



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
STO12009

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
04/19/2012				
BID OPENING DATE: 05/16/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-09		
<p>AUCTIONEERING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE TREASURER'S OFFICE, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR PROFESSIONAL ELECTRONIC /ONLINE SERVICES FOR THE SALE OF TANGIBLE UNCLAIMED PROPERTY OF THE WV STATE TREASURER'S OFFICE PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/01/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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).



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<p>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) 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 FOUR (4) 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>						

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<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 WITHOUT FURTHER ORDER.</p> <p>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 ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: STO12009</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		05/16/2012
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				CONTACT PERSON (PLEASE PRINT CLEARLY):		

				***** THIS IS THE END OF RFQ STO12009 ***** TOTAL: _____		

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West Virginia State Treasurer's Office



Request for Quotations to provide Electronic Auction Services RFQ# STO12009

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 Professional Electronic Auction Services for the sale of tangible unclaimed property reported to the STO by financial institutions; from safe deposit boxes; or other safekeeping repositories. These services are intended to carry out the provisions of the West Virginia Unclaimed Property Act (the "Act"); set forth in West Virginia Code 36-8-1, et. seq., effective as of July 1, 1997, and corresponding legislative rules, promulgated at 112 CSR 5. The STO is authorized by W.Va. Code section 12-3A-7 to sell items by electronic means; such sales are deemed to be a sale of property within the state of West Virginia. Additional information regarding unclaimed property is available on the STO website, <http://www.wvsto.com>.

Professional auction services, as described in this solicitation ("Services"), are required to conduct electronic auctions on behalf of the STO. The purpose of the auction is to sell, in accordance with state law, abandoned or unclaimed properties which are stored by the STO.

The STO anticipates a minimum of 100 lots to be sold per month, in bi-weekly auctions, during the next year. The previous auction included 908 lots, selling for a total of \$78,027.

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 responses 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 Background Information

1.2.1 The STO currently receives the contents of safe deposit boxes each year. Many of the contents are papers with no apparent market value, while other items have marginal to significant market value.

1.2.2 The STO inventories the items, separating the contents having market value from the papers with no apparent market value. The owner information along with the inventory for the respective safe deposit box is entered onto the STO in-house computer system. An advertisement is placed with the name and last known address of the listed owner in a paper in the state. If the owner is not reunited with his/her safe deposit box, the contents become eligible for auction.

1.2.3 Generally, items that are received fall into the category listings below. The listing is not intended to be all inclusive, but to present a sample of the types of items that would typically be available for sale at an auction.

1.2.3.1 Jewelry: Bracelets, earrings, necklaces, pendants, and rings. Some of the jewelry is marked with the gold content while some of the items are costume jewelry.

1.2.3.2 Coins: Collectible coins, coins with silver content, bullion coins, gold coins, foreign coins, commemorative coins, mint sets, proof sets. The conditions of these coins have a large variance.

1.2.3.3 Currency: Foreign currency, silver certificates, confederate money, large notes. The condition of the currency has a large variance.

1.2.3.4 Stamps: Foreign stamps, postmarked stamps, un-postmarked stamps, sheets. The condition of these stamps has a large variance.

1.2.3.5 Watches: Pocket watches, watch fobs, wrist watches, ladies watches. The condition of these watches has a large variance.

1.2.3.6 Other: There are often other items such as tableware, collectable cards, jewelry boxes, books, and firearms that are offered for sale.

1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of West Virginia does not warrant or represent that the background information provided herein reflects all existing conditions related 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 specifications for the project. "Part 4" provides quotation format and evaluation information. In addition, the RFQ includes the following Exhibits and Attachments:

Exhibit A – Sample Excel Spreadsheet
Exhibit B – References & Site Requirements Submission Form
Attachment 1 – Special Terms & Conditions
Attachment 2 – WVSTO RFQ Bid Response & Cost Form
Attachment 3 - WVSTO Confidentiality & Non-Disclosure Agreement

Part 2 VENDOR INSTRUCTIONS

2.1 Submission Date:

Any response not received by the Bid Response Opening Date and Time specified in the RFQ will be disqualified.

2.2 Bid Response Packages:

Packages submitted should consist of the original Response, 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 bid response package should be clearly marked as follows:

RFQ# STO12009
 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 Response and courtesy copies delivered in a readable format by the Responses Opening Date and Time.

2.4 Bid Response Format:

The Response should contain no more than twenty-five (25) pages, excluding the Bid Response & Cost 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:

Response:	
Section I.	Bid Response & Cost Form (Attachment 2, completed) and Exhibit B in accordance with Part 3 Mandatory Criteria & Specifications
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 State/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 Response. The State/STO will not consider any additional terms that are tendered by the Vendor after an award of the contract.

PART 3 – MANDATORY CRITERIA & SPECIFICATIONS

3.1 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 bid responses 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.

Bid responses 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.

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

- 3.2** Vendor shall make available upon request a full range of live, live-webcast and 24/7 online, internet-only auctions
- 3.3** Vendor must have all authorizations, licenses, permits and certifications as may be required under federal, state or local law to perform the services specified under this RFQ.
- 3.4** Vendor must furnish all material, labor, equipment and supplies necessary to perform the services required herein, unless otherwise specified herein or agreed to in writing by the parties.
- 3.5** Vendor must accept responsibility and provide adequate security for all STO items in their possession.

- 3.6 Vendor must maintain sufficient procedures and capabilities to ensure the timely and accurate backup and full recovery for all computers and other data storage systems related to its performance of this RFQ.
- 3.7 Vendor must divide each safe deposit box into one or more lots. Each lot will be comprised only of items from one safe deposit box.
- 3.8 Vendor must determine which items appear to be of sufficient value to require further grading or appraising. For cash which appears to be valued at face value, Vendor must return the cash to the WVSTO for deposit.
- 3.9 Vendor must obtain grading or appraising from a qualified appraiser, for those items requiring grading or appraising. A qualified appraiser is an accredited member of a nationally recognized appraisal organization such as the American Society of Appraisers, as well as a Graduate Gemologist of the Gemological Institute of America (GIA) or a Fellow of the Gemmological Association of Great Britain. Vendor must be able to provide the appraiser's credentials upon request.
- 3.10 Vendor shall create photographs and descriptive text and post the items for the online sale.
- 3.11 While the desire is to sell to the highest bidder, STO reserves the right to set minimum bid requirements and refuse bids deemed inadequate.
- 3.12 Vendor shall initiate and execute an online auction website which supports this auction endeavor and supports all aspects of the of the auction process to include: descriptions and photographs of the auction items, payment methods approved by the Treasurer, and maintaining an auction page/store to post items for sale, shipping policies, and other buyers' fees. The name of the account shall be approved by the STO prior to final adoption. Items may be added to this listing at the sole discretion of the STO.
- 3.13 Vendor shall maintain a listing of potential bidders whom Vendor will notify of auctions.
- 3.14 Vendor shall insure and ship the items to the successful bidder unless otherwise specified by the STO. STO shall not be responsible for paying for shipping to bidders. Any fees imposed on the buyer must be reasonable. Vendor is responsible for complying with all state and federal laws governing the shipping/transfer of firearms.
- 3.15 In accordance with *W. Va. Code § 36-8A-5(d)*, Vendor must sell firearms to persons licensed as firearms collectors, dealers, importers or manufacturers under the provisions of 18 U. S. C. §§921 et seq. and authorized to receive firearms under the terms of their license.
- 3.16 Vendor shall have the capability of an adequate system to manage inventory from the STO.
- 3.17 Vendor shall be required to review all E-commerce online company policies, procedures, licensing agreements and user agreements to advise the STO on any potential adverse issues with selling its items in this online environment. In the event that Vendor determines that an item is ineligible for sale online, Vendor shall notify the STO and suggest options and alternatives specific to the ineligibility of the tangible item(s).

3.18 Vendor shall provide the STO with at least 12, and up to 52 auctions per year, with the specific number to be agreed upon between the parties. Timing and duration of the auctions shall be agreed upon between the STO and the Vendor.

3.19 Upon successful completion of the monthly/weekly online sales, Vendor shall provide an electronic file to the STO listing the gross and net sale prices, detailed charges for each property item, and any property coding required by the STO to match proceeds back to original owner records. Said file must be in a format compatible and usable by the Treasurer's computer systems and operations.

3.20 Vendor shall provide the following reports:

3.20.1 Auction Status Report – a complete detailed accounting of total sales, sales tax, buyer's premium, expenses, total due from buyers, total paid by buyers, total commissions earned, net due to state, etc..

3.20.2 Consignor Final Statement Report – a lot by lot summary for each individual consignor of buyer, company, address, telephone, winning bid price, tax, and total amount due by lot number.

3.20.3 Consignor Summary Report – a line item report by Consignor # (Property ID #) with total sales by consignor, commissions by consignor, other fees or expenses and total amount due for the auction.

3.20.4 Lot Sales Report -- a report in lot number order with a description, the buyer and the winning bid for each lot.

3.20.5 Unsold Lot Report – a list of lots that were not sold and/or collected in the auction.

3.20.6 Active Buyers Report – a list of buyers in buyer number order with their name, address, telephone and fax numbers, user name and total amount purchased.

3.20.7 Buyer Payment Report – same information as Active Buyers Report but with actual payment received and payment type.

3.20.8 Auction Results Spreadsheet – this report provides separate worksheets sorted by lot number and by SD Box Number (or other identifying number designated by the STO). The column headings and data may be customized to the STO's needs. Column headings from a typical Auction Results Spreadsheet include, but are not limited to the following:

Box Number
SD Box Number
Property ID
Lot Number
Price
Price Paid For Lot
Sale Proceeds, Per Item
Percentage of Start Price

Commission
 Net To Consignor
 Description
 Notes

- 3.21** Vendor shall remove settled items from the online auction-able list on the day the auction ends.
- 3.22** Using a Microsoft Excel spreadsheet template provided by the WVSTO, Vendor shall enter appraisal values, graded values, and auction proceeds for each item/lot. Vendor shall provide the completed spreadsheet to the WVSTO. See sample attached and identified as Exhibit A.
- 3.23** Vendor must agree that its employees and their family members are prohibited from bidding in the auction process.
- 3.24** Vendor shall collect and remit applicable sales taxes due to the WV Department of Revenue in accordance with their policies and procedures, unless the purchaser is tax-exempt. In order for an individual or company not to be charged State sales tax, evidence of tax-exemption must be on file.
- 3.25** Vendor shall have in place a computerized auction program capable of:
- 3.25.1** Listing all items to be auctioned (identifying items by lot number and safekeeping ID number);
- 3.25.2** Identifying sale item, amount and purchaser; and
- 3.25.3** Printing a receipt for the purchaser with the details of sale, as provided more specifically below.
- 3.25.4** Importing and exporting a spreadsheet in Microsoft Excel format with appraised values and graded values, and another with auction proceeds of items, based upon an Excel template to be provided by the STO. A sample template is attached to this RFQ as Exhibit A.
- 3.25.5** Sending emails to registered users notifying them of auctions.
- 3.26** Provide each buyer or purchaser with a receipt that includes: the date of the sale; a description of the item or lot; the price paid for the item or lot purchased; and the name, license number and permanent address of the Vendor. The Vendor shall retain a copy of issued receipts for his or her records for a minimum of twelve (12) months.
- 3.27** Retain all records pertaining to the sale of firearms in accordance with state and federal law. Vendor shall have the ability to make all records pertaining to firearms available upon request pursuant to state and federal law.
- 3.28** Accept responsibility for all money generated from the sale. Vendor shall remit the total amount of the sales (except amounts paid for buyers premiums, shipping, handling, insurance, and sales tax) to the STO by ACH or by certified check within twenty banking days from the date of auction along

with a detailed list of auction items, containing lot numbers, safekeeping identification numbers, a brief description of the items, buyer's numbers and auction prices for each item sold.

At the same time, Vendor shall submit an invoice for its fees, as outlined on the *Bid Response and Cost* form, to the STO for payment.

- 3.29** The STO will, at its expense, insure and ship the unclaimed assets to Vendor via an agreed-upon mail service. STO personnel will prepare an accurate shipping manifest for the contents of each box of assets and will enclose the manifest in that box.
- 3.30** Vendor shall, at its expense, insure and ship the unclaimed assets to STO in the event of the expiration of this Agreement, its resignation or termination pursuant to the terms of this Agreement.
- 3.31** STO has no responsibility for payment of either Appraisal Fees or for any part of a Bidder's premium or a Buyer's premium.
- 3.32** Finality of sale: All property shall be sold "as is" and "where is." The STO does not make a warranty of any kind implied or express, as to the condition of the articles offered for sale. All sales are final. All advertising materials shall include this disclaimer. All transactions are strictly between bidder and Vendor and shall not involve the STO.
- 3.33** Vendor must have at least three (3) years' experience in conducting electronic auctions of a similar nature to those contemplated herein. Preference may be given to those vendors who have sold at least 10,000 items at auction in the past three (3) years.
- 3.34** Vendor must be able to demonstrate/provide proof, via references, samples, reports, etc. that it has contracts, or has had contracts, in place to auction items of a similar nature to those contemplated herein. Please complete the *References & Site Requirements Submission* form, included as Exhibit B. 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.
- 3.36** 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. See Attachment 3, *WVSTO Confidentiality and Non-Disclosure* form. This form will be required to be completed prior to contract award.
- 3.37** The Vendor must agree to the Special Terms and Conditions, appended hereto as Attachment 1.
- 3.38** Any exceptions to these provisions must be submitted with the Response for consideration and approved in writing by the State/STO. Bids may not be conditioned on negotiation or acceptance of alternative terms and conditions.

PART 4 - QUOTATION FORMAT

4.1 Vendor's Quotation Format:

The quotation should be no more than twenty-five (25) pages. Responses should follow and correspond to the numeric format provided in this RFQ.

4.2 Order of Quotation:

The quotation should be assembled in the following order:

Section I - Response: The Response must include the *Bid Response & Cost Form (Attachment 2)* and *References & Site Requirements Submission Form (Exhibit B)*. The Response shall describe the Bidder's approach and plans for accomplishing the work outlined in Part 3 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 State/STO or that the Vendor deems relevant to the evaluation of the Response. Marketing information should not be included in any materials submitted with the Response. The State/STO is under no obligation to consider or negotiate any terms and conditions or alternative terms contained in a Vendor's Response. Responses may not be conditioned on negotiation or acceptance of alternative terms and conditions.

4.3 Costs:

All fees, charges and costs associated with providing the Services, including any recurring costs, must be stated on Attachment 1, Cost section. All fees, charges and costs quoted must be firm for the initial term of the Agreement. If the Vendor proposes services not listed, but may be required to successfully provide Services to the STO, they must be included on the lines marked "Other/Administrative Fees" and described in detail.

The successful Vendor will be compensated in arrears in the amount the Vendor proposes as a part of the *Cost section of the Bid Response* (after acceptance of the Services, etc.).

NOTE: All fees are to be collected and remitted to the STO; the Vendor will not be allowed to 'net' their commission and shipping fees from the total collected. The STO will reimburse the Vendor upon submission of invoice.

4.4 Submission Deadline:

All responses will be date and time stamped to verify the official time and date of receipt. Vendors mailing responses should allow sufficient time for mail delivery to ensure timely arrival. The State cannot waive or

excuse late receipt of a response which is delayed and late for any reason. Any quotation received after the scheduled 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 Evaluation:

The bid responses will be evaluated by an Evaluation Committee of the STO to determine which Vendors have met all mandatory specifications and then rank each Vendor by the lowest Cost.

4.6 Award Criteria:

Award will be made to the Vendor who is the lowest responsive, responsible bidder with the lowest costs. The State/STO may split the award if it is deemed to be in the best interests of the State/STO.

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.

Exhibit A

Sample Appraisal Spreadsheet

(auctioneer will provide Appraisal Value and Appraiser Description)

BOX #	APPRAISAL _ID	PROPERTY _ID	SAFEKEEP _ID	DESCRIPTION	CODE	APPRAISAL _VALUE	COUNT	APPRAISER_DESCRIPTION
12	22	995431	27121	(4) Roosevelt Type Dime Silver	Coins	0	4	
12	22	995431	27122	(4) Roosevelt Type Dime Silver	Coins	0	4	
12	22	995431	27123	(5) coins in plastic case consisti	Coins	0	1	
12	22	995431	27124	1982 George Washington Comm	Commer	0	1	
12	22	995431	27125	1787-1987 US Constitution Bicer	Commer	0	1	
12	22	996997	27291	one pocket knife with black har	Misc. Ite	0	2	
12	22	1004799	27305	1934 A Series Jackson Type Twe	Currency	0	1	
12	22	1004799	27306	1953 B Series Jefferson Type Tw	Currency	0	1	
12	22	1004799	27313	1935 D Series Washington Type	Currency	0	1	
12	22	1004799	27314	(2) Peace Type Silver Dollar con	Coins	0	2	

Sample Proceeds Spreadsheet

(auctioneer will provide lot number and proceeds)

AUCTION _ID	LOT_ID	AUCTION _LOT_NO	PROCEEDS
24	1059		
24	1090		
24	1060		
24	1088		
24	1061		
24	1076		
24	1077		
24	1078		
24	1079		
24	1080		
24	1081		
24	1082		

Exhibit B
REFERENCES & SITE REQUIREMENTS SUBMISSION
RFQ# STO12009

List three (3) references for which you have provided similar auction services within the past twelve (12) months.

1. Client Name: _____
Contact: _____ Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Auction Conducted: ____ / ____ / ____
Auction Location: _____
Total Sales: _____

2. Client Name: _____
Contact: _____ Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Auction Conducted: ____ / ____ / ____
Auction Location: _____
Total Sales: _____

3. Client Name: _____
Contact: _____ Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Auction Conducted: ____ / ____ / ____
Auction Location: _____
Total Sales: _____

Exhibit B (continued)
REFERENCES & SITE REQUIREMENTS SUBMISSION
RFQ# STO12009

Samples

Please provide a sample Web page with comparable items listed for sale.

I. SPECIAL REQUIREMENTS FOR SITE

Attach an explanation of any special site requirements.

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. Vendor shall provide certificates for the coverage required prior to award of a contract. The certificates shall be provided by Vendor within 10 business days. Failure to provide certificates may be grounds for disqualification. 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 WV State Treasurer.

- e. Acceptance of the insurance certificates by State/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. 19

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 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 response submission. All entities and personnel, including their roles, are to be named in the response 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. Invoices must reference the Purchase Order/Contract Number and include the dates of service. Any change of remittance advice/address, shall require a change order and additional documentation as may be required by the STO/State of West Virginia.
- 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 21 or the State of West Virginia.

- 8. 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.
- 9. 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 via a change order to the Purchase Order/Contract and the appropriate change orders.
- 10. NOTICE:** NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.
- 11. 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.**

WVSTO Bid Response & Cost Form

RFQ# STO12009

Vendor Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Date Response Submitted: ____/____/____

Vendor FEIN: _____

Vendor E-mail Address: _____

Contact Person Name: _____ Phone: _____

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

I. RESPONSE SUBMISSION

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

1.2 All Responses must be received by the Response Opening Date and Time. Failure of the Vendor to deliver the Response 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 response, which includes the Response Form, is in response to the RFQ and all Attachments thereto;
3. The response 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 Response and any purchase order and change order, as amended;
5. That the person signing this Response Form and the submission of the Response is authorized to bind the Vendor to this response;
6. The Response was prepared independently from all other Vendors, and without collusion, fraud or other dishonesty;
7. That this Response shall remain valid for a period of ninety (90) days after the response 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 Response 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 response is not contingent upon the State/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

II. COST

Percentage of Sales

Price response should be based on a percentage of sales for providing the services and materials as described in Part 3 of the RFQ.

Bidders may use the estimate of total gross annual sales of \$90,000. This amount, along with those below, is only an estimate and shall not be construed as to being a promise or exact pending value of items to be sold; payment will be made on actual quantity and/or sell of items.

Award will be made by combining the total estimated sales of items A and B.

A. All items except Firearms:

_____ % x \$80,000 estimate of annual gross sales = \$ _____

B. Firearms:

_____ % x \$10,000 estimate of annual gross sales = \$ _____

C. TOTAL OF ITEMS A and B:

_____ \$ _____

Note: all fees not specifically provided for above, including any travel-related costs of Vendor, must be included in the above fee structure.

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: _____

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 exceed 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 _____