	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Consulting**

Proc Folder: 1077957 **Doc Description:** Audit Services for Unclaimed Property **Proc Type:** Central Master Agreement			**Reason for Modification:**
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2022-08-02	2022-08-17 13:30	CRFQ 1300 STO2300000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION
Request for Quotation: The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish an open-end contract for professional Auditing Services to provide examinations of unclaimed property holder's records. This contract may be awarded to multiple vendors based on the responses deemed to be best qualified to provide the requested services at a fair and reasonable price as explained further per the bid requirements, specifications and terms and conditions as attached hereto.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit services				

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:
Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit services				

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:
Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit services	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:
Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed $100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 4:00 p.m.	2022-08-10

	Document Phase	Document Description	Page 4
STO2300000001	Draft	Audit Services for Unclaimed Property	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: Wednesday August 10, 2022 @ 4:00 p.m

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Toby L Welch
SOLICITATION NO.: CRFQ STO2300000001
BID OPENING DATE: Wednesday August 17 2022
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

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 *wv*OASIS (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: Wednesday August 17 2022 @ 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:
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: 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 *wv*OASIS 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of ONE YEAR _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to FOUR (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

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

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

☐ **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 that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

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

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

☑ **Cyber Liability Insurance** in an amount of: One Million Dollars per occurrence.

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

Contract.

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

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

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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: 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.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in 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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Name, Title) _____

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

_____
(Company)

_____
(Authorized Signature) (Representative Name, Title)

_____
(Printed Name and Title of Authorized Representative) (Date)

_____
(Phone Number) (Fax Number)

_____
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division, on behalf of the West Virginia State Treasurer's Office, Unclaimed Property Division ("STO"), is soliciting bids to establish a master agreement contract for Professional Auditing Services to provide examinations of unclaimed property Holders' records.

1.1 OPERATIONAL INFORMATION:

The West Virginia State Treasurer is a constitutional officer responsible for accepting and managing unclaimed property reported by Holders. Under the *West Virginia Uniform Unclaimed Property Act* (the "Act"), set forth in *W.Va. Code* §36-8-1, *et seq.* Holders of property presumed abandoned shall pay or deliver such property to the West Virginia State Treasurer and shall file annual reports with the STO.

Effective June 10, 2022, HB 4511 revised some dormancy periods for certain property types and incorporated virtual currency.

Pursuant to *W.Va. Code* §36-8-20, the STO, or the STO's designated agent, may examine the records of any person to determine compliance with the Act and the corresponding legislative rules, 112 CSR 5[1]. Thus, the STO may contract with other persons to conduct Holder audits, collect, and process various forms of unclaimed property. Any unclaimed property identified during these examinations must be remitted to the STO for return to the rightful owners.

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

The STO safeguards unclaimed property until it is returned to its rightful owners, the rights of the owners are never forfeited. Pursuant to *W.Va. Code* §36-8-9, advertisements identifying property held by STO or instructions for accessing the searchable database of unclaimed property and for filing claims on the STO's website are periodically placed in West Virginia newspapers to expedite the return of property.

Additional information regarding the Unclaimed Property Division of the STO is available on the STO website located at https://wvtreasury.com.

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 "Contract Services" means professional auditing services for the examination of the records of businesses holding unclaimed property for the STO as more fully described in these specifications.

2.2 **"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.

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

2.4 **"Abandonment Period"** means the time period from date of last owner activity; see *W.Va. Code §* 36-8-2 for additional information.

2.5 **"Authorization Letter"** means the document issued by the STO to the Vendor which initiates and approves the audit. A request for payment of an audit denied if a prior Authorization Letter was not issued (and the applicable extensions requested).

2.6 **"Compliance Program"** mean a vendor assisted self-audit program designed to educate and assist Holders in their obligation to file unclaimed property reports and remit funds to the State.

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

2.8 **"Holder"** means an entity obligated to hold for the account of, or deliver or pay to, the owner property subject to the Act.

2.9 **"NAUPA"** means the National Association of Unclaimed Property Administrators.

2.10 **"Security"** means the 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.

2.11 **"Service Organization Controls ("SOC") Report"** means to enable companies to feel confident that service providers, or potential service providers, are operating in an ethical and compliant matter, establishing credibility and trustworthiness. Utilize independent third-party auditors to examine various aspects of a company such as financial reporting, security, and confidentiality.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications. Vendor shall have the following minimum qualifications. Information is requested with the bid response to expedite evaluation; however, vendor must provide requested information within two (2) business days of request.

3.1 **Knowledge:** Vendor shall have sufficient knowledge of the *West Virginia Unclaimed Property Act* (the "Act"), set forth in W.Va. Code §36-8-1, *et seq.*, court rulings regarding the Act, and its regulations. Vendor must comply with the Act and correctly apply the law to the Holder examination.

3.2 **Organization:** Vendor must be of sufficient size and organization to provide the

Services required by the STO. Provide an organizational chart identifying key staff members who will be providing the audit services required by this RFQ. Describe Vendor, discussing organizational structure size, ownership, number of employees, location of offices, experience and Vendor's ability, capacity, data processing capabilities, and qualifications for performing the services contemplated by this RFQ.

3.3 Location: Vendor must be authorized to conduct business in the state of West Virginia. Vendor must store, process, and maintain data for the State, or a third-party under audit, within the continental United States always.

3.4 Quality Control Review: The Vendor must have favorable quality control reviews for its work if requested by the STO. The Vendor's external quality control review contents should provide either a positive or a non-negative review of the Vendor.

3.5 Internal Controls, Security and Technology:

3.5.1 A. Vendor must use a secure transfer method to collect audit data.
- SFTP/FTPS (secure file transfer over TLS 1.2 or higher or secure file transfer over SSH).
- Secure Web Transfer using HTTPS with TLS 1.2 or higher.

B. Vendor must have data-at-rest encryption for transferred data.
- For cloud storage vendors, link their compliance information for data-at-rest encryption of blob/object storage.
- For on-premises storage, provide information on the data-at-rest encryption technology implemented.

C. Vendor must use a "least privileged" access model.
- Only auditors working on the audit have access to the data.
- Administrative access or permission changes are logged.

3.5.2 Vendor must ensure that any data communications whether remote or internal, with the state or with an entity under audit, must be secured using a minimum of TLS v1.2. **Any required cipher suites, protocols or encryption technology that has been publicly exploited (published CVE) must be immediately remediated upon discovery, including any aforementioned minimum-security requirements.**

3.5.3 Vendor must not require the usage of Java, Silverlight, Adobe Flash, Active X Controls or any additional third-party plugins from the state or any third-party entity under audit.

3.54 Vendor must export and return data to the state in a commonly used format at no additional cost to the state, upon request.

3.5.6 Vendor must provide American Institute of Certified Public Accountants (AICPA) SOC-1, Type 2; or SOC 2, Type 2; or ISO 27001:2013 Certification from an ANSI accredited certification body; or CSTAR Level 2 State RAMP Moderate Certification annually to the state with bridge letters to provide assurance that controls are operating during any intervening periods. The SOC-1, Type 2 report should cover all the requirements listed in AICPA's Statement on Standards for Attestation Engagements No. 18 (SSAE No. 18).

3.6 References: The Vendor must have satisfactory references. Please provide the names of at least three (3) references from governmental agencies which administer unclaimed property programs for which the Vendor performed unclaimed property audits in the past five (5) years. The references must show that the Vendor has previously conducted unclaimed property audits in a competent and professional manner or must otherwise demonstrate the ability of the Vendor to perform the Services specified in this RFQ. The STO reserves the right to contact any person or entity it believes prudent and to inquire about Vendor.

3.7 Experience: Vendor must have at least five (5) years experience in providing unclaimed property multi-state audit services for state governments. Please describe Vendor's experience, including years of providing audit services, average number of engagements per year, the nature of Vendor's current customers, and the types of industries in which it has auditing experience.

3.8 Standards: Vendor must comply with the professional standards required by the American Institute of Certified Public Accountants (AICPA). The audit and identification of unclaimed property from the records of Holders, the processing of records and the demands for payment of the property to the STO shall be made in accordance with the Act, Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS) to the extent applicable to unclaimed property audits. Vendor shall adhere to neutral, unbiased accounting and financial reporting standards based on the core value of independence as outlined by the Governmental Accounting Standards Board (GASB).

3.9 Staff Qualifications

3.9.1 Experienced Staff: Vendor must provide experienced staff. All personnel assigned to examinations for the STO must have at least five (5) years of auditing experience in unclaimed property auditing. Vendor must maintain a full-time, licensed attorney on staff or on retainer. Include the names and contact information of the specific staff to be assigned to the STO contract and a resume for each staff member listed.

3.9.2 Partner & Supervisory Qualifications: Vendor must identify all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the audit engagements. They must have a minimum of five (5) years experience in

conducting multi-state unclaimed property compliance audits.

3.9.3 Continuation of Quality Staff: 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. Vendor shall inform the STO in writing of any personnel or staff changes that would affect the Services provided to the STO.

3.9.4 Subcontractors: Vendor must disclose any potential subcontractor in its bid to this RFQ. In the event Vendor proposes providing the required Services through a subcontractor, the bid must include the name, address, contact information, experience and staff qualifications of the potential subcontractor. Any proposed subcontractor must meet the same mandatory requirements to provide the Services in this RFQ prior to entering into any agreement with Vendor. A bid that includes Services provided by a Subcontractor is not considered a joint bid. The STO will consider Vendor to be the sole point of regarding all contractual matters. Vendor is solely responsible and liable for payment of all financial matters in connection with its employees, contractors and subcontractors. The State reserves the right to review and approve all subcontractors, review services conducted by subcontractors, and refuse payment on projects where subcontractors are used without foreknowledge or approval by the STO.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Specific Work Plan – Audits: For each planned audit, Vendor must set forth a work plan for the audit, including an explanation for the methodology to be followed and any specialized methodologies to be used by Vendor. The scope of the audit is to ensure that the Holders are in compliance with the Act. This work plan must be communicated with the Holder prior to the beginning of the audit. The STO reserves the right to provide Vendor with Audit Guidelines governing activities for conducting these audits under the Act.

4.1.2 Audits Examinations: Vendor shall conduct audit examinations of holders as required by the STO. Audits shall be conducted offsite virtually through electronic means. However, audits may be conducted onsite in-person if technical limitations exist which the audit vendor finds to make an offsite examination impracticable. Vendor shall undertake to identify and collect all types of unclaimed property from Holders that have never reported, have been improperly reported or are presumed to potentially have in their possession unclaimed property that is subject to report and delivery under the Act and within scope of the audit. It shall be the Vendor's responsibility to review the records of such Holders to determine if all property within the scope of the audit has been reported and remitted to the state. The property shall be reported and remitted to the state

for owners with a last known address in West Virginia, or in the absence of records of owner names, where the Holder is domiciled in West Virginia. The *West Virginia Property Type Codes Table* with applicable abandonment periods is attached as **Exhibit B**.

4.1.3 Requesting Multi-State Audit Examinations: Prior to the commencement of any audit, Vendor shall draft and submit electronically, to the Unclaimed Property Compliance Director, a request for audit. The request for audit should include the following information, if available. Additional information may be requested by the STO. Failure to provide sufficient information may result in the rejection of the audit.

4.1.3.1 All invited and participating states.

4.1.3.2 All Holders, including all subsidiaries or affiliated holders and the parent company, included in the scope of the audit, identified by both FEIN and Legal Name and any name they are doing business under.

4.1.3.3 Time period of records to be examined based upon the cutoff date. The cutoff date is defined by the property's last activity date.

4.1.3.4 Explanation of factors qualifying the Holder for audit.

4.1.3.5 Specific scope of types of records and/or transactions to be audited, including but not limited to:

A. Type of audit, as defined as, but not limited to:

1. General ledger audit - Includes property other than securities. Vendor cannot classify an audit that includes a book review of securities as a general ledger audit. An audit that includes forms of ownership other than securities may still qualify as a general ledger audit, OR
2. Securities audit – Includes only securities, OR
3. Full scope audit – includes all possible property types, OR
4. Virtual currency audit.

B. Parent company's date of formation and date of incorporation.

C. Holder's state of incorporation and principal place of business.

D. Indication of whether the holder currently or at any time previously has been located in, doing business in, or has been incorporated in West Virginia.

4.1.4 The STO may request Vendor conduct a West Virginia state specific audit of an entity or evaluate if a multistate audit is beneficial. The audit examination process

and procedures will be consistent with multistate audit authorizations.

4.1.5 Audit Authorization: Prior to commencing an audit, Vendor must obtain written approval in the form of a standardized Authorization Letter approved by the STO, on STO letterhead. The STO has the final and sole authority to determine who, if anyone, will conduct an examination of Holders. All unclaimed property funds or securities submitted by Vendor or the Holder pursuant to an examination conducted without an Authorization Letter from the STO shall be received by the STO without compensation to Vendor. The STO will advise Vendor of a rejected audit examination request within 60 days of the initial request.

The STO reserves the right to require the Audit Guidelines described in Section 4.1.1 be included as an attachment with the Authorization Letter.

4.1.6 Multi-state Audit Authorizations: In the event of multi-state audits, Vendor will request and receive approval from all participating states prior to initiation of the audit. The authorization letters will be sent together in a single batch to serve as notice to the Holder of the initiation of the multi-state audit and of all participating states.

4.1.7 Authority: The Vendor shall act within the scope of authority granted to it by the STO. STO approval is required for the use of statistical sampling, projection, and estimation in the absence of Holder records. Written STO approval must be obtained prior to estimation being undertaken. Audit expansions, including but not limited to the type of audit, properties included in the audit, subsidiaries included in the audit, the lookback period, require a formal written request that includes a reason the expansion is necessary.

4.1.8 Timeframe: Vendor must comply with STO established timeframes. Vendor shall schedule an assigned unclaimed property examination at a time mutually agreeable with the Holder; however, the examination shall commence no later than ninety (90) days after the notification to Vendor of the assignment of the examination, except on a showing of good cause.

Audits shall be authorized for two (2) years from the date of the authorization letter. Should the auditor not complete the audit in that time, they shall request an extension of the audit. Extensions may be granted in one (1) year increments. If an extension is not received at least forty-five (45) days prior to the expiration of the audit, the extension request may not be reviewed, and the audit will set to expire. Unless extenuating circumstances are adequately demonstrated, no more than one (1) extension may be granted under any audit.

4.1.9 Act Requirements and Notices: The Vendor must have a working knowledge and familiarity with the requirements of the Act to properly advise Holders of their obligations. Vendor shall advise each Holder of the requirements of *W. Va.*

Code §36-8-7 for notifying owners of their property ("Due Diligence") and shall notify the STO if the Holder failed to conduct Due Diligence. Vendor shall also advise Holders that all property reported and remitted must conform to the requirements of the Act, now and in the future. Vendor shall advise each Holder of the NAUPA reporting format and the required information for its use. Vendor shall advise each Holder of record retention requirements under *W.Va. Code* §36-8-*21*. Holders are not exempt from any section of the Act, including but not limited to *W.Va. Code* §36-8-24, which grants the STO the authority to charge penalties and interest to delinquent Holders. Vendor shall not represent to Holders that penalties and interest will be waived without written authorization from the STO.

4.1.10 Bankruptcy of Holder: Vendor will notify the STO if it is discovered a Holder has filed for bankruptcy. Vendor will provide all available information to the Unclaimed Property Compliance Director within seven (7) days of discovery of the pending bankruptcy by Vendor.

4.1.11 Closure: Vendor must properly close an audit, as required by the requirements listed herein. After the Holder and Vendor have agreed to the amount deliverable, Vendor will provide the Holder and the STO with a final examination report summarizing the procedures performed and the conclusions reached, including the amount deliverable. Vendor will properly close the audit on the following month's Work-in-Progress Report ("WIP"). If applicable, the STO will notify the Holder of any interest or penalties assessed on delinquent property.

4.1.12 Reporting: These requirements may be amended at the written direction of the STO. Further, the STO reserves the right to reject any audit reports not in compliance with the provisions of this RFQ. In conjunction with the identification and collection of unclaimed property, Vendor must:

4.1.12.1 Process records of unclaimed property obtained from Holders and/or their agents;

4.1.12.2 Timely submit all required reports and notices electronically to the Unclaimed Property, Compliance Director.

4.1.12.3 Prepare and submit to the STO reports of unclaimed property in accordance with the requirements of the Act & corresponding West Virginia legislative rule, 112 CSR 5;

4.1.12.4 Report all unclaimed property electronically using the NAUPA II standardized unclaimed property reporting format. This format can be downloaded from the NAUPA website: http://www.unclaimed.org; and

4.1.12.5 Timely submit, pay or deliver all funds and other property constituting unclaimed property to the STO, or its designee subsequent to the

processing of the Holder's records and Vendor's demand of report and payment or delivery, as provided in this subparagraph. All funds, must be segregated and securely maintained by Vendor for a period not to exceed thirty (30) calendar days prior to disbursement to the STO or its designee.

4.1.13 Securities: Vendor must process all securities according to the procedures established by State law and the STO.

4.1.13.1 Vendor shall cause all securities to be re-registered to the State of West Virginia or its nominee, as directed by the STO, and delivered using Depository Trust Company (DTC) designations when applicable. For all securities that are not DTC eligible, Vendor shall cause them to be re-registered to the WV State Treasurer or its nominee, at the written direction of the STO, and delivered in physical form to the STO, or its designee. Worthless securities should not be reported or transferred to the STO.

4.1.13.2 The accompanying invoice should include the value of the shares on the date the property is received by the STO. The value of any security shall be the closing price of that security on the date the property is received by the STO or the STO's custodian. If the property is a security traded over the counter, it shall be the bid price as set forth in the over the counter market. For any other security related properties, the value shall be determined according to generally accepted valuation procedures.

4.1.14 Demands for Remittance: Vendor must be able to demand and accept remittances of unclaimed property from Holders. Unless otherwise authorized by the STO, Vendor shall not make a demand of a Holder for remittance of property to the STO until such time as the Holder and Vendor reconcile and agree upon the report to be filed with the STO. In the event Vendor and Holder do not agree upon the report to be filed, Vendor shall notify the STO, who shall decide the matter.

4.1.15 Dispute Resolution: Vendor must be able to assist in dispute resolution as needed. In the event Vendor and the Holder are unable to reach an agreement as to the terms of Vendor's final examination report, the Holder may maintain an original action to establish the claim in the circuit court of Kanawha County, naming the administrator as a defendant.

4.1.16 Property Disputes: Vendor must be able to assist the STO with property disputes. Timely disbursement of property may be delayed because of a dispute with respect to the delivery, ownership, right of possession and/or disposition of property. Delivery requirements may be suspended at the discretion of the STO pending the resolution of said disputes or as otherwise requested by the STO. Vendor shall notify the STO of any such disputes within thirty (30) days of

determination that a dispute exists. Vendor shall then make all reasonable efforts to resolve disputes as quickly as possible. Vendor shall provide to the STO the actual resolution date of any such disputes and shall remit the property within thirty (30) days of resolution of disputes.

4.1.17 Release Agreements: Vendor must prepare Release Agreements according to STO procedures. Vendor shall prepare a Release Agreement, when requested by a Holder, to be signed by the Holder and the STO, which shall identify the property to be remitted, and verify that the appropriate abandonment period has been met for each type of property reported. A copy of a sample *Standard Release Agreement* is attached as **Exhibit C**. The STO reserves the right to modify the terms of the Release Agreement at its discretion.

4.1.18 Work-In-Progress Reports: Vendor must provide to the STO Work-in-Progress Reports ("WIPs") according to the following procedures:

4.1.18.1 Vendor shall provide the Unclaimed Property Compliance Director at UP_Compliance@wvsto.com, by the 15th of each month, for the previous month, a WIP for each Holder under examination. All Holders under audit must be listed in the WIPs from the time the audit is commenced until the audit is formally closed. The WIPs will be in the form of and include all information required by the current sample *Work-in-Progress Report Template* attached as **Exhibit D**. This template may be amended at the written discretion of the STO.

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

4.1.20 Joint Examinations: Vendor agrees the STO reserves the right to participate in a joint examination of any Holder, at any time, with Vendor.

4.1.21 Fees: Vendor agrees to payment for audit services as follows:

4.1.21.1 Except as provided in Section 4.2.10 and Section 4.3.1 below, all Vendor fees for the identification and collection of unclaimed property will be the lesser of a flat 10 percent (10%) of the net unclaimed property remitted to the STO, or the lowest fee percentage charged to any other state for the same Holder multi-state audit, less any interest due pursuant to the provision of this RFQ. In such case, if the fee is lower than 10%, Vendor shall provide written notice of the lower fee and agree to provide the same fee.

4.1.21.2 Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor. Payment will be made in arrears, based upon invoices submitted by Vendor, once property is received.

4.1.21.3 Failure to deliver property to the STO within thirty (30) days of receipt from the Holder will result in the following reductions in fees, unless a dispute occurs or unless the STO waives the reduction for matters beyond the reasonable control of Vendor. The STO reserves the right to request documentation indicating the date the property was received by Vendor. Vendor must provide requested information within two (2) business days of request.

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

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

4.1.21.3.3 Audit reports, funds and securities that are submitted past ninety-one (91) calendar days after the receipt of property by Vendor may be considered past due and may result in a forfeiture of the entire fee, at the discretion of the STO. The STO reserves the right to require Vendor to submit all reports and property immediately upon reaching past due status.

4.1.22 Confidentiality: Vendor must preserve the integrity of STO security and confidentiality. If Vendor is engaged in handling confidential information, it shall exercise appropriate security precautions. Vendor shall maintain as confidential all information concerning a Holder's property. Pursuant to W.Va. Code §36-8-25, unclaimed property records are confidential and not subject to the West Virginia Freedom of Information Act ("FOIA"), *W.Va. Code § 29B-1-1 et seq*.

4.2 ADDITIONAL OPTIONAL SERVICES WHICH VENDOR MAY PROVIDE

4.2.1 Additional Services: Vendors with the minimum qualifications set forth in Section 3 and who want to oversee Vendor-Assisted Self Audit (referred to as the

Compliance Program within the STO) for Holders must also meet or exceed the mandatory requirements listed below.

4.2.2 Assistance: Vendor must assist the STO in the identification, outreach, education, and notification of potential Holders of unclaimed property. Vendor shall assist in the education of the Holders' obligation to file unclaimed property reports and to remit those funds to the STO.

4.2.3 Identification: Vendor must research and identify potential Holders of unreported unclaimed property that is past due. Vendor must provide written justification for seeking approval for Holder to participate in this program. The STO may also identify potential Holders and request their participation in the program.

4.2.3.1 Written Justification: Vendor's written justification must be based on the Holder's reporting history and an indication of the Holder's willingness to be compliant with the Act.

4.2.3.2 Review Plan: Vendor-assisted self-review plan must identify the Vendor's staff and the assistance that will be provided to the Holder, an expected timeline to begin with an opening conference and conclude with a closing conference, the general methods to be employed and the time period to be covered by the vendor-assisted self-review.

4.2.4 Authorization: Vendor must obtain prior written authorization from the STO to oversee a self-audit of a Holder under this program. The STO has the final and sole authority to determine who, if anyone, will take part in the self-audit and will also make requests in writing to Vendor. All unclaimed property funds or securities submitted by Vendor or the Holder pursuant to any self-review under this program conducted without prior written approval from the STO shall be received by the STO without compensation to Vendor.

4.2.5 Vendor-Assisted Self-Audit: Within 90 days of obtaining authorization from the STO, Vendor must contact the Holder and begin to execute Vendor-assisted self-review plan. Vendor shall assist the Holder to determine, report, and collect all types of unclaimed property in the possession of the Holder, within the scope of the audit due and owing the STO. Vendor shall explain its responsibilities to the Holder which will include the following phases:

i. Vendor will gather and document basic corporate information;
ii. Vendor will review the financial statements in order to advise the Holder of the types of property to be included in the self-review;
iii. Vendor will review the self-review analysis prepared by the Holder;
iv. Vendor will assist the preparation of the unclaimed property report;
v. Vendor will prepare a final report to the close the self-review; and
vi. Vendor will review the Holder's final report and submit the final report

and remittance to the STO.

4.2.6 Timeframe: The self-review of the Holder's records under the Compliance Program must be completed within one (1) year from the date of the STO's authorization letter unless the STO grants an extension.

4.2.7 Work-In-Progress: Vendor must submit regular WIPs on all pending vendor-assisted self-reviews in an electronic format previously agreed upon prior to authorization. These may be in a format which differs Section 4.1.19.

4.2.8 Collection and Delivery: Vendor must report all property remitted in accordance with Section 4.1.12 and 4.1.13 as required by Section 4.1.17. The Holder shall deliver any tangible property such as contents of safe deposit boxes directly to the STO.

4.2.9 Education and Compliance: Prior to closing the vendor-assisted self-review, Vendor must educate the Holder on its future compliance with the Act including those requirements noted in Section 4.1.9.

4.2.10 Compensation: All Vendor fees for the Voluntary Compliance Program will be a flat 9 percent (9%) of the net unclaimed property remitted to the STO. Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor. Payment will be made in arrears, based upon invoices submitted by Vendor, once property is received.

4.3 Additional Services: Vendors with the minimum qualifications set forth in Section 3 may be selected to conduct agreed upon procedures related to a Holder that may or may not have been part of an audit. If selected, the scope of the Agreed Upon Procedure will be outlined in a delivery order.

4.3.1 Compensation: Audit Agreed Upon Procedures related to a Holder which is outside of the scope of a multistate audit, West Virginia state specific audit, or Vendor-assisted self-audits will be paid on an hourly basis at the rate of $100 per hour, and the total cost will be capped in a release order, if selected.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the STO with a purchase price for the Contract Services. The Contract may be awarded to all Vendors that provide the Contract Services meeting the required specifications.

5.2 Pricing Page: Vendor should complete the Pricing Page (**Exhibit A**) by affirming it accepts the set reimbursement fees listed in subsections 4.1.21, 4.2.10, and 4.3.1. 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. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the buyer at the following address: Toby Welch (toby.l.welch@wv.gov) .

6. **PERFORMANCE:** Vendor and STO shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by STO. If this Contract is designated as a Master Agreement, Vendor shall perform in accordance with the delivery orders that may be issued against this Contract.

7. **PAYMENT**: Agency shall pay in accordance with all authorized Contract Services requested and accepted by the STO under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. All services are paid in arrears upon presentment of an approved invoice and any required supporting documentation.

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.

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 dedicated Contract Manager must have experience in providing audit services and must be available during normal business hours to address any customer service or other issues related to this Contract. If it becomes necessary for Vendor to change the Contract Manager, Vendor must notify the STO immediately. The replacement must have similar or more experience than the original Contract Manager. The STO reserves the right to approve any replacement at the time of the contract award or thereafter. Vendor should list its Contract manager and this person's contact information below.

Contract Manager: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

EXHIBIT A – PRICING PAGE

Vendor affirms by their signature or submission of a bid response that they will accept the fee schedule as listed for all STO requested and approved services. All vendor expenses must be included in the established fee schedule and shall not be reimbursed separately.

Per Section 4.1.21: Vendor fees for the identification and collection of unclaimed property will be a flat 10 percent (10%) of the net unclaimed property remitted to the STO, or the lowest fee percentage charged to any other state for the same Holder multi-state audit, less any interest due pursuant to the provision of this RFQ. In such case, the fee is lower than 10%, Vendor shall provide written notice of the lower fee and agree to provide the same fee.

Fee (enter percentage) _____ (Not to Exceed 10%) _____ affirmation

Per Section 4.2.10: Compensation: All Vendor fees for the Voluntary Compliance Program will be a flat 9 percent (9%) of the net unclaimed property remitted to the STO. Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor.

Fee (enter percentage) _____: (Flat Rate of 9%)_____ affirmation

Per Section 4.3.1: Compensation: Audit Agreed Upon Procedures related to a Holder which is outside of the scope of a multistate audit, West Virginia state specific audit, or Vendor-assisted self-audits will be paid on an hourly basis at the rate of $100 per hour, and the total cost will be capped in a release order, if selected.

Fee (enter hourly rate) $_____ (Not to Exceed $100.00 per hour)

_____affirmation

I/We agree to the established fee schedule for the services listed within this solicitation and resultant contract award:

Company Name: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Signature: _____

EXHIBIT B

UNCLAIMED PROPERTY
West Virginia State Treasurer's Office

WV Property Type Codes

Effective June 10, 2022

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

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

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

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

Exhibit C

STANDARD RELEASE AGREEMENT

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

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

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree follows:

1. **Compliance:** Based upon the Holder's certification as to its compliance with Unclaimed Property Law notice and abandonment period requirements, and based upon the reporting and remitting of the identified property to the STO, the STO acknowledges that the Holder has complied with the provisions of the Unclaimed Property Law, with regard to the property reported. The identified property, if any, is listed on the attached Schedule A.

2. **Release:** In consideration of the good faith reporting and remitting of the identified property to the STO, the STO releases the Holder, and if applicable, any transfer agent, dividend or interest disbursing agent, or registrar, from any liability arising hereafter with respect to the reported and remitted property, pursuant to the Unclaimed Property Law. In further consideration of the good faith reporting and remitting of the identified property, the STO agrees to waive any applicable interest and penalties which might otherwise be imposed pursuant to Unclaimed Property Law.

3. **Reimbursement:** The STO further agrees to reimburse the Holder pursuant to the requirements of the Unclaimed Property Law in the event that any person or entity claims property previously delivered by the Holder to the STO, provided the property was reported and remitted to the STO in good faith, and provided that the Holder files proof of payment and proof that payee was entitled to the payment.

4. **Governing Law:** The laws of the State of West Virginia and the legislative rules of the STO shall govern all rights and duties under this agreement, including without limitation

the validity of this agreement. In the event a lawsuit is brought involving this Release Agreement, venue shall be proper only in Circuit Court of Kanawha County, West Virginia. The parties hereby acknowledge jurisdiction of the courts of the State of West Virginia for purposes of this Agreement.

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

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

WITNESS THE FOLLOWING SIGNATURES:

West Virginia Office of State Treasurer **Unclaimed Property Division**	**Holder**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT E - WORK IN PROGRESS (WIP) Template

Exhibit D

AUDIT ID	VENDOR	HOLDER	PROJECT	FEIN	LAST ACTIVITY DATE	STATUS	HOLDER ADVOCATE	HOLDER LEGAL REP	AUDIT APPROVED	OPENING CONFERENCE	NDA	INITIAL RECORDS DELIVERED	MOST RECENT RECORDS DELIVERED	PERCENTAGE OF AUDIT COMPLETED	PRELIMINARY FINDINGS / REMEDIATION	FINAL FINDINGS PRESENTED	REPORT UPLOADED	FUNDS DELIVERED	AUDIT CLOSED	NOTES