



## State of West Virginia

OFFICE OF THE STATE TREASURER  
PHONE: 304-558-5000 or 1-800-422-7498  
[www.wvtreasury.com](http://www.wvtreasury.com)

STATE CAPITOL, ROOM E-145  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV 25305

RILEY MOORE  
STATE TREASURER

### Bid Opportunity Notice

**Solicitation Number:** ARFQ STO2300000008  
**Solicitation Description:** Professional Auditing Services  
**Deadline for Q&A:** 3/24/2023 4:00 PM EST  
**Bid Closing Date and Time:** 4/11/2023 11:30 AM EST

Dear Potential Bidder:

Your business has been identified as a potential vendor for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit [www.wvOASIS.gov](http://www.wvOASIS.gov), and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review announcements and log into your account or click on *View Published Solicitations* at the top portion of the page in order to view the *West Virginia Purchasing Bulletin*. You may view all bid opportunities, or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. Additional information may be accessed by clicking on the summary or details of the solicitation. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location; please make sure to review for Addenda before submitting a final response to a solicitation.

**The above Solicitation is also cross-posted to the WV State Treasurer's Office web page. Please visit <https://www.wvtreasury.com/RFP-RFQ>; and review this same page for Addenda or other information before submitting your final bid response.**

Should you decide to bid on this opportunity, you may submit a response through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, secure email, or by facsimile; however, wvOASIS does not accept bids for Request for Proposals (ARFP).

Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$50,000 or less, Or, are considered exempt from the requirements of the WV Purchasing Division pursuant to W.Va. Code §12-3A-3 and §5-10B-3. Those prefaced with a "C" are Central Purchasing Division solicitations that are expected to exceed \$50,000.

Should you have any questions regarding becoming a registered vendor with the State of West Virginia, please visit the vendor registration webpage within the WV State Purchasing Division at <http://www.state.wv.us/admin/purchase/VendorReg.html>. **Questions regarding the solicitation should be directed to the designed Buyer listed in the *Instructions to Bidders* document.**

WV State Treasurer's Office – Purchasing Division  
General Email: [purchasing@wvsto.com](mailto:purchasing@wvsto.com) / Phone: 304-558-5000



**State of West Virginia  
Agency Request for Quote  
Service - Prof**

<b>Proc Folder:</b> 1196137	<b>Reason for Modification:</b>
<b>Doc Description:</b> Professional Auditing Services	
<b>Proc Type:</b> Agency Contract - Fixed Amt	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-03-14	2023-04-11 11:30	ARFQ 1300 STO2300000008	1

**BID RECEIVING LOCATION**

WEST VIRGINIA STATE TREASURERS OFFICE  
322 70TH ST SE  
CHARLESTON WV 25304  
US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Alberta Kincaid  
(304) 341-0723  
alberta.kincaid@wvsto.com

**Vendor Signature X** **FEIN#** **DATE**

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

The WV State Treasurer's Office is soliciting bids on behalf of the WV Board of Trustees of the WV College and Jumpstart Savings Programs to establish a contract for Professional Auditing Services, per the attached Specifications, Instructions to Vendors, and Agency General Terms & Conditions.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Government auditing services	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
93151607			

**Extended Description:**  
Year 1 - Auditing Services in accordance with Specifications

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Government auditing services	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
93151607			

**Extended Description:**  
Year 2 - Auditing Services in accordance with Specifications

INVOICE TO	SHIP TO
------------	---------

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

CHARLESTON WV  
 US

CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Government auditing services	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
93151607			

**Extended Description:**  
 Year 3 - Auditing Services in accordance with Specifications

INVOICE TO	SHIP TO
------------	---------

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

CHARLESTON WV  
 US

CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Government auditing services - Optional Renewal	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
93151607			

**Extended Description:**  
 Optional Renewal for Year 4 - Auditing Services in accordance with Specifications

INVOICE TO	SHIP TO
------------	---------

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

CHARLESTON WV  
 US

CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Government auditing services - Optional Renewal	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
93151607			

**Extended Description:**  
 Optional Renewal for Year 5 - Auditing Services in accordance with Specifications

SCHEDULE OF EVENTS
--------------------

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Ques Due by 4pm	2023-03-24

	Document Phase	Document Description	Page
STO2300000008	Final	Professional Auditing Services	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### **WV State Treasurer's Office (STO) Exempt Procurement**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in - but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the STO Purchasing Division designated buyer. Questions must be submitted in writing and be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written questions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding. Submitted emails should have the solicitation number in the subject line.

**Questions Submission Deadline:** March 24, 2023 By: 4:00pm

Submit questions to Buyer: Alberta Kincaid

**State Treasurer's Office – Purchasing Division, 322 70<sup>th</sup> Street SE, Charleston, WV 25304**

Fax: (304) 340-1518 / Buyer Email: alberta.kincaid@wvsto.com

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the STO Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in Section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the STO Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the STO Purchasing Division at the number listed below. For non-complex purchases, the STO may also allow for bids to be submitted via email. Notwithstanding the foregoing, the STO Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS.

Bids submitted in paper, facsimile, or email form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed, however, additional information may be requested and/or signed based on directions in the Solicitation. Any bid received by the STO Purchasing Division staff is considered to be in the possession of the STO Purchasing Division and will not be returned for any reason.

**For Request for Proposal (“RFP”) Responses Only:** Submission of a response to a Request for Proposal is not currently permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified below, plus NA convenience copies of the technical proposal to the STO Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.



**Bid Delivery Address and Fax Number:**

WV State Treasurer's Office  
Attn: Purchasing Division  
322 70<sup>th</sup> Street SE, Charleston, WV 25304  
Fax: (304) 340-1518

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope, or fax cover sheet as applicable, or the bid may be rejected by the STO.

SEALED BID: Professional Auditing Services  
BUYER: Alberta Kincaid  
SOLICITATION NO.: ARFQ STO2300000008  
BID OPENING DATE: April 11, 2023  
BID OPENING TIME: 11:30am EST  
FAX NUMBER: 304-340-1518 (use if submitting bid response via facsimile)

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official STO Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date:** 04/11/2023 **Time:** 11:30am EST

**Bid Opening Location:** WV State Treasurer's Office, Purchasing Division  
322 70<sup>th</sup> Street SE, Charleston WV 25304

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the STO. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications.

The equality of any alternate being bid shall be determined by the STO at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This solicitation is based upon a standardized commodity established by the WV State Treasurer's Office under its exemption authority. Vendors are expected to bid the standardized commodity identified, or upon bid a comparable product that meets or exceeds the standard for consideration.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** Communication with anyone other than the designated buyer or STO Purchasing Division staff regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the STO Purchasing Division, is strictly prohibited without prior STO Purchasing Division approval.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable. Other registrations, including but are not limited to business registration requirements of the WV Secretary of State, WV State Tax Department, and any other state or local entities, will also be required prior to receiving a contract/purchase order.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. WAIVER OF MINOR IRREGULARITIES:** The STO Purchasing Director reserves the right to waive minor irregularities in bids or specifications.

**16. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the STO Purchasing Division staff immediately upon bid opening. The STO will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the STO to print or electronically save documents provided that those documents are viewable by the STO prior to obtaining the password or removing the access restriction.

**17. NON-RESPONSIBLE:** The STO Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible when the STO Deputy Treasurer of Purchasing determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.

**18. ACCEPTANCE / REJECTION:** The State Treasurer's Office may accept or reject any bid in whole, or in part.

**19. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1- 1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the STO Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The STO Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**20. WITH THE BID REQUIREMENTS:** In instances where the specifications require documentation or other information with the bid response, and a vendor fails to provide it with the bid, the STO Purchasing Division Director reserves the right to request those items after the bid opening and prior to the contract award pursuant to the authority to waive minor irregularities in bids or specifications. This authority does not apply to instances where state law mandates receipt with the bid.

**21. EMAIL NOTIFICATION OF AWARD:** The STO Purchasing Division will attempt to provide bidders with email notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the STO Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or request the information from the STO Purchasing Division.

**22. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

## ADDENDUM ACKNOWLEDGEMENT FORM

### SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

---

Company

---

Authorized Signature

---

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

## GENERAL TERMS AND CONDITIONS

### **West Virginia State Treasurer's Office - Exempt Procurement**

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Treasurer, or his designee, and approved as to form by the Agency's Counsel constitutes acceptance of this Contract made by and between the West Virginia State Treasurer's Office ("STO") and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency"** means the West Virginia State Treasurer's Office ("STO"), and any of its boards or financial programs identified in the Solicitation seeking to procure goods or services under this Contract.
  
  - 2.2. **"Bid"** or **"Proposal"** means the vendors submitted response to this solicitation
  
  - 2.3. **"Contract"** means the binding agreement that is entered into between the STO and the Vendor to provide the goods or services requested in the Solicitation.
  
  - 2.4. **"Director"** means the Deputy Treasurer of STO Purchasing Division
  
  - 2.5. **"Award Document"** means the document issued by the STO that identifies the Vendor as the contract holder.
  
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the STO with goods or services that is published by the STO Purchasing Division.
  
  - 2.7. **"Exempt"** means the solicitation/purchase is exempt from the requirements of the West Virginia Department of Administration - Purchasing Division.
  
  - 2.8. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
  
3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of Three (3) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signature of the STO Purchasing Division Director or authorized designee, and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the STO and the Vendor, and the Attorney General's Office, as applicable, as to form only. A request for Contract renewal should be submitted to the STO Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract.

Unless otherwise specified below, Renewal of this Contract is limited to TWO (2) successive ONE (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Renewals must be approved by the Vendor and STO.

**Automatic renewal of this Contract is prohibited.**

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. **Automatic renewal of this Contract is prohibited.** Renewals must be approved by the STO and the Vendor.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year renewal periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. **Automatic renewal of this Contract is prohibited.** Renewals must be approved by the Vendor and the STO.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures (electronic or written) of the STO Purchasing Division designee, and continues until the project for which the vendor providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_.

4. **AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this Contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either box has been checked, Vendor must not begin work until it receives a separate notice to proceed from the STO. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the STO. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

6. **EMERGENCY PURCHASES:** The STO Deputy Treasurer of Purchasing, or their designee, may authorize the purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market,

approved by the STO Deputy Treasurer of Purchasing, or their designee, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the STO from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the STO Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the STO Purchasing Division. The request may be prior to or after contract award at the STO's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the Specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of the contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the STO with proof that the insurance mandated herein has been continued. Vendor must also provide the STO with the immediately notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section. Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
One Million Dollars per occurrence.

**Automobile Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
One Million Dollars per occurrence. Notwithstanding the foregoing, Vendor is not required to list the State/STO as an additional insured for this type of policy.



**Commercial Crime and Third Party Fidelity Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

[ ] **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

[ ] **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

[ ] **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the STO Deputy Treasurer of Purchasing reserves the right to waive the requirement that the STO be named as an additional insured on one or more of the Vendor's insurance policies if he/she finds that doing so is in the STO's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the STO shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the STO's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the STO that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the STO. A Vendor's inclusion of price adjustment provisions in its bid, without express authorization from the STO in the Solicitation to do so, may

result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the STO and invoice at the lower of the contract price or the publicly advertised sale price.

14. **PAYMENT IN ARREARS:** Payment for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
15. **PAYMENT METHODS:** The State's preferred payment methods are by electronic funds transfer and/or a State issued credit card, also known as P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards). Payments requested by physical warrant/check are available but take additional time for processing and are only processed once per week.
16. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State Treasurer's Office, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
18. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the STO may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
19. **CANCELLATION:** The STO Deputy Treasurer of Purchasing reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The STO Deputy Treasurer may also cancel any purchase order or Contract upon 30 days written notice to the Vendor.
20. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
21. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the STO and the Vendor. Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the STO Purchasing Division and/or Agency's Counsel as to form prior to the implementation of the change or commencement of work affected by the change. No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the STO Purchasing Division.

**VENDOR NAME MODIFICATIONS:** If a Vendor has a change of name (and/or address) after the issuance of a contract, Vendor must notify the STO and also update its business registrations with all applicable State of West Virginia entities it has previously registered. If invoices do not match the name on the Contract and applicable business registrations, they must be held until compliance is verified. Address changes may require additional supporting information before accepting.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by the Vendor to the STO such as price lists, order forms, invoices, sales agreements, or maintenance agreements, any clauses that may void State law, including internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the STO, and any other government agency or office that may be required to approve such assignments.

- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the STO; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** STO employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State Treasurer's Office may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the STO, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the STO's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are considered public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia and the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the STO Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal or document. The STO Purchasing Division will disclose any document labeled "confidential", "proprietary", "trade secret", "private", or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- 33. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the STO Purchasing Division to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as

described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency renders the initial payment to Vendor.
35. **VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the STO.
36. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the STO/State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the STO with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the STO, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 38. NO DEBT CERTIFICATION:** The State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the STO, Vendor is (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or political subdivision of the state; and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- 39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided, that both the Other Government Entity and the Vendor agree, and, have such authority to do so. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the STO.
- 41. REPORTS:** Vendor shall provide the STO with the following reports identified by a checked box below:
- Such reports as the STO may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by the agency. Unless otherwise provided for upon Contract award, quarterly reports should be delivered to the STO Purchasing Division via email at [purchasing@wvsto.com](mailto:purchasing@wvsto.com).
- 42. BACKGROUND CHECK:** In accordance with W.Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol Complex based on results addressed from a criminal background check. Service providers should contact the WV Division of Protective Services at (304) 558-9911 for more information.
- 43. JOINT PROPOSALS AND SUBCONTRACTING:** Joint Proposals are not permitted. Subcontracting is permitted subject to STO authorization. The purchase order/contract shall be awarded to the Vendor submitting the proposal. The Vendor awarded the purchase order/contract shall be the sole point of contact with regard to the purchase order and shall be solely responsible for all matters provided pursuant to the purchase order/contract, including without limitation, any tangible or intangible items provided by a subcontractor or other party.

**44. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the (WV Dept. of Administration) Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.:
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**45. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:**

In accordance with W.Va. Code § 5-19-1 et seq., and W.Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty

percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- 46. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 47. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the STO, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- 48. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State Law.
- 49. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W.Va, Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) / (Fax Number)

\_\_\_\_\_  
(Email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the STO that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration, or shall promptly register upon notification of any such requirement by the STO.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Printed Name and Title of Authorized Signatory

\_\_\_\_\_  
Date  
(Authorized Signature)

\_\_\_\_\_  
(Phone Number) (Fax Number)

Email: \_\_\_\_\_

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia State Treasurer's Office (STO) is soliciting bids on behalf of The Board of Trustees (the "Board") of the West Virginia College and Jumpstart Savings Programs to establish a contract for Professional Auditing Services from a qualified Certified Public Accounting Firm to provide an independent audit of the West Virginia College and Jumpstart Savings Programs financial statements and provide a review of the Annual Comprehensive Financial Report to ensure it conforms with Government Finance Officers Association certification requirements.

The West Virginia College and Jumpstart Savings Programs financial statements will consist of:

**College and Jumpstart Savings Administrative Account**

The College and Jumpstart Savings Administrative Account exists to implement, operate and maintain the College and Jumpstart Savings Programs. Sources of funds for this account come from fees charged to participants in the College Savings Program. In addition, transfers from the West Virginia Savings and Investment Program Fulfillment Fund of the State of West Virginia have been made to the Administrative Account to cover start-up expenses related to the Jumpstart Savings Program. Expenses of the Administrative Account cover administrative operations, such as wages and benefits, consulting services and office supplies. The Fiscal Year 2023 expense budget for the administrative account is \$2.2Million.

**Prepaid Tuition Trust Escrow Fund – Custodial Fund**

This fund consists of money invested in the West Virginia Money Market Pool through the West Virginia Board of Treasury Investments. The Board's Prepaid Tuition Plan was closed effective September 30, 2021. After all final payments were made to account holders, the only assets or liabilities remaining related to the Prepaid Tuition Plan were assets being held in fiduciary capacity in the Prepaid Tuition Trust Escrow Fund for the purpose of satisfying any claims against the Prepaid Tuition Plan arising after closure. After a period of ten years any money remaining in the Prepaid Tuition Trust Escrow Fund will revert to the state's General Revenue Fund. Senate Bill 8 transferred responsibility for the Prepaid Tuition Trust Escrow Fund to the Board from the West Virginia State Treasurer's Office during FY 22. As of December 31, 2022 the balance of the Prepaid Tuition Trust Escrow Fund was \$1,019,329. The Prepaid Tuition Trust Fund reported in previous years was closed in FY 22 and will have no future activity.

**Jumpstart Savings Program Trust Fund**

The Jumpstart Savings Program operates under the provisions of West Virginia State Code, Chapter 18, Article 31, the Jumpstart Savings Act. The purpose of the Jumpstart Savings Program is to provide a state-administered savings program to help West

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

Virginians save money to help cover the costs of pursuing a career in skilled trades and vocations. In accordance with the legislation, the Jumpstart Savings Program Trust Fund opened to the public on July 1, 2022. The Jumpstart Savings Account Manager is United Bank. As of December 31, 2022, there were 12 Jumpstart Savings Accounts with a value of \$1,149 that made up the Jumpstart Savings Program Trust Fund.

**West Virginia College Savings Program – Savings Plan Trust Fund**

The West Virginia College Savings Program – Savings Plan Trust Fund is administered by the Office of the State Treasurer under the direction of the Board. Hartford Funds Management Company, LLC provides records administration, cash management, investment management and customer service for the program. The College Savings Program is a private-purpose trust fiduciary fund of the primary government of the State of West Virginia. Hartford Funds Management Company, LLC contracts with an outside accounting firm to provide all audit services related to the Savings Plan Trust Fund. Under the contract the outside accounting firm provides all audited financial statements and related schedules and data for the Savings Plan Trust Fund.

The staff and responsible management personnel of the Board will be available during the audit to assist the auditor by providing information, documentation and explanations.

Statements and schedules to be prepared by the staff of the Board will be completed as outlined in the data requests provided by the Vendor. To the extent possible, the Board staff will prepare all audit schedules.

The Board will provide the Vendor with reasonable workspace, including telephones, photocopying, and network access.

The Board staff will finalize all financial statements, with the exception of the auditor's opinion.

Included with this solicitation is a copy of the June 30, 2022 Annual Comprehensive Financial Report as Attachment 1, and the June 30, 2022 Audited Financial Statements as Attachment 2.

**2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the STO General Terms and Conditions.

**2.1 “Contract Services”** means professional auditing services for the examination of the Board's financial statements and review of the Board's Annual Comprehensive Financial Report.

**2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services. For submission/solicitation response entry in wvOASIS, the Commodity Code section is

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

where pricing shall be entered for each category/item listed. A separate Pricing Page may also be required to be completed and submitted.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State Treasurer's Office with goods or services that is published by the STO Purchasing Division.

**2.4 “Exempt Acquisition”** means this acquisition/solicitation is exempt from the requirements of the WV State Purchasing Division pursuant to W.Va. Code § 12-3A-3.

**3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications. By signing and submitting its bid, Vendor certifies that it has met the minimum qualifications. Vendor shall provide an acknowledgement to each requirement affirming that it meets or exceeds the specification. Vendor must provide any additional information as requested in this section upon request by the Agency.

**3.1. Location:** Vendor must be independent and licensed to practice in West Virginia.

**3.2. Organization:** Vendor must be a certified public accounting firm with a minimum staff of ten (10) certified public accountants (CPAs). The Vendor must have at least seven (7) licensed CPAs on staff within the audit firm that are strictly audit and not tax professionals. At least five (5) of these audit professionals must all be in the same location and cannot be spread among other firm locations.

**3.3. Experience:** Vendor must have experience in auditing three (3) different state government entities/agencies (does not have to be in West Virginia) over the past five (5) years. Please describe the Vendor's experience, including years of providing audit services and the nature of the Vendors current clients and types of industries in which it has audit experience. Vendor must submit a list of the state audits; preferably with the response, otherwise within two (2) business days of Agency request.

**3.3.1** Vendor must also have experience auditing fiduciary activities of government entities. Vendor must submit a list of the governmental audit clients with fiduciary funds in their basic financial statements; preferably with the response, otherwise within two (2) business days of Agency request.

**3.4. Membership:** Vendor must be a member of the American Institute of Certified Public Accountants (AICPA) and, if doing business in West Virginia, a member of the West Virginia Society of Certified Public Accountants. Vendor must also provide a statement of being a member in good standing of the AICPA's Governmental Audit Quality Center.

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

- 3.5. AICPA Peer Reviews:** Vendor must submit a statement that they have not failed their two (2) most recent AICPA Peer Reviews of their audit/accounting practice and submit the most recent review with their proposal.
- 3.6. Material Errors or Omissions:** Vendor must not have had a final audit issued by the proposing firm that had to be reissued due to material errors or omissions discovered by the West Virginia Financial Accounting and Reporting Section or other West Virginia state agency two times or more.
- 3.7. References:** Vendor must provide the names of up to five (5) references of similar experience as listed on Exhibit B. The references must show that the Vendor has previously audited state entities in a competent and professional manner or must otherwise demonstrate the ability of the Vendor to perform the services specified in this solicitation. If a subcontractor quotation is made, the Vendor should provide one (1) client reference for each of the parties involved. The vendor must provide the name and telephone number of each contact person for each of the clients specified. All or none of these clients may be contacted by members of the evaluation committee to determine the ability of the Vendor and the level of satisfaction with the Vendor. The Board reserves the right to contact any person or entity it believes prudent and to inquire about the Vendor.
- 3.8. Conflicts of Interest:** Vendor must have no conflicts of interest in connection with the Board, the STO, and the State of West Virginia. Furthermore, the Vendor shall not participate in examinations in which such participation could be construed as a conflict of interest.
- 3.9. Staff Qualifications**
- 3.9.1 Experienced Staff:** Vendor must provide experienced staff. All staff accountants assigned to the audit engagement must have at least six (6) months of auditing experience. Include the names and contact information of the specific staff to be assigned to the Board contract and a resume for each staff member listed. Include any information such as whether any personnel available for the engagement have articles published in professional journals, conduct or teach seminars, conferences, college-level courses, etc., or sit on professional accounting firms, auditing boards or committees.
- 3.9.2 Directors, Principals or Partner Equivalents Qualifications:** Vendor must identify all Directors, principals, or partner equivalents, and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the audit engagement. All Directors, principals, or partner equivalents on the engagement must be licensed CPAs with at least five (5)

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

years of audit experience with governmental entities. All manager level employees on the engagement must be CPAs with three (3) years of experience on governmental engagements. The Board retains the right to approve or reject replacements based upon their qualifications, experience or performance.

**3.9.3 Continuation of Quality Staff:** Vendor shall provide quality of staff over the term of the contract and ensure that any new or additional staff members have the same qualifications, training and experience as the staff members Vendor provided in its bid to this RFQ. The Vendor shall inform the Board in writing of any personnel or staff changes that would affect the Services provided to the Board.

**3.9.4 Subcontractors:** Vendor must disclose any potential subcontractor in its response. In the event the Vendor proposes providing the required Services through a subcontractor, the bid must include the name, address, contact information, experience and staff qualifications of the potential subcontractor. Any proposed subcontractor must meet the same mandatories to provide the Services in this solicitation prior to entering into any agreement with the Vendor. A bid that includes Services provided by a Subcontractor is not considered a joint bid. The Board will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor is solely responsible and liable for payment of all financial matters in connection with its employees, contractors and subcontractors.

#### **4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. **Only bids meeting mandatory requirements will be considered.**

##### **4.1.1 Financial Statement Audit**

**4.1.1.1** Vendor must provide an independent audit of the financial statements of the Board. The contract will be for an initial term of three years covering the fiscal years ending June 30, 2023, June 30, 2024, and June 30, 2025. The contract will include the option to renew the contract up to two (2) times for one year at a time with the same terms and conditions as the initial term. The audit of the financial statements will include but not be limited to the respective financial position of the proprietary and fiduciary activities, respective changes in financial position and, where applicable cash flows

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

for the year then ended. The independent audit must be performed in accordance with Generally Accepted Auditing Standards and Government Auditing Standards, and the auditors must issue all applicable audit opinions.

- 4.1.1.2** The vendor shall work with the outside auditors for Hartford Funds Management Company, LLC and incorporate the work of the outside auditors, related to the West Virginia College Savings Program – Savings Plan Trust Fund, into the vendor's audit opinion for the Board's financial statements.

**4.1.2 Annual Comprehensive Financial Report**

- 4.1.2.1** Vendor must provide work (outlined below) related to the Annual Comprehensive Financial Report. The Board prepares an Annual Comprehensive Financial Report and submits it to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program (COA). The Board has received this award for twenty-three consecutive years.

- The Vendor shall perform the following work in regard to the Annual Comprehensive Financial Report:
  - (1) Review the report to ensure that it conforms with GFOA certification requirements;
  - (2) Review the report against the appropriate GFOA checklists;
  - (3) Proofread the report;
  - (4) Provide written comments on the reviews;
  - (5) Suggest revisions, if deemed necessary;
  - (6) Provide follow-up support and discussions with the Board staff and the GFOA subsequent to the report submission relating to questions and/or comments from the GFOA; and
  - (7) Complete review no later than November 15<sup>th</sup> of each year, provided that the Board delivers by October 31<sup>st</sup> the draft, checklists, and all related materials for review.

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

**4.1.3 Audit Plan**

**4.1.3.1** Vendor must provide a detailed audit plan to the Board staff annually by May 31st.

**4.1.4 Deadlines**

**4.1.4.1** The Board must meet reporting deadlines imposed by the Financial Accounting and Reporting Section (FARS) of the State of West Virginia. The draft audited financial statements must be submitted to FARS by no later than September 15<sup>th</sup> annually, with the final audited financial statements due no later than October 15<sup>th</sup> annually. The detailed audit plan in section 4.1.3.1 must include an audit timeline to meet all FARS due dates.

**4.1.5 Standards**

**4.1.5.1** Vendor must comply with the professional standards required by the Board. The Board will prepare all draft financial statements including the notes to the financial statements. The Vendor must review such drafts for compliance with all audit requirements including but not limited to Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Governmental Accounting Standards Board (GASB) pronouncements.

**4.1.6 Board Meetings**

**4.1.6.1** Vendor, as requested by the Board, must attend board meetings to discuss the audit plan, financial statements, management letter findings and any other special requests made by the Board.

**4.1.7 Review and Retention of Records**

**4.1.7.1** Vendor must permit the Board to review all records maintained by the Vendor to ensure the Vendor's compliance with all terms and conditions of the purchase order issued pursuant to this RFQ. All working papers and reports must be retained, at the Vendor's expense, for a minimum of three (3) years from the contract completion date including all extensions, unless the Vendor is notified in writing by the Board of the need to extend the retention period.



AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

#### 4.1.8 Confidentiality

**4.1.8.1** Vendor must preserve the integrity of Board security and confidentiality. If the vendor is engaged in handling confidential information, it shall exercise appropriate security precautions.

#### 4.1.9 Additional Services

**4.1.9.1** Vendor may be requested to provide Additional Services that the Vendor offers but are not included in the Basic Services described in Section 4.1.1 – 4.1.8. A Statement of Work specifying the Additional Services and the fee shall be negotiated by the parties. The hourly rate of the fee shall not exceed the hourly rate the Vendor proposed on its Pricing Page. There is no guarantee the Board will request any additional Services. In the event a Vendor does not state an hourly rate for Additional Services, the Board may obtain the Additional Services from another Vendor.

### 5. CONTRACT AWARD:

**5.1 Contract Award:** The Contract is intended to provide the Board with a purchase price for Professional Auditing Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost for the base term of three (3) years as shown on the Pricing Page, **plus** the option two, one-year renewals.

**5.2 Pricing Page:** Vendor should complete the Pricing Page, hereby attached as Exhibit A, in accordance with the instructions on the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Fees shall be inclusive of any and all costs in providing the services, including, without limitation, travel, clerical and overhead, unless otherwise provided for in Section 8.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the designated buyer listed at the following address: [purchasing@wvsto.com](mailto:purchasing@wvsto.com)

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

- 6. PERFORMANCE:** Vendor and Board shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by the Board. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issue against this Contract.
- 7. PAYMENT:** The Board shall pay quarterly, or by progress payments as listed below, in arrears upon presentment of invoice as shown on the Pricing Page for all Contract Services performed and accepted under this contract. Vendor must designate the payment method desired with their bid response (quarterly or progress payments). Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 7.1 Progress Payment Schedule – Upon Vendor Request:**
- Planning & Fieldwork for the Financial Statement Audit – 50%
  - Review of Client/Agency-prepared Financial Statement Draft, Preparation of Draft Audit Report and Other Draft Deliverables – 45%
  - Review of CAFR – 5%
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Board separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Board's facilities. In the event that access cards and/or keys are required:
- 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3** Vendor shall notify the Board immediately of any lost, stolen, or missing card or key.
- 9.4** Anyone performing under this Contract will be subject to the Board's security protocol and procedures.
- 9.5** Vendor shall inform all staff of the Board's security protocol and procedures.

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

**10. VENDOR DEFAULT:**

**10.1** The following shall be considered a vendor default under this Contract.

**10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2** Failure to comply with other specifications and requirements contained herein.

**10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4** Failure to remedy deficient performance upon request.

**10.2** The following remedies shall be available to the Board upon default.

**10.2.1** Immediate cancellation of the Contract.

**10.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

**EXHIBIT A—PRICING PAGE**

Vendor Name: \_\_\_\_\_

**Fee for Basic Service**

Vendor hereby offers to provide the Basic Services contemplated in the solicitation, per Section 4 for the following fee amount per year, payable quarterly or via progress payment schedule (Section 7):

\$ \_\_\_\_\_ Year One

\$ \_\_\_\_\_ Year Two

\$ \_\_\_\_\_ Year Three

\$ \_\_\_\_\_ **Overall total cost for base term of three years**

**Optional Renewal Years (Up to two (2), one-year periods)**

Vendor offers to provide the following fee amount per year, payable in the same manner unless otherwise mutually agreed upon.

\$ \_\_\_\_\_ Renewal Year 1

\$ \_\_\_\_\_ Renewal Year 2

*Contract award will be based on total costs of base term of three years as well as the optional two, one-year renewals.*

**Hourly Fee for Additional Services**

Vendor hereby offers to provide Additional Services, per Section 4.1.9, at the following rate per hour, inclusive of travel costs, pursuant to a Statement of Work negotiated by the parties:

\$ \_\_\_\_\_ per hour

AGENCY REQUEST FOR QUOTATION  
WV State Treasurer's Office - West Virginia College and Jumpstart Savings Programs  
**Professional Auditing Services**  
**Solicitation Number: ARFQ STO2300000008**

---

**EXHIBIT B—REFERENCES**

Vendor Name: \_\_\_\_\_

**REFERENCES AND PROOF OF EXPERIENCE (limit of 5)**

1. Client: \_\_\_\_\_

Nature of Engagement: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

2. Client: \_\_\_\_\_

Nature of Engagement: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

3. Client: \_\_\_\_\_

Nature of Engagement: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

4. Client: \_\_\_\_\_

Nature of Engagement: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

5. Client: \_\_\_\_\_

Nature of Engagement: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_