

WVSTO RFQ Technical Proposal Form

RFQ# STO12008

Vendor Name: ABANDONED PROPERTY EXPERTS, LLC

Address: 5521 GEDDES RD

City: ANN ARBOR State: MICHIGAN ZIP: 48105-9516

Date Proposal Submitted: 04 / 26 / 2012

Vendor FEIN: 16-1677629

Vendor E-mail Address: davidrhopkinson@abandonedpropertyexperts.com

Contact Person Name: DAVID R HOPKINSON Phone: 734 - 645 - 3161

Addenda to the RFQ we have received and reviewed (list): No(s): 1

1. PROPOSAL SUBMISSION

1.1 Proposals shall be submitted in accordance with the RFQ including, without limitation, format, submission date and time, and other submission requirements.

1.2 All proposals, including the five(5) courtesy(hard) copies AND one CD/DVD/USB flash drive, must be received by the RFQ Bid Opening Date and Time. Failure of the Vendor to deliver the proposal in the prescribed manner and on time will result in disqualification.

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WV PURCHASING  
DIVISION

## **3.2 Organizational Requirements**

### **3.2.1 Organization**

Abandoned Property Experts, LLC (herein after referred to as APEX) is a Limited Liability Company formed under the laws of the State of Delaware on June 17, 2003. On August 24, 2010 APEX changed its state of incorporation to Michigan, our state of domicile. APEX' current personnel are David R Hopkinson (administrator/auditor), Avalina C Buikema (auditor). Conducting unclaimed property audits for state governments is our core and our only business. All of our personnel would be dedicated entirely to the audits performed for the West Virginia State Treasurer's Office (WVSTO) under the proposed contract, if awarded. All personnel are thoroughly trained to uphold our high standards of performance and integrity. All personnel are properly supervised to assure their competence and professionalism in the field. APEX will allocate all necessary resources to the successful fulfillment of the requirements of WVSTO under a contract, if awarded.

### **3.2.2 Licenses**

APEX is in compliance with the licensing, registration, and reporting requirements of all of the states with which we currently do business. APEX adheres to the requirements of each state as we receive and while we retain a contractual relationship.

### **3.2.3 Location**

APEX' address and primary office location is 5521 Geddes Rd., Ann Arbor, MI 48105. All services provided to WVSTO under a contract if awarded will be from this location. Conducting unclaimed property audits for the state governments is the only activity conducted out of this facility.

### **3.2.4 Experience**

#### **3.2.4.1**

Since inception conducting unclaimed property audits for state governments has been the core only business of APEX. We have completed hundreds of single-state and multi-state audits of large, medium-sized and small companies in all industries including, but not limited to: manufacturing, retailing, financial services (banks, credit unions, insurance companies, transfer agents, fiduciaries), health care, transportation, state and municipal agencies, publishing, and utilities to determine the extent of their compliance with the Unclaimed Property Laws of our client states. We have the expertise, skills, experience, resources and knowledge to identify and recover unclaimed property belonging to the citizens of West Virginia.

#### **3.2.4.2**

APEX currently has signed contracts with nineteen (19) states to provide services identical to those contemplated by this RFQ. Our longest standing contracts have been in force continuously for over eight years.

#### **3.2.4.2 a.**

Within the last five years APEX has conducted 18 audits in which WVSTO participated.

**All of these engagements were Involuntary Unclaimed Property Audits.**

**For all of these audits the Director was David R Hopkinson(DRH).**

**For all of these audits our client was WVSTO. APEX has no client relationship with Holders. The contract auditor staff person in the WVSTO during these engagements was Carolyn Bellamy(CB).**

<b>Holder</b>	<b>Scope</b>	<b>EndDate</b>	<b>Director</b>	<b>Hours</b>	<b>Office</b>	<b>Contact</b>
Wal-Mart Stores	Payroll	7/1/09	DRH	341.5	Ann Arbor	CB
Sterling Bank & Trust	Full	10/29/08	DRH	146.5	Ann Arbor	CB
Valassis Communications	Full	10/13/08	DRH	137.5	Ann Arbor	CB
Jefferson Security Bank	Full	5/15/07	DRH	103.5	Ann Arbor	CB
Merchants Express	Full	4/18/08	DRH	56	Ann Arbor	CB
U S Bancorp	Full	2/15/08	DRH	97.5	Ann Arbor	CB
Amerisure	Full	6/26/07	DRH	35.5	Ann Arbor	CB
Flying J	Full	11/24/08	DRH	12.5	Ann Arbor	CB
Bristol West Insurance	Full	TBD	DRH	241.5	Ann Arbor	CB
Dart Container Corp	Full	TBD	DRH	232.5	Ann Arbor	CB
Magna Intl of America	Full	TBD	DRH	64.5	Ann Arbor	CB
Philip F Greco Title	Full	TBD	DRH	3,048	Ann Arbor	CB
Valleycrest Companies	Full	TBD	DRH	31.5	Ann Arbor	CB
Dollar Tree	Full	TBD	DRH	64.5	Ann Arbor	CB
UGI Utilities	Full	TBD	DRH	52	Ann Arbor	CB
Starbucks	Full	TBD	DRH	82	Ann Arbor	CB
Big 5 Sporting Goods	Full	3/31/12	DRH	39	Ann Arbor	CB
Ashley Furniture	Full	TBD	DRH	652.5	Ann Arbor	CB

### 3.2.4.2 b.

In the last 5 years the most significant 5 audits APEX conducted in which WVSTO was not participating are shown below.

**All of these engagements were Involuntary Unclaimed Property Audits.**

**For all of these audits the Director was David R Hopkinson(DRH).**

<b>Holder</b>	<b>Scope</b>	<b>EndDate</b>	<b>Director</b>	<b>Hours</b>	<b>Office</b>	<b>Contact</b>
Intl Masters Publishers**	Full	TBD	DRH	1,450	Ann Arbor	Multiple
Arcadia Resources	Full	TBD	DRH	797.5	Ann Arbor	Gonzalo Llano 517-636-5307
BONY Mellon	Full	4/6/12	DRH	431.5	Ann Arbor	Alex Kaufmann 402-202-5053
Universal Insurance	Full	6/21/10	DRH	116.5	Ann Arbor	Gonzalo Llano 517-636-5307
Agility Health	Full	1/27/11	DRH	129	Ann Arbor	Gonzalo Llano 517-636-5307

**\*\* APEX audited this Holder on behalf of WVSTO more than 5 years ago**

In addition to these 5 multi-state audits APEX provided audit services to the Ohio Dept of Commerce under a fixed fee, single state program between 7/1/2005 and 12/19/2008. We conducted 229 unclaimed funds audits. ODOC terminated all 7 vendors' contracts on 12/19/08 due to anticipated budget deficits.

### 3.2.5 Quality Control Review; Litigation

APEX has never been required by any of our client states to contract for an external quality control (SAS) review. We have always asserted that we will make such arrangements if we are ever required to do so. To date it has not been necessary because we do not certify financial statements for clients as a CPA would and we are certified as a Small Business by all the states who offer such certification to their vendors.

### 3.2.6 References

APEX currently has signed contracts with nineteen (19) states to provide services identical to those contemplated by this RFQ. Contact information for three of these states is provided here as references.

#### Michigan Department of Treasury

Term: 11/16/2005 to present

Contact: Gonzalo Llano, Unclaimed Property Administrator

Phone: 517-636-5307

#### Ohio Department of Commerce

Term: 7/1/2005 to present

Contact: Jim Dowley, Unclaimed Property Audit Supervisor

Phone: 614-644-7283

#### Wisconsin State Treasurer

Term: 1/1/2004 to present

Contact: Mary Celentani, Unclaimed Property Administrator

Phone: 608-267-2208

### 3.3 Staff Qualifications

#### 3.3.1 Experienced Staff

All personnel assigned by APEX to perform audits authorized by the WVSTO will have at least one year of auditing experience in unclaimed property auditing. The personnel of APEX, David R. Hopkinson and Avalina C. Buikema have over seventeen (17) years of combined experience identifying, auditing for, collecting, processing, remitting, and reporting unclaimed property for state governments.

Mr. Hopkinson is a founding member of APEX. He has been Chief Executive Officer of the firm since inception. As Chief Executive Officer Mr. Hopkinson conducts audits for our state clients, takes responsibility for training and supervision of staff in all functions of the firm and is responsible for all Administrative activities of the firm. Prior to forming APEX Mr. Hopkinson was employed by Audit Services, U.S., LLC for five (5) years. Mr. Hopkinson served as a Regional Director and Auditor for one (1) year and as Chief Operating Officer and Auditor for four (4) years. As Regional Director and Auditor, Mr. Hopkinson conducted multi-state audits of entities across the full spectrum of industries and types. While serving as their Chief Operating Officer, Mr. Hopkinson continued to conduct audits for unclaimed property when warranted. As the Chief Operating Officer, Mr. Hopkinson's responsibilities expanded to include planning and coordinating all activities of the company including serving as a liaison to state administrators and other department personnel, researching audit candidates, management of unclaimed property, quality control, accounting and reporting, banking relationships and cash management, supervising data processing and control, and supervising all Audit Services personnel. Prior to working for Audit Services, Mr. Hopkinson had experience as a corporate controller for both service and manufacturing companies, a business owner and manager, and public accounting experience with Coopers & Lybrand, CPA's (now PriceWaterhouseCoopers, LLP). Mr. Hopkinson's resume is included as *Exhibit A* in the Miscellaneous section of this proposal.

Ms. Buikema has over four (4) years of experience conducting both single-state and multi-state unclaimed property audits beginning in March 2008. Ms. Buikema also has four (4) years experience conducting audits for the State of Nevada Tax Commission and Dairy Commission. Prior to her employment with the State of Nevada Ms. Buikema held accounting and management positions with manufacturing and construction firms in Nevada for five (5) years. Ms. Buikema's resumé is included as *Exhibit B* in the Miscellaneous section of this proposal.

### **3.3.2 Partner & Supervisory Qualifications**

Mr. Hopkinson takes responsibility for training and supervision of staff in all functions of the firm.

Mr. Hopkinson's contact information is:

Abandoned Property Experts, LLC

5521 Geddes Rd

Ann Arbor, MI 48105-9516

Phone: 734-645-3161

Email: davidrhopkinson@abandonedpropertyexperts.com

### **3.3.2 Contract Manager**

As Chief Executive Officer Mr. Hopkinson takes responsibility for all administrative activities of the firm. Mr. Hopkinson will serve as the manager for APEX of a contract, if awarded.

### **3.3.4 Project Team**

The Project Team for APEX will consist of David R. Hopkinson and Avalina C. Buikema. They have over seventeen (17) years of combined experience identifying, auditing for, collecting, processing, remitting, and reporting unclaimed property for state governments. Mr. Hopkinson's resume is included as *Exhibit A* in the Miscellaneous section of this proposal. Ms. Buikema's resumé is included as *Exhibit B* in the Miscellaneous section of this proposal.

### **3.3.5 Continuation of Quality Staff**

APEX anticipates staff stability based on our experience of the last four years, our professional levels of compensation, a flexible professional work environment and the affinity our staff has in the interesting, challenging and worthwhile work we perform. APEX will endeavor to maintain the stability we have enjoyed and will inform WVSTO in writing prior to any staff changes on audits APEX is authorized to conduct on behalf of WVSTO. APEX acknowledges that WVSTO retains the right to approve or reject replacements.

### **3.3.6 Subcontractors**

APEX does not subcontract any of the work we perform for our client states in the conduct of our audits.

## **3.4 Specific Work Plan - Audits**

APEX proposes to conduct on-site examinations of potential holders of unclaimed property located within and outside of West Virginia specifically to determine the extent of their compliance with W. Va. Code §36-8-1, et seq., the West Virginia Unclaimed Property Act. APEX is dedicated to thorough, accurate, and complete identification of unclaimed property held by the holder. In all of our examinations we review bank statements, third party reports and accounting records of existing outstanding items as the essential audit evidence of the existence of unclaimed property in the books and records of the holder. The APEX examination approach is based on the program developed by Anthony Andreoli, one of the pioneers in the field of unclaimed property auditing. In all of our audits APEX adheres to the principles decided by the Supreme Court Cases *Texas v New Jersey*, 379 U.S. 674 (1965), *Texas v New Jersey* (85 S.Ct. 1136) and *Pennsylvania v New York* (92 S.Ct. 2880) and all applicable federal legislation regarding which state has the right to escheat property.



The progression of an examination conducted by APEX can vary greatly depending on the cooperation of the holder and on the complexity of the entity and its accounting structure. We provide here a typical sequence of events for the initiation, planning, conduct and completion of an examination in which the WVSTO may chose to participate.

Day 1.....APEX receives initial Letter of Authorization from Lead State

Week 1 .....APEX performs research, creates Holder Profile (contact information, size and nature of entity, industry, locations), and distributes profile to client states.

Week 2 .....APEX contacts entity, exchanges contact info, and sends Pre-Audit Questionnaire

Week 4 .....APEX reviews response to Questionnaire, assembles and sends Records Request

Week 5 .....APEX contacts entity to discuss records request, availability of records, time required to assemble requested records, and schedule a follow-up contact.

Week 7 .....APEX contacts entity to agree on time required to assemble requested records and schedule entrance conference and initial fieldwork.

Week 15.....Entrance conference and initial fieldwork

Week 16.....Continued fieldwork

Week 17.....Continued fieldwork and Exit conference at which APEX presents preliminary audit findings (Holder is provided with copies of APEX working papers that document findings of items that represent potentially unclaimed property). APEX responds to Holder's questions and concerns, provides instructions for addressing preliminary findings, discusses proper form for Due Diligence notice, and agrees to time frame for Holder's research and responses.

Week 26 .....APEX contacts Holder to confirm cooperation and progress on research, address any questions, field any concerns or confusion, and offer any assistance that would help Holder continue to make progress.

Week 35 .....APEX contacts Holder to schedule return visit to review results of research and Due Diligence.

Week 40 .....APEX returns to Holder's location, reviews documentation of research and Due Diligence, presents audit findings, informs Holder of right to appeal, and agrees with Holder on timeframe to remit reportable property.

Week 44.....Holder remits property to APEX. APEX reconciles remittance with audit findings.

Week 46 .....APEX processes each state's data into NAUPA format, assembles remittance packages with NAUPA Report, property, supplemental reports (if any), and invoices.

Week 47.....Upon completion of each examination APEX advises the Holder of their continuing obligation to report property directly to states. APEX provides schedules of any future reportable property and the relevant report dates for any such property identified during our examination. APEX provides the holder with NAUPA electronic format standards.

If a holder fails or refuses to report and deliver unclaimed property, APEX will advise WVSTO as soon as we become aware of the holder's refusal.

### **3.5 Conflicts**

A contract to perform work under this RFQ would create no conflict of interest with regard to any other work performed by APEX for the state of West Virginia or any agency, board or commission thereof. APEX does not have any relationships with any firms, individuals, or subsidiaries that could benefit from our providing services under a contract, if awarded, as a result of our proposal in response to this RFP. APEX does not subcontract any of the services required by our contracts with our state clients. APEX does not pay any portion of our fees to holders or their agents or intermediaries. APEX has no contracts or agreements, written or verbal, with any holders or their agents or intermediaries regarding any aspect of their unclaimed property reporting or processing. Conducting In-voluntary examinations authorized by our client states to determine the extent of Holder's compliance with their unclaimed property statutes is our core and our only business.

### **3.6 Services**

APEX is able to conduct the work contemplated in this RFQ. APEX can either assist Holders in the preparation of or, if necessary, prepare, the reports to the WVSTO, as outlined in section 3.14, 3.17, 3.18, and 3.19 of this RFQ.

#### **3.6.1 Audits**

APEX is able to conduct audits as required by WVSTO. Conducting unclaimed property audits authorized by our client states to determine the extent of Holder's compliance with their unclaimed property statutes is our core and our only business. Since inception APEX has completed hundreds of single-state and multi-state audits of large, medium-sized and small companies in all industries including, but not limited to: manufacturing, retailing, financial services (banks, credit unions, insurance companies, transfer agents, fiduciaries), health care, transportation, state and municipal agencies, publishing, and utilities to determine the extent of their compliance with the Unclaimed Property Laws of our client states.

#### **3.6.2 Involuntary Examinations**

APEX proposes to conduct involuntary examinations of Holders assigned by WVSTO to determine the extent of the Holders compliance with West Virginia Code §36-8-1, et seq. (the Act). It is entirely the province of the WVSTO, in its discretion, to determine which Holders should be subject to involuntary unclaimed property examination conducted on behalf of the WVSTO and to assign Holders to Vendors for involuntary examination. APEX will not consider ourselves authorized to represent the WVSTO unless we have obtained an examination authorization letter from the WVSTO prior to commencing an involuntary examination. If APEX believes there is a conflict of interest or other such reason not to accept an audit assigned by WVSTO, APEX will inform WVSTO within 30 days of receiving that assignment.

#### **3.6.3 Voluntary Examinations**

APEX will conduct voluntary examinations of Holders as required by WVSTO. APEX has not previously contracted with Holders to provide voluntary examination services, although we have been occasionally approached to do so. To date APEX has preferred to avoid any potential conflict of interest that can arise from such engagements. APEX will not solicit a Holder to enter into a voluntary examination agreement if the conditions described in 3.6.3.1, 3.6.3.2, or 3.6.3.3 are present.

APEX acknowledges that the WVSTO permits vendors to solicit Holders organized or incorporated in West Virginia and/or other states to enter into voluntary examination agreements. Although APEX encourages all Holders to comply with all unclaimed funds laws applicable to them, APEX does not solicit Holders as unclaimed property processing clients in order to completely avoid any conflict of interest that might result from any contractual obligation to any Holder. Providing unclaimed property auditing services to state

governments is our core and our only business. In the unforeseen event that APEX agrees to conduct an examination of a Holder pursuant to a voluntary agreement, APEX will obtain an examination authorization agreement from the Holder. The agreement will specify the scope of the examination. APEX will provide a copy of the agreement to the WVSTO upon request. APEX assures the WVSTO that they will thoroughly examine the Holder's records to determine the Holders' compliance with the Act. APEX will never simply accept the Holder's representations and records as to unclaimed property believed to be held or owing. APEX assures the WVSTO that they will not solicit a Holder to enter into a voluntary examination agreement in regard to Holder's unclaimed funds reporting liability if: the Holder is under an involuntary examination being conducted by any Vendor on behalf of and at the initiation of the WVSTO, or if APEX has been notified that such an examination is being conducted by another Vendor on behalf of and at the initiation of the WVSTO, or if APEX has been notified in writing by the WVSTO that an examination of the Holder is planned, or if APEX is notified that the Holder has been contacted within the scope of WVSTO's Desk Audit program.

### **3.7 Timeframe**

APEX will schedule all unclaimed property examinations assigned by the WVSTO at a time mutually agreeable with the Holder, however no later than ninety (90) days after the notification to APEX of the assignment of the examination, except on a showing of good cause. APEX will complete all examinations assigned by the WVSTO and submit the report to the WVSTO within one (1) year of the assignment of the examination, unless APEX receives an extension from the WVSTO.

### **3.8 Notices**

APEX will comply with the notice requirements of the WVSTO and applicable state law. APEX will advise each Holder of the provisions of the Act for notifying owners of their property. APEX will notify the WVSTO if Due Diligence has not been carried out by a Holder.

### **3.9 Act Requirements**

APEX is thoroughly versed in West Virginia Code §36-8-1, et seq. and can properly advise Holders of their obligations under the Act. APEX will advise Holders that all property reported and remitted must conform to the requirements of the Act. Holders are not exempt from any section of the Act, including but not limited to West Virginia Code §36-8-24, which grants the WVSTO the authority to charge penalties and interest to delinquent Holders. APEX will not represent to Holders that penalties and interest will be waived without written authorization from the WVSTO.

### **3.10 Demands for Remittance**

APEX is able to demand and accept remittances of unclaimed property from Holders. Unless otherwise authorized by WVSTO APEX will not make a demand of a Holder for remittance of property to the WVSTO until such time as the Holder and APEX reconcile and agree upon the report to be filed with the WVSTO. In the event APEX and Holder do not agree upon the report to be filed, the WVSTO shall decide the matter.

### **3.11 Out of Proof Reports**

APEX is able to recognize and handle out of proof reports. APEX will inform the Holder that out of proof reports will only be accepted if the Holder pro-rates the report prior to submittal to the WVSTO, and only if allocated for each individual owner, in order to reconcile to the actual dollar and/or share amount submitted to the WVSTO. APEX acknowledges that out of proof reports will only be accepted by the WVSTO with written assurances by Holders that should all owners come forward, Holder will provide the balance due.



### **3.12 Closure**

APEX is able to properly close audits. After APEX and the Holder have agreed to the amount deliverable, APEX agrees to provide a final examination report to the Holder and to WVSTO having content and format proscribed by WVSTO. The report will summarize the procedures performed and the conclusions reached, including the amount due as a result of the audit. APEX's working papers will be available for review by WVSTO.

### **3.13 Dispute Resolution**

APEX is able to assist in dispute resolution. APEX has read, understood and agrees to abide by the Dispute Resolution process described in the RFQ.

### **3.14 Reporting**

In conjunction with the identification and collection of unclaimed property from either voluntary or involuntary examinations APEX will:

#### **3.14.1**

Audit and process records of unclaimed property obtained from Holders and/or their agents

#### **3.14.2**

Prepare and submit to the WVSTO reports of unclaimed property in accordance with the requirements of the Act and corresponding legislative rule 112 CSR 5

#### **3.14.3**

Demand Holders and/or their agents deliver to APEX the property deemed owing under the Act and corresponding legislative rule 112 CSR 5. APEX asserts that all securities delivered to APEX (other than bearer securities) will be properly endorsed and in form for transfer. APEX will be responsible for determining that endorsement is in the proper form for transfer prior to receipt and subsequent delivery to the West Virginia Treasury.

#### **3.14.4**

Collect and forward all unclaimed property recovered on behalf of the WVSTO to WVSTO or its designee.

### **3.15 Standards**

APEX asserts that the identification of unclaimed property from the records of Holders, the processing of records and the demands for payment of the property to the WVSTO shall be made pursuant to and in accordance with Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS). APEX does not contemplate any exceptions to this assertion, but in the unforeseen event that an exception would be necessary, APEX will seek approval in writing from the WVSTO before continuing the examination.

### **3.16 Authority**

APEX will act only within the scope of authority granted by the WVSTO. If estimation is required due to the absence of holder records, APEX will request approval from the WVSTO for the use of estimation prior to the submission of the audit report.

### **3.17 Reports and Notices**

APEX will timely submit all required reports and notices to the WVSTO at the address indicated in the RFQ.

### **3.18 Electronic Reporting**

APEX will report all unclaimed property electronically using the NAUPA II standardized unclaimed property reporting format. APEX will also provide this report in paper format. APEX acknowledges that these requirements may be amended at the written direction of the WVSTO.

### **3.19 Report Format**

When the report includes securities APEX will include in the report the cusip number for the issue, the certificate number that corresponds to the shares on the report, the holder's FEIN number, and the value of the shares on the date the shares were received by APEX.

### **3.20 Securities**

APEX will process all securities according to the procedures established by State law and the WVSTO.

#### **3.20.1**

APEX will cause all securities to be re-registered and delivered using Depository Trust Company (DTC) designations when applicable. For all securities that are not DTC eligible, APEX will cause them to be re-registered to the West Virginia State Treasurer and delivered in physical form to the WVSTO, or its designee.

#### **3.20.2**

Alternatively, if WVSTO requires APEX will instruct the Holder, acting as agent for WVSTO, to liquidate the security and report the proceed as unclaimed property.

#### **3.20.3**

If required by WVSTO to facilitate liquidation, APEX will report securities in our possession and comply with the WVSTO's directive as to whether to liquidate securities in our possession.

#### **3.20.4**

Securities listed on established stock exchanges will be sold at prevailing prices on the exchange at time of sale. Other securities will be sold over the counter at prevailing prices at time of sale.

#### **3.20.5**

APEX will instruct the Holder to deliver to the WVSTO the proceeds of any sale pursuant to these subsections within 60 days of any such sale net of reasonable brokerage or transfer agent fees and including any accrued interest, dividends or other earnings reportable.

### **3.21 Other Property**

APEX asserts that all funds, securities, and other property constituting unclaimed property shall be paid or delivered to the WVSTO, or its designee. APEX asserts that the delivery or payment will be subsequent to the processing of the Holder's records and APEX's demand of report and payment or delivery. APEX will segregate and securely maintain all funds, securities and other property for a period not to exceed thirty (30) calendar days prior to disbursement to the WVSTO or its designee. Documentation that accompanies remittances by APEX to the WVSTO will indicate the date the property was received by APEX.

### **3.22 Interest Credits**

APEX asserts that the WVSTO will receive an interest credit equal to the interest earned on all cash funds held by APEX on behalf of the WVSTO from the date following the day such funds are paid in good funds to APEX until, but not including the date such funds are remitted by APEX to the WVSTO and that interest payable to the WVSTO will be credited against fees payable to APEX.

### **3.23 Release Agreements**

APEX agrees to prepare a release agreement, when requested by a Holder, to be signed by the Holder and WVSTO, which shall identify the property to be remitted, and verify that the appropriate abandonment period has been met for each type of property reported. APEX has reviewed and acknowledges receipt of a sample

release agreement form (included with RFQ# STO12008 as Exhibit C). APEX acknowledges that the WVSTO has the right to modify the terms of the release agreement in its discretion.

### **3.24 Instructions**

APEX is thoroughly versed in West Virginia Code §36-8-1, et seq. and can properly advise Holders of the requirements of the Act. Upon completion of each examination, APEX will instruct each holder to file all future reports directly to the WVSTO according to the reporting requirements of WVSTO. APEX acknowledges that the WVSTO will not pay a fee for subsequent reports when a holder is re-examined unless the WVSTO has given prior approval in writing.

### **3.25 Work-In-Progress Reports**

APEX will provide to the WVSTO monthly Work in Progress reports as follows:

#### **3.25.1**

By the 15th of each month APEX will provide to WVSTO a Work in Progress Report which for each holder under examination, includes but is not limited to:

- Holder's Name
- State of Incorporation
- Federal Employer Identification Number
- Issue Name
- Property Type
- Engagement Date
- Types of records being examined
- Whether the examination is voluntary or involuntary
- Status Commentary

#### **3.25.2**

APEX will provide the Work in Progress reports in the format required by the WVSTO. APEX will provide the information in a comma delimited text electronic file format as well as a paper format to the WVSTO. Only those entities APEX is actively engaged in examining on behalf of the WVSTO will be included on the Work in Progress report submitted to the WVSTO. APEX will not include Holders unless an authorization agreement has been obtained from the WVSTO for involuntary examinations, or from the Holder, for voluntary examinations. APEX acknowledges that the WVSTO has the right to amend these requirements in writing at the discretion of the WVSTO.

### **3.26 Review of Records**

APEX acknowledges that the WVSTO has the right to review all records maintained by APEX to ensure compliance with all the terms and conditions of the purchase order issued pursuant to this RFQ. APEX acknowledges that the WVSTO has the right to schedule reviews at a time designated by the WVSTO. All working papers and reports will be retained at no expense to WVSTO for a minimum of ten (10) years unless APEX is notified in writing by the WVSTO to extend the retention period.

### **3.27 Joint Examinations**

APEX acknowledges that the WVSTO has the right to participate in a joint examination of any Holder, at any time, with APEX. Further, APEX acknowledges that the WVSTO has the right to reject any audit reports not in compliance with the requirements of this RFQ.

### **3.28 Property Disputes**

APEX is able to assist the WVSTO with property disputes. APEX will notify the WVSTO of disputes within 30 days of the determination that a dispute exists. APEX will make all reasonable efforts to resolve such disputes, provide the WVSTO the date of resolution and remit property within 30 days of resolution.

### **3.29 Reasonable Compensation**

APEX has read, understood and agrees to accept alternate compensation under the circumstances and according to the terms presented in Sections 3.29.1.1 through 3.29.16 of the RFQ.

### **3.30 Fees**

#### **3.30.1**

APEX agrees that our fees for the identification and collection of unclaimed property will be a flat thirteen (13%) percent of the net unclaimed property remitted to the WVSTO, less any interest due pursuant to Section 3.22, except as provided in Section 3.30.2. APEX acknowledges that net unclaimed property is defined as the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with APEX.

#### **3.30.2.1**

APEX agrees that, in the event our fee calculated according to Section 3.30.1 would be less than the alternate hourly rate of \$65.00, the alternate hourly rate will then apply for involuntary examinations assigned to APEX by the WVSTO. APEX acknowledges that the hourly fee is total and complete unless APEX receives prior written approval to the contrary from the WVSTO.

#### **3.30.2.2**

APEX acknowledges that WVSTO will not reimburse APEX for travel expenses or expenses incurred to fulfill the requirements of the contract. APEX will be responsible for all costs and expenses of fulfilling the requirements of the contract.

#### **3.30.2.3**

APEX acknowledges that failure to deliver property to the WVSTO within thirty (30) days of receipt from the Holder may result in reductions in fees, except as provided in Section 3.28 (Property Disputes).

#### **3.30.2.4**

APEX acknowledges that audit reports, funds and securities that are submitted thirty-one (31) to sixty (60) calendar days after the receipt of property by APEX or its designee may be subject to a 33% fee reduction.

#### **3.30.2.5**

APEX acknowledges that audit reports, funds and securities that are submitted sixty-one (61) to ninety (90) calendar days after receipt of property by APEX or its designee may be subject to a 66% fee reduction

#### **3.30.2.6**

APEX acknowledges that audit reports, funds and securities that are submitted past ninety-one (91) calendar days after the receipt of property by APEX may be considered past due, and result in a forfeiture of the entire fee. APEX acknowledges that the WVSTO has the right to require APEX to submit all reports and property immediately upon reaching past due status.

### **3.31 Expenses**

APEX will be responsible for the payment of or provision for the payment of all expenses incurred in connection with all services provided.

### **3.32 Confidentiality**

APEX will preserve the integrity of WVSTO security and confidentiality. If APEX is engaged in handling confidential information, APEX will exercise appropriate security precautions. APEX will hold all information provided to the WVSTO about a Holder's property confidential for the WVSTO. APEX acknowledges that, pursuant to West Virginia Code §36-8-25, unclaimed property records are confidential and not subject to the West Virginia Freedom of Information Act, West Virginia Code §29B-1-1 et seq.

### **3.33 Terms & Conditions**

APEX has read, understood and agrees to be bound by the Special Terms & Conditions included with this RFQ as ATTACHMENT 1 including **1. Term, 2. Insurance Requirements, 3. License Requirements, 4. Vendor Warranties, 5. Subcontractors, Joint Ventures, 6. Independent Contractor, 7. Costs, Fees and Payments, 8. Price Changes, 9. Notification of Material Changes, 10. Right to Terminate, 11. Right to Modify, 12. NOTICE, 13. Liquidated Damages, 14. Mandatory Forms.**

### **3.34 Exceptions**

APEX acknowledges that exceptions to these provisions must be approved in writing by the WVSTO. APEX has submitted no exceptions with this proposal.



MISCELLANEOUS

SECTION

II. VENDOR AFFIRMATION

VENDOR AFFIRMATIONS AND SIGNATURE

The Vendor hereby covenants, agrees and acknowledges:

1. Vendor has read and understands the RFQ and all attachments thereto;
2. The submitted proposal, which includes the Technical Proposal Form, is in response to the RFQ and all Attachments thereto;
3. The proposal submitted meets or exceeds all the Mandatory Requirements of the RFQ and that Vendor will provide any additional documentation deemed necessary by the STO to demonstrate compliance with the Mandatory Requirements;
4. To be bound by the Proposal and any purchase order and change order, as amended;
5. That the person signing this Technical Proposal Form and the submission of the Proposal is authorized to bind the Vendor to this proposal;
6. The Proposal was prepared independently from all other Vendors, and without collusion, fraud or other dishonesty;
7. That this Proposal shall remain valid for a period of ninety (90) days after the proposal opening date for the RFQ;
8. To provide the Services in accordance with any resulting purchase order, as may be amended from time to time;
9. The STO is not liable for any claims and the Vendor will not assert any defense based upon, resulting from, or related to, Vendor's failure to comprehend all requirements of the RFQ; and
10. Any exception Vendor takes to the terms and conditions of the RFQ, including any STO proposed agreement; any alternative terms and conditions it wants to offer; and any Vendor-proposed agreement have been submitted with this Proposal in the Miscellaneous Section and will comply with the laws, rules, regulations and policies of the STO, the requirements of the RFQ, and the Attachments thereto and any other document required by the STO; and
11. This proposal is not contingent upon the STO's acceptance of any offered exception, proposed revision or any term or condition found objectionable by the STO and the STO has no obligation to accept or negotiate terms and conditions or an agreement.

1  
David R Hopkinson  
Printed Name

David R Hopkinson  
Authorized Signature

## Exhibit A

### DAVID R. HOPKINSON

5521 Geddes Rd.

Ann Arbor, MI 48105

Phone: (734) 645-3161

Email: davidrhopkinson@abandonedpropertyexperts.com

<b>EXPERIENCE</b>	<b>ABANDONED PROPERTY EXPERTS, LLC</b>	Ann Arbor, MI
2003-Present	<i>Unclaimed Funds Recovery and Processing</i> <b>Member</b> <ul style="list-style-type: none"><li>• Conducted <b>research</b> for client states for <b>optimal audit selection</b>.</li><li>• Developed <b>bank relationships</b> essential to establishment of the business.</li><li>• Developed essential <b>relationships with key governmental agencies</b>.</li><li>• <b>Designed and developed</b> training program for client states.</li><li>• Developed effective approval process to <b>solicit new business</b>.</li><li>• Supervised and conducted contract procurement and administration processes.</li></ul>	
2000-2004	<b>AUDIT SERVICES, U.S., LLC</b> <i>Unclaimed Funds Recovery and Processing</i> <b>Chief Operating Officer</b> <ul style="list-style-type: none"><li>• Managed <b>turn-around</b> of floundering organization.</li><li>• Managed improvement of <b>cash flow</b> and <b>bank relationships</b> required for growth.</li><li>• Developed essential <b>relationships with key governmental agencies</b>.</li><li>• <b>Designed management reports</b> to provide critical financial information.</li><li>• Developed effective approval process to <b>solicit new business</b>.</li><li>• Supervised all Administrative, Audit and Data Processing staff.</li><li>• Established successful <b>website and sales presentation</b> format to attract new business.</li><li>• Negotiated attractive <b>joint ventures</b> to expand capacity.</li></ul>	Columbus, OH
1999-2000	<b>Northeast Regional Director</b> <ul style="list-style-type: none"><li>• Supervised regional audits including insurance, financial, manufacturing and service firms.</li><li>• Established <b>relationships with important governmental agencies</b>.</li><li>• <b>Developed new business</b> through successful sales presentations.</li></ul>	
1997-1999	<b>COLAWATER REAL ESTATE, LTD.</b> <i>Residential Property Redevelopment</i> <b>General Manager</b> <ul style="list-style-type: none"><li>• Negotiated <b>complex multi-party deal</b> for purchase of two complexes.</li><li>• Maintained <b>banking relationships</b> and arranged attractive credit terms.</li><li>• Structured interim financing for <b>maximum return on investment</b>.</li><li>• Produced all quarterly <b>financial reports and tax returns</b>.</li><li>• <b>Managed improvement</b> of one of Toledo's worst apartment complexes.</li><li>• Established and implemented <b>tenant selection</b> process for a complete change of clientele.</li><li>• Developed <b>maintenance plan</b> to complete rehabilitation of property.</li></ul>	Toledo, OH
1995-1997	<b>HYDRO ALUMINUM ADRIAN</b> <i>Automotive Supplier, Aluminum Extrusion and Forming</i> <b>Controller</b> <ul style="list-style-type: none"><li>• Planned and supervised <b>physical inventory</b> annually.</li><li>• Planned <b>year-end audits</b>, supervised preparation of all PBC schedules.</li><li>• Designed procedure for <b>internal audit</b> of metal consumption and cost.</li><li>• Coordinated union, staff and programmers to upgrade <b>payroll system</b> for <b>Y2K compliance</b>.</li><li>• Developed and improved cost models for more accurate <b>price quotes</b>.</li><li>• Established <b>Purchasing program</b> that reduced costs by \$60k and inventory by \$300k.</li><li>• Improved <b>cash management</b>, turned \$160k interest expense to \$140k income.</li><li>• Developed staff competence through <b>training, delegation and promotion</b>.</li><li>• Designed and implemented tools to streamline <b>monthly reporting</b> process.</li><li>• Improved <b>timeliness of reporting</b> from regularly late to always on-time in 6 months.</li></ul>	Adrian, MI

- Negotiated innovative retail wheeling electricity contract to **reduce cost** by \$200k.
- Led Task Force to develop **strategic plan** for new Forming product line.
- Participated in highly selective **manager development program**.
- Selected "chairman" of final manager development session by peers.

**UNIVERSITY MICROFILMS, INC.**

Ann Arbor, MI

1992-1995

*Microfilm, Publishing, and Internet and CD-ROM Databases*

**Senior Cost Accountant**

- Planned and supervised **physical inventory** annually.
- Developed **product cost budget** annually, monitored and controlled variances monthly.
- Negotiated **supplier contracts** for cost reductions and inventory consignment.
- **Supervised audit** and update of accounting for royalty, the company's primary cost.
- Developed and **implemented controls** for Database and Electronic Equipment products which **improved profits** by \$.9 million in 1993 and \$1 million in 1994.
- Led company-wide inventory control effort that **reduced inventory** by 54%.
- Designed and developed management reports for **improved cost control** and **pricing of rapidly developing Electronic Publishing products**.
- Designed **re-engineered Order Fulfillment** process and Business Information System with **cross-functional team** of co-workers and consultants.
- Coordinated accounting for **acquisition** of The Information Store.

**COOPERS & LYBRAND**

Detroit, MI

1991-1992

*Certified Public Accountants*

**Staff Auditor**

- Audited **large SEC clients** (Ford consolidation, Masco Corp).
- **Supervised Medicare/Medicaid audits** for the State of Michigan.
- **Supervised audit of assets** of acquisition target for acquiring client.
- Developed analytical schedules for **Thorn Apple Valley IPO**.
- Developed effective marketing tools for **Corporate Finance and Consulting**.
- Passed CPA exam **May 1992**.

**HOPKINSON HOMES AND IMPROVEMENTS**

State College, PA/

*Commercial and Residential Construction and Remodeling*

Ann Arbor, MI

1975-1991

**Proprietor**

- Completed complex projects **within deadlines and budgets** for diverse clients.
- Managed **residential rental properties** for current income and capital gains.
- Maintained **banking relationships** for critical financing requirements.
- Provided **decision-relevant feasibility studies** to commercial real-estate investors.
- Increased volume of business **28%** in each of the first three years of operations.

**EDUCATION**

**THE UNIVERSITY OF MICHIGAN**

Ann Arbor, MI

1988-1991

**Graduate School of Business Administration**

**Master of Accounting and Bachelor of Business Administration, May 1991.**

- Concentration in **Accounting/Finance, GPA: 6.45/8.00**
- Financed 85 % of education by self-employment as a building contractor.

1985-1988

**College of Engineering**

- Electrical Engineering with business electives, **GPA: 3.25/4.00**
- Dean's List, Fall 1987
- Physics Tutor, Fall 1986 and Winter 1987

**PERSONAL**

Coached youth soccer, Fall 1985 through Spring 1988

Coached youth basketball, Winter 1988 and Winter 1989

## Exhibit B

### Avalina Cody Buikema

668 Washington Street

Chelsea, MI 48118

Phone: (734) 562-2381

Fax: (734) 562-2382

Mobile: (775) 232-5384

Email: [abuikema@abandonedpropertyexperts.com](mailto:abuikema@abandonedpropertyexperts.com)

#### WORK EXPERIENCE:

- **ABANDONED PROPERTY EXPERTS, LLC** – *Staff Auditor* – March 2008 to Present
- **STATE OF NEVADA, DAIRY COMMISSION** – *Auditor II* – May 2007 to March 2008  
Audit milk processors, distributors and importing retailers for compliance with Nevada dairy statutes. Dairy licensees include national and international companies and extensive travel is required. Procedures require tracing from source documents to Nevada Remittance Returns for correct reporting. Accounts receivable, cost/price and fair trade are also reviewed for compliance. Interpret Nevada Statutes and Administrative Codes, trace source documents to reporting and write detailed narratives of procedures and findings. Oral testimony before Nevada Dairy Commission.
- **STATE OF NEVADA, DEPARTMENT OF TAXATION** – *Auditor II* – March 2004 to May 2007  
Audit businesses for Nevada taxes including Sales and Use Tax, Net Proceeds of Mines Tax and Business Tax. Audits conducted include large casinos, international mining companies and national retailers. Requires knowledge of accounting practices, detailed written reports and interpretation of Nevada Statutes and Administrative Code. Oral testimony before hearing officers and Nevada Tax Commission.
- **SKAGEN DESIGNS** – *Senior Accountant* – January 2003 to July 2003  
Preparation of monthly financial statements for international watch manufacturer. Duties include closing entries, account reconciliations and preparation of required government reports. Relief for accounts receivable and accounts payable.
- **RIBEIRO CORPORATION** – *Assistant Controller* – June 2000 to January 2003  
Supervised staff of eight for large construction contractor/property management company. Positions supervised included cost accountant, accounts receivable, accounts payable, collection, payroll and property management accountant. Financial statement preparation, account reconciliation, bank loan draws and coordinating audits.
- **NEVADA STATE CONTRACTORS' BOARD** – *Accounting Manager* – August 1998 to June 2000  
Supervised all aspects of accounting and personnel for state agency. Financial statement preparation, account reconciliations and state budget preparation. Supervised accounts payable, payroll, banking functions, trust account administration. Maintained personnel records, arranged employee travel and conducted employee training. Oral presentation of financial statements before Executive Officer and Board members.

#### EDUCATION:

**UNIVERSITY OF NEVADA, RENO** - August 2000 to December 2003

B. S. in Business Administration, Major Accounting

GPA: 3.5, Beta Gamma Sigma Honor Society

#### SKILLS:

Self motivated with a positive attitude.

Work well under pressure to meet deadlines.

Work independently and as a member of a team to accomplish goals.

Excellent accounting and written communication skills.

Have experience interpreting statutes.

Have ability to work with all levels of management.

Have proficiency with Microsoft Office and many accounting programs.





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

# Request for Quotation

RFQ NUMBER  
 STO12008

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

STATE TREASURER  
 MAIN CAPITOL BUILDING  
 SUITE E-145  
 CHARLESTON, WV  
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
04/06/2012						
BID OPENING DATE: 04/26/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				THIS ADDENDUM IS ISSUED TO:		
				1) PROVIDE THE DEADLINE FOR TECHNICAL QUESTIONS THAT WAS OMITTED FROM THE ORIGINAL RFQ IN ERROR.		
				ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/11/2012 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.		
				2) EXTEND THE BID OPENING DATE AND TIME TO:		
				BID OPENING DATE: 04/26/2012		
				BID OPENING TIME: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *David R Hopkinson* TELEPHONE 734-645-3161 DATE 4/24/2012  
 TITLE CEO FEIN 16-1677629 ADDRESS CHANGES TO BE NOTED ABOVE



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

# Request for Quotation

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VENDOR

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 MAIN CAPITOL BUILDING  
 SUITE E-145  
 CHARLESTON, WV  
 25305 304-343-4000

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	IS		946-20		
<p>AUDITING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE TREASURER'S OFFICE, IS SOLICITING BIDS FOR THE EXAMINATION OF UNCLAIMED PROPERTY HOLDERS' RECORDS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David R. Robinson</i>	TELEPHONE 734-645-3161	DATE 4/24/2012
TITLE CEO	FEIN 16-1677629	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she 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 <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).





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

# Request for Quotation

RFQ NUMBER  
 STO12008

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 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/29/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David R. Hopkinson</i>	TELEPHONE 734-645-3161	DATE 4/24/2012
TITLE CEO	FEIN 16-1677629	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
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# Request for Quotation

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03/29/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ELECTRONIC MEDIUM SUCH AS CD-ROM,            REV. 01/17/2012</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:            SEALED BID</p> <p>BUYER: 44            RFQ. NO.: STO12008            BID OPENING DATE: 04/10/2012            BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID: 517-333-1644</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David R. Hopsin</i>	TELEPHONE 734-645-3161	DATE 4/24/2012
TITLE CEO	FEIN 16-1677629	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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

# Request for Quotation

RFQ NUMBER  
 STO12008

PAGE  
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

STATE TREASURER  
 MAIN CAPITOL BUILDING  
 SUITE E-145  
 CHARLESTON, WV  
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>David R. Hopkinson</i>						
***** THIS IS THE END OF RFQ STO12008 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David R Hopkinson</i>	TELEPHONE 734-645-3161	DATE 4/24/2012
TITLE CEO	FEIN 16-1677629	ADDRESS CHANGES TO BE NOTED ABOVE

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