



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 02-29-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 1300 1300 STO2400000002 1	Procurement Folder:	1349742
Document Name:	Securities Custodial Service - WV Unclaimed Property	Reason for Modification:	Award of CRFQ STO2400000003
Document Description:	UP Securities Custodial		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-03-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-02-14

VENDOR		DEPARTMENT CONTACT																					
Vendor Customer Code:	VC0000082535	Requestor Name:	Alberta Kincaid																				
AVENU SLS HOLDINGS LLC 5860 TRINITY PKWY STE 120 CENTREVILLE VA 20120 US		Requestor Phone:	(304) 341-0723																				
Vendor Contact Phone:	617-722-9657 Extension:	Requestor Email:	alberta.kincaid@wvsto.gov																				
Discount Details:		<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION _____</div>																					
	<table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>				Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
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#1	No			0.0000	0																		
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INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	MANAGER OFFICE SERVICES WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE 7300 MACCORKLE AVE SE CHARLESTON WV 25304 US

3-11-24 6C

Total Order Amount:	Open End
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Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION
 DATE: *Mindy Cox - 3/11/2024*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *3-13-24*
 ELECTRONIC SIGNATURE ON FILE

5/12/2024

Extended Description:
OPEN-END CONTRACT

The Vendor, Avenu SLS Holdings, LLC, agrees to enter with the West Virginia State Treasurer's Office - Unclaimed Property Division- into an open-end contract to provide acquisition, safekeeping, custodial, valuation, liquidation, transfer and other related services for securities, per the specifications, terms and conditions, bid requirements, Addendum No. 1 dated 01/22/24 and the vendor's bid dated 01/30/2024 incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121806			MO	3300.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Monthly Mtnce Fee

Extended Description:
Monthly Maintenance Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	84121806			EA	50.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Physical Items

Extended Description:
Receipt of Physical Items (estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	84121806			EA	20.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Receive DTC Item

Extended Description:
Receipt of DTC Item
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	84121806			EA	50.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Extensive Research/Calcs

Extended Description:
Extensive Research/Calculations
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	84121806			EA	25.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Receive Mutual Fund

Extended Description:
Receipt of Mutual Fund
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121806			EA	20.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Liquidate DTC Item

Extended Description:
Liquidation of DTC Item
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	84121806			EA	50.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Liquidate Physical Item

Extended Description:
Liquidate Physical Items (estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	84121806			EA	25.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Liquidate Mutual Fund

Extended Description:
Liquidate Mutual Fund
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	84121806			EA	532.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Return Physical Item

Extended Description:
Return Physical Item
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	84121806			EA	25.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Return Mutual Fund

Extended Description:
Return Mutual Fund
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	84121806			EA	25.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Return DTC Item

Extended Description:
Return DTC Item
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	84121806			EA	20.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Mailings

Extended Description:

Mailings
(estimate listed)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	84121806			EA	15.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Securities Custodial Services - Outgoing Wires

Extended Description:

Outgoing Wires
(estimate listed)

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia 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 this 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" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity 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 State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 One (1) Year. 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 signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), 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 Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the 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 THREE (3) 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. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 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, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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 of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is 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 "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. 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 Agency. 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, Agency, Purchasing Division, and Attorney General's office.

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase 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 Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the 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 State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, 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 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: _____ per occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: One Million Dollars 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.

9. WORKERS' COMPENSATION INSURANCE: 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 State 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 State or Agency'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 State 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 the 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 State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments 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: Vendor must accept payment by electronic funds transfer and 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.)

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 of West Virginia, 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 State 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 Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. **TIME:** Time is of the essence regarding 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 Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). 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 Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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 Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes 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 Agency, the Purchasing Division, the Attorney General's office (as to form only), 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 Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. 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 Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. 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., and 5G-1-1 et seq. and the Freedom of Information Act 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The 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.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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 Purchasing Division Director or the Agency 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.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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 tenders the initial payment to Vendor.

34. 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 Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the 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 State and Agency 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.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), 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 State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a 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.

38. 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 Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. 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 upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the 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.

42. 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.

43. 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. 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.

46. 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.

Deborah Arnold

(Printed Name)
Director, Unclaimed Property

(Printed Title)
100 Hancock Street, 10th Floor, Quincy MA 02171


(Address)
617-722-9657

(Phone Number) / (Fax Number)
Deborah.Arnold@avenuinsights.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation 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 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.

Avenu SLS Holdings, LLC

(Company)


(Authorized Signature) (Representative Name, Title)
James Barkman, Chief Financial Officer

(Printed Name and Title of Authorized Representative)
January 29, 2024

(Date)
617-722-9660

(Phone Number) (Fax Number)

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SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia State Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office, Unclaimed Property Division ("STO" or "Agency") to establish a contract to provide acquisition, safekeeping, custodial, valuation, liquidation, transfer and related services for securities in accordance with the specifications, terms and conditions contained herein ("Services"). Duties of the Vendor will include:

1. To accept and deposit securities and related dividends/interest remitted to the STO.
2. To account for securities and related dividends/interest remitted to the STO.
3. To liquidate or transfer securities to unclaimed property owners at the direction of the STO or designee.
4. To account for all corporate actions, including mergers, stock splits, cash and stock dividends, spinoffs, etc.

1.1. OVERVIEW: UNCLAIMED PROPERTY:

The STO is required to safely maintain custody of abandoned property in accordance with the West Virginia Uniform Unclaimed Property Act, *W.Va. Code §36-8-8(b)*, ("Act"). The types of properties acquired by the Unclaimed Property Division are listed on *Exhibit B, Property Type Codes and Abandonment Periods*.

Terms used in conjunction with the acquisition and maintenance of unclaimed property are included in *Section 2, Definitions*.

Under the Act, the STO is authorized to act on behalf of the owner of unclaimed property in any manner. With regard to securities, this may include causing the transfer to the custody of the Vendor or disposition of a security or security entitlement.

The STO is also authorized by the Act to receive earnings, liquidate securities and security related property, hold the cash proceeds for the owner, and pay cash or shares to the rightful owner. Valuation and liquidation are to be performed on an ongoing basis by the Vendor, with the cash proceeds from a liquidation remitted to the STO.

The STO currently has more than 2,000,000 shares of stock and 150,000 shares of mutual funds in Unclaimed Property accounts held by the current vendor with a value of \$6,700,000. On average, the STO receives approximately 300,000 stock shares via 500 transfers annually and liquidates approximately 200,000 shares via 325 shares sale transactions totaling \$4,000,000.

The STO also receives annually approximately 10 paper stock certificates. If shares are transferred directly to the STO via Book Entry or mutual fund account, the vendor will have

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the shares transferred to the correct vendor account. The instance of this occurring are approximately 10 times per year.

Because shares are liquidated monthly, the STO rarely receives re-registration requests. However, if the request is received, the Vendor will transfer the registration of the security into the name of the rightful owner. The mutual funds are also liquidated monthly. Mutual funds are rarely transferred to owners.

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

2.1 “Abandonment Period” means the time period from date of last owner activity until property is reportable as unclaimed; see *W.Va. Code § 36-8-2* for additional information.

2.2 “Contract Services” means a contract to provide acquisition, safekeeping, custodial, valuation, liquidation, transfer and related services for securities for the Unclaimed Property Division as more fully described in these specifications.

2.3 “Holder” means an entity obligated to hold for the account of, or deliver or pay to, the owner property subject to the Act.

2.4 “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.

2.5 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the WV Purchasing Division.

2.6 “Security” means Evidence of ownership of an interest in a business entity, such as common stock, mutual fund shares, or evidence of indebtedness, such as a bond or commodity.

2.7 “State” means the State of West Virginia.

2.8 “Vendor” means an entity contracting with the State to provide Services pursuant to this solicitation.

2.9 “RFQ or Request for Quotations” means a type of procurement acquisition process whereby competitive bids are received, evaluated against all mandatory requirements as stated in the solicitation document, and an award made to the lowest responsible bidder meeting all bid and mandatory requirements.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications. By signing and submitting its bid, Vendor certifies that it has the minimum qualifications. Vendor shall

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provide complete responses to each requirement and provide any additional information as requested in this section. All required documents should be provided with Vendor's bid and must be provided within 24 hours of request.

3.1 Staff Requirements:

3.1.1 The Vendor shall provide a quality, experienced and professional staff to perform the Services under this contract. Accordingly, staff assigned to the contract shall have least three (3) years of experience in providing unclaimed securities custodial services similar in nature to the Services required in this RFQ. Vendor shall provide the following information:

A. the number of staff assigned to the STO contract,

B. the names and contact information of the specific staff to be assigned to the STO contract, and

C. a resume for each staff member assigned to the STO contract that states their qualifications, experience, and training, including relevant continuing professional education.

3.1.2. Project Implementation Team: Vendor shall provide staff with at least three (3) years' experience in providing unclaimed securities custodial services similar in nature to the Services required in this RFQ for the Project Implementation Team. Other project team members will include staff from the Unclaimed Property Division and other suggested STO staff as may be assigned by the STO and the Vendor. The Project Implementation Team will work to implement the Services to be provided by the Vendor, with the goal of a smooth transition into the contract.

3.1.3. In the response to this RFQ, Vendor shall describe the Project Implementation Team, specifying its members, their qualifications and experience, and organizational structure for this project. Specify the names of the persons on the Project Implementation Team, together with all contact information, and provide a resume that states their qualifications, experience, and training, including relevant continuing professional education. This information should be provided with the vendor's bid and shall be provided within 24 hours of request.

3.1.4. The Vendor shall identify all principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the Project Implementation Team that will serve the STO contract. This information should be provided with the vendor's bid and shall be provided within 24 hours of request.

3.1.5. 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

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the STO in writing of any personnel or staff changes that would affect the Services provided to the STO.

3.1.6. References: Vendor shall provide positive references. Provide the names of at least three (3), but no more than five (5), clients for which Vendor provides services similar to those required by the STO that may be contacted as references for purposes of this RFQ. Include the name and telephone number of the contact person for each of the clients specified. At least one (1) of these clients should have operations of at least the size, complexity, and nature of the STO as described in the Overview herein. 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. Furthermore, the STO reserves the right to contact any person or entity it believes prudent in order to inquire about the Vendor. This information should be provided with the vendor's bid and shall be provided within 24 hours of request.

3.2. Web Portal Requirements:

3.2.1. Vendor remote web portal must not require Java, Silverlight, Adobe Flash, Active X Controls or any additional third-party plugins or dependencies. All web applications must be compatible with the latest version of Microsoft Edge (Chromium engine). All web communications whether remote or internal, must be secured using a minimum of TLS v1.2. Any required cipher suites, protocols or encryption technology that has been publicly exploited (published CVE) must be immediately remediated upon discovery, including any minimum-security requirements.

3.2.2. Approval of use of third-party plugins or dependencies are made at the sole discretion by the West Virginia State Treasurer's Office Information Technology Division.

3.2.3. All web portals shall be developed with a mobile-friendly HTML5 framework, allowing or access across multiple devices including, but not limited to, phones, laptops, desktops, and tablets.

3.2.4. All web portals shall be tested for fully compatibility with the following desktop browsers and their mobile equivalents:

- Microsoft Edge (Chromium Engine)
- Google Chrome
- Apple Safari
- Mozilla Firefox

3.2.5. Upon request, the Vendor hosting any data belonging to the STO, must export and return the data in a commonly used format, at no additional cost to the STO within 30 days.

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- 3.2.6.** Vendor shall provide the STO their most recent SOC 2 (Type II) compliance reports, as well as any relative penetration testing reports on the minimum of an annual basis.
- 3.2.7.** Vendor must meet all currently applicable Payment Card Industry Data Security Standards (PCI DSS) security requirements and any updates thereto, all as reflected at pcisecuritystandards.org.
- 3.2.8.** Vendor must meet all currently applicable National Automated Clearing House Association (NACHA) security requirements and any updates thereto, all as reflected at nacha.org.
- 3.2.9.** Vendor must encrypt all of the STO's data at rest. This includes, but is not limited to, files exchanged via SFTP (PGP), SQL servers must support the use of TDE (transparent data encryption) and any file shares inside the vendor's network that contain the STO's data, must be encrypted at rest.
- 3.2.10.** Vendor shall host the STO's data inside the continental United States of America only and must remain in the continental United States of America for the term of the contract. No overseas hosting is allowed for any component including, but not limited to, servers, infrastructure, or data storage repositories.

3.3. Disaster Recovery Availability:

- 3.3.1.** The Vendor must maintain and provide a Disaster Recovery (DR) policy to the STO. A copy of the disaster recovery policy should be submitted with Vendor's bid.
- 3.3.2.** The Vendor must maintain a Disaster Recovery (DR) plan. Please provide a description of the Vendor's disaster recovery plan as it affects unclaimed property custodial property, including securities.
- 3.3.3.** The Vendor must maintain and provide a Business Continuity (BC) plan to the STO. A copy of the business continuity plan should be submitted with the Vendor's bid.
- 3.3.4.** The Vendor shall maintain nightly backups of data, virtual machines and provide evidence of restoration testing.
- 3.3.5.** The Vendor's infrastructure and application shall maintain a 99.95% uptime, calculated monthly.

3.4. Personally Identifiable Information:

- 3.4.1.** Personally Identifiable Information (PII) refers to any information that can be used to identify an individual, including but not limited to, name, address, telephone number, email address, social security number, financial account information, and health

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information. The Vendor acknowledges while providing services under this agreement, it may have access to PII.

- The Vendor shall use PII only for the purposes of providing services under this agreement.
- The Vendor shall not disclose PII to any third party without the prior written consent of the State.
- The Vendor shall implement appropriate technical organizational measures to protect PII against unauthorized or unlawful process and against accidental loss, destruction, or damage.

3.4.2. In the event of a breach or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to PII, the Vendor shall promptly notify the State and cooperate fully with the State's Privacy Office investigating of such breach and its efforts to mitigate the effects of such breach. A full incident report shall be provided to the State, fully supplying all the technical details, remediation efforts and resolution to the issue.

3.4.3. Upon termination of this Agreement for any reason, the Vendor shall return all PII, certify in writing to the State that it has done so and provide evidence of its destruction.

3.5. Vendor shall be or shall contract with a financial institution insured by the Federal Deposit Insurance Corporation (FDIC).

3.6. Vendor shall be a member or contract with a member of the Securities Investor Protection Corporation.

3.7. Vendor shall be a member or contract with a member of the National Association of Security Dealers.

3.8. Vendor shall be a member or contract with a member of the NYSE, the NASDAQ and the Depository Trust Corporation.

3.9. Vendor shall be or shall contract with a brokerage firm that is in compliance with the SEC's Customer Protection Rule and Net Capital Rule.

3.10. Vendor shall have at least five (5) years of continuous operation in providing unclaimed securities custodial services to at least five (5) state unclaimed property divisions. To the extent that Vendor contracts with another entity to provide specified services, that entity shall also have five (5) years of experience in providing unclaimed property securities-related services.

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3.11. Vendor shall be authorized to conduct business in the State of West Virginia at the time of intent to award, and during the term of the contract, including any renewals or extensions that may be granted. All assets and data relating to the STO shall be maintained in a facility located within the continental United States of America. Provide the address of the physical location of the facility from which the Services will be provided, and the nature of all business conducted from that facility.

3.12. If Vendor is a financial institution, it must not be included within the restricted financial institution list and disqualified from the competitive bidding process as outlined in West Virginia Code §12-1C-1, et. seq. To learn more about this list and other information, Vendor should visit the following link: <https://wvtreasury.com/Restricted-Financial-Institutions> .

3.13. Vendor shall agree not to engage in boycott of energy companies for the duration of the contract.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. By signing and submitting its bid, Vendor certifies that it will provide the Contract Services required and Vendor meets or exceeds all mandatory requirements.

4.2 Deliverables – Facilitate and simplify the delivery and collection of reported unclaimed securities:

4.2.1 Open, maintain and close accounts as directed by the STO. Initially, Vendor shall maintain one (1) separate custody account in the name of the West Virginia State Treasurer. If necessary, the Vendor shall also maintain separate accounts and/or sub-accounts for Unclaimed Property as may be requested by the STO if the primary custody account is unable to provide all detailed segregation, or if the STO requests such additional account.

4.2.2 Receive and safely hold assets delivered to it by the STO, by audit vendors of the STO, and by businesses reporting unclaimed property. Vendor must receive and hold securities in the name of the STO, the Vendor or others, all as directed by the STO, using the same care in the physical custody thereof as in the case of other assets held by it in a fiduciary capacity.

4.2.3 Allow physical deposit of stock and commodity certificates.

4.2.4 Accept Depository Trust & Clearing Corporation (DTCC) eligible securities and commodities, such as precious metals.

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- 4.2.5** Maintain the proper and current amount of shares of securities in the State's account, including but not limited to updating the accounts when actions, such as stock splits, reverse splits, mergers, consolidations, dividends paid and dividends reinvested, and other events, could affect the volume or value of the shares.
- 4.2.6** Maintain dedicated accounts for all mutual funds and securities in the name of the STO. STO assets shall not be held in an omnibus account or comingled with positions held by anyone other than the STO.
- 4.2.7** Provide ongoing consulting, custodial and research services. At the request of the STO, Vendor shall conduct research on corporate actions such as mergers, name changes, discontinued corporations, etc. Such research is to be completed within 30 days of request, unless the STO approves the Vendor additional time in conducting extensive research, and/or entitlement calculations, beyond 30 days.
- 4.2.8** Acquire securities, mutual funds, or other investment properties that are held by other investment brokers, transfer agents, or other accounts that should be in the State's account.
- 4.2.9** Determine the valuation of securities it holds.
- 4.2.10** Maintain records relating to services provided herein, for the life of the contract. Vendor shall maintain the security and confidentiality of those records, as required by the Act.
- 4.2.11** Obtain prior written approval from the STO and shall execute the specific written instructions of the appropriate STO unit with respect to the release, submission, withdrawal, sale, substitution, investment or other disposition of the securities.
- 4.2.12** Provide CUSIP numbers on securities as requested, preferably electronically by e-mail.
- 4.2.13** Provide a web-based interface for use by the STO and other authorized entities.
- 4.2.14** Provide a Medallion Guarantee of signatures as requested by the STO.
- 4.2.15** Maintain the mutual fund shares in the same account as the stock shares and include their market value on all reports.
- 4.2.16** Send communication regarding any security having no substantial commercial value to the STO stating the security has been researched and has no market value. Upon request from the Unclaimed Property Division, the Vendor shall remove all securities deemed worthless from the STO Custody Account using a Positional Removal (PREM) function or other similar method deemed acceptable by the STO.

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- 4.2.17** Upon request from the STO, take any action necessary to liquidate all securities held by the STO.
- 4.2.18** Upon request from the STO, electronically re-register securities directly to claimants or register via physical certificate, insured against loss, and return receipt requested. Vendor shall prepare paperwork, send for Medallion Signature guarantee, send paperwork to transfer agent, and receive confirmation from transfer agent. Additionally, Vendor shall provide confirmation letters and copies of the returned certificates to the STO.
- 4.2.19** Within three (3) days of completing a transaction, report all interest, dividends, corporation actions, proceeds of sale and any other earnings related to the securities held in safekeeping as unclaimed property, and follow all instructions from the STO as to the sale of securities related to unclaimed property.
- 4.2.20** Complete all wire transfers within one (1) business day requested by the STO.
- 4.3 Deliverable - Accounting and Reporting:**
- 4.3.1.** Vendor shall provide custodial and securities accounting services for unclaimed securities including mutual funds.
- 4.3.2.** The Vendor shall deliver all reports and documents to the STO in an electronic format and, if requested, in a printed version. The Vendor shall provide electronic versions of the documents as follows: Spreadsheets shall be compatible with Microsoft Excel files; expository reports shall be compatible with Microsoft Word and/or Adobe PDF-format files; and database files shall be compatible with Microsoft Access software. Vendor should provide samples of each report with Vendor's bid.
- 4.3.3.** The Vendor shall provide the STO the ability to schedule reports as needed.
- 4.3.4.** The Vendor shall format reports to be compatible with the STO Unclaimed Property System, KAPS.
- 4.3.5.** The Vendor shall provide online reporting capabilities that can be utilized by the STO staff.
- 4.3.6.** The Vendor shall provide the STO with all reports by the first business day after the end of the applicable reporting period.
- 4.3.7. Monthly Reports:** Vendor shall provide the following reports or information in a format agreed upon by the Vendor and the STO:

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- A detailed report identifying number of transactions, unit cost, and total cost;
- An inventory of the securities held;
- A summary of cash receipts and disbursements, which includes, but is not limited to:
 - Date of Transaction
 - Number of Units
 - Market Value
- Any change to the account due to dividends, redemption, stock splits or other action affecting the account; and
- A summary of earnings for the month, which includes, but is not limited to:
 - Income Earned
 - Dividends
 - Interest
 - Corporation Action
 - Other Receipts
 - Fees & Other Expenses
 - Transfers

4.3.8. Holdings Reports: The Vendor shall furnish a Statement of Holdings Report detailing the following information:

- Number of Units
- Issue Name
- Market Value
- Dividends Earned in detail
- Corporate Actions (CUSIP number changes, mergers, splits, etc.)

4.3.9. Conversion: Vendor shall provide a conversion process that will enable the STO to convert to the new system with a minimum interruption of its business that will allow for the establishment of new accounts and will provide for the smooth transfer of all securities from the current vendor. At the conclusion of the contract, the Vendor agrees to allow the STO access to all account history and reports for six months.

4.3.10. Implementation Date: Vendor shall have all Services established and operating within sixty (60) business days of the effective contract date. If the Vendor fails to meet this time frame requirement, the STO may, in its discretion, deem the Vendor in breach of contract and take such action that is in the best interest of the STO. Any such delay will result in the Vendor being liable to the STO for the cost of maintaining its

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current safekeeping provider plus a twenty-five percent (25%) administrative fee. In no event shall the administrative fee exceed the cost of a one-year term as provided by the contract.

4.4. Deliverables – Other

4.4.1 Problem Resolution: Vendor shall provide timely problem resolution solutions regarding the Services provided to the STO.

4.4.2 Disclosure of Subcontractors: If the Contractor intends to utilize subcontractors to perform any of the services in this contract, the Contractor must disclose the following:

Required Information	Bidder Response
Legal business name and full address	
State business was incorporated in	
Phone number	
Description of subcontractor's organization and the services it will provide	
Description of the Contract Activities that will be performed or provided by the subcontractor.	
Information demonstrating the subcontractor meets the requirements for providing those services.	
Website address	
The relationship of the subcontractor to the Contractor	
If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship	

4.4.3 If the Vendor subcontracts or delegates any of its obligations under a contract awarded pursuant to this RFQ, all of the mandatory requirements shall be met by the

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Vendor or its subcontractor, as appropriate. The Vendor shall remain fully responsible for complete performance of all of the Vendor's obligations set forth in this RFQ, and for any such third party's compliance with the provisions set forth herein. A proposal that includes Services provided by a Subcontractor is not considered a joint bid. See Section 3.12 and 3.13 to ensure subcontracts meet requirements.

4.4.4 Insurance: Vendor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its sole expense, insurance covering its work of the type and in amounts reasonably required by the STO or any resulting Contract, per the categories and amounts listed in the General Terms and Conditions document. Vendor's insurance shall, among other things, insure against loss or damage resulting from Vendor's performance of this Contract. All such insurance policies shall remain in full force in effect for the entire term of the Contract and shall not be canceled or changed except after 30 days written notice to the STO. The certificates of insurance are subject to approval by the STO and/or the WV Board of Risk and Insurance Management.

4.4.4.1 Warranty: The Vendor shall warrant that it has examined its insurance coverage and has determined that the STO can be named as additional insured on Vendor's commercial general liability insurance without creating an adverse effect on the Vendor's coverage. Such additional insured requirement may be met through a blanket additional insured basis.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total annual cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. 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 issued against this Contract.

**REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES**

7. PAYMENT: Agency shall pay invoices monthly, in arrears, per the categories reflected on the Pricing Page for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7.1 Vendor must submit invoices either in hard copy or via email. The preferred payment methods by the State are either by EFT/ACH or state credit card. Invoices must match the name of the Vendor listed on the contract. Any variance of name or address information listed within the State's financial system or other business registrations will require supporting documentation to verify and/or may require the issuance of an administrative change order to the contract, or other updates to business registrations.

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 Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency'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 Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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.

**REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES**

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency 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: _____

**REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES**

**EXHIBIT B – See Attached Three (3) Pages
Property Type Codes and Abandonment Periods**



UNCLAIMED PROPERTY

EXHIBIT B

West Virginia State Treasurer's Office

WV Property Type Codes Effective June 10, 2022

CODE	PROPERTY	YEARS
FINANCIAL ORGANIZATIONS		
AC01	Checking Accounts	5
AC02	Savings Accounts	5
AC03	Mature CD or Save Cert	5
AC04	Christmas Club Accounts	5
AC05	Money on deposit to secure funds	5
AC06	Security Deposits	5
AC07	Unidentified Deposits	5
AC08	Suspense Accounts	5
AC99	Aggregate Account balances	5
COLLEGE SAVINGS ACCOUNTS		
CS01	Cash	3
CS02	Mutual Funds	3
CS03	Securities	3
COURTS & GOVERNMENT ENTITIES		
CT01	Escrow Funds	1
CT02	Condemnation Awards	1
CT03	Missing Heir Funds	1
CT04	Suspense Accounts	1
CT05	Other Court Deposits	1
CT08	General Receiver accounts	1
CT09	Court Ordered Refunds/Restitution	1
CT13	Bonds deposited with the Court	1
CT99	Aggregate Court Deposits	1
DEMUTUALIZATION		
DM01	Cash	3
DM02	Stock	5
HEALTH SAVINGS ACCOUNTS		
HS01	Health Savings Account	3
HS02	Health Savings Account – Investment	3
INSURANCE		
IN01	Individual Policy Benefits or Claim Payments (Regardless of insurance type; does not include amounts reportable under IN03 o	3
IN02	Group Policy Benefits or Claim Payments (Regardless of insurance type; does not include amounts reportable under IN03 or IN	3
IN03	Amounts due beneficiaries from a life or endowment insurance policy or annuity	3
IN04	Amounts from matured or terminated life insurance policies, endowments or annuities	3
IN05	Premium Refunds (Includes all other life insurance premium refunds not covered by IN04)	3
IN06	Unidentified Remittances	3
IN07	Other Amounts Due Under Policy Terms	3
IN08	Agent Credit Balances	1
IN99	Aggregate Insurance Property	3
TRADITIONAL IRA, SEP IRA, SARSEP IRA AND SIMPLE IRA'S		
IR01	Cash	3
IR02	Mutual Funds	3
IR03	Securities	3
ROTH IRA'S		
IR05	Cash	3
IR06	Mutual Funds	3
IR07	Securities	3
LAW ENFORCEMENT		
LE01	Law Enforcement - Cash	6 months
LE98	Law Enforcement – Tangibles	6 months





UNCLAIMED PROPERTY

West Virginia State Treasurer's Office

EXHIBIT B

CODE	PROPERTY**	YEARS
MINERAL PROCEEDS AND MINERAL INTERESTS		
MI01	Net Revenue Interests	3
MI02	Royalties	3
MI03	Overriding Royalties	3
MI04	Production Payments	3
MI05	Working Interests	3
MI06	Bonuses	3
MI07	Delay Rentals	3
MI08	Shut-in Royalties	3
MI09	Minimum Royalties	3
MI99	Aggregate Mineral Proceeds	3
MISCELLANEOUS CHECKS AND INTANGIBLE PERSONAL PROPERTY		
MS01	Wages, payroll, or salary	1
MS02	Commissions	1
MS03	Workers' Compensation Benefits	1
MS04	Payments for Goods and Services	3
MS05	Customer Overpayments/Credit Balances--Retail only	3
MS06	Unidentified Remittances	3
MS07	Unrefunded Overcharges	3
MS08	Accounts Payable	3
MS09	Credit Balances/Accounts Receivable	3
MS10	Discounts Due	3
MS11	Refunds due	3
MS12	Unredeemed Gift Certificates	3
MS13	Unclaimed Loan Collateral	3
MS14	Pension and Profit Sharing Plans (IRA, KEOGH, e.g.)	3
MS15	Dissolution or Liquidation Funds	1
MS16	Miscellaneous Outstanding Checks	3
MS17	Miscellaneous Intangible Property	3
MS18	Suspense Liabilities	3
MS99	Aggregate Misc Property	3
SAFE DEPOSIT BOXES AND SAFEKEEPING		
SD01	Contents of safe deposit boxes	5
SD02	Contents of any other safekeeping repository	5
SD03	Other Tangible Property	5
SD04	Safe Deposit - Proceeds from the sale of contents	5
SECURITIES		
SC01	Dividends	5
SC02	Interest (Bond Coupons)	5
SC03	Bond Principal	5
SC04	Equity Payments	3
SC05	Profits	3
SC06	Funds Paid to Purchase Shares	3
SC07	Funds for Stocks and Bonds	3
SC08	Shares of Stock (returned by post office)	5
SC09	Cash for Fractional Shares	3
SC10	Unexchanged Stock of Successor Corporation	5
SC11	Other Certificates of Ownership	5
SC12	Underlying Shares	5
SC13	Funds for Liquidation/Redemption of Unsurrendered Stocks or Bonds	3
SC14	Debentures	3
SC15	U.S. Government Securities	5
SC16	Mutual Fund Shares	5
SC17	Warrants (Rights)	3
SC18	Mature Bond Principal	5
SC19	Dividend Reinvestment Plans	5
SC20	Credit Balances	3
SC21	Liquidated Mutual Fund Shares	3
SC99	Aggregate Security Related Cash	3





UNCLAIMED PROPERTY

West Virginia State Treasurer's Office

EXHIBIT B

CODE	PROPERTY**	YEARS
TRUST, INVESTMENTS, AND ESCROW ACCOUNTS		
TR01	Paying Agent Accounts	3
TR02	Undelivered or Uncashed Dividends	3
TR03	Funds held in Fiduciary Capacity (such as, trust, guardian, estate, etc.)	3
TR04	Escrow Accounts	3
TR05	Trust Vouchers	3
TR99	Aggregate Trust Property	3
UNCASHED CHECKS		
CK01	Cashier's Checks	3
CK02	Certified Checks	3
CK03	Registered Checks	3
CK04	Treasurer's Checks -- West Virginia Checks (6 Month Dormancy), All Other Checks (3 Year Dormancy)	6 ms or 3
CK05	Drafts	3
CK06	Warrants	3
CK07	Money Orders -- Financial Organizations (3 Year Dormancy), Entities other than Financial Organizations (7 Year Dormancy)	3 or 7
CK08	Traveler's Checks	15
CK09	Foreign Exchange checks	3
CK10	Expense Checks	3
CK11	Pension Checks	3
CK12	Credit Checks or Memos	3
CK13	Vendor Checks	3
CK14	Checks Written off to Income or Surplus	3
CK15	Other Outstanding Official Checks or Exchange Items	3
CK16	CD Interest Checks	3
CK99	Aggregate Uncashed Checks	3
UTILITIES		
UT01	Utility Deposits	1
UT02	Membership Fees	1
UT03	Refunds or Rebates	1
UT04	Capital Credit Distributions	3
UT99	Aggregate Utilities	1
Virtual Currency		
VC02	Virtual Currency Liquidated	3

Public Agencies - Use the most applicable property type code and report all property with one (1) year dormancy.





Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1349742			Reason for Modification: Addendum No 1 is issued to publish questions and answers and to modify the bid opening date.
Doc Description: Addendum No 1 - UP Securities Custodial			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-22	2024-01-30 13:30	CRFQ 1300 STO2400000003	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor
 Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with the Agency response.
- 2) To modify the bid opening date from 01/24/2024 to 01/30/2024.

--no other changes--

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Securities Custodial Services - Monthly Mtnc Fee	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Monthly Maintenance Fee

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Securities Custodial Services - Physical Items	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Receipt of Physical Items (estimate listed)

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
3	Securities Custodial Services - Receive DTC Item	350.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:

Receipt of DTC Item
(estimate listed)

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
4	Securities Custodial Services - Extensive Research/Calcs	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:

Extensive Research/Calculations
(estimate listed)

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
5	Securities Custodial Services - Receive Mutual Fund	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Receipt of Mutual Fund
(estimate listed)

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
6	Securities Custodial Services - Liquidate DTC Item	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Liquidation of DTC Item
(estimate listed)

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
7	Securities Custodial Services - Liquidate Physical Item	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Liquidate Physical Items (estimate listed)

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
8	Securities Custodial Services - Liquidate Mutual Fund	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Liquidate Mutual Fund
(estimate listed)

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
9	Securities Custodial Services - Return Physical Item	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Return Physical Item
(estimate listed)

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
10	Securities Custodial Services - Return Mutual Fund	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Return Mutual Fund
(estimate listed)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Securities Custodial Services - Return DTC Item	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Return DTC Item
(estimate listed)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Securities Custodial Services - Mailings	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:
Mailings
(estimate listed)

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
13	Securities Custodial Services - Outgoing Wires	12.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description:

Outgoing Wires
(estimate listed)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 4:00 p.m.	2024-01-17

SOLICITATION NUMBER: CRFQ STO2400000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
- 2) To modify the bid opening date from 01/24/2024 to 01/30/2024

--no other changes--

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

Vendor Questions
Solicitation # CRFQ STO2400000003
ADDENDUM #01

Ques #1:

Question 1 of 1: Disaster Recovery Policy and Business Continuance Plan

CRFQ Specifications Provisions 3.3.1 and 3.3.3 require production of a copy of a Vendor's Disaster Recovery Policy and Business Continuance Plan with the Vendor's bid. Such documents often contain sensitive, non-public, confidential and/or trade secret information that is expressly exempt from public disclosure under W. Va. Code §29 B-1-4 (14) which states:

“(a) There is a presumption of public accessibility to all public records, subject only to the following categories of information which are specifically exempt from disclosure under this article: . . .

(14) Security or disaster recovery plans, risk assessments, tests, or the results of those tests; . . .”

However, CRFQ Instruction #21 and General Terms and Conditions #31 indicate that “Your Submission is a Public Document” and advises that a Vendor should not submit material considered to be confidential, a trade secret, or otherwise not subject to public disclosure. The instruction further indicates that even if labeled as falling within one of these categories, it will be produced to the Public and without notice.

With this in mind, will the STO kindly modify these requirements in part and agree to treat copies of the required Disaster Recovery Policy and Business Continuance Plan as confidential, provided a Vendor supplies a statement with the bid submission reserving its right to the protections provided under West Virginia law? Alternatively, will the STO modify the requirements to either accept (a) submission of copies of the policy and plan documents; or (b) a detailed description of the Vendor's Disaster Recovery Policy and Business Continuance Plan in response to Specifications Provisions 3.3.1 and 3.3.3?

Answer #1

Section 3.3.1 and Section 3.3.3 will be modified as follows to ensure that these documents are not included as part of the purchasing bid or contract which is public information. We will modify the language to say that the documents must be provided within 24 hours upon request. All documents should be marked “Confidential and Propriety – Not for Public Disclosure”.

3.3.1 The Vendor must maintain and provide a Disaster Recovery (DR) policy to the STO. A copy of the disaster recovery policy must be provided within 24 hours of request. All documents submitted should be marked “Confidential and Propriety – Not for Public Disclosure.”

3.3.3 The Vendor must maintain and provide a Business Continuance (BC) plan to the STO. A copy of the business continuance plan must be provided within 24 hours of request. All documents submitted should be marked “Confidential and Propriety – Not for Public Disclosure.”

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO STO240000003

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:

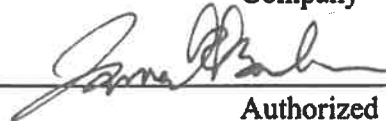
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" 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 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.

Avenu SLS Holdings, LLC

Company



Authorized Signature

01/24/24

Date

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