



REQUEST FOR QUOTATIONS (RFQ) # 20013
NCAA AGREED UPON PROCEDURES SERVICES
July 15, 2019

PURPOSE AND SCOPE: The WV Higher Education Policy Commission (Commission), on behalf of West Virginia higher education institutions, is requesting proposals from Independent Certified Public Accounting firms to perform the required NCAA Agreed Upon Procedures Engagement (AUP) as detailed in **Attachment 1**.

The selected firm will be expected perform the AUP and issue a report to the institution's president.

This contract will be available for use by all higher education institutions. Currently, four institutions have expressed interest in utilizing these services: Bluefield State College, Fairmont State University, Shepherd University and West Liberty University.

NCAA LEGISLATION:

Division II

Bylaw 6.2.3.1. At least once every three years, all expenses and revenues for or on behalf of a Division II member institution's intercollegiate athletics programs, including those by any affiliated or outside organization, agency or group of individuals (two or more), shall be subject to agreed-on procedures approved by the Division II membership (in addition to any regular financial reporting policies and procedures of the institution) conducted for the institution by a qualified independent accountant who is not a staff member of the institution and who is selected either by the institution's president or chancellor or by an institutional administrator from outside the athletics department designated by the president or chancellor.

AUP work must be completed between October 1st and January 15th of each contracted year.

The agreed upon procedures report shall be completed and presented on or before January 15th of each year.

BID INFORMATION:

Questions regarding this RFQ will be accepted until July 26, 2019 by the close of business day. Questions must be submitted in writing to:

Mary Blashford
Director of Procurement
Mary.blashford@wvhepc.edu

Answers to submitted questions (if any) will be posted to the Commission's web page by July 31, 2019. (<http://www.wvhepc.edu/resources/purchasing-and-finance/>)

Bids are to be received by the Commission no later than 3:00pm EDST on August 7, 2019. Bids will be publicly opened at that time at the address shown below.

The bid delivery address is:

Mary Blashford
Director of Procurement
c/o WV Higher Education Policy Commission
1018 Kanawha Blvd., E, Suite 700
Charleston, WV 25301

Mary Blashford is the sole point of contact for this RFQ. No other communication with Commission or institution staff is permitted. Any unauthorized communications may be reason for vendor disqualification.

Your bid response will be considered a public document. As a public document, it will be disclosed to the public following the bid opening. Submission of a bid constitutes your explicit consent to the public disclosure of your information.

This RFQ contains mandatory provisions identified by the use of "will", "shall" or "must". Failure to comply with a mandatory provision in the RFQ will result in bid disqualification.

ELIGIBILITY REQUIREMENTS

1. **Vendor Registration:** WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000. See Exhibit A.
2. **Debarment:** WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.
3. **West Virginia Secretary of State:** The vendor must be in compliance with the WV Secretary of State. For more information, contact the WV Secretary of State.
4. **Taxpayer Identification Information:** The Internal Revenue Service (IRS) requires the Commission to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit B.

5. **Purchasing Affidavit:** WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed and returned with the bidder's proposal.

CONTRACT AWARD:

1. **Contract Award:** The Contract is intended to provide the Commission with a firm price for AUP Services that each institution will pay. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the NCAA required specifications for the lowest overall total cost.
2. **Title Page:** Vendor should complete the Title Page, Exhibit D acknowledging any addendums and certifying that the signer has the authority to obligate the company.
3. **Agreement Addendum:** The bidder may include terms and conditions it wishes to offer for consideration in its proposal. If terms and conditions are offered, the Commission will require the successful vendor to sign the WV-96 Agreement Addendum form as prepared by the WV State Attorney General's Office. See Exhibit E.
4. **Performance:** Vendor and Commission shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables.
5. **Payment:** Payment via EFT is preferred by the Commission. Vendor will be expected to apply for eVendor Payments through the WV State Auditor's Office.

GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE:** Issuance of a Purchase Order signed by the Director of Procurement and approved as to form by the Attorney General's Office constitutes acceptance of the contract by and between the WV Higher Education Policy Commission and the Vendor. Vendor's signature on its bid signifies the Vendor's agreement to be bound by and accept the terms contained in this contract.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of the Purchase Order/Contract.
3. **ASSIGNMENT:** This contract may not be assigned without the express written consent of the Director of Procurement.
4. **CANCELLATION:** This contract may be canceled upon 30 days written notice to the Vendor.
5. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
6. **OPEN END CONTRACT:** Quantities listed in this RFQ are approximations only, based on estimates. It is understood and agreed that the Contract shall cover any

institution desiring to contract for these services.

7. **RENEWAL:** The Contract may be renewed upon mutual written agreement of the parties. The initial term of contract is five (5) years and may be renewed for an additional three (3) one-year periods.
8. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Commission reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Commission resulting from the Vendor's breach of contract.
9. **INSURANCE:** The successful Vendor shall furnish proof of insurance for Professional/Malpractice/Errors and Omission Insurance in at least the amount of \$1,000,000 per occurrence.
10. **WORKERS' COMPENSATION INSURANCE:** The vendor shall comply with the laws relating to Workers' Compensation, shall maintain workers' compensation insurance when required and shall furnish proof of workers' compensation insurance upon request.
11. **PRICING:** The pricing set forth herein is firm for the life of the Contract unless a price adjustment provision is included in the Vendor's bid.
12. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the Commission, 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.