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March 15, 2012

Frank Whittaker
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25304-0130

Mr. Whittaker,

United Bank is very pleased to submit the attached Cost Sheet in response to **RFQ # WWV12872**. As West Virginia's largest bank headquartered in the state, United Bank welcomes the opportunity to provide the requested services for Workforce West Virginia.

As the attached Cost Sheet indicates United Bank or its in-network partner banks will be providing **free ATM access to more than 80% of the state's population**. Additionally, United Bank will be leveraging the Unemployment Compensation Prepaid Card solution currently being utilized by Arkansas, Minnesota, North Dakota, South Dakota, and Wyoming.

United Bank welcomes this opportunity and looks forward to working with Workforce West Virginia should we be selected to provide this important banking service throughout the state of West Virginia. Should you have additional questions please do not hesitate to contact my office 304.348.8396.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Salyers', written over a light blue horizontal line.

Larry Salyers, CTP
Senior Vice President

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WV PURCHASING
DIVISION

RFQ WWV-12-872 (Electronic Payment Card and Direct Deposit Services) Cost Sheet

A	B	C	D	E
Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Set Up Fee - Initial Card	5,000	No Cost	
2	Monthly Account Services for Active Accounts	32,000	No Cost	
3	Transactions	256,000	NA	
4	Total ATM Withdraws	64,000	NA	
	ATM In-Network (4 free Withdrawals)			
5	Number of Counties with at least one ATM	39		
6	Divided by Total Counties in West Virginia	55		
7	Percent	70.91%		
8	% in 7C multiplied by 64,000 ATM Withdrawals	45,382	No Cost	
	Contracted ATM In-Network with Fee			
9	Number of Counties with at least one ATM	0		
10	Divided by Total Counties in West Virginia	55		
11	Percent	0.00%		
12	% in 11C multiplied by 64,000 ATM Withdrawals	-	\$0.00	\$0.00
	More than 4 In-Network ATM Withdraws			
13	10% of quantities in Line 8	4,538	\$0.00	\$0.00
	ATM Out-of-Network			
14	Number of Counties without an In-Network ATM	16		
15	Divided by Total Counties in West Virginia	55		
16	Percent	29.09%		
17	% in 16C multiplied by 64,000 ATM Withdrawals	18,618	\$0.90	\$16,756.36
18	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 17C)	18,618	\$2.00	\$37,236.36
	**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 18, the important factor is the number of transactions. Therefore, the standard rate of \$2.00 is being used for the purpose of calculating and allowing			
20	ATM Transactions outside of the US	200	\$2.00	\$400.00
21	Point of Sale as Credit	115,200	\$0.00	\$0.00
22	Point of Sale as PIN Debit	64,000	\$0.00	\$0.00
23	Teller assisted Withdraw at debit card in-network bank	12,800	No Cost	
24	Total Transaction Cost Col E(12+13+17+18 +20+21+22)			\$54,392.73

United Bank

A	B	C	D	E
No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ATM Balance Inquiries	70,000	NA	
25	4 Free ATM Balance Inquiries for In-Network 70,000 multiplied by % from C7 plus C11	49,636	No Cost	
26	Additional ATM Balance Inquiries for In-Network (10% multiplied by C25) equals monthly estimated total	4,964	\$0.00	\$0.00
27	ATM Balance Inquiries for Out-of- Network (70,000 multiplied by % in C16) equals monthly estimated total	20,364	\$0.25	\$5,090.91
28	Total Cost (E26+E27)			\$5,090.91
	Other Fees			
29	Account Overdraft	10,000	\$0.00	\$0.00
	Insufficient Funds			
30	Minimum of two (2) denials for Insufficient Funds per month	10,000	No Cost	
31	Additional denials for Insufficient Funds	5,000	\$0.00	\$0.00
32	Free On-Line Statements	26,000	No Cost	
33	Account Statements Mailed to Claimants	6,000	\$0.55	\$3,300.00
34	Total Other Fees (E29+E31+E33)			\$3,300.00
	Card Issuance Services			
35	One Card replacement per year (includes postage)	500	No Cost	
36	Additional Card Replacements	100	\$2.00	\$200.00
37	Overnight delivery requested by cardholder	50	\$12.50	\$625.00
38	Expired card replacement	2,000	No Cost	
39	Card Deactivation	500	No Cost	
40	Card Reactivation	300	No Cost	
41	Total Card Services Cost (E36+E37)			\$825.00
	Cardholder Inquiry	180,000		
42	Free telephone automated inquiries through toll-free line	80,000	No Cost	
43	Free Web inquiries	30,000	No Cost	
44	2 Free Live Customer Service Inquiries per Month	40,000	No Cost	
45	Additional Live Customer Service Inquiries per Mth	30,000	\$1.50	\$45,000.00
46	Total Inquiry Cost (E45)			\$45,000.00
	Miscellaneous			
47	Account Inactivity with a balance after 12 Months	50	\$1.50	\$75.00
48	Change in PIN	500	\$0.00	\$0.00
49	Account Research	1,000	\$2.00	\$2,000.00
50	Conversion of Foreign currency (200 x \$446)	\$89,200	3.00%	\$2,676.00
51	Total Miscellaneous Cost (E47+E48+E49+E50)			\$4,751.00
A	B	C	D	E

Line No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ACH Origination and Routing			
52	ACH Monthly Maintenance	2	No cost	
53	ACH Credit Originated	64,000	No cost	
54	ACH Debit Originated	55	No cost	
55	ACH Transmission	27	No cost	
56	ACH Return	10	No cost	
57	ACH Notification of Change	10	No cost	
58	Total ACH Cost (E52+E53+E54+E55+E56)			
59	Grand Total Col. E (24+28+34+41+46+51)			\$113,359.64

WWV12872 ATM Counties - United Bank

County	Population	
Jefferson	53,498	
Berkeley	104,169	
Morgan	17,541	
Hampshire	23,964	
Mineral	28,712	
Hardy	14,025	
Tucker	7,141	
Preston	33,520	
Barbour	16,589	
Monongalia	96,189	
Marion	56,418	
Harrison	69,099	
Lewis	16,372	
Gilmer	8,693	
Braxton	14,523	
Webster	9,154	
Nicholas	2,623	
Greenbrier	35,480	
Fayette	46,039	
Raleigh	46,039	
Summers	13,927	
Mercer	62,264	
Logan	36,743	
Boone	24,629	
Kanawha	193,063	
Putnam	55,486	
Wayne	42,481	
Cabell	96,319	
Mason	27,324	
Jackson	29,211	
Wirt	5,717	
Wood	86,956	
Tyler	9,208	
Wetzel	16,583	
Marshall	33,107	
Ohio	44,443	
Brooke	24,069	
Hancock	30,676	
Totals	1,531,994	In- Network ATM's
WV Total	1,852,994	
Coverage %	83%	

RFQ No. WV12872

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: United Bank

Authorized Signature: [Signature] Date: 3/15/2012

State of West Virginia

County of Kanawha, to-wit:

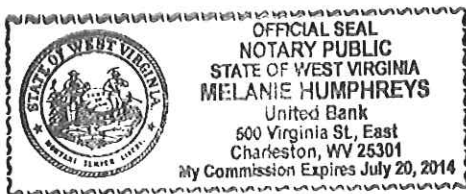
Taken, subscribed, and sworn to before me this 15th day of March, 2012.

My Commission expires July 20, 2014

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: United Bank Signed: [Signature]

Date: _____ Title: Senior VP

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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