

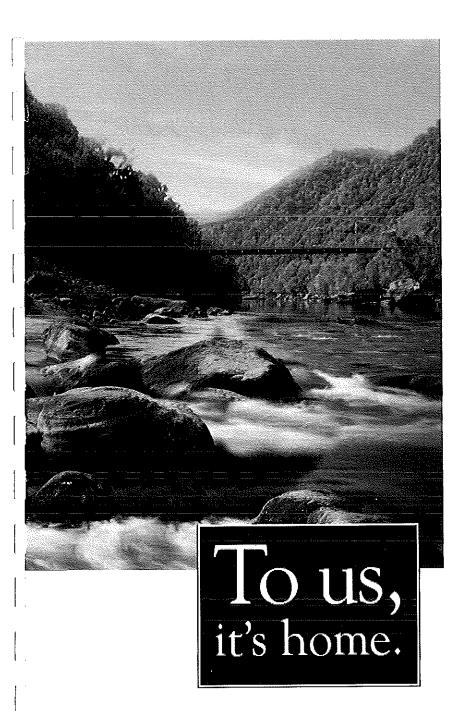
# State of West Virginia Department of Administration Purchasing Division

## NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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02/28/13 11:29:02 AM West Virginia Purchasing Division

# State of West Virginia Travel Card Program RFP NUMBER TCARD13

Submitted by



Contact:

Tina Smith, Vice President UNITED BANK, INC. 2650 Grand Central Avenue Vienna, WV 26105-5190 304.295.3466

tina.smith@bankwithunited.com www.bankwithunited.com

Authorized Signer

February 28, 2013



February 27, 2013

Mr. Paul Reynolds 2019 Washington Street, East P. O. Box 50130 Charleston, WV 25305

Dear Mr. Reynolds and Evaluation Committee:

On behalf of United Bank, Inc., it is our pleasure to present the enclosed proposal to the State of West Virginia Purchasing Division, to provide Travel Card Services as set forth in your Request for Proposal (TCARD13).

United Bank, the largest headquartered company in our State, is totally committed to the State of West Virginia. We believe in the importance of keeping West Virginia headquartered companies in our State. When you lose headquartered companies, you lose jobs, local suppliers, Wall Street exposure for our State, local decisions, and more.

United Bank will continue to provide a team of highly experienced professionals who will deliver the quality customer service to which the State of West Virginia has become accustomed. United will continue to provide quality technical service and the benefit of our experience will far surpass other vendors.

On behalf of United Bankshares, Inc., and United Bank, Inc., it is with great pleasure that we submit this proposal for Travel Card Services.

Sincerely,

Tina Smith

Vice President

TS/es

Enclosure: Proposal

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# Attachment A: Vendor Response Sheet

Vendors responding to this solicitation should provide detailed narrative descriptions of the following:

# 4.3. Qualifications and Experience

Organization 4.3.1

Vendor should submit pertinent data relating to the Vendor's organization, personnel and experience that would substantiate its qualifications and capabilities to perform the services. The vendor should state name, title, phone number, and email address of each.

United Bank, West Virginia's Bank, is the largest bank headquartered in the State of West Virginia. United Bank has owned and operated its own credit card portfolio since 1969 and has the largest credit card program headquartered in the State of West Virginia. All management and servicing of the United Bank Credit Card Operation is located within the State, in Vienna, WV. United Bank is registered with Master Card and Visa and has been issuing credit card accounts and providing merchant services since 1969. United Bank's Bankcard staff supports 115 full-service offices in WV, MD, Washington DC, VA, PA and Ohio. We are proud of the fact that this support team is located in Vienna, WV. United Bank supports thousands of corporate credit cards for numerous businesses, organizations and local government entities throughout the State. In addition to consumer credit card services, United Bank also has a successful corporate card Program. United Bank developed the corporate card program in 1999. This program now consists of traditional business cards, travel cards and purchasing cards. United Bank also has a support team through our service provider, of over 90 employees and the support of FDR's technical services area.

United Bank will continue to provide the following management level support to the State Travel Manager and Agency Coordinators. The following will be available to serve you.

> Karen Inghram Vice President 507-27th Street Vienna, WV 26105 304.295.3465 karen.inghram@bankwithunited.com

Tina Smith Vice President 507-27th Street Vienna, WV 26105 304.295.3466 tina.smith@bankwithunited.com

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#### 4.3.2 Eligibility of Vendor

The vendor should supply a statement and documentation describing the Vendor's business and ability to provide services required.

a. Vendor should submit organizational size and structure in relation to the scope of work performed.

United Bank is an \$8.4 Billion holding company with 115 full service offices in West Virginia, Virginia, Maryland, Ohio, Pennsylvania and Washington, D.C. United Bankshares stock is traded on the NASDAQ Global Select Market under the quotation symbol "UBSI".

b. Vendor should submit evidence of the transaction capacity currently being utilized as well as any additional capacity to be acquired to provide the specific work requirements.

In December 2002, and again in October 2005, United Bank was awarded the State of West Virginia Travel Card Program. This program has approximately 5,850 accounts on file, which includes individual, team and ghost accounts. Many of these accounts have required special restriction/control programming.

In May of 2008, and again in June of 2012, United Bank was awarded the Local Government Purchasing Card Contract, which provides the opportunity to issue the West Virginia One Card on behalf of the WVSAO. Over the past two years, we have successfully signed on over 230 county commissions, municipalities, school boards, etc., with hundreds of cards issued.

United Bank processes credit card transactions with FDR, who is a leader in electronic commerce and payment services. The card-issuing unit of FDR is the world's leading third-party processor. FDR and Primax collectively, provide commercial and purchasing card services to thousands of clients, of which there are multiple public sector programs. These partners provide United Bank with the necessary resources to provide TCARD services to the State of West Virginia.

c. Proposals should be as thorough and detailed as possible so that the state may properly evaluate the vendor's capabilities to provide the required services. This should include a written narrative of the vendor's experience in providing credit card services described herein.

#### See 4.3.2.b

d. Vendor should include the latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization or any other acceptable proof of financial responsibility.

#### Annual Report included as Attachment D

e. The Vendor should provide sufficient information to establish that adequate, personnel resources are available to install and support the travel card program.

Since United Bank is the current vendor of the TCARD06 contract, experience will reflect that we have adequate personnel and experience to continue supporting the program.

f. Proposal should state the number of employees currently assigned to government credit card accounts and corporate credit card accounts – identify each group separately.

United Bank has five full time employees to support our commercial card programs. United also has a support team through our service provider of over 90 employees and the support of FDR's technical services area.

g. The Vendor should address the number of positions that would be assigned to the state's travel card program and the number of hours each position will be assigned for implementation and in on-going operations for the direction of the contract.

The same support team mentioned in "f" above will continue to service the TCARD.

h. The Vendor should list the physical location of employees assigned to this account.

United staff is located at 507-27<sup>th</sup> Street, Vienna WV 26105. Our after hours customer service is located in Wakefield, MA.

#### 4.4 Projects and Goals

#### 4.4.1 Card Design

The Vendor should describe card design.

United Bank understands and agrees that we shall provide a card designed specifically and exclusively for the State of West Virginia Travel Card Program. United proposes that the current stock on hand be depleted for the new TCARD contract. Upon depletion of the existing stock, replacement stock can be ordered without change to design that already meets the State's criteria. As has been done in the past, the cost of plastics will be deducted from the annual revenue sharing payment.

#### 4.4.2 Control Restrictions

The Vendor should describe their ability to provide limits and restrictions to the travel cards.

United Bank understands and agrees that participating agency and institution directors determine how the cards will be used, consistent with the terms of the contract. United Bank will continue to work with each agency or institution director or coordinator, as we have since December 2002 to set up accounts in a manner that best meet the needs of each cardholder and agency or institution.

Card Controls are an important part of any commercial card program and assist in establishing baselines needed for development of best practices and performance goals. Parameters can be uniquely established at any agency level for each Travel Card issued. Participating agencies, with the approval of the Travel Card Coordinator may define and assign user requirements for each card. This authority can be assigned at the State's discretion based on travel requirements.

United is able to place restrictions at the card level, as needed, by offering a variety of control features that are set for the individual traveler(s), Team and Ghost Accounts. Use of the card at merchant types that are unacceptable to the State of West Virginia can be prevented by including/excluding certain MCCs. Some of the cardholder controls are as follows:

- Single per transaction dollar limits: Limits can be set by dollar amount, number MCC and country code. Single per transaction dollar limits will not exceed limits established by the agency coordinator or the State Travel Manager.
- Number of Authorizations Per Day: United Bank can set controls that will limit cardholders to the number of authorizations they may receive in one day.
- Number of Authorizations Per Billing Cycle: United Bank can set controls that will limit the number of authorizations a traveler may obtain in one month.

- Dollar Limits Per Day and Billing Cycle: United can set controls that will limit the total dollar a traveler can spend per transaction or by day, month and cycle.
- Exclude/Include by MCC: Transactions at certain types of vendors may be blocked or permitted and United can also control the dollar limit that can be spent at certain types of merchants.
- United can also set restrictions for the hours of day that cards can be used.

#### 4.4.3 Customer Support

- 4.4.3.1 The Vendor should provide/describe the following:
  - a. Toll free telephone number(s) for card assistance. Please include description of hours and days of coverage for domestic and international travel.

United Bank will continue to provide toll-free customer service numbers to assist travelers and travel management with whatever needs may arise whether domestic or international. United Bankcard Operations Center is available from 8:00 a.m. to 5:00 p.m. Monday thru Friday at 800.242.7600. Our back-up service center is also available 24/7/365 to assist travelers and travel management with any issues that may arise at 866.661.4234. The United Lead Account Manager's cellular telephone number is also made available to the State Travel Manager 24 hours per day, seven days per week, and 365 days per year for any issue that requires his/her attention. In the event the Lead Account Manager is not available, the Assistant Account Manager's cellular number will also be made available.

b. Toll free telephone number to report lost/stolen cards. Please include description of hours and days of coverage for domestic and international law.

United Bank will continue to provide toll-free telephone numbers whereby travelers can report their card lost/stolen 24/7/365, whether domestic or international. See 4.4.3.1.a for numbers.

c. Customer account representatives. Please include name, title, phone number, and email address of personnel responding to cardholder at agency inquiries concerning billings and/or services for domestic and international travel.

United will continue to provide the State with customer service representatives who will respond to agencies, cardholders and coordinators concerning all types of inquiries on domestic and international activity. See 4.3.1 above.

d. Availability and cost of emergency replacement cards for domestic and international travel. Please state if you offer any additional services for the traveler.

United will continue to provide emergency card replacement both domestic and internationally. Cards will be replaced within 7 - 10 days of request at no cost. Rushed cards replaced within two days will be at a cost of \$25.00. See (e) below for additional travel related services.

e. Limits and extent of flight insurance and rental vehicles insurance for domestic and international travel.

Details of flight (common carrier) insurance and baggage for domestic and international travel are defined in Attachment E. Coverage of \$500,000 is available on Individual and Team accounts, while coverage of \$200,000 is available on Ghost accounts. The current baggage benefit is \$300 on each. Details of auto rental coverage are defined in Attachment F.

f. Program for domestic and international travel assistance. Vendor's response should include, but not necessarily be limited to the following topics. ATM cash access, travelers checks, excess baggage insurance, foreign currency and travelers checks, next day delivery, emergency cash, personal check cashing, passport assistance, immunization requirements, weather conditions, currency exchange rates, medical protection, legal referral service, roadside assistance service, airport lounges and business centers, ability to quickly change credit limit for travelers on extended or international travel status if credit limits are insufficient to cover actual reimbursable costs.

Complete details of MasterAssist, the benefit program for domestic and international travel, can be found in Attachment F. This attachment clearly defines what, who, when and where coverage is applicable. This guide also defines emergency cash, medical protection and much more. In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to the cardholder's account and subject to authorization by the Card issuer). MasterCard Global Service® provides worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advance. Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else. In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call 1-800-MC-ASSIST (1-800-622-7747). When outof-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 75 countries worldwide.

United Bank will continue to work with Travel Management and Travel Coordinators to adjust credit limits for travelers, if needed. There may be instances whereby rental agencies may charge additional fees that are not covered by this program. United Bank has worked with MasterCard and rental agencies to reduce or eliminate fees for the cardholder and will continue to do so if the need arises.

- 4.4.3.2 The Vendor should describe the methods for handling questions concerning charges on a statement. Please note and describe the following methods, if offered.
  - a. Directions to handle questions on disputed/contested charges on statement.

The dispute process is as follows:

- Pursuant to MasterCard Regulations, the travel cardholder or other authorized person would first need to contact the merchant to attempt to resolve the dispute.
- If the dispute is on a team or ghost account, which is state liability, the cardholder would contact their travel coordinator, who would then contact United to complete a dispute form and provide required documentation. If the dispute is on an individual liability account, the cardholder would contact United to complete a dispute form and provide required documentation.
- The Travel Coordinator or employee would forward the dispute form to United Bank via fax, mail or email.
- United Bank will place the transaction in dispute and the Agency or cardholder will not be required to pay for the transaction while we are investigating.
- United Bank will review the dispute and determine if a copy of the disputed item needs to be requested from the merchant. If so, United Bank will order a copy of the transaction through the MasterCard system.
- Upon receipt of the requested copy, United Bank will provide a copy to the cardholder or agency to determine if the transaction is a valid authorized transaction.
- b. Credit account (agency or individual) pending resolution of the questioned or disputed item.

If the disputed item qualifies for immediate chargeback, United will charge back the disputed transaction to the merchant and immediately credit the account. Otherwise, the transaction will remain on the account and be placed in a dispute status until it can be charged back or resolved.

c. Process credits for items resolved in agency/individual.

If it is determined that the item should not be charged to the agency or the individual, a credit will be issued to the account. United Bank will issue a chargeback to the merchant. The dispute will be considered resolved unless the vendor provides additional information that would reflect that the charge was valid. Situations such as this would be discussed with the individual or travel coordinator before placing the charge back on the account.

If the dispute is not resolved to the satisfaction of the individual or travel coordinator, United Bank may send the documentation to a third party arbitrator for review and final ruling.

#### 4.4.4 Program Control

- 4.4.4.1 Please describe program control features. Please note and describe below control features, if offered.
  - a. Available charge card billing cycles

Currently, United Bank's billing for the State Travel Card occurs on the  $20^{\rm th}$  working day of each month.

b. Processing time necessary to issue card

Upon approval of a travel card application, the normal delivery time for card(s) is seven to ten days. However, when necessary, United Bank has the capability of embossing cards in-house, or can rush order the plastic and have delivered next day at a cost of \$25.00.

c. Bill inquiry response time

United Bank is very sensitive to providing exemplary customer service. Therefore, billing inquiries are responded to immediately as customer service representatives are available to answer telephones 24/7/365. If it becomes necessary to leave a message, calls are returned the same business day or the next business morning, if the call is received late in the day. Our customer service representatives are diligent to keep customers informed if resolutions cannot be immediately obtained.

d. Billing procedures

United Bank will continue to use the Enterprise Presentation product, which supports cardholder statements as the monthly billing statement mailed to

individual cardholders. Statements will be mailed on a monthly basis to each account holder that has a balance.

e. Lost or stolen card replacement capability procedures

Upon receipt of verbal and/or written notice of a lost/stolen card, we will immediately place that account in the proper status to clearly indicate the situation. In addition, the account will be frozen and no future charges will be authorized on that account. The replacement card will be mailed to the employee/agency within 7-10 days at no charge. Rushed or next day cards will be assessed a \$25.00 fee. In addition, cardholders will not be held liable for unauthorized charges made on cards that are reported lost or stolen.

f. Delinquent account collection procedures

Team and Ghost account holders are not contacted by our collection staff. Our staff will contact the travel coordinator or the State Travel Manager for assistance in collecting team and ghost accounts. Individual accounts not paid by the due date will be assessed an APR of 18% and a late charge of 5% of minimum payment due, not to exceed \$15.00, while Team and Ghost accounts will be assessed an APR of NY Prime + 6%, which is currently 9.25%.

United Bank's collection staff begins to contact individual cardholders at the first sign of delinquency. Collection staff will make telephone calls and send written correspondence in an effort to obtain payment. At 60 days delinquency, the account is placed in a blocked status and a letter is sent to the cardholder notifying them of the block and requesting payment. If the account is paid current and the cardholder payment history has not been an issue, the account block may be removed. Cardholder privileges are permanently revoked if an account becomes 90 days delinquent. A letter is sent to each cardholder notifying them of the revocation. Collection staff will continue with collection efforts until account is paid. Account holders that have had their charging privileges revoked, may contact their travel coordinator and request that privileges be reinstated. United Bank would ask for an updated application and perform a new credit investigation. Based on the current credit information and the history on the travel card account, United Bank may or may not reinstate the card. Cardholders requesting reinstatement will receive written notice if reinstatement is not granted.

g. Credit card collection procedures

Credit card collection procedures are the same as described in 4.4.4.1.f of this section.

h. Capabilities to access supplier database information for reporting and management of suppliers/vendors.

United bank will provide the state with a master report each month that will be in an Excel format that will allow the State to parse supplier/vendor information.

4.4.4.2 The Vendor should describe their ability to provide limits and restrictions to the travel cards.

## See 4.4.2 Control Restrictions above

#### 4.4.5 Billing

4.4.5.1 The vendor should describe the monthly billing cycle.

During the general course of business each month, we will send the cardholder a monthly statement. United Bank also receives back-up copies of all monthly statements on CDROM and is stored in our processing center in the event a copy is required. See 4.4.4.1 (a)

- United will provide reports to State Travel Manager as requested. Reports will be in Excel format so data can be easily managed.
- Agency Travel Card Coordinators can select hard copy or electronic reports of transaction activity for their agency.
- Cardholders will have access to their monthly billing statement via paper statement that is mailed monthly or via our online credit card site.

#### 4.4.6 Reports

- 4.4.6.1 Vendors should explain their capabilities for the following:
  - a. Type of business establishment (e.g. airline, restaurant, hotel, etc.)
  - b. Total dollars paid by business type by agency and/or cardholder
  - c. Total dollars paid to all merchants (by the cardholder on year-to-date basis). These reports should be sorted by merchants paid by the travel card in descending dollar amounts. A secondary sort would be the total payments to each merchant by individual state agencies and institutions.
  - d. Electronic system access, in order to provide management information reports to the Travel Management Office. These reports should include billing information on actual airfare, lodging, car rental, and other charges as well as account activity detail.
  - e. How the reporting provides detail and summary reporting. Vendor should provide the levels of detail for the cardholder, agency and Travel manager that are available. The

Vendor should also describe options available to the state for frequency of reports, daily, quarterly, annual, ad hoc etc.

- f. Willingness and what possibilities exist to utilize the state's coding structures.
- g. Any other media that reports can be produced upon, e.g. disk, microfiche, CD, COLD technology, etc. Vendor should describe and provide samples of management and other reports that can be provided to participating agencies and institutions, and the State Travel manager. The central agencies of the state may request standard management information on a statewide basis. The Vendor should explain their capability to transmit reports by hard copy, all magnetic formats (tapes, disk, etc.) or microfilm/fiche. Include information on any media in which these reports are available and charges for these reports, if any. In addition, the Vendor must describe options regarding the frequency of report productions (daily, weekly, monthly, ad hoc, etc)

United bank will provide the state with a master report each month that will be in an Excel format that will allow the State to parse supplier/vendor information, as well as detailed transaction data.

# 4.4.7 Changes in Cardholder or Agency Accounts

4.4.7.1 Vendor should state time required after receiving a change request for a card holder's account or agency master account and affecting the change.

Any participating agency's Travel Coordinator may request a change to a cardholder's account. Such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, billing address, telephone number, termination and non-renewal. The travel coordinator may telephone a customer service representative to initiate a change, however must follow up by email or fax. It may also be necessary to provide an updated application for limit increases or additional documentation if required (e.g. name changes). All changes are generally additional documentation if required (e.g. name changes). All changes are generally made the same day, or the next business day, depending upon the time of day in which the request is received. Although rare, certain changes that require additional information or investigation may take a little longer. Bankcard Representatives will keep the Travel Coordinator informed as to any delay in changes. The State Travel Manager may also request changes from time to time. These changes may be made by telephone, but must be followed up with fax or email as well.

# 4.4.8 Enhancements/Acceptance of Vendor's Card

4.4.8.1 The Vendor should describe any established programs to recruit new business for inclusion in the credit card program when notified by an agency that a vendor card is not accepted. Vendors should describe in their proposal their program for recruiting any new business. The Vendor

should provide the number of travel related vendors within the State of West Virginia which accept the offered card. Travel and entertainment related vendors are defined as follows: hotels, motels, travel agents, ticket agents, bars, taverns, railroads, gasoline stations, theaters, airlines, passenger railroads, amusement parks, and passenger car rentals.

MasterCard is accepted at over 25 million locations worldwide. In addition, The Cirrus brand represents immediate deposit account access convenience at more than 800,000 cash machine locations worldwide. There will only be extremely rare situations in which a travel related business does not accept MasterCard.

In the highly unlikely event that a business does not accept MasterCard, the Travel Manager will contact the United Bank Lead Account Manager and provide the name and location of the business and we will personally contact them and explain the merits and advantages of accepting MasterCard and invite the business to accept MasterCard cards in the future.

#### 4.4.9 Electronic Media

4.4.9.1 Vendor should describe capabilities of providing an electronic file containing monthly credit card billing information or other management reporting data electronic form that contain monthly credit card billing information or other management reporting data.

As mentioned in 4.4.6.1., United Bank will provide an Excel file that will allow the State Travel Manager and agencies to easily manage the data and create Ad hoc reports. CardView Online, our online credit card service is available to cardholders for review of monthly credit card billing information.

# 4.4.10 Automation Capabilities

4.4.10.1.1 Vendor should summarize the automation capabilities offered. The following topics should be addressed (and any others the Vendor wish to offer).

#### a. Online inquiries

Cardholders may view their current account data online via our online credit card service. They may also make customer service inquiries, online payments and receive email alerts with this service. Travel Coordinators may also use this

online credit card site to monitor and manage Team and Ghost accounts, however the transaction data will only be reflected at the control level.

b. Upload and download capabilities

United Bank's on-line credit card service provides for upload and download capabilities.

c. Internet access

Online access for data inquiries and payments can be found on United's homepage at www.bankwithunited.com.

4.4.10.2 The Vendor should explain plans to retain the high level of expertise, addressing, but not limited to the following topics:

United Bank continues to pursue all opportunities to increase our technical knowledge. United Bank, our card processor First Data Resources (FDR) and our service partner, New England Bankcard Association (NEBA) are keenly aware of the necessity to maintain and enhance our abilities to deliver a high level of expertise within the credit card industry. Listed below are examples of the commitment:

a. Research and development commitment

Research and Development — United, FDR and NEBA remain committed to insuring its clients have access to payment industry products and technologies with proven performance and value. In order to meet that objective, we research new products and technologies and conduct pilot programs internally or with selected clients. Past projects include smart/chip cards, electronic check processing, customer relationship management and web-based system interfaces. Projects currently in research include proximity/contactless payment systems, web-based reporting tools and rewards programs. Our continued efforts to research and test new products and technologies will help maximize our resources and provide proven products to our clients.

b. Continuing education of staff

Continuing Education of Staff – United, FDR and NEBA, the American Bankers Association and MasterCard sponsor numerous continuing education seminars and educational meetings. These meetings assist staff in learning new automation procedures, as well as learning more efficient and effective methods to improve the performance of the portfolio.

c. Association/memberships of Vendor staff

See 4.4.10.2.b above.

Association/Memberships of Bidder — In addition, United is a member of numerous and various associations that assist in the professional development and nurturing of knowledge for the United Bank Staff. Listed below are examples of associations that United is a member and actively participates:

- 1. National Association of Purchasing Card Professionals
- 2. American Bankers Association
- 3. West Virginia Bankers Association
- 4. Virginia Bankers Association
- 5. New England Bankcard Association
- 6. Bank Marketing Association

Vendor should provide copies of any forms, letters, applications and billing formats which must be completed in connection with this program.

If United Bank is the successful bidder and the State desires changes to the current program, we will work with the State to assess, address and implement desired changes. If changes require additional training for travelers and coordinators, United Bank will coordinate training with Travel Card Management.

United Bank and Travel Management worked together to develop forms that have been used for the current program. These forms include, but are not limited to applications for individual, team and ghost accounts, transfer forms, new account and collection letters. Samples forms are included as Attachment G.

Vendors should specify the time required to produce a card after cardholder initially signs up (the length of time to deliver the card after the application process is completed).

If the successful bidder, United Bank will continue to provide cards to approved applicants in a timely manner. Normal delivery time of new cards is generally 7-10 days. However, United Bank has the capability of creating cards in house and can produce rush plastics at a fee of \$25.00.

### 4.4.11 Program Implementation

4.4.11.1 The vendor should discuss the program implementation plan.

Currently, The State of West Virginia has a successful Travel Card Program in partnership with United Bank. The State will not have to make changes to this program if United Bank is the successful bidder and no new program implementation

will be necessary. If United Bank continues to provide the State of West Virginia Travel Card, no programming changes or training will be required.

- The Vendor should describe if the following are included in their proposal and how they will be treated.
  - a. Credit risk review of cardholders.

United will continue to review credit for individual cardholders to ensure qualification for the TCARD. Since team and ghost are state liability, no credit review is performed.

b. Blocking of all jewelry and electronic purchases, retail sales, online internet shopping, etc. as requested.

United is able to place restrictions at the card level, as needed, by offering a variety of control features that are set for the individual traveler(s) Team and Ghost Accounts. Use of the card at merchant types that are unacceptable to the State of West Virginia can be prevented by including/excluding certain MCCs. Some of the cardholder controls are as follows:

- Single per transaction dollar limits: Limits can be set by dollar amount, number MCC and country code. Single per transaction dollar limits will not exceed limits established by the agency coordinator or the State Travel Manager.
- Number of Authorizations Per Day: United Bank can set controls that will limit cardholders to the number of authorizations they may receive in one day.
- Number of Authorizations Per Billing Cycle: United Bank can set controls that will limit the number of authorizations a traveler may obtain in one month.
- Dollar Limits Per Day and Billing Cycle: United can set controls that will limit the total dollar a traveler can spend per transaction or by day, month and cycle.
- Exclude/Include by MCC: Transactions at certain types of vendors may be blocked or permitted and United can also control the dollar limit that can be spent at certain types of merchants.
- Restrict hours of day in which card can be used.

## 4.4.12 Disaster Recovery Plan

Vendor should describe its disaster recovery plan in detail and indicate the length of time required to restore full service assuming that the Vendor's primary operation site is unavailable due to either man made or natural disaster.

United Bank maintains a Business Continuity Plan/Disaster Recovery Plan which is reviewed and tested annually. This plan tests critical and non-critical functions and details minimum suspension times before significant bank or customer impact. The plan also identifies back up sites that would house Bankcard Operations in the event of a disaster that closed down the current operations center. United is required to perform mock disaster testing to ensure operations can continue without impacting the customer. In the event we cannot recover operations quickly, we have the ability to shift operations to our service partner, New England Bankcard Association and Primax Payment Services located in Wakefield MA.

For non critical functions such as application processing, we would be able to be back up and functioning within 48-72 hours. Critical functions that could be impacted would be payment and adjustment processing, ordering plastics, processing of mail and daily settlement. Since 99% of our customer contact is via the telephone, internet, mail & email, we should be able to recover and continue to service customers within 24-72 hours.

# Attachment B: Mandatory Specification Checklist

## 5.1 Mandatory Requirement 1: Card Use

The travel credit card shall be used for travel related charges only. These services will be used by all state entities and will also be available to local municipal governments, educational institutions and other political subdivisions throughout the state, at their option. The contract the state will enter into will provide travel cards to employees at no charge to the state. The individual cardholder shall be responsible for the charges and payments on such accounts.

United understands and agrees.

# 5.2 Mandatory Requirement 2: Cardholder Information

The successful vendor shall not sell or distribute a list of participating agencies/institutions, addresses, cardholder names and addresses, or any other information to any person, firm or other entity for any purpose. Additionally, the vendor may not contact individual cardholders for any purpose not directly related to the use of the state travel card. By signing and dating below the Vendor acknowledges that it understands and will abide by this restriction.

United understands and agrees.

## 5.3 Mandatory Requirement 3: Liability

- 5.3.1 The State of West Virginia will not accept proposals with any liability to the state for individual cardholders.
- 5.3.2 The state will only enter into an agreement for travel card service at no charge to the State for individual cardholders.
- 5.3.3 Vendor shall furnish cards without charging an annual fee to the designated employees of the state.
- 5.3.4 The state will require employees to use the successful vendor for official state business travel only.
- 5.3.5 The state is willing to work with the vendor in establishing credit limits for each employee.
- 5.3.6 The state will work with the vendor to control the reasonable limits of liability, but cannot accept liability for any cardholder.

5.3.7. Individual cardholder credit checks may be completed by the vendor prior to issuance of a travel card. However, such credit checks are the responsibility of the vendor and shall not become any liability for the state.

United understands and agrees to all sections of 5.3.

- 5.4 Mandatory Requirement 4: Team Accounts/Ghost Accounts
- 5.4.1 Team Accounts shall be issued as required by the Travel Manager. In various state agencies and specifically issued to small groups or teams of individuals.
- 5.4.2 Ghost Accounts are bankcard accounts used by various agencies of the state to facilitate issuance of airline tickets, conference registrations and other purposes that do not require the issuance of a plastic bankcard and rely solely on a bankcard account number without the issuance of individual plastic cards.
- 5.4.3 The State of West Virginia shall be responsible for all Team Accounts and Ghost Accounts as authorized through the contract, each agency using such account shall process and pay the properly prepared and submitted invoice by due date.

United understands and agrees to all sections of 5.4.

# 5.5 Mandatory Requirement 5: Card Termination

The Travel Manager or Travel Coordinator of each participating agency will immediately notify the vendor of card termination or cancellation. This notification may be made in verbally, but written notification shall also be sent. Upon notification, the Vendor shall immediately cancel that cardholder or work group account. By signing and dating below, the Vendor acknowledges and understands this requirement.

United understands and agrees.

# 5.6 Mandatory Requirement 6: Lost or Stolen Cards

5.6.1 Cardholder, Agency Coordinator and/or Travel Manager will immediately report lost or stolen credit cards to the Vendor. Such reports will be in writing or verbally followed by a written notice. Vendor must accept verbal or written report of lost or stolen cards. Vendor must have capability of replacing cards within 48 hours of notification and should state in their proposal or provide explanation of non-compliance. Cardholders shall not be liable for any unauthorized charge(s) on the account/card reported stolen. Vendor shall explain process for immediate

cancellation and any emergency issuance of a replacement for the reported lost or stolen card.

Upon receipt of verbal and/or written notice, we will immediately place that account in the proper status to clearly indicate the situation. In addition, the account will be blocked and no future charges will be authorized on that account.

The next step is to determine how soon the employee needs their card replaced. United has the capability to provide a replacement card within 48 hours at a charge of \$25.00. When the employee is out of state and will be out of state for at least two or more days, we will provide 24-hour card replacement with the same rush card fee. In normal circumstances we will provide replacement of all cards lost within 7 – 10 days at no charge. In addition, cardholders will not be held liable for unauthorized charges made on cards that are reported lost or stolen.

#### 5.6.2 Cancellation and Reinstatement Procedures

a. Cancellation due to dismissal or resignation. If the state dismisses an employee, or if the employee resigns their position with the State of West Virginia, the employee must surrender their card to the Travel Coordinator or Travel Manager. Such card shall be destroyed immediately and notify the vendor, both verbally and in writing, that the employee is no longer employed with the state and that the account is to be closed. Upon such notification, the vendor shall immediately cancel that cardholder or group account. If the state cannot retrieve the card, they will simply notify the vendor that the account is to be closed. Vendors must state the address and fax number to which notice shall be sent.

United Bank understands and will comply. Upon notification of dismissal or resignation of a travel cardholder, United Bank will immediately close the account. We understand that the Travel Coordinator will attempt to retrieve the card, however in some instances that will not be possible. All verbal requests to close accounts must also be followed up in writing either by mail, fax or email at the following:

Fax: 304-295-3451 P. O. Box 1382

Parkersburg, WV 26102

Email: unitedbankcard@bankwithunited.com

b. Cancellation due to nonpayment. Accounts that become delinquent or are a chronic delinquency problem may be subject to cancellation.

United Bank's collection staff begins to contact individual cardholders at the first sign of delinquency. Collection staff will make telephone calls and send written correspondence in an effort to obtain payment. At 60 days delinquency, the account is placed in a blocked status and a letter is sent to the cardholder notifying them of the block and requesting payment. If the account is paid current and the cardholder payment history has not been an issue, the account block may be removed. Cardholder privileges are permanently revoked if an account becomes 90 days delinquent. A letter is sent to each cardholder notifying them of the revocation. Collection staff will continue with collection efforts until account is paid. Account holders that have had their charging privileges revoked, may contact their travel coordinator and request that privileges be reinstated. United Bank would ask for an updated application and perform a new credit investigation. Based on the current credit information and the history on the travel card account, United Bank may or may not reinstate the card. Cardholders requesting reinstatement will receive written notice if reinstatement is not granted. Individual accounts not paid by the due date will be assessed an APR of 18% and a late charge of 5% of minimum payment due, not to exceed \$15.00, while Team and Ghost accounts will be assessed an APR of NY Prime + 6%, which is currently 9.25%.

c. Lost/Stolen Account information: Employees should call the toll free number provided for lost or stolen cards immediately upon discovery of the fact. If the account is in good standing, vendor shall reissue a new account/card immediately.

Upon notification of a lost/stolen card, United Bank will immediately status the account lost and will immediately issue a new account and card, providing the lost/stolen account is in good standing. Card will be mailed in 7-10 days at no charge.

d. Suspicious Activity: If such suspicion is raised, the vendor shall attempt to contact the employee. Vendor will include description of fraud monitoring system currently in place that will detect behavior and/or spending habit changes which could indicate that a card or account is being used without the employee's knowledge.

A fraud analyst will attempt to contact cardholder when suspicious activity is detected. United Bank uses the Falcon Fraud Predictor Plus developed by Fair Isaac with merchant profiles and utilizes the additional predictive power of merchant data and the analytic power of Falcon. Falcon is a neural network that calculates a score or grade for every transaction. With Fraud Predictor Plus the potential fraud score is adjusted to represent merchant data as well as cardholder transactions. This formula

leads to better accuracy and reliability of "scoring" each transaction as a possible fraudulent transaction.

The Falcon Fraud Predictor Plus model provides greater detection abilities due to adding a larger number of cardholder variables, merchant variables and cardholder/merchant variables to review, score and analyze each transaction. Each week all merchant profiles are updated with the most recent data available regarding merchant fraud schemes. Merchant profiles consist of variables that summarize the transaction of fraud history of each merchant in the Visa and MasterCard system. In addition, individual merchant fraud risk variables are combined with cardholder data and used in the Fraud Predictor Plus model.

The result of the additional data delivers greater detection through additional profiling information such as merchant variables and cardholder transaction variables related to prior merchant activity. Cardholder transactions are monitored to determine if activity is outside the normal spending patterns of the cardholder. If any suspicious transactions appear, an analyst will contact the cardholder to validate the transaction. If we find that the cardholder did not make the transaction, the account is immediately blocked. If we are unable to reach the cardholder and the activity is highly suspicious, the analyst may block the account until the cardholder or Travel Coordinator can be contacted.

Fraud Predictor Plus has achieved remarkable results in helping card issuers reduce fraud losses due to the fact that merchant profiles have been added to the variables reviewed. Fraud Predictor Plus is leading the industry in assisting in reducing fraud for credit card issuers and United Bank is excited about these improvements and looking forward to providing the State of West Virginia the most premier fraud protection system in the world.

e. Reinstatement: Accounts that have been canceled for any reason will only be reinstated at the direction of the Travel Manager/Travel Coordinator.

United Bank understands and agrees that any account that has been cancelled for any reason will only be reinstated at the direction of the Travel Manager/Travel Coordinator, providing the account payment history is in good standing.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the Vendor to execute this bid 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.

United Bank Inc.
(Company)
Dine Smith
(Representative Name, Title)
304.295.3466 (o) 304.295.3451 (f)
(Contact Phone/Fax Number)
February 28, 2013
(Date)

#### ATTACHMENT C

PLEASE SEE ENCLOSED COST PROPOSAL IN SEALED ENVELOPE

#### ATTACHMENT D

#### **ENCLOSED**

UNITED BANKSHARES, INC. ANNUAL REPORT UNDER SEPARATE COVER

#### DESCRIPTION OF COVERAGE

#### Worldwide Automatic Travel Accident & Baggage Delay Insurance

THE PLAN: As a United Bank @ your service Cardholder, you, your spouse or domestic partner and unmartied dependent children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your MasterCard Business account. If the entire cost of the passenger fare has been charged to your MasterCard Business account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your MasterCard Business account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire. This coverage does not include Commutation which is defined as travel between the Insured Person's residence and regular place of employment.

IMPORTANT DEFINITIONS: Accident or Accidental means a sudden, unforeseen, and unexpected event happening by chance. Dependent Child(ren) means those children, including adopted children and children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support and who are: 1) under the age of nineteen (19) and reside with the Insured Person: or 2) beyond the age of nineteen (19), permanently mentally or physically challenged, and incapable of self support; or 3) under the age of twenty-five (25) and classified as a full-time student at an institute of higher learning. Domestic Partner means a person designated in writing by the primary insured person, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary insured person; and 2) has been the primary insured person; and 2) has been the primary insured person; and 4) has been jointly responsible with the primary insured person for each other's financial obligations, and who intends to continue the relationship above indefinitely.

THE BENEFITS: The full Benefit Amount of \$500,000 is payable for accidental loss of life, two or more members, sight of both cycs, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the knuckle points of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a MasterCard Business account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. In the event of multiple accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to three times the Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

BAGGAGE DELAY: We will reimburse the Insured Person up to the Dally Benefit Amount of \$100 per day for 3 days in the event of a Baggage Delay. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the Insured Person while on a covered trip and at a destination other than the Insured Person's primary residence. Essential items not covered by Baggage Delay include, but are not limited to 1]contact lenses, eyeglasses or hearing aids; 2]artificial teeth, dental bridges or prosthetic devices; 3]tickets, documents, money, securities, checks, travelers checks and valuable papers; 4]business samples. The Baggage Delay Benefit Amount is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the nirline, crulse line, railroad, station authority, occupancy provider) available to the Insured Person. Baggage Delay means a delay or misdirection of the Insured Person's Baggage by a Common Carrier for more than four (4) hours from the time the Insured Person arrives at the destination on the Insured Person's ticket.

ELIGIBILITY: This travel insurance plan is provided to MasterCard Business cardholders automatically when the entire cost of the passenger fare(s) are charged to a MasterCard Business account while the insurance is effective.

It is not necessary for you to notify United Bank @ your service, the administrator or the Company when tickets are purchased.

THE COST: This travel insurance plan is provided at no additional cost to eligible MasterCard Business cardholders.

BENEFICIARY: The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

a) the Insured's spouse, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, c) the Insured's estate. All other indemnities will be paid to the Insured.

EXCLUSIONS: This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism; 4) travel between the Insured Person's residence and regular place of employment. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft owned, leased, or operated by United Bank @ your service; or any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

CLAIM NOTICE: Written claim notice must be given to the Company within 20 days after the occurrence of any loss covered by this policy or as soon as masonably possible. Failure to give notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. CLAIM FORMS: When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the loss. CLAIM PROOF OF LOSS: Complete proof of loss must be given to us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than 1 year after the deadline to submit complete proof of loss. CLAIM PAYMENT: For all benefits, the Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of this policy.

EFFECTIVE DATE: This insurance is effective 7/1/06, or on the date that you become a Master Card Business cardholder, whichever is latest; and will cease on the date the Master Policy 6477-44-67 is terminated or on the date your Master Card Business account ceases to be in good standing, whichever occurs first.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder: Financial Customer Insurance Trust. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please contact the Plan Administrator.



Plan Agent DFS&A Insurance Agency, Inc. 80 West Upper Ferry Road Suite 5, PO Box 77358 Ewing, NJ 08628 Plan Underwritten By
Federal Insurance Company
a member institer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

DTO-44-0374-MC

#### DESCRIPTION OF COVERAGE

## Worldwide Automatic Travel Accident and Baggage Delay Insurance

#### THE PLAN

As a MasterCard BusinessCard, Corporate or Purchasing Cardholder, provided by a Financial Institution participating in the Financial Customer Insurance Trust Common Carrier Accident Insurance Plan, you, your spouse\*\* and your dependent child(ren)\* will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, has been accumulated or charged to your MasterCard BusinessCard, Corporate or Purchasing Card account. Business Card coverage is also provided if an employee of one company charges the entire fare for another employee of the same company provided that employee has a card issued in his or her name. If the entire cost of the passenger fare has been charged to your MasterCard BusinessCard, Corporate or Purchasing Card account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge), immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your MasterCard BusinessCard, Corporate or Purchasing Card account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire. This coverage does not include commutation which is defined as travel between the Insured Person's residence and regular place of employment. In conjunction with a covered trip, we will reimburse the cardholder up to the maximum Baggage Delay Benefit Amount of \$300.00. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the cardholder while on a covered trip and at a destination other than the cardholder's location of permanent residence. Baggage Delay means a delay or misdirection of the cardholder's property by a common carrier for more than twenty-four (24) hours from the time the cardholder arrives at the destination on the cardholder's ticket. Cardholder's property means the cardholder's baggage and personal property contained in the baggage that has been checked in with a common carrier.

- \* Dependent Child(ren) means unmarried children, including adopted children, those children placed for adoption and step-children, who are primarily dependent upon the insured for maintenance and support and who are under the age of 25 and reside with the insured, beyond the age of 25 who are permanently mentally or physically challenged and incapable of self support, or up to the age of 25 if classified as a full-time student at an institute of higher learning.
- \*\* Whenever the term spouse is used, the term includes domestic partner which is a person who is at least 18 years of age and who during the last twelve months: (1) has been in a committed relationship with the primary cardholder; (2) has been the cardholder's sole spousal equivalent; (3) has resided in the same household as the cardholder; and (4) has been jointly responsible with the cardholder for each other's financial obligation and who intends to continue the relationship above indefinitely.

#### ELIGIBILITY

This travel insurance plan is provided to Master Card Business Card, Corporate or Purchasing Cardholders, provided by a Financial Institution participating in the Financial Customer Insurance Trust Common Carrier Accident Insurance Plan, automatically when the entire cost of the passenger fare(s) are charged to your Master Card Business Card, Corporate or Purchasing account while the insurance is effective. It is not necessary for you to notify the agent or the Insurance Company when tickets are purchased.

#### THE COST

This travel insurance plan is provided at no additional cost to eligible MasterCard BusinessCard, Corporate or Purchasing Cardholders provided by a Financial Institution participating in the Financial Customer Insurance Trust Common Carrier Accident Insurance Plan. The Financial Institution participating in the Financial Customer Insurance Trust Common Carrier Accident Insurance Plan pays the accountholders premium.

#### BENEFICIARY

The Loss of Life benefit will be paid to the beneficiary designated by the insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

#### THE BENEFITS

The full Benefit Amount is payable for accidental loss of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance throughout or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare(s) is charged to your MasterCard BusinessCard, Corporate or Purchasing Card account. The loss must occur within one year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurance Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident. The Baggage Delay Benefit is 1) limited to \$100 per day per cardholder up to a maximum of three (3) days; and 2) excess of all other valid and collectible insurance.

The limit of coverage for an Insured Person whose coverage has become effective shall be:

MasterCard BusinessCard, Corporate or Purchasing

\$ 200,000. Travel Accident Insurance Benefit \$ 300. Baggage Benefit

In the event of multiple accidental deaths per credit card account arising from any one accident, the Company's liability for all such losses will be limited to a maximum limit of insurance equal to three times the applicable Benefit Amount for loss of life. Benefits will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

#### EXCLUSIONS

This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency. Essential items not covered by the Baggage Delay Benefit include, but are not limited to: 1) contact lenses, eyeglasses or hearing aids; 2) artificial teeth, dental bridges or prosthetic devices; 3) tickets, documents, money, securities, checks, travelers checks and valuable papers; or 4) business samples.

#### EFFECTIVE DATE

This insurance is effective November 1, 2002 and will cease on the date the master Policy Number 6477-44-67 is terminated or on the date your MasterCard BusinessCard, Corporate or Purchasing Card account ceases to be in good standing, whichever occurs first,

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder: Financial Customer Insurance Trust. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Answers to specific questions can be obtained by writing the Plan Agent. To make a claim please contact the Plan Agent.



Plan Agent DFS&A Insurance Agency, Inc. 80 West Upper Ferry Road Suite 5, PO Box 77358 Ewing, NJ 08628

DTO-44-0371-MC

Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

# Balls Figure 1997

### MasterCard Commercial Guide to Benefits

This MasterCard Commercial Guide to Benefits describes the valuable programs available to you as a cardholder of:

MasterCard BusinessCard\* Card
MasterCard Executive BusinessCard\* Card
MasterCard\* Professional Card
World MasterCard\* for Business Card
Debit MasterCard BusinessCard\* Card
MasterCard\* Small Business Multi Card
MasterCard Corporate Card\*
MasterCard Corporate Executive Card\*
MasterCard Corporate Purchasing Card\*
MasterCard Corporate Fleet Card\*

MasterCard Corporate Multi Card\* Card
MasterCard Public Sector Travel Card\*
MasterCard Public Sector Purchasing Card\*
MasterCard Public Sector Fleet Card\*
MasterCard Public Sector Multi Card\* Card
MasterCard Government Travel Card\*
MasterCard Government Purchasing Card\*
MasterCard Government Fleet Card\*
MasterCard Government Integrated Card\*

### Important information. Please read and save.

To file a claim or for more information on any of these services, call the MasterCard Assistance Center at 1-800-MC-ASSIST, or en Español: 1-800-633-4466.

"Card" refers to MasterCard\* card, and "Cardholder" refers to a MasterCard\* cardholder.

### MasterCard Guide to Benefits

Benefits that are always with you

The chart below identifies the specific benefits of each program at a glance. We suggest you take a few minutes to familiarize yourself with the benefits of each program. You may also want to make a photocopy to take with you when traveling. This Guide applies to travel and retail purchases made on or after February 1, 2008, and supersedes any previous Guide or program

	MasterRental* Insurance Coverage	Purchase Assurance*	Extended Warranty	MasterAssist Services	MasterCard* VAT Reclaim Service	MasterCard Global Service"
BusinessCard	1	1	1	1	1	1
Executive BusinessCard	1	1	1	1	1	<b>√</b>
Professional Card	1	1	V	1	1	1
World for Business	1	1	1	1	1	1
Debit BusinessCard	1	✓	1	1	1	√
Small Business Multi Card	<b>√</b> *	√*	√*	√*	<b>√</b> *	✓
Corporate Card	1	V	1	1	1	1
Corporate Executive Card	1	1	V	1	<b>√</b>	1
Corporate Purchasing Card	✓			V	✓	✓
Corporate Fleet Card	<b>/</b> *			<b>√</b> *	√ *	1
Corporate Multi Card	<b>√</b> *	√ *	<b>√</b> *	<b>/</b> *	<b>√</b> *	1
Public Sector Travel Card	1	1	<b>√</b>	1	✓	1
Public Sector Purchasing Card	1			1	<b>V</b>	1
Public Sector Fleet Card	<b>√</b> *			<b>√</b> *	✓ *	✓
Public Sector Multi Card	√*	<b>√</b> *	✓ *	√ *	√ *	✓
Government Travel Card	1	1	✓	1	1	✓
Government Purchasing Card	1			1	1	1
Government Fleet Card	√ *			√ *	√ *	1
Government Integrated Card	<b>/</b> *	<b>√</b> *	<b>√</b> *	<b>√</b> *	<b>/</b> *	✓
* Driver-assigned cards only		<u>`</u>	•		······································	

# MASTERRENTAL INSURANCE

MasterCard cardholders can benefit from the security and safety offered through MasterRental Insurance. If you rent a vehicle for 31 consecutive days or less with your MasterCard card, you may be eligible for benefits under this coverage. MasterRental is an insurance program.

### Key term:

· You or Yours means MasterCard cardholder.

### To get coverage:

- Initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not
  considered rental charges) with your MasterCard card. If a rental agency promotion/discount of
  any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental
  must be billed to your MasterCard card.
- You must decline the Collision/Damage Waiver offered by the vehicle rental agency.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- Your rental agreement/contract must be for a rental period of 31 consecutive days or less.
   Rental periods that exceed or are intended to exceed 31 consecutive days are not covered.
- You must rent a vehicle (including minivans and sport utility vehicles that are designed to
  accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete
  and tarmac. Rented vehicles must have a manufacturer's suggested retail price that does not
  exceed USD \$50,000.

### The kind of coverage you receive:

- MasterRental will pay for covered damages on a primary basis for which you or any other authorized driver is legally responsible to the rental agency.
- Covered damages include:
  - Physical damage and theft of the vehicle, not to exceed the limits outlined below.
  - Reasonable loss of use charges imposed by the vehicle rental agency for the period of time
    the rental vehicle is out of service. Loss of use charges must be substantiated by a location
    and class specific fleet utilization log.
  - Reasonable towing charges to the nearest factory-authorized collision repair facility.
  - Secondary Personal Effects benefits covers damage or theft of such effects. You must first file
    under other applicable insurance (for example, home or business), then we'll cover whatever
    is not covered by your insurance.
  - Theft or damage to personal effects while in transit in the rental vehicle or in any building en route during a trip using the rental vehicle.
- If you or an authorized driver's primary vehicle insurance or other coverage has made payments for a covered loss, MasterRental will cover your deductible and any other eligible amounts not covered by other insurance.
- This coverage is not all-inclusive, which means it does not cover such things as personal injury
  or personal liability. It does not cover you for any damages to other vehicles or property. It does
  not cover you for any injury to any party.

### Who is covered?

- The MasterCard cardholders and those designated in the vehicle rental agreement/contract as authorized drivers.
- You, your associates, and your immediate family are covered by the Secondary Personal Effects benefit, subject to the limits below.

### **Excluded rental vehicles:**

- All trucks, pickups, full-size vans mounted on truck chassis, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or that have not been manufactured for at least ten (10) years) or limousines.
- Any rental vehicle that has a manufacturer's suggested retail price that exceeds USD \$50,000.

### Where you are covered:

In general, coverage applies worldwide, but there are exceptions:

- You may be unable to receive benefits in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. Please contact your vehicle rental agency before you travel.
- · Coverage is not available where prohibited by law.

### Coverage limitations:

- MasterRental will pay the lesser of the actual repair amount, current market value (less salvage), or USD \$50,000 per incident for which the MasterCard cardholder or any other authorized driver is legally responsible to the rental agency.
- Secondary Personal Effects benefit will pay up to USD \$1,000 per covered person, per occurrence, not to exceed a total of USD \$2,000 per any single rental period.
- MasterRental will not pay for or duplicate the Collision/Damage Waiver coverage offered by the rental agency.

### What is NOT covered:

- · Vehicle not rented by the MasterCard cardholder or authorized user on MasterCard account.
- · Any person not designated in the rental agreement/contract as an authorized driver.
- Any obligations you assume other than that which is covered under MasterRental coverage.
- Any violation of the written terms and conditions of the rental agreement/contract.
- Any loss that occurs while driving under the influence of drugs or alcohol; racing; reckless driving.
- Losses involving the theft of the rental vehicle when the renter or authorized driver cannot
  produce the keys to the rental vehicle at the time of reporting the incident to police and/or
  rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a
  vehicle collision causing tire or rim damage.
- Rental vehicles where Collision/Damage Waiver coverage was accepted/purchased by you or given to you by the rental agency.
- Any damage that is of an intentional or non-accidental nature caused by the renter or authorized driver(s) of the rental vehicle. [Except for residents of the State of New York, this exclusion is modified by the following limitation. This exclusion does not apply if 1.) an individual or joint cardholder is liable for damages to the rental vehicle under the rental agreement/contract or liable for the charges from damages to the rental vehicle under the credit card agreement, 2.) the individual or joint cardholder is a victim of domestic violence and did not cooperate in or contribute to the damage, 3.) the damage arises out of a pattern of criminal domestic violence, and 4.) the perpetrator of the damage is criminally prosecuted for the act or acts causing the damage for which a claim is being made under this coverage. For New York State residents, this modification does not apply and is not in effect.]
- Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental agency.
- Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period
  of 31 consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface other than a bound surface such as concrete or tarmac.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Indirect or direct damages resulting from a covered claim.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

### How to file a claim under MasterRental coverage:

 Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.

You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact 1-800-MC-ASSIST for further details.

- Submit the following documentation within 180 days of the incident or the claim will not be honored:
- Completed and signed claim form.
- MasterCard receipt showing the rental.
- MasterCard statement showing the rental.
- The rental agreement (front and back).
- Copy of valid driver's license (front and back).
- Report from police verifying that vehicle was stolen, vandalized, or involved in a collision.
- Itemized repair estimate from a factory authorized collision repair facility.
- Copy of vehicle rental agency promotion/discount, if applicable.
- Copy of the vehicle rental location class-specific fleet utilization log if loss of use charges are being claimed. You must secure this log from the rental agency.
- For Personal Effects benefits:
  - Report from police listing items stolen.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
  - Photograph clearly showing damage, if applicable.
- Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section, MR-CORP-DCB (1-05)

# PURCHASE ASSURANCE COVERAGE

MasterCard cardholders can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your MasterCard card is damaged or stolen within 90 days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance Coverage is an insurance program.

### Key terms:

- · You or Yours means MasterCard cardholder.
- Stolen means items that are taken by force or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.
- Damage means items that can no longer perform the function they were intended to do in normal service due to broken parts or material or structural failures.

### To get coverage:

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a qift.
- Original purchase does not have to be registered to receive this benefit.

### The kind of coverage you receive:

- Most items you purchase entirely with your MasterCard card are covered if damaged or stolen for 90 days from the date of purchase as indicated on your MasterCard receipt.
- Items you purchase with your MasterCard card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

### Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
- Coverage is limited to a maximum of USD \$10,000 per claim and a total of USD \$50,000 per cardholder account per twelve (12) month period.

- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price
  as listed on your credit card statement, regardless of sentimental or appreciated market value.

### What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody, or control by the MasterCard cardholder or responsible party.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise
  facilities, places of employment, schools, or places of worship) due to the lack of due
  diligence by you or another party. "Due diligence" means the performance of all vigilant
  activity, attentiveness, and care that would be taken by a reasonable and prudent person in
  the same or similar circumstances in order to guard and protect the item.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- · Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- · Losses that cannot be verified or substantiated.
- · Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and
  motorcycles or their motors, equipment, or accessories. Motorized equipment not designed
  for transportation and used solely for the upkeep and maintenance of a residence is eligible
  for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (for example, for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins and currency or its equivalent.
- · Losses caused by insects, animals, or pets.
- · Plants, shrubs, animals, pets, consumables, and perishables.
- · Items purchased for resale or rental use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- · Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, and contamination by radioactive or other hazardous substances, including mold.
- · Losses caused by inherent product defects or pre-existing conditions.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).

- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- · Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (for example, fish, birds, reptiles, or mammals).
- Items stolen or damaged at a construction/work site.
- Rented, leased, or borrowed items for which you will be held responsible.

### How to file a claim under Purchase Assurance coverage:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.
- · Submit the following documentation within 90 days of the date you report the claim:
- Completed and signed claim form.
- Proof of loss.
- Photograph clearly showing damage, if applicable.
- MasterCard receipt showing purchase of covered item.
- MasterCard statement showing purchase of covered item.
- Itemized purchase receipt.
- Report from police listing items stolen.
- Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policies).
- Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section. PA-CORP-DCB (1-05)

# EXTENDED WARRANTY COVERAGE

MasterCard cardholders can benefit from the security and safety offered through Extended Warranty coverage. Extended Warranty Coverage is an insurance program.

### Key term:

· You or Yours means MasterCard cardholder.

### To get coverage:

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a qift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of 60 months or less.
- The original purchase does not have to be registered to receive this benefit.

### The kind of coverage you receive:

- Extended Warranty doubles the original warranty time period and duplicates the coverage of
  the original manufacturer's (or U.S. store brand) warranty up to a maximum of 12 months on
  most items you purchase. For products with multiple warranty components, each warranty time
  period will be duplicated up to a maximum of 12 months. Should you fail to properly register
  the original warranty as required by manufacturer, Extended Warranty will only double the actual
  warranty time period that you received from the manufacturer. An example of a product with
  multiple warranty components includes an appliance with original manufacturers' (or U.S. store
  brand's) warranties that differ for parts, labor, compressor, and so on.
- If you purchase a service contract or an optional extended warranty of 12 months or less
  on your item, Extended Warranty will cover up to an additional 12 months after both the
  original manufacturer's (or U.S. store brand's) warranty and the purchased service contract
  or extended warranty coverage period end. If your service contract or extended warranty
  exceeds 12 months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this
   Extended Warranty benefit commences the day after your original manufacturer's (or U.S.
   store brand's) warranty expires.

### Coverage limitations:

- The maximum Extended Warranty benefit for repair or replacement shall not exceed the actual amount charged on your MasterCard card or USD \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand's) warranty or the service contract covers more than 60 months, Extended Warranty benefits will not apply.

The administrator will decide if a covered failure will be repaired or replaced or whether you
will be reimbursed up to the amount paid for the item. Items will be replaced with those of
like kind and quality. However, we cannot guarantee to match exact color, material, brand,
size, or model.

### What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to
  collect or items that over time become collectibles) that do not come with a manufacturer
  warranty (repair or replacement amount will not include market value at time of claim);
  recycled, previously owned, refurbished, rebuilt, or remanufactured items; product
  guarantees (such as, glass breakage); or "satisfaction guaranteed" items.
- · Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land; any buildings (including, but not limited to, homes and dwellings); permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film, and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- · Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, or illegal activity or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- · Items purchased for resale or rental use.
- Mechanical failures caused by lack of maintenance/service
- Losses caused by power surge; contamination by radioactive or other hazardous substances, including mold.

### How to file a claim for Extended Warranty coverage:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days
  of the failure or the claim may not be honored.
- Submit the following documentation within 90 days from the date of failure or the claim may not be honored:
- Completed and signed claim form.
- MasterCard receipt showing covered item.
- MasterCard statement showing covered item.
- Itemized purchase receipt.
- Original manufacturer's (or U.S. store brand's) warranty.
- Service contract or optional extended warranty, if applicable.
- Itemized repair estimate from a factory-authorized service provider.
- Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section. EW-CORP-DCB (1-05)

This document details the MasterAssist™ services available to you as a member of the plan described as follows.

**Eligibility:** In order to be eligible for the services and benefits offered by MasterCard International through AXA Assistance USA, You must be a beneficiary as defined below. Membership to the program is non-transferable.

**Duration of Coverage:** As long as You remain a MasterCard cardholder in good standing, You will have access to the assistance services described herein.

Availability of Services: MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by AXA Assistance USA to guarantee service. The Beneficiary may contact MasterAssist prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

Access: The services and benefits offered in the MasterCard program will be arranged by AXA Assistance USA.

For 24-hour emergency assistance call the MasterCard Assistance Center at:

Toll free number in the United States: 1-800-307-7309 Outside the United States, call collect at 636-722-7111

### I. GENERAL DEFINITIONS

Beneficiary: An eligible MasterCard\* cardholder in good standing whose card has been issued by an institution located in the United States and with his/her permanent address of residence within the United States; such cardholder's spouse; or, a dependent child under the age of nineteen (19) or under the age of twenty-five (25) in the case of a dependent full-time college student. In either case the family member resides permanently at the same address as the cardholder and is traveling with the cardholder.

Family Member: Any Beneficiary's common law spouse, and his or her children.

MasterAssist™: Service provided by AXA Assistance USA, Inc. on behalf of MasterCard
International.

### II. CONTENT OF THE ASSISTANCE SERVICES

The Beneficiary is entitled to obtain the following services (i) when 100 miles (160km) or more away from such Beneficiary's primary residence; or (ii) while traveling overseas outside the home country of origin:

### 1. TRAVEL MEDICAL EMERGENCY ASSISTANCE

Referrals to medical services: If you have a medical emergency while traveling, MasterAssist will refer you to qualified: physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

For the convenience of the cardholder, MasterAssist will make arrangements for a general practice physician to consult the Beneficiary's hotel or current location while traveling. Although MasterAssist service will make every effort, this service may not be available in all states and countries. If a physician can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

**Hospital admission**: If you require hospitalization, MasterAssist can organize the hospital admission and, if requested, the guarantee of medical expenses. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

### Medical transportation/Medical evacuation

If the MasterAssist medical department determines that adequate medical facilities are not locally available in the event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or non-medical), as well as ground transport requirements (for example, wheelchair assistance, ambulance at each end). It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.



### Repatriation of remains

In the event of the Beneficiary's death, MasterAssist will arrange for the repatriation of remains to the place of burial in his/her country of residence. Transportation of remains will be subject to international laws and regulations. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

### Prescription transfer/shipping

MasterAssist helps the Beneficiary replace lost or misplaced medication or other important items such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law).

### 2. TRAVEL SERVICES MEDICAL PROTECTION

If you have a medical emergency away from home,

MasterAssist Medical Protection can help you get the best care. MasterAssist Medical Protection is an insurance program.

### What is covered:

- · A global referral network of local physicians, dentists, hospitals, and pharmacies.
- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental
  conditions arising from illness or accidental injury incurred during your trip. Each covered
  individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file
  with your own insurance company first, then we'll help cover the difference.) There is a
  deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency
  illness, which, if not treated immediately, could be expected by a prudent layperson to place a
  patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily
  functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home. If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.
- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.
- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

### Who is covered:

- You, your spouse, and unmarried dependent children under age 22, traveling with you. Where you're covered:
- At locales 100 miles or more from your home\*, except in Afghanistan, Iran, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.
   When you're covered:
- You're covered from the day you leave until midnight of the 60th day of your trip, or the day
  you return to your city of residence, whichever is sooner. If your trip is extended due to a
  covered illness or injury, coverage extends to 48 hours after your return.

### What is NOT covered:

Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a
physician or dentist, not medically necessary, rendered by other than hospital providers, not
legally obligated to pay in the absence of any coverage.

- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot, or civil commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.
- · Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

### Additional information:

- All medical transportation must be approved by both the attending doctor and the Assistance
  Center staff. All other travel benefits must be approved in advance by the Center. All travel will
  be scheduled, economy class, if original ticket(s) cannot be used. MasterAssist must be given
  the return ticket(s), or must be reimbursed the value of unused ticket(s). Expenses without prior
  approval of the Center will not be reimbursed. The maximum amount paid for travel and
  repatriation costs, beside shipment of remains, is USD \$10,000 on any single covered trip.
- By making a request for assistance, or a claim for health or dental benefits, you assign to AXA Assistance the rights to receive benefits and/or reimbursement payable under other health or dental insurance for covered services performed or paid for by AXA Assistance.

### How to file a claim:

- Call 1-800-MC-ASSIST to obtain a claim form. Report the claim within 60 days of the completion of the care you receive, or we will not be able to honor your claim.
- 2. Complete and send the claim form with all documentation to the MasterCard Assistance Center. Reminder: Please refer to the Final Legal Disclosure section.

\*If a cardholder's mailing address is in the State of New York, mileage requirement is not applicable.

### 3. LEGAL ASSISTANCE

The Beneficiary is entitled to obtain the following services:

### Legal Referrals

MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory.

### Legal Assistance-Up to USD \$1,000

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist can appoint and advance the fees of a lawyer. It is expressly understood and agreed upon that all costs are the

sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

Advance payment for bail bond—Up to USD \$5,000

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist shall advance the bail bond. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer

### 4. TRAVEL PERSONAL ASSISTANCE

MasterAssist will make available to Beneficiary:

- · Information for preparing a journey
- Information on visas, passports
- · Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and value-added taxes
- · Referrals to Embassies or Consulates



- · Referrals to Interpreters
- · Dispatch of an Interpreter

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, MasterAssist shall make the necessary arrangements to provide the Beneficiary with an interpreter. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

### 5. TRAVEL-ORIENTED EMERGENCY ASSISTANCE

### Cash advances Up to USD \$5,000

In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to cardholder's account and subject to authorization by the Card issuer).

### Urgent message relay

Transmission of urgent messages from the Beneficiary to relatives, business associates, friends residing in his/her country of residence and vice versa.

### Luggage assistance

MasterAssist shall provide assistance in locating lost luggage and shall provide to the Beneficiary regular updates on the location status.

### Lost document, ticket replacement, and return trip assistance

In case of loss or theft of the MasterCard card, travel tickets, passport, visa or other identity papers necessary to return home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities. In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

### III. COST OF THE ASSISTANCE SERVICES PROVIDED

MasterAssist offers valuable emergency assistance services, however it is not insurance coverage. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of MasterAssist™ Travel Assistance Services (such as, medical or legal bills). Most of the assistance services are offered to the cardholder at no cost; however, according to circumstances and depending on the nature of the requested service, AXA Assistance may have to advance payment on behalf of the cardholder subject to the cardholder's approval. In this case, the advanced payment and associated delivery fees shall be reimbursed to AXA Assistance through the debit of the cardholder's MasterCard Card account, subject to prior approval of the cardholder's issuing bank. In the event approval for the charge is not granted by the issuing bank, the payment coverage/monetary advance will not be provided

### 6. MASTER ROADASSIST® SERVICE

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call 1-800-MC-ASSIST and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you
  money because fees for many services (jump-starts, towing, gas delivery, tire changes) are
  pre-negotiated. Road service fees will be automatically billed to your MasterCard Card account.
- You are responsible for emergency road service charges incurred by towing facilities
  responding to your dispatch, even if you are not with your car (or it's gone) when the tow truck
  arrives. MasterCard International is not responsible or liable for the service the towing facility
  provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call 1-800-MC-ASSIST, as many rental agencies have special procedures regarding emergency road service.

Reminder: Please refer to the Final Legal Disclosure section.

# MASTERCARD VAT RECLAIM SERVICE

### **VAT Refunds on Business Travel Expenses**

U.S. Companies are entitled to recover the Value Added Taxes (VAT) expenses that your company employees incur on foreign business travel.

The VAT paid on hotel accommodations, employee meals, conferences, exhibitions, trade shows, car hire, and similar business travel expenses are recoverable in most European countries. The rules and scope of VAT recovery vary from country to country, but we will determine what is eligible for reclaim and will handle all the claim processing and submissions to the VAT Refunding Authorities.

To claim VAT refunds, it is essential that your company be able to provide the original hard-copy supplier invoices on which you paid VAT.

MasterCard customers can avail themselves of a discounted fee based on a percentage of the recovered VAT.

For information on our VAT recovery services and to commence your company's VAT reclaim process, contact:

U.S. Toll free:

1.800.306.6068

Int'l. telephone:

+353.66.97.61772

E-mail: Web:

contact@fexcovatrefunds.com

www.fexcovatrefunds.com

# MASTERCARD GLOBAL SERVICE

MasterCard Global Service\* provides worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advance. Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else. In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call 1-800-MC-ASSIST (1-800-622-7747). When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 75 countries worldwide. Some of the key toll free MasterCard Global Service telephone numbers are:

Australia	1-800-120-113
Austria	0800-21-8235
France	0-800-90-1387
Germany	0800-819-1040
Hungary	06800-12517
	1-800-55-7378
Italy	800-870-866
Mexico	001-800-307-7309
Netherlands	0800-022-5821
	0-0800-111-1211
Portugal	800-8-11-272
Spain	900-97-1231

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our Web site at www.mastercard.com or call the United States collect at 1-636-722-7111.

### Account Information and Card Benefits

When in the United States, contact your card issuer directly for account information and 1-800-MC-ASSIST for card benefits. When traveling outside the United States, call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

### **ATM Locations**

Call 1-800-4CIRRUS to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard\*, Maestro\*, and Cirrus\* brands. Also, visit our Web site at www.mastercard.com to use our ATM locator. You can get cash at over one million ATMs worldwide. Be sure you know your PiN (Personal Identification Number) before you travel in order to enable cash access.

# ACCOUNT AND BILLING INFORMATION

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

# FINAL LEGAL DISCLOSURE

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by MasterCard and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

MasterRental, Purchase Assurance, Extended Warranty, and Travel Services Medical Protection coverage are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources:

Information the insurer gathers from you, from your request for insurance coverage, or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department Virginia Surety Company, Inc. 175 W. Jackson Blvd. Chicago, IL.60604

**Effective date of benefits:** Effective February 1, 2008, this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. MasterCard and the insurer reserve the right to change the benefits and features of these programs at any time.

Cancellation: We can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If we do cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to MasterCard, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to MasterCard cardholders whose cards are

issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the MasterCard cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the MasterCard carholder has concealed or misrepresented any material facts concerning this coverage.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss, or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

Salvage: If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt or possession of this Guide to Benefits does not guarantee coverage or coverage availability. FLD-2 (3/05)

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or a member's, or the MasterCard actual offerings, such master policies or actual offering shall control.

To file a claim or request MasterAssist Services, call 1-800-MC-ASSIST (1-800-622-7747), or en Español: 1-800-633-4466.
Visit our Web site at www.mastercard.com.





# West Virginia Travel Card

Card Application - Individu	ual Billing	Please Type or Pr	int All Information	1			
Applies and intermental to a							
Name (First/Middle/Last)							
Home Address - Street		Billin	Billing Address - Street (if different from home address)				
		Billin	Billing Address - 2nd Line Billing Address - 3rd Line				
City - State - Zip	Billin						
Telephone Numbers (include area code)	Hama ( )	City	- State - Zip				
Business ( ) Social Security Number	Date of Birth (MM-DD-	YY) Moth	ier's Maiden	Name			
Applicant's Position/Title	1	Gros	ss Annual Inc	come	* ************************************		
E-Mail Address				and the second and the second and a	The second section of the second seco		
			*************				
Applicant Stanstura							
Applicant requests that he/she be isseconcerning the Applicant, including a Applicant. In consideration of the issepplicable United Bank Travel Card fused for official use only for the State	whether or not a United Bank uance to and use of the Unit or all charges incurred by us	k card was issued. A led Bank card by th	Applicant aut e Applicant,	horizes United Bank to obt the Applicant agrees to ass	ain credit information concerning the sume liability in accordance with the		
Applicant Signature	Date	Ņ		ervisor Signature	Date		
Statione/Awarsavingileterieta	oralistika jarataristika jara		e and the second of the second	)(:)(0)3 <b>(</b> (V/)			
Name of Organization Requesting Is	suance of Card (this information	will appear on the card ar	nd is I mited to 2	l characters)			
Address of Organization - Street							
City - State - Zip		Applicant's Estim	nated Monthl	y Travel Expenses			
Management Information (Completed by	Travel Coordinator / Manager)						
Field 1	Field 2	Field 3		Field 4	Field 5		
			11				
Travel Coordinator / Manager Name	(please print)			Date			
Authorization Signature X UB-0001G (01/03)							
(0.1100)					•		
Credit Line Requested \$				ed Business Purchases Or Restaurant / Vehicle Rental / Gas / /	•		
Cash Advance / ATM Access ☐ Yes			,	ases Allowed? Tyes Tho			
Restrictions(if any) DailyAMT or %	AMT or %			fice Supply Store / Discount Mercha	andise / etc.)		
For Bank Use Only Application ID					Credit Limit		
Account #					Authorization Strategy		



# State of West Virginia

# **Team Travel Account Application**

(This info will appear on the card and is limited to	21 characters)
Applicant Name:	
Mothers Maiden Name:	
Assigned Contact Person:	Phone:
Billing Address:	
	<u> </u>
	į.
The individual's name appearing on this application charges to this account.	ion is the <u>only</u> person authorized to make
1. Complete all of the information on this form	and sign the application.
2. Manager/Supervisor must sign this application	n.
Applicants Signature:	Date:
Manager/Supervisors Signature:	Date:
Travel Coordinators Signature:	Date:
Send applications to: 2019 Washington St. East Cha	rrleston WV 25305, or fax to 304-558-6026
Travel Manager Signature:	Date:
Credit Limit Requested:	
Agency/Department ID:	



# State of West Virginia

Department Name:					
Assigned Contact Per	rson:	Pho	ne:		
Billing Address:					
sub-accounts to make	your statements easier	ecount, but you may have an u to audit and voucher for paym ional sheets if necessary.			
MASTER ACCOUN Agency/Department	NT NAME: ID:		21 (\$ 4)		
b-Account Name	New, Change, Deletion	Authorized Name(s)	Authorized Phone	TMS US ONLY	
			i I		
Managers/Supervisor	Signature:		e:		

Fax approved application to: 1-304-295-3451

## 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.	ing the date of this certification; or,	resided continuously in West Virginia for four (4) years immediately preced-
	Bidder is a partnership, association or corporat business continuously in West Virginia for four ownership interest of Bidder is held by another maintained its headquarters or principal place preceding the date of this certification; or.	ion resident vendor and has maintained its headquarters or principal place of (4) years immediately preceding the date of this certification; or 80% of the individual, partnership, association or corporation resident vendor who has e of business continuously in West Virginia for four (4) years immediately fillate or subsidiary which employs a minimum of one hundred state residents
	years immediately preceding the date of this c	principal place of business within West Virginia continuously for the four (4) ertification; or,
2.	Application is made for 2.5% resident venu Bidder is a resident vendor who certifies that, working on the project being bid are residents of immediately preceding submission of this bid;	during the life of the contract, on average at least 75% of the employees
3.	minimum of one hundred state residents who	inimum of one hundred state residents or is a nonresident vendor with an dquarters or principal place of business within West Virginia employing a certifies that, during the life of the contract, on average at least 75% of the series are residents of West Virginia who have regided to the state.
4. _ <u>X</u> .	Application is made for 5% resident vendo Bidder meets either the requirement of both su	r preference for the reason checked: bdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5,	Application is made for 3.5% resident vend Bidder is an individual resident vendor who is a ve	for preference who is a veteran for the reason checked: reteran of the United States armed forces, the reserves or the National Guard y for the four years immediately preceding the date on which the bid is
6.	purposes of producing or distributing the commonlinuously over the entire term of the project	for preference who is a voteran for the reason checked: the United States armed forces, the reserves or the National Guard, if, for odilies or completing the project which is the subject of the vendor's bid and to on average at least seventy-five percent of the vendor's employees are the state continuously for the two immediately preceding years.
	Application is made for preference as a no dance with West Virginia Code 85A-3-59 and	on-resident small, women, and minority owned business in account
Bidder u requiren against s	inderstands if the Secretary of Revenue determ nents for such preference, the Secretary may or	nines that a Bidder receiving preference has falled to continue to meet the der the Director of Purchasing to; (a) reject the bid; or (b) assess a penalty so bid amount and that such penalty will be paid to the contracting agency purchase order.
lhe requi		ose any reasonably requested information to the Purchasing Division and Director of Purchasing appropriate information verifying that Bidder has paid tion does not contain the amounts of taxes paid nor any other information
	was near respects, and that it a constant	nia Code, §61-5-3), Bidder hereby certifies that this certificate is true is issued to Bidder and if anything contained within this certificate il notify the Purchasing Division in withing immediately.
Bidder:_	UNITED BANK, INC.	Signed: Smith
Date:	2/27/13	Title: Vice President

RFQ No.	TCARD13	
DECEMBE.		

### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

### **DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE: Vendor's Name: Authorized Signature: \_ Date: \_\_\_ West Virginia State of Wood County of $_{20}$ 13 Taken, subscribed, and sworn to before me this 27 day of February My Commission expires October 20 ≟, 20 13. **AFFIX SEAL HERE NOTARY PUBLIC** Purchasing Affidavit (Revised 07/01/2012)



OFFICIAL SEAL
HOTARY PUBLIC
STATE OF VEST VIRGINIA
KAREN INGHRAM
United Bank
514 Market Street
Parkersburg, WY 26101
My Commission Expires Oct. 20, 2013

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: TCARDI3

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)

[ x	[ ]	Addendum No. I	ſ	]	Addendum No. 6
Į X	: )	Addendum No. 2	ſ	]	Addendum No. 7
[	]	Addendum No. 3	[	J	Addendum No. 8
ſ	]	Addendum No. 4	[	]	Addendum No. 9
[	}	Addendum No. 5	[	]	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.

Onited BANK, INC.

Company

Authorized Signature

2/28/13

Date

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

Revised 6/15/2012