



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

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
0001	1	LS		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	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

PAGE
 2

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
<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	TELEPHONE	DATE
TITLE	FEIN	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
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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):						

***** THIS IS THE END OF RFQ STO12008 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

West Virginia State Treasurer's Office
Unclaimed Property Division

Request for Quotations
to provide
Professional Auditing Services
for the
Audit of Unclaimed Property Holders
RFQ# STO12008

PART 1 – GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the West Virginia Purchasing Division ("State") on behalf of the West Virginia State Treasurer's Office, Unclaimed Property Division ("STO"), is soliciting quotations to provide examinations of unclaimed property Holders' records. This Request for Quotations ("RFQ") is issued to obtain professional auditing services ("Services") for the examination of the records of businesses holding unclaimed property ("Holders") for the STO.

The initial term of the Agreement will be for an initial period of one (1) year, and may be renewed for additional one-year periods upon the mutual written consent of the parties, with a maximum of four (4) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time period" shall not exceed twelve (12) months.

This RFQ provides information on the Services; establishes the specifications and the requirements for submitting proposals and provides information on the evaluation process. Entities offering to provide or being solicited to provide the Services contemplated in this RFQ will be referred to as "Vendor" or "Bidder."

1.2 Authorization for Services Requested:

The West Virginia State Treasurer is a constitutional officer charged with the responsibility of accepting and managing unclaimed property reported by Holders. Under the *West Virginia Unclaimed Property Act* (the "Act"), set forth in *W.Va. Code §36-8-1, et seq.*, effective as of July 1, 2011, Holders of property presumed abandoned are required to pay or deliver such property to the West Virginia State Treasurer and must file periodic reports with the STO.

The STO has the authority to audit the records of Holders in order to ensure that they are in compliance with the Act and the corresponding legislative rules, 112 CSR 5. Pursuant to the provisions of *W.Va. Code §36-8-20*, the STO may contract with other persons to conduct Holder audits, collect and process various forms of unclaimed property. Any unclaimed property

identified during these examinations must be remitted to the STO for return to the rightful owners.

The STO has determined that the examination, processing and delivery of unclaimed property, as it relates to Holders with a presence in the State of West Virginia, may be more cost-effective by the utilization of one or more Vendors. Multiple contracts may be awarded for Vendors deemed to be best qualified to provide the Services requested under the Request for Quotation at a fair and reasonable price.

Although the citizens of West Virginia receive the benefits of the property until it is claimed by the owners, the rights of the owners are never forfeited. Advertisements identifying property held by STO are periodically placed in West Virginia newspapers to expedite the return of property.

Additional information regarding the Unclaimed Property Division of the STO is available on the STO website, www.wvtreasury.com/. A glossary of terms used in this RFQ is provided in Exhibit A to this RFQ.

1.3 RFQ Format:

This RFQ has four parts. "Part 1" contains informational sections and a description of the background and working environment of the project. "Part 2" contains general instructions. "Part 3" contains the mandatory criteria and technical specifications for the project. "Part 4" provides quotation format and evaluation information. In addition, the RFQ includes several Exhibits:

Exhibit A – Glossary of Terms
Exhibit B – Property Type Codes and Abandonment Periods
Exhibit C – Standard Release Agreement
Attachment 1 Special Terms & Conditions
Attachment 2 WVSTO RFQ Technical Proposal Form
Attachment 3 WVSTO Confidentiality & Non-Disclosure Agreement
Attachment 4 Vendor Laptop & Security Agreement

1.4 Inquiries:

All inquiries and submissions must be addressed to:

Frank Whittaker, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The State Buyer is the sole contact for any and all inquiries after the release of this RFQ.

Vendors shall not make direct or indirect contact with personnel or consultants of the STO nor any member of the Evaluation Committee during the course of the procurement process (from RFQ release until award of contract/purchase order) to discuss or request information about any aspect of the procurement including the RFQ or its associated evaluation process, except as authorized in the RFQ. Violation of this clause will result in proposal/bid disqualification.

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer, with the exception of questions regarding quotation submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.5. All Vendors receiving this RFQ will receive copies of all inquiries and the responses to such inquiries.

1.5 Schedule of Events:

RFQ Release Date:
 Deadline for Vendor Questions:
 Release of Addendum:
 (STO Response to Vendor Questions)
 Proposals Opening Date and Time:
 Projected Effective Contract Date:

PART 2 – VENDOR INSTRUCTIONS

2.1 Submission Date:

Proposals shall be submitted no later than the date and time specified in the Schedule of Events of the RFQ, Section 1.5. Any proposal not received by the Proposals Opening Date and Time specified in the RFQ will be disqualified.

2.2 Proposal Packages:

Packages submitted with the Technical Proposals shall consist of the original Technical Proposal, five (5) courtesy (hard) copies, which must be exact copies of the original, and one (1) exact copy on CD Rom, DVD or USB flash drive in Adobe PDF or Microsoft Word. Submissions in Adobe PDF should be searchable, rather than just scanned images.

The outside of the proposal package should be clearly marked as follows:

RFQ: STO12008	Bid Opening:
Frank Whittaker, Senior Buyer	
Purchasing Division	
2019 Washington Street, East	
P.O. Box 50130	
Charleston, WV 25305-0130	

2.3 Vendor Responsibility:

Vendor is solely responsible for getting its original proposal and courtesy copies delivered in a readable format by the Proposals Opening Date and Time.

2.4 Proposal Format:

The proposal should contain no more than twenty-five (25) pages, excluding the Technical Proposal Form and the materials provided in the Miscellaneous Section.

Responses should be numbered to correspond to the RFQ section numbers in the Specifications section. Each section shall be tabbed for ease of reference as follows:

Technical Proposal:

- | | |
|------------|--|
| Section I. | Technical Proposal Form (Attachment 2, completed) and the Technical Proposal |
| Section II | Miscellaneous Section |

2.5 Contract Terms and Conditions:

- 2.5.1 Special Terms:** Part 3 of this RFQ details the mandatory requirements that must be met in order for the STO to award a contact under this RFQ. All mandatory requirements must be included in the final contract. Attachment 1, *Special Terms & Conditions*, lists any special terms and conditions applicable to this RFQ.
- 2.5.2 Mandatory Forms:** The final agreement between the parties must include the provisions of the Mandatory Forms required by the State of West Virginia and/or the STO.
- 2.5.3 Additional Terms:** The State/STO may consider additional terms and conditions that the Vendor wishes to propose, including those generally used in the industry, provided that such terms are not contrary to any of the Mandatory Forms or to State law. Any proposed terms, including any special account agreements, authorizations, etc., must be submitted with the Proposal. The State/STO will not consider any additional terms that are tendered by the Vendor after an award of the contract.

PART 3 – MANDATORY TECHNICAL CRITERIA & SPECIFICATIONS

3.1 Instructions for Mandatory Specifications and Requirements:

Services offered must comply with mandatory specifications and requirements. Specifications or requirements using the words "shall," "must," "requires" and "will" are mandatory. Only

proposals meeting mandatory specifications and requirements will be evaluated. Mandatory specifications and requirements must be included in the resulting contract.

The mandatory specifications and requirements requested in this RFQ require a complete response from the Vendor. A simple "yes" or "no" response to the specifications in this Section is not adequate. Vendor must state whether it will provide the Services required and provide any additional information requested.

Proposals from Vendors failing to meet all mandatory specifications or requirements will be disqualified. Decisions regarding compliance with the intent of any mandatory specification or requirement shall be at the sole discretion of the STO.

Purchase Orders may be awarded to all Vendors meeting the mandatory requirements.

The Vendor must provide an affirmative statement that it shall meet the following requirements and provide the Services described:

3.2 Organizational Requirements:

- 3.2.1 **Organization:** The Vendor must be of sufficient size and organization to provide the Services required by the STO. Describe the Vendor, discussing organizational structure, size, ownership, experience and the Vendor's ability, capacity and qualifications for performing the services contemplated by this RFQ.
- 3.2.2 **Licenses:** Vendor must be properly licensed and in good standing with all regulatory and governmental entities. Vendor must submit copies of all required business licenses, certificates and/or registrations upon request or as a matter of proof that it meets certain criteria in order to be considered responsive and responsible.
- 3.2.3 **Location:** Vendor must have a physical location within the United States of America and be authorized to conduct business in the State of West Virginia. All assets and data relating to the STO must be maintained in a facility located within the United States of America. Describe the physical location of the facility from which the Services will be provided and the nature of all business conducted from that facility.
- 3.2.4 **Experience:** The Vendor must have experience in providing the Services required by the STO:
 - 3.2.4.1 The Vendor must have experience in providing unclaimed property audit services. Please describe the Vendor's experience, including years of providing audit services and the nature of the Vendor's current customers and the types of industries in which it has auditing experience. Disclose and discuss any specialized audit or asset-locating policies and procedures related to unclaimed property audits.
 - 3.2.4.2 The Vendor must have experience in working with state governments.

- a. List separately, all engagements for the State of West Virginia within the last five (5) years, ranked on the basis of total staff hours, by type of engagement. For each engagement, the Vendor should indicate the scope of work, date, engagement partners or directors, total hours, the location of the Vendor's office(s) from which the engagement was performed, and the name and telephone number of the principal client contact.
- b. List separately similar engagements with other government entities. The Vendor should list the most significant engagements (maximum of five) performed in the last five (5) years that are similar to the engagement described in this RFQ. These engagements should be ranked on the basis of total staff hours. Indicate the scope of the work, date, engagement partners or directors, total hours (if applicable) and the name and telephone number of the principal client contact.

3.2.5 Quality Control Review; Litigation: The Vendor must have favorable quality control reviews for its work. The Vendor's external quality control review contents should provide either a positive or a non-negative review of the Vendor. Desk reviews or field reviews of the Vendor and litigation must not reflect poorly on the work of the Vendor. Provide all quality control reviews of the Vendor's work for the past two (2) years.

3.2.6 References: The Vendor must have satisfactory references. Please provide the names of at least three (3) references from governmental agencies which administer unclaimed property programs. The references must show that the Vendor has previously conducted unclaimed property audits in a competent and professional manner, or must otherwise demonstrate the ability of the Vendor to perform the Services specified in this RFQ. If a subcontractor or primary Vendor quotation is made the Vendor should provide one (1) client reference for each of the parties involved. The Vendor must provide the name and telephone number of each contact person for each of the clients specified. All or none of these clients may be contacted by members of the evaluation committee to determine the ability of the Vendor and the level of satisfaction with the Vendor. The STO reserves the right to contact any person or entity it believes prudent and to inquire about the Vendor.

3.3 Staff Qualifications:

3.3.1 Experienced Staff: The Vendor must provide experienced staff. All personnel assigned to examinations for the STO must have at least one (1) year of auditing experience in unclaimed property auditing. Include the names and contact information of the specific staff to be assigned to the STO contract. Please submit as much additional information as possible regarding each staff member, including their qualifications, experience and training, relevant continuing professional education and any other pertinent information, such as in a Resume format. Include information such as whether any personnel available for the engagement have articles published in professional journals, conduct or teach seminars, conferences,

college-level courses, etc., or sit on professional accounting firms, auditing boards or committees.

- 3.3.2 Partner & Supervisory Qualifications:** The Vendor must identify all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the audit engagements. Provide the address, e-mail address, telephone number and fax number for each person who will be providing Services to the STO as required by this RFQ.
- 3.3.3 Contract Manager:** The Vendor must provide a Contract Manager for the project. The dedicated Contract Manager must have experience in providing audit services and must be the main point of contact for any contract issue. The Vendor must specify in its proposal the name of the Contract Manager and provide his or her address, e-mail address, telephone number and fax number. If it becomes necessary for the Vendor to change the Contract Manager, the Vendor must notify the STO immediately. The replacement must have similar or more experience than the original Contract Manager. The STO reserves the right to approve any replacement at the time of the contract award or thereafter.
- 3.3.4 Project Team:** The Vendor must provide experienced staff which will be a part of the Project Team that will implement the Services required by this RFQ. The Project Team members will include staff from the STO Unclaimed Property Division and other suggested STO staff, and members assigned by the Vendor. Specify the Vendor's members to the Project Team, their qualifications and experience, and organizational structure for this project.
- 3.3.5 Continuation of Quality Staff.** The Vendor must indicate how the quality of staff over the term of the agreement would be assured. Engagement partners, managers, other supervisory staff and specialists may need to be changed if those personnel leave the Vendor, are promoted or are assigned to another office. These personnel may also be changed for these or other reasons with the express prior written permission of the STO. However, in either case, the STO must be informed in writing of these changes and retain the right to approve or reject replacements based upon their qualifications, experience, or performance. Other personnel may be changed at the discretion of the Vendor provided that replacements have substantially the same or better qualification or experience.
- 3.3.6 Subcontractors:** The Vendor must disclose any potential subcontractor in its proposal to the RFQ. In the event the Vendor proposes providing the required Services through a subcontractor, the proposal must include the name, address, contact information, experience and staff qualifications of the potential subcontractor. The STO must approve any proposed subcontractor prior to entering into any agreement with the Vendor. A proposal that includes Services provided by a Subcontractor is not considered a joint bid. The STO will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor is solely responsible and liable for payment of all financial matters in connection with its employees, contractors and subcontractors.

- 3.4 Specific Work Plan - Audits:** The Vendor must set forth a work plan for the audit, including an explanation for the methodology to be followed. Describe how the partner-in-charge will take an active role in the audit to ensure that individuals with necessary experience and expertise will be assigned to the audit at the appropriate point to ensure timely completion. The work plan must include the approach the Vendor will take during an initial demographic or on-site review, for determining the number of hours that an audit is likely to take. The work plan must identify and describe any potential problems in performing all services described in this RFQ, the Vendor's approach to resolving these problems and any special assistance that will be requested of the Division. Discuss any specialized methodologies used by the Vendor in unclaimed property audits.
- 3.5 Conflicts:** The Vendor must have no conflict of interest with regard to any other work performed by the Vendor for the State of West Virginia, the STO or any other agency, board or commission thereof.
- 3.6 Services:** The Vendor must be able to conduct the work necessary to prepare various reports required by the STO and, if needed, to assist Holders in the preparation of the reports as outlined in the following subsections:
- 3.6.1 Audits:** The Vendor must be able to conduct audits as required by the STO. The Vendor shall undertake to determine, report, and collect all types of unclaimed property in the possession of the Holder, within the scope of the audit. It shall be the Vendor's responsibility to review the records of such Holders of unclaimed property to determine if all property within the scope of the audit, held for owners with a last known address in West Virginia, or in the absence of records of owner names, where the Holder is domiciled in West Virginia, has been reported and remitted to the State. A list of property types and their applicable abandonment periods is attached as Exhibit B.
- 3.6.2 Involuntary Examinations:** The Vendor must conduct assigned involuntary examinations. The STO will assign Holders to Vendors for involuntary examination. Vendor must obtain an examination authorization letter from the STO prior to commencing any involuntary examination. Should the Vendor believe that it cannot conduct an assigned examination due to a conflict of interest or other such reason, Vendor shall notify the STO of the conflict within thirty (30) days of receiving the assignment from the STO. The STO has the final and sole authority to determine who, if anyone, will conduct an involuntary examination of Holders. All unclaimed property funds or securities submitted by the Vendor or the Holder pursuant to an involuntary examination conducted without prior written approval from the STO shall be received by the STO without compensation to the Vendor.
- 3.6.3 Voluntary Examinations:** The Vendor must conduct voluntary examinations of Holders as required by the STO. The Vendor shall be permitted to solicit Holders that are organized or incorporated in West Virginia and/or other states to enter into voluntary examination agreements. Prior to commencing an examination pursuant

to a voluntary agreement, the Vendor must obtain an examination authorization agreement from the Holder. The agreement must specify the scope of the examination. The Vendor must provide a copy of the agreement to the STO. The Vendor must actually examine the Holders' records to determine the Holders' compliance with the Act, not merely accept the Holders' representations and records as to unclaimed property believed to be held or owing. The Vendor shall not solicit a Holder to enter into a voluntary examination agreement in regard to Holder's unclaimed funds reporting liability if:

3.6.3.1 The Holder is under an involuntary examination being conducted by any Vendor on behalf of and at the initiation of the STO, or if the Vendor has been notified that such an examination is being conducted by another Vendor on behalf of and at the initiation of the STO; or

3.6.3.2 The Vendor has been notified in writing by the STO that an examination of the Holder is planned; or

3.6.3.3 The Holder has been contacted within the scope of the STO's Desk Audit program.

3.7 Timeframe: The Vendor must comply with timeframes established by the STO. The Vendor shall schedule an assigned unclaimed property examination at a time mutually agreeable with the Holder; however, the examination shall commence no later than ninety (90) days after the notification to the Vendor of the assignment of the examination, except on a showing of good cause. The Vendor must complete the examination and submit the report to the STO within one (1) year of the assignment of the examination, unless the Vendor receives a written extension from the STO.

3.8 Notices: The Vendor must comply with the notice requirements of the STO and applicable State law. The Vendor shall advise each Holder of the requirements of *W.Va. Code §36-8-7* for notifying owners of their property ("Due Diligence Requirements"). The Vendor shall notify the STO if Due Diligence has not been carried out by a Holder.

3.9 Act Requirements: The Vendor must have a working knowledge and familiarity with the requirement of the Act so as to properly advise Holders of their obligations thereunder. The Vendor shall 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 *W.Va. Code §36-8-24*, which grants the STO the authority to charge penalties and interest to delinquent Holders. The Vendor shall not represent to Holders that penalties and interest will be waived without written authorization from the STO.

3.10 Demands for Remittance: The Vendor must be able to demand and accept remittances of unclaimed property from Holders. Unless otherwise authorized by the STO, the Vendor shall not make a demand of a Holder for remittance of property to the STO until such time as the Holder and the Vendor reconcile and agree upon the report to be filed

with the STO. In the event the Vendor and Holder do not agree upon the report to be filed, the STO shall decide the matter.

3.11 Out-of-Proof Reports: The Vendor must be able to recognize and handle out-of-proof reports. Out-of-proof reports are those in which inaccurate records keeping results in more accounts listed in the report than actual accounts exist, for which property is remitted to the STO. Vendor shall inform the Holder that out-of-proof reports will only be accepted if the Holder pro-rates the report prior to submittal to the STO, and only if allocated for each individual owner, in order to reconcile to the actual dollar and/or share amount submitted to the STO. Out-of-proof reports will only be accepted with written assurances by Holders that should all owners come forward, Holder will provide the balance due.

3.12 Closure: The Vendor must be able to properly close an audit or engagement. After the Holder and the Vendor have agreed to the amount deliverable, the Vendor will provide the Holder and the STO with a final examination report summarizing the procedures performed and the conclusions reached, including the amount deliverable. The content and format of the report shall be in the manner prescribed by the STO. The Vendor's working papers will be subject to the STO's review. The STO will notify the Holder of any interest or penalties assessed on delinquent property.

3.13 Dispute Resolution: The Vendor must be able to assist in dispute resolution. In the event the Vendor and the Holder are unable to reach an agreement as to the terms of the Vendor's final examination report, the Holder may file an administrative appeal with the STO. In order to initiate the appeal process, the Holder must submit the appeal form or a letter containing the information referenced below and return it to the STO's Assistant Director of Unclaimed Property within twenty (20) days of filing the Holder's initial response to the Vendor's draft report. Otherwise, the Holder will be presumed to have agreed to the terms of the draft report.

3.13.1 The appeal must contain the following information:

- a. The name and address of the Holder,
- b. The name and official title of each party participating in the process;
- c. The amount in question and the unclaimed property report years covered by the administrative appeal;
- d. A clear and concise description of each error that the Holder alleges the Vendor made in its findings;
- e. A clear and concise statement of fact upon which the Holder relies in support of each assignment of error;
- f. Whether a hearing is requested;
- g. The relief requested;
- h. The Holder's signature;
- i. The date the form is completed; and
- j. Any other information that may assist the STO in reaching a decision on the matter.

- 3.13.2** The STO staff will review the appeal and work with the Holder to resolve issues. For issues which are not resolvable at the Division level, the Treasurer or his or her designated agent will review the appeal. If the Holder has requested a hearing, the Treasurer or the designated agent will schedule a hearing, to be conducted in accordance with the provisions of the West Virginia Administrative Procedures Act. The Treasurer or the designated agent may also contact the Holder or any other entity he or she considers necessary to reach a decision.
- 3.13.3** The Treasurer will issue a written decision to the Holder and the Vendor. The decision will include findings of fact and conclusions of law.
- 3.13.4** Upon receipt of the Treasurer's decision, the Vendor must incorporate the terms of the decision in its final examination report, and must provide the report to the Treasurer and to the Holder.
- 3.13.5** When a copy of the Vendor's final examination report has been provided to the Treasurer, the Treasurer will notify the Holder in writing of any interest or penalties to be assessed. The Holder may dispute the assessment of interest or penalties, within ten days of receipt of the notice of assessment, by following the procedures set forth in Section 3.13.
- 3.13.6** Any party adversely affected by the Treasurer's decision is entitled to judicial review thereof under the provisions of the West Virginia Administrative Procedures Act.
- 3.14 Reporting:** In conjunction with the identification and collection of unclaimed property, in either voluntary or involuntary examinations, the Vendor must:
- 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 STO reports of unclaimed property in accordance with the requirements of the Act & corresponding legislative rule, 112 CSR 5;
- 3.14.3** Demand Holders and/or their agents deliver to the Vendor the property deemed owing under the Act and corresponding legislative rule, 112 CSR 5. All securities delivered to the Vendor (other than bearer securities) shall be properly endorsed and in form for transfer. The Vendor is responsible for determining if the endorsement is in the proper form for transfer; and
- 3.14.4** Collect and forward the unclaimed property to the STO or its designee.
- 3.15 Standards:** The Vendor must comply with the professional standards required by the STO. The identification of unclaimed property from the records of Holders, the processing of records and the demands for payment of the property to the STO shall be made pursuant to and in accordance with Generally Accepted Accounting Principles

(GAAP) and Generally Accepted Auditing Standards (GAAS). Any exceptions to these provisions must be approved in writing by the STO.

- 3.16 Authority:** The Vendor must act only within the scope of authority granted to it by the STO. STO approval is required for the use of estimation in the absence of Holder records. Written STO approval must be obtained prior to estimation being undertaken.
- 3.17 Reports & Notices:** The Vendor must timely submit all required reports and notices. The examination report and any relevant correspondence must be sent to: West Virginia State Treasurer's Unclaimed Property Division, 1 Players Club Drive, Charleston, West Virginia 25311. Inquiries should be directed to the Unclaimed Property Division at (304) 558-2937.
- 3.18 Electronic Reporting:** Vendor must report all unclaimed property electronically using the NAUPA II standardized unclaimed property reporting format. This format can be downloaded from the West Virginia State Treasurer's website address: <http://www.wvsto.com/dept/UP/Reporting/Pages/NAUPA.aspx>. In addition, this report must also be submitted in paper format, if requested by the STO. These requirements may be amended at the written direction of the STO.
- 3.19 Report Format:** The Vendor must submit reports in the format required by the STO. The report format for securities must also include in addition to the above: The cusip number for the issue; the certificate number that corresponds to the shares on that report; the Holder's FEIN number; and the value of the shares on the date the property is received by the Vendor. The value of any security traded on an exchange shall be the closing price of that security on the date the property is received by the Vendor or the Vendor's custodian. If the property is a security traded over the counter, it shall be the bid price as set forth in the 'pink sheets' on the date the property is received. For any other property the value shall be determined according to generally accepted valuation procedures.
- 3.20 Securities:** The Vendor must process all securities according to the procedures established by State law and the STO.
- 3.20.1** The Vendor shall cause all securities to be re-registered to the State of West Virginia or its nominee, as directed by the STO, and delivered using Depository Trust Company (DTC) designations when applicable. For all securities that are not DTC eligible, the Vendor shall cause them to be re-registered to the WV State Treasurer or its nominee, at the written direction of the STO, and delivered in physical form to the STO, or its designee.
- 3.20.2** In the alternative, in lieu of requiring the transfer of a security to the STO, the STO may require that the Holder, acting as agent for the STO, liquidate the security and report the proceeds as unclaimed property.
- 3.20.3** In order to facilitate this liquidation, when the Vendor has in its possession securities which the Vendor has determined to be reportable to the STO, if requested by the

STO, the Vendor shall send to the STO a report of the securities which appear to have market value. The STO will respond and direct the Vendor as to whether to liquidate securities on the list submitted by the Vendor.

- 3.20.4** Securities listed on an established stock exchange must be sold at prices prevailing on the exchange at the time of sale. Other securities may be sold over the counter at prices prevailing at the time of sale or by any reasonable method authorized by the STO.
- 3.20.5** Within sixty (60) calendar days of any sale conducted pursuant to this subsection, the Holder shall deliver to the STO the monetary proceeds resulting from the sale, after deducting a proportionate share of the reasonable expense of brokerage and transfer fees from the sale of the property. The Holder shall report the number of shares sold and the value of each share, as well as the expense attributable to the sale. The Holder shall include in the reported property all interest, dividends, increments, earnings and accretions due, payable or distributable at the time of liquidation, and all earnings on the property between the time of liquidation and the time of reporting.
- 3.21 Other Property:** The Vendor must timely submit, pay or deliver all funds and other property constituting unclaimed property to the STO, or his designee. The delivery or payment must be subsequent to the processing of the Holder's records and the Vendor's demand of report and payment or delivery. All funds, securities and other property must be segregated and securely maintained by the Vendor for a period not to exceed thirty (30) calendar days prior to disbursement to the STO or its designee. Remittance documentation shall indicate the date the property was received by the Vendor.
- 3.22 Interest Credits:** The Vendor must agree to the payment of interest credits in accordance with STO procedures. The STO shall receive an interest credit from the Vendor equal to the interest earned on all cash funds held by the Vendor on behalf of the STO from the date following the day such funds are paid in good funds to the Vendor until, but not including the date such funds are remitted by the Vendor to the STO. Any interest payable to the STO will be credited against fees payable to the Vendor.
- 3.23 Release Agreements:** The Vendor must prepare release agreements according to STO procedures. The Vendor shall prepare a release agreement, when requested by a Holder, to be signed by the Holder and the STO, which shall identify the property to be remitted, and verify that the appropriate abandonment period has been met for each type of property reported. A copy of a sample release agreement form is attached as Exhibit C. The STO reserves the right to modify the terms of the release agreement in its discretion.
- 3.24 Instructions:** The Vendor must have a working knowledge of the requirements of State law so as to properly advise Holders of all Act requirements. The Vendor, upon completion of the examination of Holder's records, must instruct Holders to file all future reports with the STO, pursuant to the STO's reporting requirements. The STO will not pay

a fee for subsequent reports where the principal/responsible company is re-examined, without prior written STO approval.

3.25 Work-In-Progress Reports: The Vendor must provide to the STO Work-in-Progress reports according to the following procedures:

3.25.1 The Vendor shall provide the STO, by the 15th of each month, a Work-in-Progress Report for each Holder under examination that includes, but is not limited to, the following information:

- a. Holder's Name
- b. State of Incorporation
- c. Federal Employer Identification Number
- d. Issue Name
- e. Property Type
- f. Engagement Date
- g. Types of records being examined
- h. Whether the examination is voluntary or involuntary
- i. Status Commentary (time line of progression or something to this effect)

3.25.2 The Vendor must provide Work-in-Progress reports in the format required by the STO. The Vendor shall provide the information in a comma delimited text electronic file format, and upon the STO's request, in a paper format as well. Only those entities the Vendor is actively engaged in examining may be included on the Work-in-Progress report. Vendors may not include Holders unless an authorization agreement has been obtained from the STO for involuntary examinations, or from the Holder, for voluntary examinations. These requirements may be amended at the written discretion of the STO.

3.26 Review of Records: The Vendor must permit the STO to review all records maintained by the Vendor to ensure the Vendor's compliance with all the terms and conditions of the purchase order issued pursuant to this RFQ. The scheduling of these reviews will be designated by the STO. All working papers and reports must be retained, at the Vendor's expense, for a minimum of ten (10) years from the originating date, unless the Vendor is notified in writing by the STO to extend the retention period.

3.27 Joint Examinations: The Vendor must recognize that the STO reserves the right to participate in a joint examination of any Holder, at any time, with the Vendor. Further, the STO reserves the right to reject any audit reports not in compliance with the provisions of this RFQ.

3.28 Property Disputes: The Vendor must be able to assist the STO with regard to property disputes. Timely disbursement of property may be delayed as a result of a dispute with respect to the delivery, ownership, right of possession and/or disposition of property. Delivery requirements may be suspended at the discretion of the STO pending the resolution of said disputes or as otherwise requested by the STO. The Vendor shall notify the STO of any such disputes within thirty (30) days of determination that a dispute exists. The Vendor shall then make all reasonable efforts to resolve disputes as

quickly as possible. The Vendor shall provide to the STO the actual resolution date of any such disputes, and shall remit the property within thirty (30) days of resolution of disputes.

3.29 Reasonable Compensation: The Vendor must agree to alternate reasonable compensation in certain cases. The Vendor must recognize that the STO has an interest in assuring that businesses comply with the provisions of the Act, regardless of businesses' size. In certain limited circumstances, the STO may wish to assign Vendor a business domiciled and/or geographically located in the State of West Virginia for involuntary examination, where due to the size or nature of the business, the examination may or may not result in sufficient findings in order for the Vendor to be reasonably compensated.

3.29.1.1 For examinations assigned under those circumstances, the STO will notify the Vendor at the time the examination authorization letter is issued that the alternate payment provisions set forth in this Section and in Section 3.30.2 of this RFQ may apply.

3.29.1.2 The Vendor shall determine and submit to the STO an estimate of the number of hours the Vendor anticipates using to complete the audit, prior to commencing fieldwork for the examination. The STO will review the estimate and thereafter determine the number of hours necessary to complete the assigned examination. Vendor shall be notified of the hours approved by the STO for the examination.

3.29.1.3 The Vendor shall conduct the review of Holder/estimation of hours needed for the examination and the examination itself within the allowed time previously approved by the STO.

3.29.1.4 The Vendor shall notify the STO in writing if additional time is needed to perform the estimation or the examination, explaining the grounds for the request for additional hours. The STO will consider the Vendor's request and inform the Vendor in writing of the approval or disapproval of the request for additional hours. Vendor shall not exceed the allotted or estimated hours without prior written approval by the STO.

3.29.1.5 The Vendor will not be compensated for any hours billed in excess of those allotted for the review or estimated for the examination, unless prior written approval was received from the STO.

3.29.1.6 In order to provide reasonable compensation to the Vendor, payment will initially be calculated according to the payment provisions of Section 3.30.1 of this RFQ; provided, however, that if the amount to be paid to the Vendor under that Section would be less than the hourly rate set forth in this Section, the Vendor will be paid the hourly rate as determined in this Section and as set forth in Section 3.30.2.

3.30 Fees: Vendor must agree to payment for audit Services as follows:

3.30.1 Except as provided in Section 3.30.2 below, all fees of the Vendor for the identification and collection of unclaimed property will be a flat thirteen (13%) percent of the net unclaimed property remitted to the STO, less any interest due pursuant to the provisions of this RFQ. Net unclaimed property is 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 the Vendor. Payment will be made in arrears, based upon invoices submitted by the Vendor, once property is received.

3.30.2 For those involuntary examinations assigned by the STO, referenced in Section 3.6.2 [Involuntary Examinations] payment will initially be calculated according to the payment provisions of Section 3.30.1 of this RFQ; provided, however, that if the amount to be paid to the Vendor under that Section would be less than the hourly rate set forth in this Section, the Vendor will be paid the hourly rate as provided in this Section 3.30.2. Payment based upon an hourly rate will be according to the following terms:

3.30.2.1 The Vendor will be paid on an hourly basis at the rate of \$65 per hour. This amount shall be the total and complete fee payable to the Vendor for the Services delivered, unless the Vendor receives the prior written approval of the STO.

3.30.2.2 The STO will not reimburse the Vendor for travel expenses or expenses incurred to fulfill the requirements of the contract. Vendor shall be responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel and all other costs and expenses of the Vendor.

3.30.2.3 Failure to deliver property to the STO within thirty (30) days of receipt from the Holder will result in the following reductions in fees, unless Section 3.28 [Property Disputes] is invoked by the STO or the Vendor or unless the STO waives the reduction for matters beyond the reasonable control of the Vendor:

3.30.2.4 Audit reports, funds and securities that are submitted thirty-one (31) to sixty (60) calendar days after the receipt of property by the Vendor or his designee may be subject to up to a 33% fee reduction, at the discretion of the STO.

3.30.2.5 Audit reports, funds and securities that are submitted sixty-one (61) to ninety (90) calendar days after receipt of property by the Vendor or his designee may be subject to up to a 66% fee reduction, at the discretion of the STO.

- 3.30.2.6** Audit reports, funds and securities that are submitted past ninety-one (91) calendar days after the receipt of property by the Vendor may be considered past due, and may result in a forfeiture of the entire fee, at the discretion of the STO. The STO reserves the right to require Vendors to submit all reports and property immediately upon reaching past due status.
- 3.31 Expenses:** The Vendor shall be responsible for the payment or making provision for the payment of all expenses incurred in connection with all Services provided.
- 3.32 Confidentiality:** The Vendor must preserve the integrity of STO security and confidentiality. If the Vendor is engaged in handling confidential information, it shall exercise appropriate security precautions. The Vendor shall maintain as confidential all information concerning a Holder's property. Pursuant to W.Va. Code §36-8-25, unclaimed property records are confidential and not subject to the West Virginia Freedom of Information Act, W.Va. Code 29B-1-1 et seq.
- 3.33 Terms & Conditions:** The Vendor must agree to the Special Terms and Conditions, appended hereto as Attachment 1.
- 3.34 Exceptions:** Any exceptions to these provisions must be submitted with the Proposal and approved in writing by the STO.

PART 4 - QUOTATION FORMAT

4.1 Vendor's Quotation Format:

The quotation should not be more than twenty-five (25) pages. Responses should follow and correspond to the numeric format provided in this Request for Quotations.

4.2 Order of Quotation:

The quotation shall be assembled in the following order:

- Section I - Technical Proposal:** The Technical Proposal must include the *Technical Proposal Form (Attachment 2)* as a cover sheet. The Technical Proposal section shall describe the bidder's approach and plans for accomplishing the work outlined in Part 3. The plans and approaches should be described in sufficient detail to permit the STO to determine if the Vendor meets all of the mandatory requirements with a minimum of possible misinterpretations. Furthermore, the bidder should demonstrate and describe the effort, skills and understanding of the project necessary to satisfactorily complete the assigned task.

Section II - Miscellaneous Section: This section shall include any additional terms and conditions proposed by the Vendor; any standard contracts, forms or agreements; and any other information or material requested by the STO or that the Vendor deems relevant to the evaluation of the Proposal. Marketing information should not be included in any materials submitted with the Proposal

4.4 Submission Deadline:

All proposals must be submitted prior to the date and time stated in §1.5, the Schedule of Events, as the opening date. All bids will be date and time stamped to verify the official time and date of receipt. Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The State cannot waive or excuse late receipt of a bid which is delayed and late for any reason. Any quotation received after the scheduled bid opening date and time will be immediately disqualified in accordance with State law. The State is not responsible for the delivery of quotations, regardless of the delivery method. Vendor is responsible for getting its original quotation and the courtesy copies delivered by the date and time required.

4.5 Proposal Evaluation:

Vendors must meet all of the Mandatory Requirements of this RFQ in order to become a qualified Vendor. The Evaluation Committee of the STO will review each Proposal and determine which Vendors have met all Mandatory Requirements.

4.6 Award Criteria:

All vendors who meet all of the mandatory specifications may be awarded a contract.

4.7 Reservation of Rights:

Nothing in the RFQ may be construed to limit the State/STO from negotiating for a change in the Services or fees during the term of the contract and purchase order issued pursuant to the RFQ.

The remaining of this page is left blank intentionally.

Exhibit A

Glossary of Terms

Abandonment Period: Time period from date of last owner activity; see *W.Va. Code § 36-8-2* for additional information.

Desk Audit Program: Developed by STO for identification of and communication with Holders with no reporting history or history indicating inadequate reporting.

Due Diligence: Written notice sent by a Holder of unclaimed property to the apparent owner stating that the Holder is in possession of property subject to the Act; see, *W.Va. Code §36-8-7(e)* for additional information regarding this issue.

Holder: An entity obligated to hold for the account of, or deliver or pay to, the owner property subject to the Act.

NAUPA: National Association of Unclaimed Property Administrators.

Security: 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.

Vendor: An entity contracting with the STO to provide Services pursuant to this RFQ.

PROPERTY TYPE CODES AND ABANDONMENT PERIODS

CODE	PROPERTY**	YEARS
BANKS & FINANCIAL INSTITUTIONS		
AC03.	Automatically Renewable CD or Save Cert	7
AC04.	Interest bearing Christmas and Vacation Club Funds	7
AC05.	Money on deposit to secure funds	5
AC06.	Security Deposits	5
AC07.	Unidentified Deposits	5
AC08.	Suspense Accounts	5
AC11.	Non-interest Bearing Checking	5
AC12.	Interest Bearing Checking	7
AC13.	Non-interest Bearing Savings	5
AC14.	Interest Bearing Savings	7
AC16	Non-Interest Bearing Christmas and Vacation Club Funds	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	5
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 or IN04)	5
IN02.	Group Policy Benefits or Claim Payments (Regardless of insurance type; does not include amounts reportable under IN03 or IN04)	5
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)	5
IN06.	Unidentified Remittances	5
IN07.	Other Amounts Due Under Policy Terms	5
IN08.	Agent Credit Balances	1
IN99.	Aggregate Insurance Property	5
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.	Cash	6 months
LE02.	Securities	6 months
MINERAL PROCEEDS AND MINERAL INTERESTS		
MI01.	Net Revenue Interests	5
MI02.	Royalties	5
MI03.	Overriding Royalties	5
MI04.	Production Payments	5
MI05.	Working Interests	5
MI06.	Bonuses	5
MI07.	Delay Rentals	5
MI08.	Shut-in Royalties	5
MI09.	Minimum Royalties	5
MI99.	Aggregate Mineral Proceeds	5

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	5
MS05.	Customer Overpayments/Credit Balances--Retail only	3
MS06.	Unidentified Remittances	5
MS07.	Un-refunded Overcharges	5
MS08.	Accounts Payable	5
MS09.	Credit Balances/Accounts Receivable	5
MS10.	Discounts Due	5
MS11.	Refunds due	5
MS12.	Unredeemed Gift Certificates	3
MS13.	Unclaimed Loan Collateral	5
MS14.	Pension and Profit Sharing Plans (IRA, KEOGH, e.g.)	3
MS15.	Dissolution or Liquidation Funds	1
MS16.	Miscellaneous Outstanding Checks	5
MS17.	Miscellaneous Intangible Property	5
MS18.	Suspense Liabilities	5
MS99.	Aggregate Misc Property	5
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.	Principal Payments	5
SC04.	Equity Payments	5
SC05.	Profits	5
SC06.	Funds Paid to Purchase Shares	5
SC07.	Funds for Stocks and Bonds	5
SC08.	Shares of Stock (returned by post office)	5
SC09.	Cash for Fractional Shares	5
SC10.	Un-exchanged Stock of Successor Corporation	5
SC11.	Other Certificates of Ownership	5
SC12.	Underlying Shares	5
SC13.	Funds for Liquidation/Redemption of Un-surrendered Stocks or Bonds	5
SC14.	Debentures	5
SC15.	U.S. Government Securities	5

SC16.	Mutual Fund Shares	5
SC17.	Warrants (Rights)	5
SC18.	Mature Bond Principal	5
SC19.	Dividend Reinvestment Plans	5
SC20.	Credit Balances	5
SC21.	Liquidated Mutual Fund Shares	5
SC99.	Aggregate Security Related Cash	5
TRUST, INVESTMENTS, AND ESCROW ACCOUNTS		
TR01.	Paying Agent Accounts	5
TR02.	Undelivered or Un-cashed Dividends	5
TR03.	Funds held in Fiduciary Capacity (such as, trust, guardian, estate, etc.)	5
TR04.	Escrow Accounts	5
TR05.	Trust Vouchers	5
TR99.	Aggregate Trust Property	5
UNCASHED CHECKS		
CK01.	Cashier's Checks	5
CK02.	Certified Checks	5
CK03.	Registered Checks	5
CK04.	Treasurer's Checks -- West Virginia Checks (6 Month Dormancy), All Other Checks (5 Year Dormancy)	6 ms or 5 yrs
CK05.	Drafts	5
CK06.	Warrants	5
CK07.	Money Orders -- Financial Institutions (5 Year Dormancy), Entities other than Financial Institutions (7 Year Dormancy)	5 or 7
CK08.	Traveler's Checks	15
CK09.	Foreign Exchange checks	5
CK10.	Expense Checks	5
CK11.	Pension Checks	3
CK12.	Credit Checks or Memos	5
CK13.	Vendor Checks	5
CK14.	Checks Written off to Income or Surplus	5
CK15.	Other Outstanding Official Checks or Exchange Items	5
CK16.	CD Interest Checks	5
CK99.	Aggregate Un-cashed Checks	5

UTILITIES		
UT01.	Utility Deposits	2
UT02.	Membership Fees	2
UT03.	Refunds or Rebates	2
UT04.	Capital Credit Distributions	5
UT99.	Aggregate Utilities	2
** Public Agencies - Use the most applicable property type code, but report all property with a 1-year dormancy.		

Exhibit C

STANDARD RELEASE AGREEMENT

This Standard Release Agreement ("Agreement"), effective the _____, 20__, is made by and between the West Virginia Office of the State Treasurer, Unclaimed Property Division ("the STO") and _____ (the "Holder").

WHEREAS, _____ on behalf of the West Virginia Office of the State Treasurer, Unclaimed Property Division, has performed an unclaimed property examination, pursuant to the provisions of West Virginia Unclaimed Property law to determine the Holder's compliance with the West Virginia Unclaimed Property law (the "Unclaimed Property Law"), and

WHEREAS, based upon the results of the examination, _____ has reported and remitted to the State on behalf of the Holder certain funds, securities and other intangible property that constitute unclaimed property pursuant to the Unclaimed Property Law, and

WHEREAS, the Holder recognizes that the Unclaimed Property Law requires that apparent owners of certain types and amounts of property be notified within a specified time period that the Holder is in possession of property subject to the Unclaimed Property Law, and

WHEREAS, the Holder certifies that is has complied with those notice requirements of the Unclaimed Property Law, and has complied with the remaining provisions of the Unclaimed Property Law;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree follows:

1. **Compliance:** Based upon the Holder's certification as to its compliance with Unclaimed Property Law notice and abandonment period requirements, and based upon the reporting and remitting of the identified property to the STO, the STO acknowledges that the Holder has complied with the provisions of the Unclaimed Property Law, with regard to the property reported. The identified property, if any, is listed on the attached Schedule A.
2. **Release:** In consideration of the good faith reporting and remitting of the identified property to the STO, the STO releases the Holder, and if applicable, any transfer agent, dividend or interest disbursing agent, or registrar, from any liability arising hereafter with respect to the reported and remitted property, pursuant to the Unclaimed Property Law. In further consideration of the good faith reporting and remitting of the identified property, the STO agrees to waive any applicable interest and penalties which might otherwise be imposed pursuant to Unclaimed Property Law.
3. **Reimbursement:** The STO further agrees to reimburse the Holder pursuant to the requirements of the Unclaimed Property Law in the event that any person or entity claims property previously delivered by the Holder to the STO, provided the property was reported and remitted to the STO in good faith, and provided that the Holder files proof of payment and proof that payee was entitled to the payment.

- 4. **Governing Law:** The laws of the State of West Virginia and the legislative rules of the STO shall govern all rights and duties under this agreement, including without limitation the validity of this agreement. In the event a lawsuit is brought involving this Release Agreement, venue shall be proper only in Circuit Court of Kanawha County, West Virginia. The parties hereby acknowledge jurisdiction of the courts of the State of West Virginia for purposes of this Agreement.

- 5. **Severability:** If any provision of this Agreement or any document referenced in this Agreement is found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions which can be given effect without the invalid provision, and to this end, the provisions of this Agreement and any document referenced in the Agreement are declared to be servable.

- 6. **Effective date:** This release agreement shall be effective as of the date of the last signature.

WITNESS THE FOLLOWING SIGNATURES:

**West Virginia Office of State Treasurer
Unclaimed Property Division**

Holder

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 1

Special Terms & Conditions

For purposes of this RFQ, the following Special Terms and Conditions shall apply:

1. **Term:** The Vendor must agree to the term of the contract proposed by the STO. Any contract issued pursuant to this RFQ will be effective upon the issuance of a Purchase Order and Contract, and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the STO ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

2. **Insurance Requirements:**

- a. Vendor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract. Vendor’s insurance shall, among other things, insure against loss or damage resulting from Vendor’s performance of this Contract. All such insurance policies must remain in full force in effect for the entire term of this Contract and shall not be canceled or changed except after 30 days written notice to the STO.
- b. Unless otherwise requested by the STO, the Vendor shall, at its sole cost, cause to be issued and maintained in effect during the entire term of this Contract not less than the insurance coverage amounts set forth below:

<u>Type of Insurance</u>	<u>Limit Amount</u>
General Liability (including contractual liability)	
Per occurrence	\$1 million
Aggregate per year	\$2 million
Malpractice Insurance or	
Errors and Omissions Insurance	\$1 million
Property Damage	\$1 million

- c. All insurance policies required by the Contract resulting from this RFQ must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.
- d. Certificates of the insurance described above shall be submitted to Treasurer within ten (10) days after the issuance of a Purchase Order and Contract and shall be subject to approval by the Treasurer. Vendor shall provide certificates for the coverage required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Treasurer.

- e. Acceptance of the insurance certificates by Treasurer shall not act to relieve the Vendor of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of West Virginia. It shall be the responsibility of the Vendor to keep the respective insurance policies and amounts of coverage current and in force during the life of this Contract.

3. **License Requirements.** An affirmative statement must be included indicating that the Vendor and all assigned key professional staff are properly licensed to practice in West Virginia.

4. Vendor Warranties

Vendor represents and warrants that:

- 4.1 it will provide the goods and/or services in a timely, professional manner, using reasonable care and caution in accordance with the purchase order. If the Vendor's performance is not in conformity with the purchase order, as amended, the Vendor will be considered in breach of this warranty;
- 4.2 each of the representations and warranties Vendor made in its Offer, the Agreement or otherwise in writing, shall be true and correct in all material respects during the course of the purchase order. In the event anything represented or warranted changes, the Vendor shall immediately notify the STO;
- 4.3 it will comply with all applicable federal, state and local laws, rules, regulations, requirements and/or industry standard operating procedures;
- 4.4 it will obtain at its own expense any and all permits, approvals, consents and waivers of any entity required in connection with the goods and/or services, unless otherwise agreed in writing by the STO;
- 4.6 the goods and/or services provided under the purchase order will conform to the RFP/RFQ specifications, be fit for the intended purpose, be free and clear of all liens, claims and encumbrances of any kind, and be free from defect in material or workmanship;
- 4.7 neither it nor its employees, representatives or agents have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance or provision of the goods and/or services or constitute a conflict of interest. Any such interest shall be promptly reported in detail to the STO;
- 4.8 it will notify the STO as soon as practicable in the event the Vendor has a change in its financial position or organization structure;
- 4.9 it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the purchase order and that it has not paid or agreed to pay any company or persons any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the purchase order;
- 4.10 nothing in the purchase order shall be construed to prohibit the STO or the State of West Virginia from initiating, participating in or collecting moneys in a cause of action in connection with the goods and/or services under the antitrust laws of the United States and State of West Virginia;
- 4.11 if the goods and/or services include software or other tangible or intangible item, that it has full legal right to grant the license or permit use under the purchase order and that

use will not infringe or violate any patent, copyright, trade secret or other proprietary right of any person. Vendor shall defend and indemnify the STO against any third party claim to the extent attributable to a violation of this warranty; and

- 5. **Subcontractors, Joint Ventures:** If a Vendor intends for any portion of the quotation to be subcontracted to another party, the Vendor must fully disclose the subcontract and subcontractor at the time of the bid submission. All entities and personnel, including their roles, are to be named in the bid or subsequent outsourcing requests. The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and property to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of the subcontractor.

- 6. **Independent Contractor:** The relationship of the Vendor and the STO shall be that of an independent contractor and no principal-agent or employer-employee relationship is contemplated or created by the parties. The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees, representatives and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed to provide the goods and/or services. Neither the Vendor nor any of its employees, contractors or subcontractors shall be deemed to be employees of the STO for any purpose whatsoever.

7. Costs, Fees and Payments

- 7.1 All payments shall be in arrears after acceptance of the goods and/or services, with the exception of software licenses, which may be paid after issuance of the purchase order and before delivery and/or installation, and subscriptions and software maintenance, which may be paid after issuance of the purchase order and before performance on an annual or quarterly basis.
- 7.2 Payments will be made as specified in the purchase order and in reliance of the Vendor's representations.
- 7.3 Unless otherwise agreed in writing, the Vendor shall submit invoices for goods and/or services rendered to the STO at the address on the face of the purchase order. Invoices must be labeled "Invoice" and be in accordance with the purchase order and include the service period, purchase order number and other required detail upon presentment to the STO for payment verification.
- 7.4 Late payment interest and penalties shall be payable only in accordance with West Virginia law.
- 7.5 The STO reserves the right to continuously monitor and assess the performance of the Vendor and any of its subcontractors to ensure consistency with the objectives of the STO and compliance with the purchase order. If the STO, in its sole discretion, determines the Vendor or any of its subcontractors is not performing 100% of its obligations under the purchase order, the STO may penalize the Vendor by stopping, reducing or withholding any payments due under the purchase order until such time as the goods and/or services are deemed satisfactory by the STO. The STO shall not be obligated for the difference between any reduced or withheld payments and the amounts otherwise due under this

Agreement, nor shall it be obligated to pay interest thereon. The STO may, in its sole discretion, pay such difference upon resolution of the issues, but nothing in the purchase order shall be construed to require such payment, nor shall the difference be considered a lien or claim against the STO or the State of West Virginia.³⁴

8. **Price Changes:** As soon as possible after receipt of a written change request from the STO, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the STO a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.
9. **Notification of Material Changes:** The Vendor shall immediately notify the STO of any anticipated changes in Services that would affect the agreement issued as a result of this RFQ. No change in services may be implemented without prior notice, negotiation and issuance of a change order by the STO.
10. **Right to Terminate:** The State/STO may terminate any purchase order immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of the purchase order. The State/STO shall provide the Vendor with advance notice of performance conditions which are endangering the purchase order's continuation. If, after such notice, the Vendor fails to remedy the conditions contained in the notice within the time period contained in the notice, the State/STO shall issue the Vendor a notice to cease and desist any and all work immediately.
 - a. The State/STO shall be obligated only for Services rendered and accepted prior to the date of termination. The purchase order may also be terminated upon mutual agreement of the parties with thirty (30) days prior written notice.
 - b. In the event of a purchase order termination, the Vendor shall complete all work in progress, and unclaimed property examinations initiated during the contract period but completed after the termination date shall be construed as falling within the contract period. The Vendor will be compensated for said unclaimed property examinations pursuant to existing conditions.
11. **Right to Modify:** The State/STO specifically reserves the right to change, alter, modify, eliminate, add and amend the services to be provided by the Vendor, without penalty or being considered in breach of contract. The State/STO further reserves the right to amend, cancel or otherwise modify any Agreement and purchase order with the Vendor, all without penalty, in order to comply with all applicable federal and state laws, rules and policies or to meet the needs of the STO and its customers. Any such changes, modifications, or elimination, addition or amendment of services shall be reflected by written addendum to the Agreement and the appropriate change orders.
12. **NOTICE: NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

- 13. Liquidated Damages:** According to *W.Va. Code §5A-3-4(8)*, Vendor agrees that liquidated damages shall be imposed at the rate of \$100 per normal workday for failure to submit the final report on an assigned examination of records within the delivery schedule agreed to in the engagement meeting. This amount shall be assessed for each individual audit that fails to comply with the delivery schedule. This clause shall in no way be considered exclusive and shall not limit the right of the State or the STO to pursue any other additional remedy to which the State or the STO may have legal cause for action, including any claim for further damages against the Vendor.
- 14. Mandatory Forms:** In addition to the terms and conditions included in this RFQ, the Vendor, its agents, employees and subcontractors, shall be bound by the terms of all other Mandatory Forms required by the STO and/or the State of West Virginia. **Required terms and conditions of the STO and/or the State of West Virginia are not subject to negotiation.**

The remainder of page is left blank intentionally

Attachment 2

WVSTO RFQ Technical Proposal Form

RFQ# STO12008

Vendor Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Date Proposal Submitted: ____/____/____

Vendor FEIN: _____

Vendor E-mail Address: _____

Contact Person Name: _____ Phone: _____

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

I. 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 drives, 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.

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.

Printed Name

Authorized Signature

ATTACHMENT 3

WEST VIRGINIA STATE TREASURER'S OFFICE
NON-EMPLOYEE
CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

I am the person (Recipient) named at the end of this Confidentiality / Non-Disclosure Agreement (Agreement), who may have access to information of the West Virginia State Treasurer's Office (STO) that may be considered confidential. I acknowledge and agree that:

1. Certain matters may be disclosed to me that should remain confidential or proprietary;
2. Confidential Data includes any information residing on STO Information Resources; all data, materials, products, technology, computer programs, specifications, manuals, business plans, records, software, financial information, and other information disclosed or submitted, orally, in writing, graphically, machine recognizable, or by any other media, to me that is stamped "confidential," "proprietary" or with a similar legend; or that I have been informed is Confidential Data or proprietary information;
3. Confidential Data does not include any data, information or device that is:
 - in my possession from another source without restrictions on use or disclosure;
 - independently developed by the me;
 - available without breach of this Agreement; or
 - produced or disclosed pursuant to applicable law, rule, regulation or court order;
4. I shall not disclose or use the Confidential Data in a manner in violation of this Agreement without the express written consent of the State Treasurer or Assistant State Treasurer;
5. I shall not disclose or use the Confidential Data in a manner that violates any law;
6. I will hold in strict confidence anything that is considered Confidential Data or proprietary within the meaning of this Agreement;
7. I shall not disclose to any person not specifically authorized to receive, have or view any Confidential Data or proprietary information;
8. disclosure or unauthorized use of any Confidential Data or proprietary information will cause irreparable harm and loss to the STO and may violate various laws of the State of West Virginia and the United States;
9. the STO may take whatever steps its considers appropriate to protect its Confidential Data, and in the event I disclose or use, or permit any disclosure or use of, any Confidential Data without authorization from the State Treasurer or Assistant State Treasurer, such steps may include termination of any agreement or arrangement under which I work;
10. I shall not use any Confidential Data as a basis upon which to develop or have another entity develop any product or service without the express written consent of the State Treasurer or Assistant State Treasurer; and
11. I will report, in writing, any unauthorized use or disclosure of the Confidential Data of which I become aware.

WITNESS THE FOLLOWING SIGNATURES:

(STO)

Signature: _____

Name: _____

Title: _____

Date: _____

(Recipient)

Signature: _____

Name: _____

Title: _____

Date: _____

**WEST VIRGINIA STATE TREASURER'S OFFICE
VENDOR LAPTOP AND NETWORK SECURITY AGREEMENT**

The Vendor named below hereby acknowledges and agrees as follows:

1. Connection of any laptop to the West Virginia State Treasurer's Office (WVSTO) network requires prior approval. Approval is requested by completing a Network Access Request document and returning to the Primary Contact listed in paragraph 12. Unrecognized laptops on the network are disabled immediately upon discovery (typically by switch port disabling) and the source is investigated. The WVSTO is not liable for loss or damage to unapproved laptops (or the data thereon) by being connected to its network or by being disabled.
2. Efforts to circumvent any network controls (such as internet filtering) are prohibited.
3. All WVSTO network resources are for WVSTO business purposes only.
4. Use of any network reconnaissance tools without prior approval is prohibited.
5. Network logon accounts for Vendors can be provided for contracted work. These accounts will have expiration dates, which can be extended as needed. VPN access can also be provided.
6. Administrative rights can be provided to Vendors by placing their network logon account or logon account(s) group in the Local Administrators Group of computers affected by the Vendor's scope of work when those computers are joined to the WVSTO domain.
7. Vendors are not afforded domain administrator rights and are prohibited from engaging in activities typically performed by domain administrators, such as joining computers to the WVSTO domain, modifying any active directory, extending the schema, or creating or changing DNS entries. In cases where these activities are required, a WVSTO domain administrator will be assigned to work with Vendors to accomplish these tasks.
8. All servers are to use static IP addresses which will be assigned by WVSTO network administrators. Applicable addressing information such as suffix, DNS and WINS will be provided to the Vendor. Computer names and descriptions for servers requiring static IP addresses are to be provided to WVSTO network administrators for documentation purposes.
9. Any server installed into the WVSTO network will have anti-virus software provided by the WVSTO installed as soon as possible. The Vendor should provide any file and folder exclusions that should be applied to the anti-virus software.
10. A phone with a dedicated phone number and voice mail can be provided to Vendors to facilitate an engagement.
11. Typically a WVSTO network administrator is assigned to Vendor projects as a facilitator and liaison for the duration of the project.
12. Primary contact for network access and resources are:

Kin Richardson, Director of Network Operations
304.341.0727 or 304.341.0700 (WVSTO Help Desk) / kin.richardson@wvsto.com

Alternate contact:
Matt Ellison, Deputy Treasurer of IT
304.341.0768 / matt.ellison@wvsto.com

I acknowledge receiving these guidelines and agree to comply.

Vendor Name: _____

Vendor signature: _____

Print name: _____

Date: _____

WEST VIRGINIA STATE TREASURER'S OFFICE
NETWORK ACCESS REQUEST

Date: _____

Vendor: _____

Vendor Signature: _____

To: (Director of Network Operations) . Approved: _____

Name and affiliation of individual to access network: _____

Computer name of computer to access network: _____

Name of Workgroup or Domain for computer: _____

Location where computer to access network will be attached to network:

Purpose of network access: _____

Name of anti-virus software running on computer to access network (include date of anti-virus definition file, or most recent update):

Desired beginning and ending dates of network access:

Beginning: _____ Ending: _____

This request may only be submitted by a Director or above. Upon approval, a pass for the dates requested will be issued. To work beyond the requested dates, a written request for an extension must be submitted. All required information must be supplied to process the request. Supplied information about the computer will be verified at the time of initial access. Any computer accessing the network without current, valid authorization will be disconnected immediately, without advance notice.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____