



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

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 674837

Doc Description: Securities Custodial Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-15	2020-01-30 13:30:00	CRFQ 1300 STO2000000001	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey

(304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION**Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office, Unclaimed Property Division to establish a contract to provide acquisition, safekeeping, custodial, valuation, liquidation, transfer and related services for securities in accordance with the bid requirements, specifications, terms and conditions attached herein.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Securities Custodial Services	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :

Monthly maintenance fee

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

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

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :

Received physical item

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Securities Custodial Services	350.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :

Receive DTC item

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Securities Custodial Services	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :

Extensive Research/Calculations

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Securities Custodial Services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Receive mutual fund

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Securities Custodial Services	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Liquidate DTC item

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Securities Custodial Services	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Liquidate physical items

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Securities Custodial Services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Liquidate mutual fund

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Securities Custodial Services	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Return physical item

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Securities Custodial Services	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Return mutual fund

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Securities Custodial Services	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Return DTC item

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

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

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Mailings

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Securities Custodial Services	12.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
Outgoing Wire Costs

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Securities Custodial Services	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84121806			

Extended Description :
1099s

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 01/21/2020 @ 10:00 A.M.

Submit Questions to: **Melissa Pettrey, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: SECURITIES CUSTODIAL SERVICES
BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ STO2000000001
BID OPENING DATE: 01/30/2020
BID OPENING TIME: 1:30 P.M
FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ N/A _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 01/30/2020 @ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

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

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

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

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on UPON AWARD and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☒ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name)

(Printed Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office, Unclaimed Property Division ("STO" or "Agency") to establish a contract to provide acquisition, safekeeping, custodial, valuation, liquidation, transfer and related services for securities in accordance with the specifications, terms and conditions contained herein ("Services"). Duties of the Vendor will include:
1. To accept and deposit securities and related dividends/interest remitted to the STO.
 2. To account for securities and related dividends/interest remitted to the STO.
 3. To liquidate or transfer securities to unclaimed property owners at the direction of the STO or designee.
 4. To account for all corporate actions, including mergers, stock splits, cash and stock dividends, spinoffs, etc.

1.1. OVERVIEW: UNCLAIMED PROPERTY:

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

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

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

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

The STO currently has more than 2,000,000 shares of stock and 150,000 shares of mutual funds in Unclaimed Property accounts held by the current vendor with a value of \$2,800,000. On average, the STO receives approximately 300,000 stock shares via 500 transfers annually and liquidates approximately 200,000 shares via 325 shares sale transactions totaling \$4,000,000.

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

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

approximately 10 times per year.

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

1.2. HARDWARE AND SOFTWARE:

All client software required to run under a 64-bit version of Windows 10 (1903 minimum). Web based application interfaces are required to work without browser plug-ins dependencies and work in any HTML5 compliant browser. STO Security Policies require all applications run with normal user rights. Applications that require elevated privileges to work are disallowed.

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

- 2.1 **“Abandonment Period”** means the time period from date of last owner activity until property is reportable as unclaimed; see *W.Va. Code § 36-8-2* for additional information.
- 2.2 **“Contract Services”** means a contract to provide acquisition, safekeeping, custodial, valuation, liquidation, transfer and related services for securities for the Unclaimed Property Division as more fully described in these specifications.
- 2.3 **“Holder”** means an entity obligated to hold for the account of, or deliver or pay to, the owner property subject to the Act.
- 2.4 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.6 **“Security”** means Evidence of ownership of an interest in a business entity, such as common stock, mutual fund shares, or evidence of indebtedness, such as a bond.
- 2.7 **“Vendor”** means an entity contracting with the State to provide Services pursuant to this solicitation.

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

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

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

3.1 Staff Requirements:

- 3.1.1** The Vendor shall provide a quality, experienced and professional staff to perform the Services under this contract. Accordingly, staff assigned to the contract shall have least three (3) years of experience in providing unclaimed securities custodial services similar in nature to the Services required in this RFQ. Vendor shall provide the following information: the number of staff assigned to the STO contract, the names and contact information of the specific staff to be assigned to the STO contract, and a resume for each staff member assigned to the STO contract that states their qualifications, experience and training, including relevant continuing professional education.
- 3.1.2. Project Implementation Team:** Vendor shall provide staff with at least three (3) years' experience in providing unclaimed securities custodial services similar in nature to the Services required in this RFQ for the Project Implementation Team. Other project team members will include staff from the Unclaimed Property Division and other suggested STO staff as may be assigned by the STO and the Vendor. The Project Implementation Team will work to implement the Services to be provided by the Vendor, with the goal of a smooth transition into the contract.
- 3.1.3.** In the response to this RFQ, Vendor shall describe the Project Implementation Team, specifying its members, their qualifications and experience, and organizational structure for this project. Specify the names of the persons on the Project Implementation Team, together with all contact information, and provide a resume that states their qualifications, experience and training, including relevant continuing professional education. This information should be provided with the vendor's bid and shall be provided within 24 hours of request.
- 3.1.4.** The Vendor shall identify all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the Project Implementation Team that will serve the STO contract. This information should be provided with the vendor's bid and shall be provided within 24 hours of request.
- 3.1.5.** Vendor shall provide quality of staff over the term of the contract and ensure that any new or additional staff members have the same qualifications, training and experience as the staff members Vendor provided in its bid to this RFQ. The Vendor shall inform the STO in writing of any personnel or staff changes that would affect the Services provided to the STO.

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

- 3.1.6. References:** Vendor shall provide positive references. Provide the names of at least three (3) clients for which Vendor provides services similar to those required by the STO that may be contacted as references for purposes of this RFQ. Include the name and telephone number of the contact person for each of the clients specified. At least one (1) of these clients should have operations of at least the size, complexity and nature of the STO as described in the Overview herein. All or none of these clients may be contacted by members of the Evaluation Committee to determine the ability of the Vendor and the level of satisfaction with the Vendor. Furthermore, the STO reserves the right to contact any person or entity it believes prudent in order to inquire about the Vendor. This information should be provided with the vendor's bid and shall be provided within 24 hours of request.
- 3.2.** Vendor shall be or shall contract with a financial institution insured by the Federal Deposit Insurance Corporation (FDIC).
- 3.3.** Vendor shall be a member or contract with a member of the Securities Investor Protection Corporation.
- 3.4.** Vendor shall be a member or contract with a member of the National Association of Security Dealers.
- 3.5.** Vendor shall be a member or contract with a member of the NYSE, the NASDAQ and the Depository Trust Corporation.
- 3.6.** Vendor shall be or shall contract with a brokerage firm that is in compliance with the SEC's Customer Protection Rule and Net Capital Rule.
- 3.7.** Vendor shall have at least five (5) years of continuous operation in providing unclaimed securities custodial services to at least five (5) state unclaimed property divisions. To the extent that Vendor contracts with another entity to provide specified services, that entity shall also have five (5) years of experience in providing unclaimed property securities-related services.
- 3.8.** Vendor shall be authorized to conduct business in the State of West Virginia. All assets and data relating to the STO shall be maintained in a facility located within the United States of America. Provide the address of the physical location of the facility from which the Services will be provided and the nature of all business conducted from that facility.

4. MANDATORY REQUIREMENTS:

- 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. By signing and submitting its bid,

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

Vendor certifies that it will provide the Contract Services required and Vendor meets or exceeds all mandatory requirements. The mandatory requirements in the RFQ require a complete response from the Vendor. Vendor shall provide additional information as requested in this section. All required documents should be provided with Vendor's bid, or within 2 business days of request.

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

- 4.2.1 Open, maintain and close accounts as directed by the STO. Initially, Vendor shall maintain one (1) separate custody account in the name of the West Virginia State Treasurer. If necessary, the Vendor shall also maintain separate accounts and/or sub-accounts for Unclaimed Property as may be requested by the STO if the primary custody account is unable to provide all detailed segregation, or if the STO requests such additional account.
- 4.2.2 Receive and safely hold assets delivered to it by the STO, by audit vendors of the STO, and by businesses reporting unclaimed property. Vendor must, receive and hold securities in the name of the STO, the Vendor or others, all as directed by the STO, using the same care in the physical custody thereof as in the case of other assets held by it in a fiduciary capacity.
- 4.2.3 Allow physical deposit of stock certificates.
- 4.2.4 Accept Depository Trust & Clearing Corporation (DTCC) eligible securities.
- 4.2.5 Maintain the proper and current amount of shares of securities in the State's account, including but not limited to updating the accounts when actions, such as stock splits, reverse splits, mergers, consolidations, dividends paid and dividends reinvested, and other events, could affect the volume or value of the shares.
- 4.2.6 Provide ongoing consulting, custodial and research services. At the request of the STO, Vendor shall conduct research on corporate actions such as mergers, name changes, discontinued corporations, etc. Such research is to be completed within 30 days of request, unless the STO approves the Vendor additional time in conducting extensive research, and/or entitlement calculations, beyond 30 days.
- 4.2.7 Acquire securities, mutual funds, or other investment properties that are held by other investment brokers, transfer agents, or other accounts that should be in the State's account.
- 4.2.8 Determine the valuation of securities it holds.

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

- 4.2.9 Maintain records relating to services provided herein, for the life of the contract. Vendor shall maintain the security and confidentiality of those records, as required by the Act.
- 4.2.10 Obtain prior written approval from the STO and shall execute the specific written instructions of the appropriate STO unit with respect to the release, submission, withdrawal, sale, substitution, investment or other disposition of the securities.
- 4.2.11 Provide CUSIP numbers on securities as requested, preferably electronically by e-mail.
- 4.2.12 Provide a web-based interface for use by the STO and other authorized entities.
- 4.2.13 Provide a Medallion Guarantee of signatures as requested by the STO.
- 4.2.14 Maintain the mutual fund shares in the same account as the stock shares and include their market value on all reports.
- 4.2.15 Send communication regarding any security having no substantial commercial value to the STO stating the security has been researched and has no market value. Upon request from the Unclaimed Property Division, the Vendor shall remove all securities deemed worthless from the STO Custody Account using a Positional Removal (PREM) function or other similar method deemed acceptable by the STO.
- 4.2.16 Upon request from the STO, take any action necessary to liquidate all securities held by the STO.
- 4.2.17 Upon request from the STO, electronically re-register securities directly to claimants or register via physical certificate, insured against loss, and return receipt requested. Vendor shall prepare paperwork, send for Medallion Signature guarantee, send paperwork to transfer agent, and receive confirmation from transfer agent. Additionally, Vendor shall provide confirmation letters and copies of the returned certificates to the STO.
- 4.2.18 Within three (3) days of completing a transaction, report all interest, dividends, corporation actions, proceeds of sale and any other earnings related to the securities held in safekeeping as unclaimed property, and follow all instructions from the STO as to the sale of securities related to unclaimed property.
- 4.2.19 Complete all wire transfers within one (1) business day requested by the STO.
- 4.2.20 Upon request from the STO, file 1099-B and 1099-DIV IRS information reports for claim payments for securities transferred to owners.

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

4.3 Deliverable - Accounting and Reporting:

- 4.3.1. Vendor shall provide custodial and securities accounting services for unclaimed securities including mutual funds.
- 4.3.2. The Vendor shall deliver all reports and documents to the STO in an electronic format and, if requested, in a printed version. The Vendor shall provide electronic versions of the documents as follows: Spreadsheets shall be compatible with Microsoft Excel files, expository reports shall be compatible with Microsoft Word and/or Adobe PDF-format files; and database files shall be compatible with Microsoft Access software. Vendor should provide samples of each report with Vendor's bid.
- 4.3.3. The Vendor shall provide the STO the ability to schedule reports as needed.
- 4.3.4. The Vendor shall format reports to be compatible for upload into the new Unclaimed Property System, KAPS, which will go live in July 2019.
- 4.3.5. The Vendor shall provide online reporting capabilities that can be utilized by the STO staff.
- 4.3.6. The Vendor shall provide the STO with all reports by the first business day after the end of the applicable reporting period.
- 4.3.7. **Monthly Reports:** Vendor shall provide the following reports or information in a format agreed upon by the Vendor and the STO:
 - A detailed report identifying number of transactions, unit cost, and total cost;
 - An inventory of the securities held;
 - A summary of cash receipts and disbursements, which includes, but is not limited to:
 - Date of Transaction
 - Number of Units
 - Market Value
 - Any change to the account due to dividends, redemption, stock splits or other action affecting the account; and
 - A summary of earnings for the month, which includes, but is not limited to:
 - Income Earned
 - Dividends
 - Interest
 - Corporation Action
 - Other Receipts
 - Fees & Other Expenses
 - Transfers

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

- 4.3.8. **Holdings Reports:** The Vendor shall furnish a Statement of Holdings Report detailing the following information:
- Number of Units
 - Issue Name
 - Market Value
 - Dividends Earned in detail
 - Corporate Actions (CUSIP number changes, mergers, splits, etc.)
- 4.3.9. **Encryption:** Encryption technology for transmission of all reports shall be compliant with the Federal Information Processing Standard Publication (FIPS):<http://csrc.nist.gov/groups/STM/cmvp/documents/fips140-2/FIPS1402IG.pdf>. SSL and early TLS must not to be used.
- 4.3.10. **Conversion:** Vendor shall provide a conversion process that will enable the STO to convert to the new system with a minimum interruption of its business that will allow for the establishment of new accounts, and will provide for the smooth transfer of all securities from the current vendor.
- 4.3.11. **Implementation Date:** Vendor shall have all Services established and operating within sixty (60) business days of the effective contract date. If the Vendor fails to meet this time frame requirement, the STO may, in its discretion, deem the Vendor in breach of contract and take such action that is in the best interest of the STO. Any such delay will result in the Vendor being liable to the STO for the cost of maintaining its current safekeeping provider plus a twenty-five percent (25%) administrative fee. In no event shall the administrative fee exceed the cost of a one-year term as provided by the contract.

4.4. Deliverables – Other

- 4.4.1 **Problem Resolution:** Vendor shall provide timely problem resolution solutions regarding the Services provided to the STO.
- 4.4.2 **Disaster Recovery:** Vendor shall provide a disaster recovery plan that will protect the assets and property of the STO in the event of an emergency or other disaster that would affect the operations of the Vendor or the STO. Please provide a description of the Vendor's disaster recovery plan as it affects unclaimed property custodial property, including securities. Copies of any such plans should be submitted with Vendor's bid.
- 4.4.3 **Disclosure of Subcontractors:** If the Contractor intends to utilize subcontractors to perform any of the services in this contract, the Contractor must disclose the following:

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

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

4.4.4 If the Vendor subcontracts or delegates any of its obligations under a contract awarded pursuant to this RFQ, all of the mandatory requirements shall be met by the Vendor or its subcontractor, as appropriate. The Vendor shall remain fully responsible for complete performance of all of the Vendor's obligations set forth in this RFQ, and for any such third party's compliance with the provisions set forth herein. A proposal that includes Services provided by a Subcontractor is not considered a joint bid.

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

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

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

4.4.6 Security: The Vendor shall provide Services and technology that are secure and compatible with the security requirements of the STO as described in Section 1.2. Security measures shall include standard methodologies, such as external security audits, firewalls, anti-virus protections, application and operating system patching methodologies, etc. Describe the Vendor's security methodology as it relates to the safekeeping of property, particularly securities, and include any security methodology for any partners or subcontractors providing proposed services.

4.4.7 Hardware & Software: Any hardware and software interaction between the parties shall be compatible with the STO system as described in Section 1.2.

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by in accordance with the instructions on the pricing page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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

7.1 Vendor must submit invoices either in hard copy or via email. Vendor further understands that the name and address on invoices must match the contract before processing can take place.

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT:**
- 10.1.** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4** Failure to remedy deficient performance upon request.
 - 10.2** The following remedies shall be available to Agency upon default.
 - 10.2.1** Immediate cancellation of the Contract.
 - 10.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3** Any other remedies available in law or equity.

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

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

REQUEST FOR QUOTATION
To Provide
SECURITIES CUSTODIAL SERVICES

Exhibit A Pricing Page

Vendor Name: _____

Vendor should complete this Cost Sheet and submit it with its bid, even if responding online via wvOASIS. Complete the listing of all fees, charges and costs to provide the Services, and state the per-transaction fee and the annual fee, if any, for each. **The rates shall remain fixed for the initial term of the contract.** Prices shall include all shipping, travel, lodging, meals and other related costs, payable in arrears. Please complete each category; if Vendor does not intend to designate a fee for a specific item, mark it as "zero" cost. Shaded areas do not need to be completed.

Vendor understands that all Services will be provided and billed on a monthly basis, in arrears, based upon **actual quantities** used. The quantities provided are general estimates only and shall only be used for evaluation purposes. Vendor hereby proposes to provide the basic Services as anticipated below:

	DESCRIPTION	ASSUMED PER YR	COST PER ITEM	ANNUAL COST
1	Monthly maintenance fee (4.2.1 & 4.2.2)	12	\$	\$
2	Receive physical item (4.2.3)	10	\$	\$
3	Receive DTC item (4.2.4)	350	\$	\$
4	Extensive Research/Calculations (4.2.6)	4		
5	Receive mutual fund (4.2.7 & 4.2.14)	100	\$	\$
6	Liquidate DTC item (4.2.16)	250	\$	\$
7	Liquidate physical items (4.2.16)	10	\$	\$
8	Liquidate mutual fund (4.2.16)	100	\$	\$
9	Return physical item (4.2.17)	1	\$	\$
10	Return mutual fund (4.2.17)	1	\$	\$
11	Return DTC item (4.2.17)	5	\$	\$
12	Mailings (4.2. 17)	5	\$	\$
13	Outgoing Wire Costs (4.2.19)	12	\$	
14	1099s (4.2.20)	1	\$	\$
	TOTAL Estimated Annual Cost			\$

The undersigned, acting for and on behalf of the Vendor, hereby covenants, agrees and acknowledges that Vendor will provide the Services specified in the RFQ and contained in its Bid for the amount(s) proposed on this Cost Sheet. Vendor further covenants and declares that the person signing this Cost Sheet has authority to bind the Vendor.

Printed Name: _____ Signature: _____

Date: _____

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

**EXHIBIT B
Property Type Codes and Abandonment Periods**

CODE	PROPERTY**	YEARS
	BANKS & FINANCIAL INSTITUTIONS	
AC01	Checking Accounts	5
AC02	Savings Accounts	7
AC03	Mature CD or Save Cert	7
AC04	Christmas Club Accounts	7
AC05	Money on deposit to secure funds	5
AC06	Security Deposits	5
AC07	Unidentified Deposits	5
AC08	Suspense Accounts	5
AC99	Aggregate Account balances	5
	COLLEGE SAVINGS ACCOUNTS	
CS01	Cash	3
CS02	Mutual Funds	3
CS03	Securities	3
	COURTS & GOVERNMENT ENTITIES	
CT01	Escrow Funds	1
CT02	Condemnation Awards	1
CT03	Missing Heir Funds	1
CT04	Suspense Accounts	1
CT05	Other Court Deposits	1
CT08	General Receiver accounts	1
CT09	Court Ordered Refunds/Restitution	1
CT13	Bonds deposited with the Court	1
CT99	Aggregate Court Deposits	1

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

	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

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

	LAW ENFORCEMENT	
LE01	Law Enforcement - Cash	6 mons
LE98	Law Enforcement - Tangibles	6 mons
	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	Unrefunded Overcharges	5
MS08	Accounts Payable	5
MS09	Credit Balances/Accounts Receivable	5
MS10	Discounts Due	5
MS11	Refunds due	5

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

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	Unexchanged Stock of Successor Corporation	5
SC11	Other Certificates of Ownership	5
SC12	Underlying Shares	5

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

SC13	Funds for Liquidation/Redemption of Unsurrendered 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 Uncashed 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 mons 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

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

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 Uncashed 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.		

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: STO2000000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____