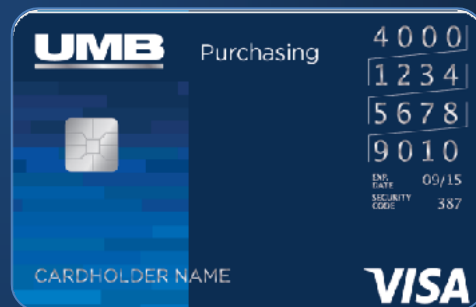


Procurement Card Services



Request for Proposal
RFP # 3120000975

Prepared for
State of Mississippi

February 6, 2017

Submitted by



UMB Bank, n.a.
1010 Grand Blvd.
Kansas City, Missouri 64106

Appendix A – Request for Proposals Form

Proposal Opening Date: February 6, 2017 as amended by Addendum No. 1

Proposal Opening Time: 2:00 p.m. Central Time

Acknowledgement of Addenda (if applicable): Addendum No. 1 received

Legal Name of Firm, Company or Corporation: UMB Financial Corporation dba UMB BANK, N.A.

Mailing Address 1010 Grand Boulevard Kansas City, MO 64106 USA

Telephone	Street	City	State	Zip	Country
(816) 860-7000			Fax	(816) 843-2485	

Toll Free Phone Number 1-800-821-5184 **Toll Free Fax Number** n/a

Contact Person Ron Sager **Title** Senior Vice President

Contact Number (816) 843-2261 **E-Mail** Ron.Sager@umb.com

Company Web Site www.umb.com

If you are not bidding, place an "x" in the box below and return this page only.

☐ WE ARE UNABLE TO BID AT THIS TIME.

In the event the contact for the bidding process is different from above, indicate contact information below.

Bidding Process Contact Name _____ **Title** _____

Mailing Address

Toll Free Phone Number	Street	City	State	Zip
Local			Fax	

E-Mail: _____

By my signature below, I hereby represent that I am authorized to sign on behalf of the company stated above and do bind the offeror/company to the provisions of the attached proposal. The undersigned agrees to perform the specified professional services in accordance with the provisions set forth in the Request for Proposals. The undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and the Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract and indicates acceptance of the contract form the State has provided without substantive revisions or understands that requesting revisions may deem the proposal nonresponsive, in the sole discretion of the State.

February 6, 2017

Authorized Signature _____

Date _____

Title Page



The undersigned and bona fide employees of UMB Bank have developed this response to State of Mississippi Request for Proposal #3120000975 on behalf of UMB Financial Corporation/ d.b.a. UMB Bank who proposes and agrees to provide services in compliance with the terms, specifications and conditions at the prices proposed within response. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company name	UMB Financial Corporation
	<u>d.b.a. UMB BANK, N.A – Commercial Payments</u>
Address	1010 Grand Boulevard
City/State/Zip	Kansas City, MO 64106
Telephone No.	816/843-2261
Fax No.	816/843-2485
Primary contact	Ron Sager
Email address	Ron.Sager@umb.com
Position with company	SVP-Commercial Card Account Executive
Authorized signature	

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February 6, 2017



Executive Summary

Thank you for the opportunity to provide a proposal for the State of Mississippi Procurement Card Services program on behalf of itself, other governing authorities, made available through The State of Mississippi. UMB is eager to work with the State and the other governing authorities by providing a purchasing card solution, travel card services, declining balance purchasing card services and an efficient ePayables program.

UMB offers competitive products, experience and customer service that meet and exceed the requirements and goals of the program. We look forward to describing in this proposal how we can provide a high-quality card payment solution that delivers flexibility and innovation, while helping program users streamline payments systems and improve operational efficiency.

Understanding your needs

Understanding the requests of our clients is our top priority so we can build and maintain a tailored card payment solution that meets the needs of each entire organization. While UMB and the State of Mississippi have a history of working together, we believe it's important as strategic partners to regularly assess programs and processes to ensure they remain relevant, innovative and efficient. We've written our proposal with your needs in mind. Additional nuances and details can be relayed through conversations to further develop our offering.

We understand the desired needs:

- A purchasing card product that can meet the daily volume use of its employees and divisions of the State of Mississippi, the participating Agencies, and the participating governing authorities.
- Flexible, tiered card reporting options, data exchange and web based administration
- A declining balance purchasing card program that can be tailored to fit a wide variety of needs
- A travel card and account program that provides a versatile solution for the payment of travel related expenses
- ePayables implementation to streamline payment processes
- A rebate program that can be leveraged at each participating organization level to offset expenses

The UMB advantage

UMB can deliver the purchasing and travel card products that participants need, with a program that facilitates the payment of expenses and provides for the monitoring and reconciliation of transactions to meet the needs of member employees and the card volume—thus streamlining program administration.

UMB can offer the State and program participants the benefit of continuing to build upon a 20+ year history that has a record of success. UMB proposes to build on this record and will continue to build a strong program based on new technologies, new card uses, new monitoring tools, aggressive optimization tools and overall awareness of the efficiencies of the programs. UMB plans to continue to assist in this trend by both continuing our focus on a program that is built based on best practices, growth of the

traditional card program, and enhanced ability to monitor the program risks and results. UMB recommends that we also begin to evaluate with the State and participants whether to implement an ePayables program to potentially drive a significant amount of check spend to card.

For your tiered card reporting and flexibility needs, UMB's technology solutions can maximize control and minimize risk with specialized reporting options and real-time administration that allows program managers to set credit limits, assign individual cards, adjust for short-term purchasing needs and closely monitor spend day-to-day.

With advanced exception reporting and audit tools, another layer of protection and control has been added for the State of Mississippi card program. Improved compliance monitoring means that your agencies and governing authorities can run at the most efficient level possible. With Visa IntelliLink Compliance Management, an intuitive, web-based information-services application you gain easy, convenient access to information that can improve misuse detection, evaluate usage for policy management, and management of exceptions if they occur.

UMB's ePayables program is an efficient payment system that reduces payment timelines without the loss of float, provides enhanced control and payment timing adjustments, and improves reconciliation at the enterprise-level. UMB also leverages the Visa Supplier Enablement Services team, which assists with the onboarding of the vendors to ensure they are successfully enrolled in the ePayables program. These benefits, along with additional features, deliver a quality of care that streamlines payment processes.

Additionally, the UMB card team, with more than 100 years of combined card program experience, will continuously analyze the efficacy and operation of the UMB payment solution set for the program. This highly-interactive and personal attention will ensure your organization's program remains relevant and adaptive to changing requirements.

The right tools for the job

UMB card program proposal includes the following benefits:

- Ease of Use: Easily-administered program with online management tools and cardholder training implemented at all levels of the organization
- Comprehensive: A comprehensive, yet user-friendly, cardholder platform to maximize program adherence and compliance while providing custom reporting
- Competitive: A competitive rebate program based on all qualified sales.
- Secure: Full range of fraud prevention and usage monitoring measures to control program abuse or misuse
- Committed: A dedicated team focused on continuous program improvement and overall satisfaction who ensure program goals are achieved, and make recommendations for further program enhancement rooted in industry best practices
- Strategic: Our strategic partnership will deliver a successful card program through our unique understanding of the participant's needs as well as our more than 20 years' experience in the government sector.

- Technology solutions: UMB offers a suite of web-based program management solutions. We understand all programs have unique business needs and this solution set allows us to tailor the card program to your custom requirements. Technology advantages range from easy to access online statements, self-administration systems for card management, analysis tools to manage risk and monitor program usage and performance, reporting, and cardholder compliance systems, all with online access to 25 months of transaction history. Solutions can be tailored to allow you to fully integrate transaction reporting and payables solutions directly to general ledger or accounts payable systems.

Enduring quality

Our success is based upon collaboration and integration with our customers, and focuses on product innovation and process improvement. UMB's commercial card business is reflective of almost 50 percent public sector clients, and we have provided innovative card programs to some of the largest and most respected state and local government entities for more than 20 years. Our commitment to the public sector has been a hallmark of our business since the inception of our card solutions segment and remains at the core of our future.

Over time, we have developed the expertise to establish new programs, produce new solutions, and convert and expand programs by employing a client-centric, consultative approach. UMB Bank's proposal offers a flexible solution that continues to build on the experience we have gained as a provider of high-quality card programs in the government sector. For more than a century, UMB has provided enduring quality through its varied services and suite of solutions. We are familiar many programs and use volume, and moving into the next generation for card programs, we look forward to forming the existing program to include ePayables and continuing to provide personal attention and a custom program.

Summary thoughts on The Unparalleled experience - by UMB:

UMB is an Experienced Program Partner

- UMB is one of the original issuers of bankcards-since 1969
- UMB processed nearly \$2 billion in commercial card volume in 2016.
- One of the first banks experienced in issuing government Purchasing and Travel Card programs since 1995 when UMB began a partnership with a State government.

Program Management and Control

- Choices for program design, billing and payment tools and payment convenience.
- Comprehensive on-line account management and reporting solutions.

Program Risk and Fraud/Abuse/Misuse Monitoring

- Real time neural technology to prevent fraud.
- Program construction and monitoring systems in alignment with the policies and procedures.

Global Program Acceptance

- Visa branded cards provide industry leading global acceptance.

Relationship Management

- Comprehensive implementation and relationship management team.
- Executive leadership support and commitment to program success.
- Cardholder training is provided at all levels and throughout all programs.
- Employing a project management team to understand program requirements and create significant program milestones to ensure implementation and on-going program satisfaction
- Demonstrating accessibility to assigned representatives and leadership, flexibility and nimbleness with extended call center after hours.

UMB Bank is pleased to present a comprehensive proposal for the next generation Procurement Card Program in the State of Mississippi consisting of a Purchasing Card Program, Travel Card component, Declining Balance accounts and ePayables Program services for the State, the Agencies, the Universities and the governing authorities. UMB Bank's proposal offers a flexible solution that continues to build on the experience we have gained as the current provider for the State of Mississippi, and other governmental entities including States, school districts, higher learning institutions and governing authorities. UMB proposes that together we can use our combined experience to continue to build a very successful program that is streamlined and has an efficient structure to meet the State's immediate and long term needs.



Section I - General Information

Section II - Conditions of Solicitation

UMB Bank has received and reviewed the requirements of the State of Mississippi RFP# 3120000975 and Addendum 1 for the Mississippi Procurement Card Service. UMB fully understands and agrees to the General Information and Conditions of Solicitation to the extent possible.

UMB Bank offers to support the State of Mississippi and governing authorities with a highly specialized Commercial Bankcard Service Team to support a wide variety of products to fit each of participants needs. UMB offers considerable experience issuing both startup and optimized card programs for government which currently includes five active State programs, and many City, County, Public School Districts and Institutions of Higher Education. UMB has focused the efforts of its staff on the client to ensure all clients have a best practice card solution, and is engaged for the State of Mississippi by a motivated client care team.

UMB Bank shall provide reasonable technical and legal cooperation in regard to the activities under this agreement without additional charges. UMB Bank understands the general information presented in all Sections and agrees with all requirements/conditions listed, except that any noted exceptions to the requirements of the RFP are defined to the extent possible.

UMB Bank's responses in the Proposal will remain valid for at least one hundred and fifty (150) days subsequent to the February 6, 2017 deadline for submitting proposals and thereafter in accordance with any resulting Contract between the UMB and the State.



Section III – Specifications and Program Parameters

The Office of Purchasing, Travel and Fleet Management reserves the right to request additional support from the contractor in the event that more streamlined oversight is necessary. Examples of additional requests include:

- Requests for additional data to be submitted to the program administrator each month
- Notification of purchases over a certain dollar amount or from a certain vendor

1. Representation

The Office of Purchasing, Travel and Fleet Management will designate a representative who will act as the State's primary contact with the contractor during the course of the contract – also known as the Program Administrator. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur. This representative will also be the state liaison for implementing or initiating change to the program, including new authorization strategies, trials and pilots, new techniques or uses for the program. The assigned representative will communicate to contractor on behalf of procurement card users from state agencies and governing authorities.

Additionally, some participating entities will have delegated authority to their individual administrators which will allow them to serve all primary functions of the Program Administrator with respect to their individual entity.

UMB understands and agrees to provide outstanding communication support for handling account issues, modifications and profiles, and will provide exception information for approved Statewide administrators, delegated authorities, Agency administrators and governing authorities as necessary. All modifications, additions, and deletions are handled within the parameters of the overall Mississippi procurement card program.

2. Account Types

All Accounts are to be made visible to those persons with the State of Mississippi Program Administrator Access. Overall transaction and credit limits may vary from card to card, agency to agency.

- Regular procurement cards - Carded accounts for purchases of commodities and some services (transaction limits of up to \$5,000); Agencies may also require multiple strategies (i.e. transaction limits) within their organization. Cards can either be assigned to an individual or to a department/agency that multiple employees can utilize. Transaction limits start at \$100. At this time all cards are limited to \$5,000 per transaction; however, the State may delegate authority to some participating entities to authorize larger transactions.
- Travel cards – Carded accounts for purchases of all travel related expenses such as

airfare, hotel fees, transportation fees – rental vehicles, toll fees, taxi fare, fuel for rental vehicles, etc. Cards can either be assigned to an individual or to a department/agency that multiple employees can utilize. Travel Cardless Accounts – These accounts will have the same parameters as regular carded travel cards but these accounts will not have a tangible, plastic card. All information for cardless accounts will be transferred to the appropriate parties via encrypted/protected email. Cards can be either be assigned to an individual or to a department/agency that multiple employees can utilize.

- Declining Balance Cards – issued to approved agencies with a set dollar amount that declines over time. Cards are not renewed from year to year. Cards will be reissued every year with a new account number.

All Procurement and Travel cards are to be EMV chip protected.

Features and benefits of Procurement Cards and Accounts

Summary of features and benefits

- Flexible payment - A variety of billing and payment options are available, including centralized billing with memo statements, both online and by paper.
- Spending control – Versatile and unique controls can designate restricted card use for specific types of merchants or suppliers, or establish spending limits for specific timeframes as assigned by the State.
- Spending limits – The State can set purchase and transaction limits by department or division, or for individual employees.
- Program management tools – Track, reconcile and manage employee expenses for commodities and services, project management, and departmental expenses with web based technology solutions.

UMB makes on-line account self-administration and maintenance capabilities available to the State for agency and governing authority account maintenance and University level coordinators through the In Command Account Maintenance Tool. All account maintenance should be requested by the authorized State, Agency or University program administrator via the In Command online account maintenance website or by telephone, in writing or email directly to the UMB Client Advisor or account manager. In Command is a powerful web-based tool that provides real time, secure, online access to the card processing system. Purchase controls are flexible and can be assigned per cardholder or account, agency, or for the entire program issued to the State.

- The State shall have the ability to identify multiple MCC groups. Presently there are 12 standard MCC groups that cardholders can be assigned to. UMB does allow the State to utilize pre-defined MCC groups to develop strategies or fully customized controls can be developed depending on the needs of each cardholder or department.
- UMB has the ability to include and exclude specific MCC on accounts through the use of Authorization Strategies. Authorization Strategies are profiles that are assigned to individual accounts and are used to define all of the allowed spending behaviors for the accounts attached to each profile. Each strategy is primarily defined as a listing of MCC that are allowed or disallowed for that strategy. These MCC allowances can cover specific MCC values or a broad range of MCC's. Attached to each MCC allowance,

further merchant controls can be attached such as restricting usage to specific country codes or even merchant zip codes. Each MCC allowance can also include spending limits such as a single transaction limit, daily spending limits, and velocity limits (authorizations per day or per month). These spending limits may vary across MCC ranges within the same authorization strategy allowing cardholders to have different limits in place for different types of merchants.

- UMB will build and maintain the definitions of the Authorization Strategies, but these definitions will be set up based upon the specifications required by the State. All Authorization Strategies are defined by four character alphanumeric codes (such as MS01) and UMB will provide these codes with their definitions to program administrators. UMB will also modify these definitions upon request from the program administrators. Changes to the definitions of the Authorization Strategies require an overnight system update before the changes take effect in production.
- All cash advances are prohibited upon request. UMB can block all cash and cash-like access to the card program. A PIN for ATM cash can be provided to a cardholder at the request of the State. PINs are not necessary for EMV based transactions.
- If there is ever an exception to any present usage rule, UMB can accommodate by developing a temporary override strategy for overridden transactions or cash advances.
- UMB requires that a dollar limit (monthly credit line, transaction, and optionally per day) be assigned to every account. Each account can be assigned to a different limit based on the needs of the cardholder. Number of transactions can be limited at the account level as required. For accounts that have a plastic issued, the maximum recommended credit limit possible is \$50,000 unless prior arrangements are made. This limitation is in place for security reasons in case the card is lost. Limits greater than \$50,000 can be put in place on a temporary basis in some situations. For accounts that do not have a plastic issued, often referred to as ghost accounts, UMB does not restrict the amount of the limit. For example, an account without cards can be utilized to purchase computers and computer software may have a limit of \$500,000 or even greater in order to accommodate the volume of purchases for this type of product. UMB promotes the use of these types of accounts as a best practice to drive volume in a secure manner.
- Unique transactions limits per card can be developed. UMB allows for transaction limits to be set at the account level. The State can have as many transaction limit options as necessary; however, the transaction limit is a component of the account Authorization Strategy which also contains the vendor merchant category codes (MCC) used to restrict certain types of vendors. It is a best practice to limit the number of authorization strategies in order to help avoid confusion with maintaining the strategies. This needs to be kept in mind when determining the design of the strategies during implementation.

Features and benefits of Travel Cards and Accounts

Convenient for employees, good for business

With the Visa Travel cards and accounts, you can monitor costs for travel and entertainment, consolidate spending information, streamline expense reporting, monitor employee spending for policy compliance and analyze preferred vendors.

Summary of features and benefits

- Immediate travel fund availability and flexibility on activation procedures
- Fund and expenditure reporting
- Visa branded for wide acceptance at the point of sale
- Flexible purchase restrictions such as Merchant Category Codes (MCC) controls
- High levels of control (i.e. more spending limit options)
- Option to issue as a personalized, non-personalized card, or non-carded accounts
- Cardholder can access bank's website to view balance and transaction history

- Secure/encrypted email used when account information is communicated
- A variety of other travel related benefits and flexible options:

When travel expenditures are paid with a qualifying Business Procurement Card, Business Travel Account or Business Travel Card, many important travel benefits will assist your traveling employees, such as:

- \$500,000 Common Carrier Travel Accident Insurance – Provides Flight Accident and/or Common Carrier Accident Insurance and pays the employee beneficiary or the estate a lump sum benefit (e.g., \$500,000) when an common carrier ticketed travel accident results in the traveling employee's death
- Emergency card, cash, or ticket replacement
- Primary Coverage Auto Rental Collision Damage Waiver

Collision Damage Waiver coverage protects the State against liability for auto rental collision and theft - State of Mississippi purchasing and business travel cardholders and cardless travel accounts receive Auto Rental Collision Damage Waiver coverage for damage due to approved business related rental vehicle. Receive auto rental coverage for damage due to collision or theft subject to the program rules and limitations. To activate the coverage, complete the entire rental transaction with your eligible Visa card and decline the rental company's collision damage waiver (CDW) coverage if offered by the auto rental company.

Features and benefits of Declining Balance Cards

To further expand the benefits of the State of Mississippi Visa Purchasing card program, a State agency, University or governing authority can optionally implement declining balance cards.

A Best Practice Tool:

A purchasing card program provides a number of cost-avoidance measures that produce substantial savings for the State. The program has reduced administrative costs by eliminating the manual processes associated with issuing paper checks and vouchers for small dollar transactions. These features also fit well for the funding of specifically budgeted expenditures by using declining balance cards. A declining balance card, like a traditional purchasing card, is controlled at the account level to the amounts and the types of vendor purchases that are customary for the buyer. The primary difference for the declining balance card is that the monetary limits are set for a specific time period and expire when fully decremented or the time period expires and it is not refreshed. The declining balance card has a set amount of open to buy placed onto the card and the cardholder cannot spend more than the amount that has been pre-designated or more than the credit limit that has been set to the card. Both the traditional purchasing cards and declining balance cards will reduce administrative costs and inefficiencies associated with paper work and support savings by reducing the paper based methodology. These card products also provide financial flexibility and security, as well as offering a safe and excellent alternative to cash, paper checks and vouchers (eliminating the risk of lost or stolen checks) and electronic fund transfers.

With a declining balance card, the State does not have to pre-pay the amount on the card in advance since it works like a traditional centrally billed charge card, allowing for greater oversight and control versus a stored value card where all funds loaded to the card are available for spend.

The declining balance cards can have a single value (special appropriation cards) and are loaded with a specified amount that is funded to the card based on an annual budget allocation. There are many levels of purchase control that can be granted to program coordinators through the UMB's authorization controls in order to solve unique business functions or expenses.

Summary of features and benefits

- Immediate fund availability and flexibility on activation procedures
- Fund and expenditure reporting
- Visa branded for wide acceptance at the point of sale
- Purchase restrictions such as Merchant Category Codes (MCC) controls
- High levels of control (i.e. more spending limit options)
- Option to issue as a personalized or a non-personalized card
- Cardholder can access bank's website to view balance and transaction history
- A variety of other benefits and flexible options
- High level of potential control as well as one-time use options or planned frequency refreshes or for a specific time period

Other possibilities include using these types of cards in emergency situations, grants funding, and reimbursement to employees for out of pocket expenses, uniform allowances, and relocation payments. There are many possibilities.

Plastic cards will not be required to have the name of the cardholder but should be signed upon receipt.

There is an ability to download statement data into excel directly from website, with accounts that have large number of transactions.

There is an ability to run user reports from into a comprehensive report (i.e. Cardholder name, strategy, credit limit etc.)

There is an ability to manage separate credit limit overrides and separate strategy overrides.

Summary - Declining Balance Program –Best Practices
<ul style="list-style-type: none"> • Annual spend assigned 12 months portion for the fiscal year
<ul style="list-style-type: none"> • Cards not issued for more than 12 months-all cards expire on 6/30 each year
<ul style="list-style-type: none"> • Accounts close after fiscal year end and not reissued under the same Visa number
<ul style="list-style-type: none"> • Visa numbers are retired at the end of each fiscal year.
<ul style="list-style-type: none"> • New accounts for the new budget year must be re-requested each fiscal year
<ul style="list-style-type: none"> • All transactions are posted at the system level and no manual intervention is required
<ul style="list-style-type: none"> • A web based solution provides data to the cardholders, agency coordinators, and State level program administrators for monitoring spend, and funds availability

Features and benefits of a SET Card Program

Another form of the Declining Balance Card is the Single Event/Travel" (SET) card. This is declining balance Visa purchasing card (BPC) account and has a pre-assigned value which decrements in usable value by each use. For payment of expenses for specific projects, funding sources and infrequent travel, the SET card can potentially save the agency or university both time and money as an enhancement to the existing BPC Purchasing or Travel Card program.

Key notes include:

•**when does a SET card make sense**

SET cards are temporary instant issue BPC cards, and are intended for use as a virtual credit card numbers or disposable cards, and are limited-use credit card numbers associated with your main credit card account. They're designed for agency or university associates who need to access a purchasing card or card number for a limited time for a trip or project, but are concerned about process efficiency and account security.

The program administrator will set safety limits on SET temporary purchasing cards to match the anticipated needs for the accountholder. For example, a temporary credit card number can have a spending limit, be one-use only or expire after a set amount of time. Once deployed, limits cannot be changed and purchase restrictions can be made only by an authorized program administrator.

Other possibilities include using these types of cards in emergency situations, grants funding, and reimbursement to employees for out of pocket expenses, uniform allowances, group travel events, infrequent traveler expenses and relocation payments. There are many possibilities.

•**how the SET card is set up and administered**

- Requests for an inventory of SET cards can be initialized through the client advisor team or the assigned representative.

•**advantages of a SET card**

- Immediate issuance and fund availability with a flexible activation process
- Fund and expenditure reporting
- Visa branded for wide acceptance at the point of sale
- Purchase restrictions such as Merchant Category Codes (MCC) controls
- High levels of control (i.e. more spending limit options)
- Option to instant issue a card
- Cardholder can access bank's website to view balance and transaction history
- A variety of other benefits and flexible options
- High level of potential control as well as one-time use options or planned frequency refreshes or for a specific time period

•**specific guidelines related to a SET card**

- The card inventory is set by fiscal year in sets of 25 cards per unit
- Accounts are opened for "zero dollar value".
- Accounts issued with FIRE as the permanent authorization strategy
- Account values, once set, cannot be changed, reset or altered
- The activation code will be the agency number.
- PIN's can be issued for the program for limited cash access.
- As a part of account activation, the duration of the limit of the account will be set by the program coordinator to begin and end on specific dates and should not be changed, reset or altered
- The appropriate authorization strategy will be assigned by the program coordinator upon issuance to begin and end on specific dates and should not be changed, reset or altered
- Account transactions will post to the individual SET accounts, will generate individual account statements for reconciliation (addressing needs to be determined), and charges will be "rolled" into the Agency or University Master Control account:
- Account transactions can be included in the daily general ledger transaction file and the data prepared for the external systems such as Compliance Auditor and other analysis systems.

Plastic cards will not be required to have the name of the cardholder but should be signed upon receipt.

There is an ability to download statement data into excel directly from website, with accounts that have large number of transactions.

There is an ability to run user reports from into a comprehensive report (i.e. Cardholder name, strategy, credit limit etc.)

There is an ability to manage separate credit limit overrides and separate strategy overrides.

3. Transaction Validation

The Office of Purchasing, Travel and Fleet Management specifies overall program parameters, including the specification and approval of valid strategies for the State of Mississippi small purchase card program. For example, cash advances and entertainment type expenditures are strictly prohibited.

The procurement card coordinators of participating agencies specify how each agency's procurement cards are used, within the parameters of the statewide procurement card program:

- Account Credit Limit - Credit limit assigned to each account, based on usage needs and internal control considerations
- Agency Credit Limit - Credit limit assigned to each control / billing account, based on usage needs and internal control considerations
- Select agencies will be given specific program coordinator access. This access includes but is not limited to:
 - Program Administrator Access (just for their specific agency)
 - The ability to request/set up new accounts, close accounts no longer needed, to put an override strategy in place for declined purchases
 - The ability to increase transaction limits over \$5,000
 - The unlimited access to all cards assigned to their agency
 - The ability to communicate with the contracted financial institution on
 - behalf of their specific agency

UMB offers a system of diverse and flexible controls for validating transactions that can be managed by the State and by the authorized program administrators at the agencies within State guidelines or associates at UMB on behalf of the State. Controls include single transaction limits, monthly limits, Merchant Category Code restrictions and velocity limits. Requests to modify card attributes within an already defined scope can be facilitated by self-administration at the State or agency level through the program administration tool In Command, or by contacting one of the dedicated client advisors, or the client advisor team. Development of new permanent changes/attributes can be initialized by contact to the dedicated client advisors, or one of the account executives assigned to the State of Mississippi program. Depending on the complexity, these changes are usually complete within 24 hours of the request. Any controls established by the authorized State or the Agency coordinators can be temporarily or permanently overridden.

The State of Mississippi has the ability to include and exclude specific MCC on accounts through the use of Authorization Strategies. Authorization Strategies are profiles that are assigned to individual accounts and are used to define all of the allowed spending behaviors for the accounts attached to each profile. Each strategy is primarily defined as a listing of MCC that are allowed or disallowed for that strategy. These MCC allowances can cover specific MCC values or a broad range of MCC's. Attached to each MCC allowance, further merchant controls can be attached such as restricting usage to specific country codes or even merchant zip codes. Each MCC allowance can also include spending limits such as a single transaction limit, daily spending limits, and velocity University limits (authorizations per day or per month). These spending

limits may vary across MCC ranges within the same authorization strategy allowing cardholders to have different limits in place for different types of merchants. All cash advances can be systematically prohibited upon request. UMB can block all cash and cash-like access to the card program at the point of sale.

4. Card Format

The following information shall be placed on the front of the card:

- STATE OF MISSISSIPPI (OR UNIVERSITY NAME)
- FOR OFFICIAL USE ONLY
- Tax-Exempt
- The name of the State agency (or a second line of embossing specified by agency) and the cardholder's name
- The seal of the State of Mississippi –Travel Cards
- A picture of the State Capitol Building for all other procurement cards
- Institutions of higher learning may substitute unique university logos and/or pictures to replace the State Seal/State Capitol Building

The following information shall be placed on the back of the card:

- Contractor's toll free contact number

The vendor should propose a card design to be used for the State of Mississippi small purchase card program purchasing cards which conforms to the requirements above.

UMB understands the requirements and can comply fully.

A unique card design helps identify user as representative of the State of Mississippi agency, governing authority or University. UMB will offer the State program multiple custom card designs featuring digital image card faces. An agency with more than \$1 million in annual volume can optionally develop a unique card design. Artista digital technology allows UMB to print a high resolution digital image on a solid white color background to a full color, high resolution photographic image and place it directly on the front of the procurement card from edge to edge. A card design can be further enhanced with the addition of custom color logos, and other text can be added to help the design uniquely identify the cardholder as conducting official business. Specific phrases such as "For Official Use Only" and "Sales Tax Exempt" are allowed and recommended by UMB. These are free-form data elements and printable subject to Visa rules and regulations and UMB Bank brand guidelines. UMB will offer two lines of embossing on the front of the card, with the first line of embossing displaying the name of the cardholder, and the second (optional) line displaying an agency name, department name, or any other specific phrase designated by the program administrators – such as "Sales Tax Exempt". The name line of embossing can have up to 21 characters and the second line can have up to 16 characters.

All new UMB cards issued are secured by an EMV chip enabled device unless otherwise specified.

Examples of Artista Digital Cards in production for UMB clients:



5. Card Issuance and Program Functionality

The offeror shall be responsible for the embossing and printing of the procurement cards. The offeror will be required to mail all cards issued within five (5) to ten (10) business days or sooner after the offeror receives cardholder account set-up information. Cards will only be mailed to the Office of Purchasing, Travel and Fleet Management or designated location of those participating entities with delegated administrator authority. The proposal must provide detailed information on the proposed card processes including, but not limited to:

- Card generation, paper process/electronic online process

Procedures for New Purchasing Card Requests

A purchasing card account or card can be requested by authorized State or authorized agency coordinators by written or emailed request, or online by using the web based In Command Card Management system.

If the State agency program coordinator initiates a written or emailed request for a new account to the State's dedicated UMB Client Advisor service contact the following information should be provided:

- Cardholder/account name
- Agency/department number
- Billing contact name (Name or person to receive statement)
- Telephone number
- Email address
- Account activation value (usually the last 4 social security digits)
- Statement address
- City / State / Zip
- Account limit
- Consolidated billing or individual billing indicator
- Plastic card account or billing account indicator
- Authorization strategy / MCC specifications
- Business unit reporting hierarchy-(if required)

The request for the new account will be processed within one business day and the card or account information will be delivered to the agency within five to seven working days.

New account requests can also be entered directly online via the web based In Command Card Management system. This tool allows 24/7 access for all maintenance changes and for requesting new accounts with limits up to \$50,000. Amounts over \$50,000 can be requested directly from the UMB client advisor team and may require additional documentation.

The In Command request for the new account will be processed within the same business day and the card or account will appear in the system the following day. The plastic card or account information will be delivered to the agency within three to five working days.

- Restrictions on how many lines or characters that can be embossed on a card

The name line of embossing can have up to 21 characters and the second line can have up to 16 characters.

- Card delivery (time frames) and activation process

The requests for new accounts, lost card replacements, cancellation replacements are processed and cards are delivered to the post office within 2 to 3 business days for mailing. Once new cards are received by the cardholder, activation can be accomplished by telephoning the audio response unit automated activation system at the number shown on the activation sticker on the face of the card. If the cardholder has difficulty activating, they will be referred to a live agent for further validation. If neither the automated or agent activation process is successful, the cardholder will be referred to the program coordinator for further review.

- Card security

The FDR® Falcon™ Strategy System/Defense Edge allows UMB to design fraud detection strategies that use the fraud score in conjunction with other data from the authorization request and the cardholder account history. You can then improve the fraud detection rate and identify the type of fraud that is occurring. Examples of some of the strategies include velocity thresholds, merchant restrictions, and many other high risk spending controls.

The fraud strategy can initiate an automatic action or response to authorizations based on UMB program rules decisions, but decisions often require further investigation and will generate a verification telephone call to the cardholder, coordinator or other individual as specified. Administrators may wish to have a fraud analyst follow up with the customer or check additional variables. The Fraud Detection Work Center provides the means to this additional step.

The process also allows for the State agencies to provide specific instructions for the fraud analyst team to follow when making verification calls. These instructions can be tailored to each agency's requirements.

UMB issues EMV chip cards which are a protection for the program and are not only more secure, they are also simple to use. Chip cards and terminals work together to protect in-store payments. A unique one-time code is generated behind-the-scenes that is needed for the transaction to be approved - a feature that is virtually impossible to replicate in a counterfeit card. This card security feature helps to protect your accounts from fraudulent usage.

- Card cancellation, temporary suspension, card termination and replacement (lost and stolen cards) – including reporting

UMB provides toll-free emergency service 24 hours-a-day, 365 days per year to assist cardholders and program administrators with lost/stolen card reporting, cancellation, temporary suspensions and card terminations. UMB provides 24/7 web access to accounts which is available for accessing accounts, and making cancellations via the self-administration tool InCommand. For agent service the Commercial Card Client Care Team is staffed with specially trained Commercial Account Service representatives are available toll-free Monday through Friday from 7:00 AM to 7:00 PM Central Time and on Saturdays from 8:00 AM to 5:00 PM CST to handle all inquiries and assist your cardholders and coordinators with cancellations and transaction related questions, billings, payments, and disputes

- Card re-issuance (time frame)

The standard reissue cycles of plastics in the program will occur on a monthly review basis and usually on reissue intervals of 24 to 60 months. In the event that an unscheduled reissue as a card compromise replacement, must be made, UMB will coordinate the reissue project with the Statewide and Agency program coordinators.

- **Card reporting and notification process**

Lost or stolen cards should be reported to UMB Bank Card Center security department immediately by calling the toll-free number 24 hours a day, seven days a week by the cardholders or the program administrator. The cardholder should be required to report the loss of the card to the agency program administrator and to anticipate the delivery of a replacement account and card. The account will be closed immediately and a new account number and card will be issued in less than 48 hours and delivered within 5 to 7 business days.

- **Card issuance and expiration time periods**

The initial issuance cycle of new account plastics in the program will be for reissue intervals of 24 to 60 months depending on the card product. Declining balance cards usually expire each 12 months which is tied to a fiscal period or program life cycle. In the event that a major unscheduled issue as a card compromise replacement, must be made, UMB will coordinate the project with the Statewide and Agency program coordinators in an effort to balance the card cycle duration.

- **Addition of new cardholders within an established program**

New carded or non-carded accounts should be requested through the statewide program administrator or authorized delegate agency program administrator. Requests should be entered into the self-administration system InCommand or directly from UMB via a written request to the Client Care team.

- **Fraud, Disputes and Charge backs**

UMB supports multiple methods of handling and resolving disputed transactions. This could include tracking overpaid amounts in a suspense account or issuing temporary credit pending dispute resolution. Disputed charges must be reported by email, fax, or transmitted through In Command within 60 days from the statement date in which the charge was billed.

A disputed charge could be an unidentifiable charge due to fraud, or a charge which is considered a disagreement between the cardholder and the merchant regarding items appearing on the cardholder's monthly statement. UMB shall assist the state agency or governing authority with statement disputes upon the state agency's request. Unidentifiable charges may require replacement of the account involved with and new account number. When a disputed charge occurs, UMB shall complete the following within twenty-four (24) hours of notice from the state agency, governing authority or university. If disputed charges are not completed within twenty-four (24) hours, UMB shall complete the following as soon as possible and within a reasonable period of time:

- Resolve questioned or disputed charges appearing on the statement.
- Credit the state agency's account, pending the resolution of the questioned or disputed item.
- Process refunds for items resolved in the State's favor.

Disputing a charge on a cardholder account is a simple process with that can be initiated by email, written notice, or within the In Command account administration tool. Notification of disputes should be received by UMB Bank within 60 days of the charge appearing on a statement. The dispute is registered by date of contact, a work case is created for the dispute, a temporary credit is issued, and research begins once the case is entered. UMB Bank will provide a Dispute Form that will need to be completed in full by the cardholder and returned to us in order to initiate the dispute. Disputes will typically be resolved within 45 days of notification, however each situation is different and therefore timeframes may also vary. (We are not able to

extend a dispute past 90 days from date of notification). Disputes of transaction billing by a vendor may be emailed or faxed to UMB Bank-Card Center at 816-843-2485, Attention: Commercial Card Services. The temporary credit or chargeback credit will be processed to the cardholder account within 24 hours of notification to the Card Center Commercial Account Service Team. Disputed charges remain credited until conclusion of the inquiry. Sales tax is not a disputable amount. Commercial Account Client Advisors are trained to handle common through complex inquiries immediately when notified. All billing inquiries and disputes should be made in writing and as quickly as possible following billing. If the charge is determined to be valid, the cardholder is notified, the temporary credit will be reversed and the charge will be re-billed to the cardholder account for payment.

- **Billing Statements (Methods of how bills may be received; online, email, mail, etc.)**

UMB will submit an itemized monthly statement for each agency on the date of each month that is acceptable to the State or participating entity. The distribution of the statements is defined by each agency and will be customized to meet each agency's different needs. Statements are available in both paper and electronic formats and on a date that is chosen by the Agency.

UMB recommends that all cardholder account transactions are billed individually based on card account number, and then centrally to one master control account for the agency. When more than one master control account is requested to support internal processes for divisions or sub-agency departments this can be accomplished, however, it is recommended that each agency use only one master control account to help keep payment posting for the agency reconcilable.

Electronic statement notification options are made available to the State. Agencies and cardholders have the option to enroll themselves for the delivery of electronic statements through

CommercialCardCenter.com or In Command with an email notification sent to remind them that the statement is ready. The cardholder then logs into the system using their unique username and password to view and/or print their statement or to save the statement locally as a *.pdf document.

Statements are available both as mailed statement documents, for electronic statement notices, or both.

Accounts or groups of accounts can receive either mailed or electronic or both delivery methods as chosen.

- **Declining Balances**

A declining balance purchasing card program provides a number of cost-avoidance measures that produce substantial savings. The program has reduced administrative costs by using declining balance cards for certain types of purchases eliminating the manual processes associated with issuing paper checks and vouchers for small dollar transactions. These features also fit well for the funding of specifically budgeted expenditures by using declining balance cards. A declining balance card, like a traditional purchasing card, is controlled at the account level to the amounts and the types of vendor purchases that are customary for the buyer. The primary difference for the declining balance card is that the monetary limits are set for a specific time period and expire when fully decremented or the time period expires and it is not refreshed. The declining balance card has a set amount of open to buy placed onto the card and the cardholder cannot spend more than the amount that has been "pre-loaded" or more than the credit limit that has been set to the card. Both the traditional purchasing cards and declining balance cards will reduce administrative costs and inefficiencies associated with paper work and support of the purchasing process. These card products also provide financial flexibility and security, as well as offering a safe and excellent alternative to cash, paper checks and vouchers (eliminating the risk of lost or stolen checks) and electronic fund transfers.

With a declining balance card, the account does not require pre-funding of the amount on the card in advance since it works like a traditional centrally billed charge card, allowing for greater oversight and control versus a stored value card where all funds loaded to the card are available for spend.

The declining balance cards should have a single value (special appropriation cards) which loaded at the beginning of the open period with a specified amount that is funded to the card. Cards are not usually

reused at the end of an issuance period. There are many levels of purchase control that can be granted to program coordinators through the UMB's authorization controls in order to solve unique business functions or expenses.

- **Issuing a card to a new cardholder**

A purchasing card account or card for a new cardholder can be requested by authorized State or authorized agency coordinators by written or emailed request, or online by using the web based In Command Card Management system.

If the State agency program coordinator initiates a written or emailed request for a new account to the State's dedicated UMB Client Advisor service contact the following information should be provided:

- Cardholder/account name
- Agency/department number
- Billing contact name (Name or person to receive statement)
- Telephone number
- Email address
- Account activation value (usually the last 4 social security digits)
- Statement address
- City / State / Zip
- Account limit
- Consolidated billing or individual billing indicator
- Plastic card account or billing account indicator
- Authorization strategy / MCC specifications
- Business unit reporting hierarchy-(if required)

New account requests can also be entered directly online via the web based In Command Card Management system. This tool allows 24/7 access for all maintenance changes and for requesting new accounts with limits up to \$50,000. Amounts over \$50,000 can be requested directly from the UMB client advisor team and may require additional documentation.

The In Command request for the new account will be processed within the same business day and the card or account will appear in the system the following day. The plastic card or account information will be delivered to the agency within three to five working days.

- **Editing hierarchy levels**

UMB utilizes various processes that allow for the configuration of a "Company Unit hierarchy". This is designed to replicate the State's organizational hierarchy. The Company Unit hierarchy can then be used to assign cardholders to specific units, assign unit managers for pulling unit-specific reports, and even pulling State-wide reports summarized by unit.

In addition to the suite of standard reports, Visa IntelliLink Spend Management offers a Data Analysis tool in which program administrators can custom design reports to run on an ad hoc or scheduled basis. The Data Analysis tool will allow administrators to choose the data fields across all available transaction, cardholder/employee, and accounting code data. Output can be saved as xls, xlsx, csv, or txt. Reports can be received at frequencies that meet needs including: daily, weekly, or monthly delivery.

- **Allowing Manager of a specified agency (with no card) to view cards**

In Command enables program administrators, managers, cardholders/non-cardholders and other program stakeholders and users the ability to view transactions, allocate expenses and manage card accounts. In Command's service profiles and viewpoint features do not require the user to be a cardholder and ensures users have the appropriate visibility and edit abilities needed to perform specific functions according to

their roles in the program. UMB will consult with the State during the implementation process to ensure your unique program requirements are reflected in the application's functional entitlements and user permissions.

- **Making Changes Online –Real-time**

UMB provides the State or the agency visibility into account status and transactions through both In Command and Visa IntelliLink Spend Management.

For quick review of specific transactions, the Transactions feature within the In Command on-line card management feature allows for easy filtering capabilities to refine your search for specific transaction details. When adjustments to limits and controls are necessary and appropriate, this tool also allows for real time changes and visibility into real time authorization information for both approved and declined transactions.

- **Setting transaction limits and increasing transaction limits electronically**

UMB makes on-line account self-administration and maintenance capabilities available to the State agency and University level coordinators through the In Command Account Maintenance Tool. Changes to limits and to other authorization controls are real time and can also be made directly through the Client Advisor team. **All account maintenance should be requested by the authorized Agency or University program administrator via the In Command online account maintenance website or by telephone, in writing or email directly to the UMB Client Advisor or account manager.**

- **Increasing monthly limits electronically**

In Command is a powerful web-based tool that provides real time, secure, online access to the card processing system. Changes to account limits can be made to accounts by authorized coordinators in InCommand either temporarily or permanently.

- **Number of transactions per day before the card declines**

In Command is a powerful web-based tool that provides real time, secure, online access to the card processing system and will make it possible to make immediate and real time changes to account controls in the authorization profile of accounts as require, either temporarily or permanently.

- Address Change
- Name Change
- Closing accounts in real-time
- Checking Authorizations against card –Real-time
- Checking Current Status of Card
- Checking Current Balance
- Editing or lifting restrictions on Merchant Category Codes (MCC) or other codes

InCommand is a card maintenance tool that enables commercial card program administrators and cardholders to access their card program and card information in real-time. Administrators and Cardholders can view transactions and see up to 12 months of statements. InCommand enables program administrators to view Program information and update card settings and details in real-time with a direct link to UMB's processing system.

- **Visibility** to Program and card information including summary, status, card limits, balances, past due accounts and transaction data – authorizations as well as declined transactions with reason codes.

- **Access** to build new accounts, suspend or close existing accounts, request replacement cards and change hierarchy positions.
- **Control** to change authorization restrictions, card credit limits either temporarily or permanently
- **Reporting** with account summary information, statements and statement delivery options and current transaction activity
- **Data services** provide activity downloads in Quicken, QuickBooks, and Excel formats
- **Online Payment** with through ACH payment initiation.

Client Profile

This tool is targeted to Commercial clients requiring visibility to transaction information, statements and the ability to make payments online. Program administrators who need to view program and card details, statements and administer accounts will benefit from the streamlined offering InCommand provides.

User Profile Permissions

Users are entitled to perform activities within the online system, such as account maintenance, transaction approvals, and exporting data.

- Tran Profile restricts credit limit changes to beneath \$50,000

View Program and Card Information

InCommand provides real-time visibility to Program and card information through a direct link to the system of record.

- **Summary:** View Program contacts, number of accounts in open and closed status, credit limits, available credit, balance and past due amounts.
- **Company Hierarchy:** View Program hierarchy and average balances.

Administration

InCommand provides real-time access to accounts through a direct link to the system of record.

- **New/Replacement Cards:** Request new cards defining cardholder details such as name, address, phone, activation code, credit limit, authorization restrictions and hierarchy placement.
- **Account Maintenance:** Change authorization restrictions and credit limits (temporarily or permanently) as well as update contact information hierarchy placement.

Transactions and Statements

- **Transaction Access:** Updated daily providing 24/7 online access to transactions
- **Historic data access:** If enrolled for electronic statements a rolling 12 months is housed within the online tool
- **PDF Statement:** Print statement data into PDF

Authorizations

View the current authorizations against an account.

- **Approvals:** View approved authorization amounts, merchants, and date/time details.
- **Declines:** View declined authorization requests, amounts, merchants and date/time details.
- **Decline Reason Codes:** View declined reason codes providing insight into how to override or enforce policy rules as required.

Easy Self-enrollment

UMB sets up Administrators and enables the Program for cardholder self-enrollment using card number, expiration date, and other easily accessible account information.

Reports

There are six different types of reports available with In Command. These reports can be tailored to extract the required data and are available in a number of different formats (pdf, rtf, xls, csv). The reports can be run from the top of the corporate structure, or from a specific structure point. The reports are:

- Cost Allocation Report
- Cost Allocation Summary Report
- Cardholder Activity Report
- Cardholder Transaction Report
- Merchant Spend Report
- Delinquent Cardholders Report

- **Online Reconciliation of transactions**

UMB provides account expense management solutions to many of its client programs and has done so successfully for at least 10 years. Each program is very different in the specific design, complexity and requirements and UMB seeks to engage in an implementation partnership with each entity to support to each of the clients and to develop the unique requirements for its' own successful program.

UMB provides multiple solutions options for reconciling, image storage, transaction approval workflow and for building and transmitting billing data files. The files are available in a number of formats and can be transmitted through secure e-mail, ftp site, secure website access, or an automated distribution can be created. A wide range of user specific information can be attached to each account for billing file purposes. This information can range from simple card account number and cardholder name to accounting code information for reconciliation purposes.

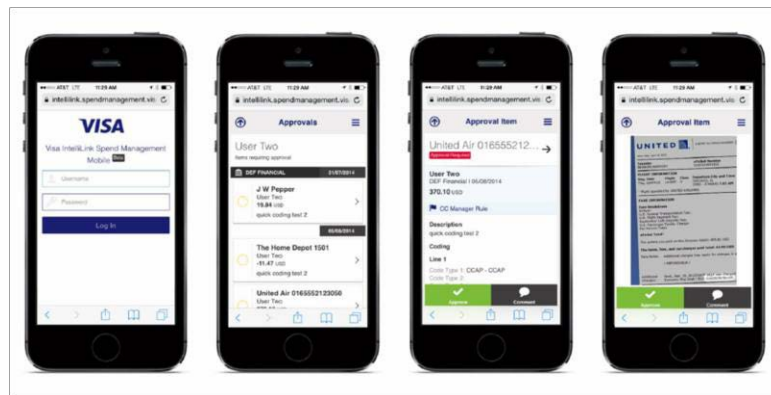
Visa IntelliLink Spend Management is a web-based expense management tool that allows for coding of transactions and for a workflow process for approvals. Once coding and approvals are complete, a file extract can be processed for loading into the member's ERP system. If needed, a custom extract can be built within this tool that would provide the exact format needed by the members to streamline the uploading process. Visa IntelliLink Spend Management account reconciliation exports are transferred through a secure channel within the application for download to your desktop. UMB can also provide Customized Interface Files can be provided directly to end clients or to third party expense and ERP providers to provide powerful insight into card program expenses. (Custom design and build fees may apply.) These are typically transmitted through SFTP with PGP encryption to protect your program and account data.

The Visa Commercial Format (VCF) file is commonly used by organizations to load bulk card transaction

data into an ERP system. This method does allow for some default information to be linked to transactions such as accounting codes. The data provided through the VCF can be received directly by the Members and then mapped into the ERP system. UMB has the technical expertise to assist the Members with the mapping of this file type. UMB is also able to re-format the data on behalf of the Members and deliver the custom format to a secure mailbox for the Members to pick up on a daily, weekly, or monthly basis. (Custom design and build fees may apply depending on Members design requirements.)

UMB will continue to analyze and introduce new card technologies relevant to the statewide p-card program. Examples of planned enhancements include providing cardholders / administrators with the ability to electronically and instantly deactivate / activate cards via a SMART phone app, etc.; providing enhanced and simplified internet purchase capabilities, etc. UMB will continue to work strategically through its' partners to make current card technologies available to the State of Mississippi Agencies, Governing Authorities and Universities.

Visa IntelliLink Spend Management launched a mobile solution that allows administrators to review and approve transactions from an eligible mobile device. In early 2016 the mobile platform was expanded to allow for capture and attach receipt images to transactions or to attach images stored in Image Libraries



6. Contractor's Electronic Operating System

The Contractor shall have and maintain an electronic operating system(s) that would support the State's procurement card program. The system utilized shall be maintained current during the life of the contract including any renewals. Upgrades to the system shall be performed in a manner that provides a transparent implementation or minimizes the impact to the State's program.

UMB and Visa continually gather client feedback and market intelligence to manage the development cycles and to make updates and enhancement recommendations for all applications. This feedback has led to significant upgrades for In Command, Visa IntelliLink, Visa IntelliLink Compliance Auditor and Visa Accounts Payable Automation. The cost allocation module for Visa IntelliLink was recently released with all new workflow and screen design. The card and user management module is currently in development and scheduled for a major system upgrade to be released beginning in the 4th quarter 2017, followed shortly after by an enhanced reporting module. Recent Visa Accounts Payable Automation enhancements helped the processing of invoice payments by introducing a redesigned customized reconciliation file template builder

UMB staffs a dedicated product team for the management of program systems and solutions. The team handles requirements gathering, development, documentation, testing and training for all releases. Systems are typically updated 3 to 4 times a year, depending on the system and scope of the release. Development road maps are monitored 12 months prior to a release for review. 60 days prior to a release, initial notification will be sent. Typically release notes and supporting documentation is available 30 days prior to the release. UMB and the technology partners that support the systems used are subject to frequent updates to meet mandatory operational changes, regulatory revisions, and upgrades and UMB will use its best efforts to have the State of Mississippi program impacted as little as possible by these activities

7. Compatibility with Operating Systems

The State of Mississippi has implemented e-procurement financial management systems. The Contractor must be willing to provide procurement card information and transaction detail to this system in a format compatible with all systems utilized by any state agency/governing authority that is a part of the procurement card program. Those systems include, but are not limited to: any SAP system (including the State's primary ERP system - MAGIC), or Banner, Oracle, or PeopleSoft systems.

Some state agencies have their own financial management systems and the contractor **must** provide downloads, data transmissions, and integration in support of each of these systems. A statement of understanding and willingness to support these types of systems must be included with submission of any contractor's proposal.

The awarded contractor shall be able to provide data downloads of all transactions on cards within each agency in the following file outputs but not limited to: CSV (comma delimited) format and XLS.

The program utilized to manage the State of Mississippi small purchase card program shall allow the program administrator and those individuals with delegated program administrator capabilities to extract/download data **at any given time** so that a report can be generated.

There are no known or anticipated hardware requirements that are unique to integrating data into SAP,

Banner, Oracle, or PeopleSoft systems from UMB solutions, and a variety of data interface options are available depending on the specifications of the program participant.

The interface of data into a participant system can be configured with a minimum of development for mapping depending on how the participant plans to interface data and on the ERP configuration currently in use. An active project team is available at UMB for interacting with a State project team dedicated at the State program or participant level to accomplish a successful interface of card information. Custom programming requirements may be required and will be dependent on the functional process chosen by each participant for importing information into their home ERP system. UMB will use its best efforts to manage the interface without developing a custom extract. If a custom extract is required, the custom development costs may be billable. UMB has previously developed successful data integration solutions for each of SAP, Banner, Oracle, and PeopleSoft systems in other clients and will work with each State program participant to provide successful downloads, data transmissions and integration to these systems.

UMB can provide a full range of information and convenient payment options designed to integrate into front-end procurement and payables processes and systems.

UMB can also deliver enhanced data through standard file formats or through Visa IntelliLink reporting tools. This formatted data can integrate into your back-office expense reporting software, general ledger, and other financial systems. After collecting enriched data such as Level III, airline itinerary, hotel folio, and fleet data, UMB can transmit it through as non-complex as an Excel formatted file or the fully integrated table data loaded Visa Commercial Format (VCF) to meet your business requirements.

UMB is able to provide data downloads of all transactions on cards within each agency in the file outputs: CSV (comma delimited) format and XLS and will use its best abilities to support additional common file format requirements as requested.

UMB reporting tools utilized allow the State of Mississippi allow the program administrator and those individuals with delegated program administrator capabilities to extract/download data so that a report can be generated at any given time. A maximum of 25 months of program history is maintained in a web based system for this purpose. Data older than a previous 25 month rolling history is maintained off line and can be provided upon request by UMB. UMB will provide a monthly Master Transaction File to the State which will allow the State to build its own database for research. Requests for data from UMB that must be retrieved from offline sources of the UMB DataMart will be provided within 10 business days of the receipt of the request.

The data can be downloaded by the following areas:

- All Transactions (a data dump filtered by the date of transaction)
- Merchant Category Group
- Merchant
- Merchant Spend
- Card Spend

Transaction information including the date of the transaction, merchant category code, merchant name, and dollar amount can be provided as an Excel file. The online database makes 25 months of this information available on a web solution. As an Excel file of data, the total of spend by card or by merchant is easily developed. UMB can make the data available for this purpose. When the data described is required on a regular basis, a report template can be developed to access the 25 month history from Visa IntelliLink.

The data download file should be electronic and should include the following information:

- Vendor Name
- Charge Amount
- Accounting String (Fund, Organization, Account, Program, Activity, etc.) minimum 30 characters – each part is 6 characters
- Travel or Equipment Code

- Date transaction processed
- Date transaction occurred
- Merchant Category
- Last 4 digits of Credit Card number
- Merchant Transaction Number
- Agency Name
- Department Name
- Card Holder first name
- Card Holder last name
- Transaction Reference Number
- City of which the transaction occurred
- State of which the transaction occurred

An online reconciliation program should also be integrated with the program management system so that 100% audits can occur on a daily basis that can be managed on a hierarchical level. The reconciliation program should also be compatible with any state agency financial management system in order for a complete payment process to occur online.

UMB provides account expense management solutions to many of its client programs and has done so for at least 10 years. Each program is very different in the specific design and requirements and UMB provides implementation support to each of the clients to develop the unique requirements for its' own successful program. An active project team is available at UMB for interacting with the State project team dedicated at the State program or participant level to accomplish a successful interface of card information.

UMB provides multiple solutions options for reconciling, image storage, approval workflow and for building and transmitting billing data files. The files are available in a number of formats and can be transmitted through secure e-mail, ftp site, secure website access, or an automated distribution can be created. A wide range of user specific information can be attached to each account for billing file purposes. This information can range from simple card account number and cardholder name to accounting code information for reconciliation purposes.

The Visa Commercial Format (VCF) file is commonly used by organizations to load bulk card transaction data into an ERP system. This method does allow for some default information to be linked to transactions such as accounting codes. The data provided through the VCF can be received directly by the Members and then mapped into the ERP system. UMB has the technical expertise to assist the Members with the mapping of this file type. UMB is also able to re-format the data on behalf of the Members and deliver the custom format to a secure mailbox for the Members to pick up on a daily, weekly, or monthly basis. (Custom design and build fees may apply depending on Members design requirements.)

Visa IntelliLink Spend Management is a web-based expense management tool that allows for coding of transactions and a workflow process for approvals. Once coding and approvals are complete, a file extract can be processed for loading into the member's ERP system. If needed, a custom extract can be built within this tool that would provide the exact format needed by the members to streamline the uploading process. UMB can also provide Customized Interface Files can be provided directly to end clients or to third party expense and ERP providers to provide powerful insight into card program expenses. (Custom design and build fees may apply.)

These are typically transmitted through SFTP with PGP encryption to protect your program and account data.

UMB's primary reporting functionality is provided by Visa IntelliLink Spend Management, the online reporting and expense management solution and the InCommand system. These systems encompass a comprehensive suite of real-time, online reporting capabilities that are a part of the standard baseline solution. These reports are interactive and dynamic, with drill-down functionality which will provide a member with access to analyze, review and monitor all aspects of the Purchasing Card program spend.

CommercialCardCenter.com will provide the Members administrators and cardholders' access to view accounts online and retrieve monthly statements. CommercialCardCenter.com access is a self-enrolled service for the individual cardholder to access to their respective statements and information regarding their accounts. Cardholder transaction information can be downloaded into a format for use in spreadsheets. The day following the monthly statement date, an email notification can be sent to the cardholder to notify them that their statement is ready to view with a link to the website. By going to the Statements page within CommercialCardCenter.com website, the cardholder or an administrator can view and/or print their electronic statement which closely resembles the standard paper statement.

Visa IntelliLink Spend Management and InCommand features and key benefits:

- Provides the member with a highly scalable standard suite of on-line reports including areas around payment and settlement, tax management, program compliance, preferred supplier spend, etc.
- Allows the program participant to code and complete expenditures more efficiently with an intuitive user interface.
- Provide the Program participant's Program Administrators the ability to easily manage and monitor the program, allowing them to create and save multiple report templates for their preferred reports.
- Allow the Program Administrators and managers to switch between top level transactions views to detailed transaction views by using the drill-down functionality.
- Provide the Members and cooperative entities with the ability to view and download data reports in real time, heighten the visibility of departments and agency spending patterns and increase visibility and accuracy of data.

8. Program and Transaction Data Reports

Critical to the operation of the State is the ability to obtain required transaction data as well as overall procurement card program information. The offeror will be required to provide versatile and comprehensive reporting capabilities. The State will also be looking for a system that has the most reporting capabilities at all hierarchical program levels and that is deliverable through various media. The proposal must provide detailed descriptions of all on-line query and reporting capabilities including standard and optional reports and any electronic means by which they can be transmitted to the State, including but not limited to:

- Ability to download transactions into excel spreadsheet
- Transaction Detail Report
- Decline Report
- Authorizations Report
- Cardholder Status Report
- Central Reconciliation Report
- Transaction Detail report for cardholder to verify transactions and receipts
- Ability to review reports that show a count of all active cards
- Ability to schedule various reports to run specific days
- Non-Activation Report
- Delinquency Reports
- Customized Reports (if applicable)
- Cardholder Statement (view online and print)

Visa IntelliLink Spend Management further provides a comprehensive set of program reporting solutions, offering flexibility and ease of use to generate the most relevant information for the member, departments and management from a single source or solution. The reporting packages currently offered by our solution are: Personal Reports, Expenditure Reports, Management Reports, Account Management Reports, Transaction Management Reports, and Administration Reports. The details below are general comments about the standard reporting suite relevant to the purchasing card program:

Personal Reports:

Account Details – The Account Details report benefits by providing a user friendly interface that can be accessed online and allows the users to easily view personal details that have been supplied by vendor activity, to Visa through your issuing bank.

Cardholder Statement (view online and print) – Visa IntelliLink Spend Management online reporting and expense management solution will allow the user to view and print their cardholder statements for selected periods of time. Visa IntelliLink Spend Management also provides the ability for the user to export the statement data and print in PDF format.

Expenditure Reports:

Spend – Financial Coding – This report benefits managers and administrators who want to view program spend of their employees across an agency, department, or all transactions coded against a particular code value – for example, a cost center or account code.

Purchase Management Reports:

Suppliers – Top Spend – This report will benefit members by providing a list of the top suppliers employees have transacted with. The report allows a manager to view a listing of the top suppliers sorted by the total billing value for the supplier, number of transactions incurred with the supplier, supplier name or any combination of these options. The report allows the managers to keep track of the most commonly used suppliers and regularly monitor the trends.

Expenditure Analysis – provides a breakdown of the member activity and program spend. This reporting includes information on total spend per month, average spends and transaction counts and can provide data across the entire program. The monitoring of card spend becomes efficient and easier for the managers and administrators.

Individual Account Management Reports:

The member-assigned administrator would utilize reporting tools to monitor and manage the data held within the solution.

Organization Account Search – Visa IntelliLink Spend Management solution allows the Program Administrator to view and manage the account details for all program departments. This includes the limits, controls and unmapped cards residing in the system.

Card & Employee Departures – Visa IntelliLink Spend Management allows the Program Administrators to view and report on cards which are due to expire, as well as anticipated employee departure dates.

Limit Monitoring – The limit monitoring report will allow the Program Administrator to view possible transaction limit infringements made by cardholders within a specified period. This information is determined by looking at individual transactions made by account holders with the same supplier or over a specified time period.

Spending Pattern Exceptions – The spending pattern exceptions report will generate card holder transactions within a user specified period that significantly exceed the card holder's average spend for a given period.

Account Delegation – Visa IntelliLink Spend Management will list all the accounts within the system where the cardholder has delegated coding authority to another employee.

Management Reports:

Suppliers – Employee – This report will allow an employee to search and report on the suppliers they have most frequently used within their agency, against selection criteria. This report can enable an administrator to target, report on, or just find suppliers the employee is particularly interested in. This report will only return results on the suppliers that have been used in the past, or the suppliers used by the particular employee running the report.

Suppliers – City – The Suppliers Company (City) report will allow the program administrator to search and report on the suppliers used within the Members and cooperative entities against selection criteria. This report can be used to target, report on, or just find suppliers the member and or the administrator are interested in. This is a high-level report that covers all employees and suppliers used by the member and their cardholders.

Analysis – Employee – The Analysis by employee report will provide a breakdown of employee spend over a range of months. The report also includes information on total spend per month, average spend and transaction counts and only displays results for those transactions the employee's manager has responsibility for.

Environmental Impact – This report can enable members to evaluate the environmental impact of selected transactions and statements when printed, and shows the potential environmental benefits of using Visa IntelliLink Spend Management, given that it is by nature a paperless technology and business process.

Transaction Management Reports:

Transaction Search – Personal – This will allow an employee to select certain transactions through comprehensive selection criteria. This can be used to target, report on, or just find transactions they are interested in. This report only covers the transactions the employee has made.

Transaction Search – This report will allow the Program Administrators to select certain transactions through comprehensive selection criteria. This can be used to target, report on, or just find transactions the Program Administrator is interested in.

Transaction – Approval – This breaks down all transactions against their current approval status for a specified period. For example, a user can view all transactions that are still awaiting approval or transactions that apply to particular approval rules. This allows managers to clearly differentiate between the approved and the non-approved transactions at a glance. This is a post transaction approval.

Administration Reports:

Cardholder Status Report – The Visa IntelliLink Spend Management solution provides cardholder status reports to both the individual and member administrators and managers. The report will display the credit limit, transaction limit, spend limit, activation date, expiration date, etc. set by the Program participant.

Central Reconciliation Report – Visa IntelliLink Spend Management solution provides reconciliation reporting that enables a user and/or administrator to verify and reconcile all transactions for the member. In addition, we can provide comprehensive reporting to reconcile transactions for statement periods that have been exported and posted to the general ledger vs. transactions that have yet to be verified, approved and exported.

Data Output:

UMB and Visa solutions are customizable to work with most any financial software and systems. Visa delivers more than a full range of convenient payment options designed to integrate into front-end procurement and payables processes and systems: Visa can also deliver enhanced data through standard file formats or through Visa reporting tools (such as Visa IntelliLink). This formatted data can integrate into your back-office expense reporting software, general ledger, and other financial systems. After collecting enriched data such as Level III, airline itinerary, hotel folio, and fleet data, Visa can transmit it through the Visa Commercial Format (VCF) or other widely used formats to meet your business requirements. Visa supports a variety of communication methods to transport data to the specified endpoint within the Company. VCF is an extension of our proven, reliable settlement system technology

Online Statement Options:

UMB Bank will provide all member program cardholders with online access to CommercialCardCenter.com. This website is a 24 hour a day, 7 day a week system to allow cardholders and administrators' access to view accounts online and retrieve statements

The following reports are available on-line and can be viewed through the website and/or saved into several different formats.

Account Management Reports:

A hierarchy structure specifies the user's processing and reporting assignments by ranking order. A processing hierarchy controls how the card system processes transactions for reporting, billing and accounting purposes. The reporting hierarchy for a member can include a multi-level structure to meet the member's unique needs, such as cardholders within departments, special purpose cards, or cardholders can be assigned by business units-Administration, Finance, Buildings and Facilities, or Transportation.

In addition to reporting, account delegation (On-line reconciliation report) the member may assign groups of accounts within the system where the account holder has delegated coding authority to another employee(s). The ability for coordinators to make this delegation will depend on the set up for your program. In some instances it may only be the administrator who has access to do this. You can delegate accounts via the Account Management area of the InCommand or the Visa IntelliLink system.

Account Search:

This report allows you to view and manage the account details of users within your company. A wide range of search criteria allow you to restrict the search by issuer, account status (active, closed, expired or suspended), account mapping (mapped to an employee or not), account activity (whether there are transactions on the account or not), or account limits (i.e., credit, transaction or cash). You can also narrow the search by company unit or a specific employee. Results can be displayed by issuer, company unit, or as a single list of accounts. If you have the applicable administrative rights, you can use the report to map/un-map

accounts, suspend/re-activate accounts, delegate accounts, or delete accounts.

Card & Employee Terminations:

This report allows you to see which cards have expired, or are going to expire, within a specified date range, and/or which employees have left the company, or are going to leave, within a specified date range. (Note: Account termination dates are recorded in the employee's online employee record when their leaving date is known.) If required, you can restrict the search or group the results by company unit. You can also run this report in employee mode, which restricts the search to accounts mapped to an employee, or account mode, which returns accounts based on the account hierarchy used by the issuer (i.e. those accounts linked to a 'parent' billing or control account). Note: The selected mode changes the names of some search fields (for examples, Employee First Name vs. Account Holder First Name, Company Unit vs. Hierarchy Node).

City Pairs:

The City Pairs report allows you to view data about the busiest city-to-city routes traveled by employees. It also allows you to view data about the carriers used the most within your organization. Whichever high-level view you select (city-to-city combination or carrier), you can drill-down to the individual account holder and transaction. Note: Origin and destination codes reflect standard IATA codes as published.

Mode of Travel. This option restricts the search to a particular mode (or modes) of travel.

Origin City Code. This option allows you to restrict the search to trips (transactions) that started in a specific city. You must enter the Program participant's official city code in full.

Destination City Code. This option allows you to restrict the search to trips (transactions) that ended in a specific city. You must enter the official city code in full.

Merchant Category. This option restricts the search to transactions from suppliers belonging to a specific merchant category. To define the merchant category, type its full or partial name. For partial names, use the wildcard character %. For example, if you enter %or, the search could potentially find transactions for suppliers belonging to the Florists or Book Stores merchant categories. You can also define a merchant category by entering its official merchant category code. You can search by multiple merchant categories by typing a range (e.g. 1000-2000) or a delimited list (e.g. 7011^3357^3012).

Carrier Name. This option restricts the search to transactions made with a specific carrier. To define the carrier, type its full or partial name.

Statement Period. This option restricts the search to a particular statement period. To restrict the search by date range instead of period, leave the field blank.

Start Date / End Date. Set a date range for the period you want to review.

Posting Date. This option searches for transactions with a posting date (the date the transaction was lodged at the bank) that falls inside the date range specified in the Start Date / End Date fields.

Transaction Date. This option searches for transactions with a transaction date (the date the purchase was actually made) that falls inside the date range specified in the Start Date / End Date fields.

Search Type. This option searches for data relating to the full trip (i.e., between the origin city and final

destination city), or data relating to each leg of the trip (i.e., between each city-to-city leg travelled).

Summary By. This option controls the level of data displayed on the first (high-level) results screen.

City Pair. First view groups data by city pair combinations, second view groups data by the carriers that traveled between those two cities, third view groups the data by account holder, and the fourth view displays the individual transaction/s.

Carrier. First view groups data by carrier, second view groups the data by the city pair combinations traveled by that carrier, third view groups data by account holder, and the fourth view displays the individual transaction/s.

City Pair and Carrier. First view groups data by carrier and the city pair combinations traveled by that carrier, second view groups data by account holder, and the third view displays the individual transaction/s.

Account Holder Information:

Employee First Name / Employee Last Name. To restrict the search to a particular name, enter the full or partial name in the fields. For example, 'Dan' as a first name would return account holders with names beginning with Dan, such Daniel or Danny. Entering '%Dan' returns names containing Dan, such as Daniel or Brendan.

Employee Defaults

This report lists all your organization's employees and the transaction defaults they have set.

Spending Pattern Exceptions:

This report shows card holder transactions within a user-specified period that significantly exceed the card holder's average spend in that period.

Transaction Limit Monitoring:

This report allows you to see transaction limit infringements made by a card holder or group of card holders). An infringement is determined by looking at a card holder's individual transactions with the same supplier on the same day. It identifies any attempts to circumvent a transaction limit with a supplier by getting the supplier to split a transaction into more than one transaction. The report allows you to display transactions that exceed any limit you define or only those transactions that exceed the limit recorded against the card (the Transaction Limit field is empty).

On-line Account Reconciliation Administration Reports:

Approval Role Delegation

This report shows all the delegations within the system where an approver has delegated their approval authority to another employee. This report is an administration report used to manage your card program. If given the appropriate access rights, this report also allows you to delegate approval roles and remove them.

Audit Tracking:

Visa IntelliLink Spend Management tracks a number of actions carried out by system users. Some actions are tracked by the system by default and others (optional actions) may have been selected for audit tracking when the system was configured. The Audit Tracking report allows an administrator, or auditor, to review the audit history for all enabled actions that have changes recorded against them in the system. (If there is no data for the action, it doesn't display as a selectable option in the report's Audit Area drop-down field.)

Automatic Email Log:

This report enables administrators to see which automatic emails have been sent, to whom and when. The report allows the user to search by a range of criteria, including by individual, email subject, email frequency, email component, and the success (or failure) of the email's delivery. Three report result views are available for selection, and the user can drill-down on displayed items to view more detailed automatic email information.

Extract Reconciliation:

This report is used for companies that use the dynamic extract types Real Time or Drip Feed. This report summarizes transactions based on their extract status and is useful for reconciliation.

Management ReportsAnalysis – Company:

This report allows senior managers to analyze the spending pattern across their entire company. A wide range of search criteria allow you to restrict the search by employee name, management level, company unit, issuer, account status (active, expired or closed), account limits (e.g. credit, transaction or cash), statement period or user-defined date range, financial code or currency. You can display the first screen of high-level results in statistical view, which states the total number of transactions for the period, the average number of transactions per individual, and the percentage of transactions in each stage of the coding and approval process. Alternatively, you can display the first screen of results in period view, which reveals an employee's total spend per month, their average spend across all periods (note: if the account was not active until half way through the selected date range, the average adjusts accordingly), and the total spend for the period across all employees. Certain cells are automatically color coded to reflect when an employee has spent an 'over average' amount for that month. The shading is relative to how far over the average they spent. Selecting a statistic or amount in either view displays all transactions that make up that number.

Analysis – Employee:

This report allows employees to analyze their own spending pattern. If you are a manager, you can also analyze the spending pattern of the employees you manage. A wide range of search criteria allow you to restrict the search by employee name, management level, company unit, issuer, account status (active, expired or closed), account limits (e.g. credit, transaction or cash), statement period or user-defined date range, financial code or currency.

You can display the first screen of high-level results in statistical view, which states the total number of transactions for the period, the average number of transactions per individual, and the percentage of transactions in each stage of the coding and approval process. Alternatively, you can display the first screen of results in period view, which reveals an employee's total spend per month, their average spend across all periods (note: if the account was not active until half way through the selected date range, the average adjusts accordingly), and the total spend for the period across all employees. Certain cells are automatically color coded to reflect when an employee has spent an 'over average' amount for that month. The shading is relative to how far over the average they spent. Selecting a statistic or amount in either view displays all transactions that make up that number.

Analysis - Expense Report:

This report allows users to view transactions that have been linked to an expense report. A wide range of search criteria allow you to restrict the search by employee, company unit, expense report name or number, creation date (transaction or expense report), transaction status, approval status, expense report status (note: closed reports are expired reports), or whether or not the report has been submitted for approval.

Environmental Impact:

This report reveals the environmental benefits of using Visa IntelliLink Spend Management, given it is by nature a paperless business tool. It calculates the typical paper savings for each transaction type when streamlined and automated by Visa IntelliLink Spend Management. Automated purchasing transactions are calculated to save 10 pages each, while travel and entertainment transactions are calculated to save 6 pages. Visa IntelliLink Spend Management also calculates a tree-saving equivalent (1 tree = 11,500 pieces of paper), and works out the number of pages and envelopes saved by using online statements.

Image Report:

This report enables administrators to monitor employee use of the image linking functionality. It provides a top-level summary of image linking at the company level. The administrator can then drill down to view more detailed data in the employee summary view or at the individual employee level. The report displays data on the number of linked images, the number (and percentage) of unlinked images, the total size of the linked images and the value of linked images.

Past Due Report:

This report allows administrators to monitor delinquency on payments for individually billed programs. It provides an administrator with an understanding, at any point in time, which cards have outstanding payments so the appropriate action can be taken. A delinquency status filter allows the administrator to view cardholders that have been past due for one, two, three or more cycles. The report also offers the ability to display past due amounts across three or more cycles.

Suppliers – Company:

This report allows an administrator to view detailed data about the suppliers used within their company. A wide range of search criteria allow you to restrict the search by supplier name, supplier location, merchant group or category, company unit, employee, currency, amount or financial code. You can display the first screen of high-level results by merchant category, merchant group or supplier list. From all views, you can drill down to view the supplier, employee and transaction.

Suppliers – Employee:

This report allows employees to view the suppliers they have personally used. If you are a manager, you can also view the suppliers used by the employees you are responsible for. A wide range of search criteria allow you to restrict the search by supplier name, supplier location, merchant group or category, company unit, currency, amount or financial code. You can display the first screen of high-level results by merchant category, merchant group or supplier list. From all views, you can drill down to view the supplier and transaction.

Suppliers - Top Spend:

This report allows an administrator to see which suppliers the company's employees have transacted with the most. If required, the search can be restricted by company unit, merchant group or category, currency, amount, or financial code. Results can be displayed by the total amount spent with each supplier, the number of transactions with each supplier, or alphabetically by supplier name.

Transaction Management ReportsApproval Status (On-line reconciliation report)

This report breaks down all transactions against their current approval status for a specified period. If you select the Summary - Approver check box on the bottom left of the search window, the returned report will

show an additional column called Unavailable. This column shows the number of transactions and/or statements that require approval, but due to business rules not being passed, are not yet available for the approver to view and action.

Enhanced Data Analysis

This report allows a user to see which transactions exist in the system with enhanced data and which transactions exist without enhanced data. Note: It only returns merchant-related transactions (i.e. purchases or credit vouchers) as other transaction types aren't typically supplied with enhanced data.

Transaction - Enhanced Data

This report allows a user to see which transactions exist in the system with enhanced data (Level II and Level III). A range of search criteria allow you to restrict the search by issuer, date (statement period or user-defined), employee, company unit, currency, amount, enhanced data category and enhanced data type. You can also define what enhanced data categories and types display in the report. You can summarize the first screen of high-level results by enhanced data category, employee or display it as a single list of transactions. From all views, you can drill down to view account holders and transactions.

Transaction - Exceptions

This report displays transactions that are incomplete or in error. This report also allows the administrator, where the system access rights have been granted, to update the coding in the Transaction Details window on behalf of the employee.

Transaction Search - Company

This report allows you to report on any transactions made by employees within your company. A wide range of search criteria allow you to restrict the search by employee, company unit, issuer, date (statement period, user-defined date range, or a common execution range like last week or last month), transaction type, transaction status, the supplier's merchant group or category, currency, amount, Spend Wizard form, the type of enhanced data, or even by how they were coded.

You can display the first screen of high-level results as a single list of transactions, or summarize them by employee, transaction type, coding, or company unit. The Group Results option groups transactions by employee at the transaction-level of the report. In addition, you can opt to exclude payment transactions from the transaction listing and summary views. If you plan to export the report, you are able to customize the name of the output file and its format (e.g. XML, CSV, and OFX).

UMB is offering **Visa IntelliLink Compliance Auditor** as a premium service which is not included as a part of the standard reporting package. The Visa IntelliLink Compliance Auditor tool is for use at the Statewide or University level for overall program review.

Visa IntelliLink Compliance Auditor is a client focused program monitoring application that will help the State manage program risk, data mine and document cardholder usage and to test purchase transactions against policy for possible violations.

Visa IntelliLink Compliance Auditor helps the member manage risk:

- Monitor transactions on Purchasing, and Travel cards
- Detect questionable transactions with an easy-to-use interface
- Document employee misuse and fraud

With Visa IntelliLink Compliance Auditor, the State can gain advantages in three key areas.

Risk Reduction: Continuous monitoring adds an extra layer of protection and control because transactions that don't comply to policies can easily be identified. Non-compliant purchases can be flagged and promptly questioned. In cases of misuse or fraud, you have the documentation to take quick action and mitigate potential losses.

Compliance Enforcement: Besides helping you quickly detect questionable spending, you'll have the advantages of a single online repository for audit information. It can help you ensure that your cardholders comply with policies. Transaction monitoring also helps you get the maximum savings and benefits from your program.

Card Program Optimization: Get more out of your card program with greater transparency, insight and actionable intelligence. Save time and streamline audits with this easy-to-use application.

This powerful software application features six different modules—Administration and five other modules designed to give you a full range of oversight and monitoring capabilities.

Rules: Compare each transaction against set rules to help identify potential out-of-policy spend. You can create custom criteria, and schedule rules to run as you prefer. Questionable transactions are sent to the Audit module for documentation.

Sampling: This module provides the ability to send a random sample of transactions to the Audit module. You can choose between pre-defined sampling and custom sampling based on your own organization's sampling requirements on the more than 25 months of history already available in the Members database.

Predictor: Gain another view of your card program with scoring for every transaction that may help you identify purchases that are more out-of-pattern.

Transaction Search: Easily and quickly find what you need using filters such as date, cardholder, merchant name, MCC, merchant city and purchase amount.

Audit: Document findings from questionable transactions, including attachments and comments. Transactions can be categorized as Valid, Misuses, Abuse or Fraud. Generate a single report that details all actions taken for flagged transactions.

9. Card Acceptance

The intent of the State of Mississippi small purchase card program is to allow State agencies to make purchases easily and economically. Card acceptance at a wide variety of merchants throughout the State of Mississippi and the nation, as well as international transactions, is of utmost importance in maintaining a successful procurement card program.

UMB Bank is proud to offer the State of Mississippi a VISA branded purchasing card account program, accepted at over 30 million vendors worldwide. The VISA brand, the cards and the accounts established for the State and issued by UMB Bank, can be used for transactions in which the card is present, the transaction takes place over the internet, or the transaction is made over-the-phone. The Visa card is accepted at most merchants, major airlines, hotels and restaurants around the world. While no card brand can promise universal acceptance, Visa is the worldwide leader in card acceptance with more accepting merchants

worldwide than any other brand.

Merchant Type	United States - National Count
AIRLINES	48,260
AUTO/VEHICLE DEALERS	70,906
AUTO/VEHICLE EXPENSES	664,514
AUTO/VEHICLE RENTALS	45,968
AUTOMOBILE SERVICES & SUPPLIES	255,046
BUSINESS EXPENSES/SERVICES	214,275
BUSINESS SERVICES	411,356
BUSINESS TO BUSINESS EQPT/FURNITURE	284,411
BUSINESS TO BUSINESS FACILITY/REPAIR	226,201
BUSINESS TO BUSINESS OFFICES SUPPLIES	7,193
BUSINESS TO BUSINESS OTHER SUPPLIES	35,359
BUSINESS TO BUSINESS SERVICES	64,727
CATERERS FOOD	44,774
CLOTHING/SHOES/UNIFORMS	230,817
CLOTHING/UNIFORM SERVICES	74,180
DISCOUNT/MASS/DRUG STORES	96,707
EATING AND DRINKING PLACES	1,481,814
ENTERTAINMENT	223,165
EQUIPMENT AND FURNITURE	167,990
FACILITIES MAINTENANCE	59,458
FACILITIES/REPAIR SERVICES	362,998
FACILITIES/REPAIR SUPPLIES	428,652
FREIGHT/COURIER/WAREHOUSE SVCS	66,551
GOVERNMENT	166,764
HEALTH SERVICES AND SUPPLIES	5,475
HOTELS AND MOTELS	143,691
MEDICAL	600,208
MISCELLANEOUS	588,442
OTHER SUPPLIES	524,265
PROFESSIONAL SERVICES	362,291
RETAIL	930,092
TRANSPORTATION	614,293
UTILITIES	94,206
Total acceptance – United States	9,595,049

10. Training

The Contractor shall be prepared to provide training at various levels during the contract period. This

will include transition training, new cardholder training, training on new system capability, recertification training, fraud training for program oversight, and so forth. Upon notification by an authorized user agency that they will be utilizing the procurement card services contract, the contractor will be expected to make arrangements with that entity to provide training. Transition training shall be provided to agencies who are joining the program immediately no later than April 1, 2017. Training must be tailored to meet the needs of individual agencies. It is anticipated that the larger universities that do not currently participate in the program would join at a later time in order to support proper transition from their current programs.

Contractor will be required to provide training that will meet the specific needs of individual agencies to support implementation of the statewide procurement card program, including training conducted at various locations throughout Mississippi. Topics to be addressed include, but are not limited to, the proper use of the card, the responsibilities of the cardholder, agency, and the Department of Finance and Administration, procedures for setting up accounts, payment process, how to report lost/stolen cards, development of purchase restrictions, understanding billing and management reports, dispute resolution process, how to change account information, and etc.

Each proposal should include information on the type of training materials, the location of training sessions, an estimate of time to budget for the training for each individual, and any other item necessary for training not already mentioned.

The offeror must provide training and any ongoing training for cardholders who utilize any systems offered in the contract. Cardholder training should be developed as a web-based training platform with abilities to create learning modules and testing capabilities.

UMB will be prepared to provide training at various levels during the contract period using a combination of onsite and webinar based services. This will include transition training, new cardholder training, training on new system capability, recertification training, fraud training for program oversight and so forth. Upon notification by an authorized user agency that they will be utilizing the procurement card services contract, UMB will work with the State to make arrangements with that entity to provide training. Training will be tailored to meet the needs of individual agencies. UMB understands the importance of the requirement and will develop training programs for the various levels to fit the unique needs of the individual agencies.

UMB will work to design training that will meet the specific needs of individual agencies to support implementation of the statewide procurement card program, including training conducted at various locations throughout Mississippi when necessary. Topics to be addressed include, but are not limited to, the proper use of the card, the responsibilities of the cardholder, agency and Procurement and Contracts.

UMB understands the importance of requirement and will work with the State and individual agencies to support the card program administrative and policy training requirements and will be available for productive site level training events in strategic locations in Mississippi. As a future enhancement UMB will work with the State to assist the State in developing cardholder training as a web-based training platform with abilities to create learning modules and testing capabilities.

11. Adding New Agencies to the Statewide Procurement Card Program

During the term of the contract it can be anticipated that new participants will be added. For example, the three state universities which are currently operating in separate programs would likely

join this program later than March 1st due to the complexity of their integration.

The addition of new participants throughout the life of the program may also include new governing authorities in the program for the first time which will require audited financial statements to fit into the established program. In addition, it should be anticipated that new accounts will be added within an existing account as well as new cardholders within an account.

All of these needs will be required to be supported in the program structure utilized by the contractor.

UMB understands the requirement and has the ability to add new agencies into the Statewide Procurement Card Program in a timely manner and to insert the new agency into the established State-wide reporting structure in order to provide segregation of the program from the other agencies as well as incorporating the activity into the Statewide program. The methods will support the program administrator in fulfilling state-wide oversight and review of the program for audit, and performance purposes. UMB will assign an Account Executive who will be the responsible for directing the overall relationship implementation and training plan and achievement of the States objectives. The implementation and training plan and services are subject to the determination of needs and final specifications. The implementation of any new products or processes will be supported by an Implementation Specialist who will work with the State to define requirements for the new entity, consult on best practices, and provide project management and training. Once the solution is defined and delivered, the Implementation Specialist in conjunction with the Account Executive will provide training and the additional support required for a successful program launch.

UMB can provide knowledge and experience in the implementation and expansion of the State of Mississippi program. UMB will assist the State in organizing a training process for the agencies as much as needed to make sure the State program staff, administrators, agency trainers and cardholders feel comfortable with the technology and procedures for the card program.

12. Account Maintenance, Organizational Support, and Staffing

Card account support, maintenance and troubleshooting is required on a “24 hours a day, 7 days a week, 365 days a year” basis. This activity will include assistance for reporting lost or stolen cards, account inquiries, disputed transactions, limiting override authorization, and assisting agency procurement card coordinators in changing card attributes, limitations and restrictions, including the mechanism for requesting these changes and the time frames for processing these changes.

There are four individuals assigned to the State of Mississippi relationships with varying direct and indirect responsibilities.

The Commercial Card Client Care Team is staffed with specially trained Commercial Account Service representatives are available toll-free Monday through Friday from 7:00 AM to 8:00 PM CST and on Saturday from 8:00 AM to 5:00 PM to handle all inquiries and assist your cardholders. The Kansas City based UMB Bankcard Center provides toll-free customer service for lost/stolen card reporting, merchant category code changes, credit limit changes, new card requests, billing inquiries and disputes. UMB also provides toll-free emergency service 24 hours-a-day, 365 days per year to assist cardholders with lost/stolen card reporting. 24/7 web access to accounts is available for administrators to ,ale account changes and to access account information and payment history.

The UMB Client Advisor Team is available to program coordinators Monday to Friday from 7:00 am until 6:00 pm CST for program level matters.

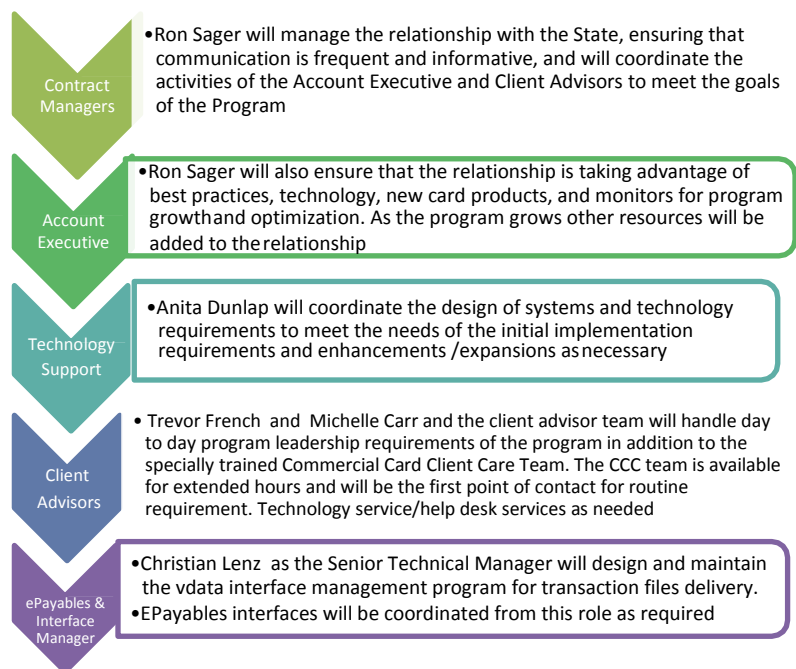
The State assigned UMB Client Advisor representatives of the team will be the primary point of contact for all day to day matters pertaining to the on-going program.

The UMB Account Executives for the State of Mississippi are available daily and also after hours in the case of an emergency.

The State expects a dedicated (i.e., a primary individual or group of individuals) service group or contact person to act as customer service representatives. This service group or person shall be able to work with the State on an ongoing basis to improve and manage the program and shall be able to help facilitate change and resolve problems. While the State understands that turnover occurs, frequent turnover rates of every few months would be unacceptable. It is also expected that the Contractor will provide the availability of dedicated toll free telephone, FAX numbers and e-mail contacts for the account maintenance function and the availability of an electronic account maintenance system.

Commitment of Skilled Representatives

UMB has assigned a team of skilled representatives who will coordinate the ongoing initiatives to grow and to continue the success of the State of Mississippi program. The team will work with the State to develop the periodic review of the program account experience, to check the status of projects the features through the card program manager at the State of Mississippi program. UMB provides direct telephone and email access to these skilled representatives for account maintenance functions in addition to online systems for self-administration by the State.



Ron.Sager@umb.com
816/843-2261
35+ years card experience

Anita.Dunlap@umb.com
816/843-2223
5 + years card experience

Trevor.French@umb.com
Michelle.Carr@umb.com
816/860-1284
10 + years card experience
Client Advisor Team averages over 5 years' experience each member

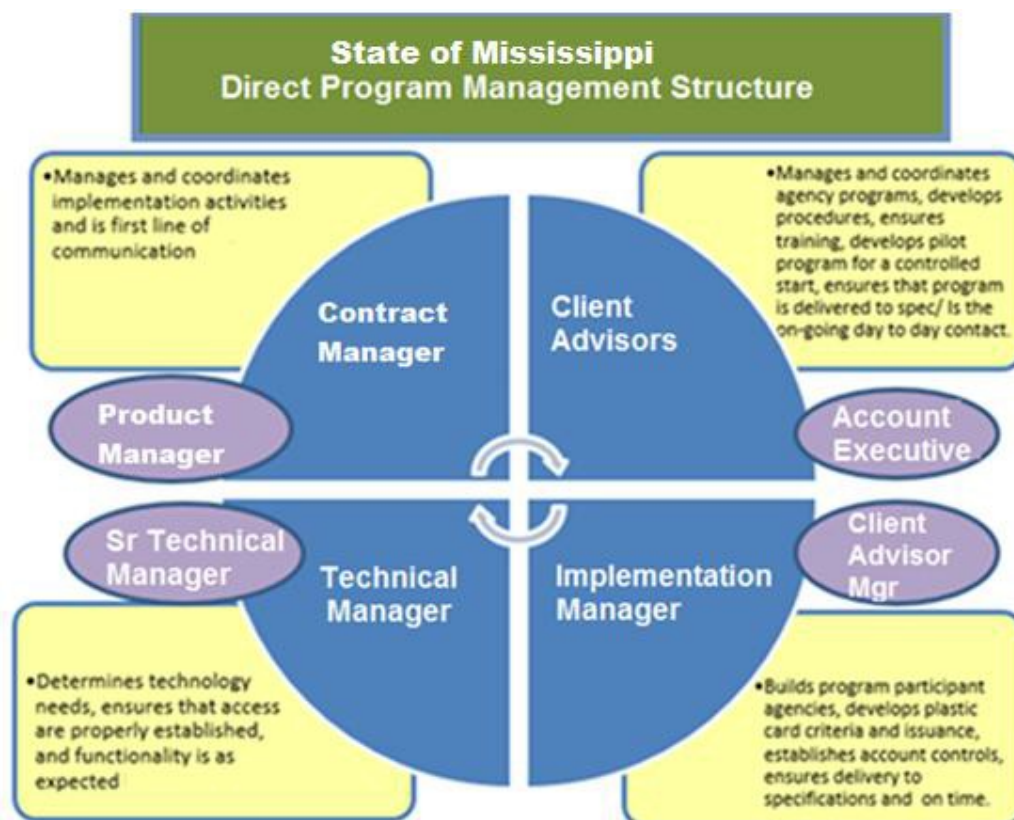
Christian.Lenz@umb.com
816/843-2252
Commercial Card team for 10+ years

An agency's procurement card coordinator is authorized to request account changes from the State Program Administrator or Contractor directly (where authority has been delegated) in order to change individual procurement cards, including credit limits, transaction dollar limits, and number of, account strategy, cardholder name and termination of a card, within the parameters of the overall Mississippi procurement card program. The State of Mississippi small purchase card program administrator or delegated agency administrator shall be able to make any changes to established accounts on the card program and to any new account set ups.

The offeror must provide highly skilled personnel in sufficient number to support the State of Mississippi's Procurement Card Program. In supporting the operation of the Procurement Card Program, the offeror must provide the following information regarding their organizational staffing:

- Identification of the account managers assigned
- Identification of all key support personnel assigned
- A statement indicating the responsibilities each staff member will have while supporting this program

All of the UMB Bank contacts and functions that will be the critical for coordination or administration of the purchasing card program and business travel card program are located at the UMB corporate headquarters located in Kansas City. These individuals are assigned for Mississippi, and are designated to partner with and support the success of the State of Mississippi program.



The Contractor shall communicate with the Office of Purchasing, Travel and Fleet Management when significant problems occur (including fraudulent purchases, delinquent accounts, and disputes).

UMB understands the requirements and will comply fully.

All accounts over 60 days delinquent shall be suspended until the delinquent amount has been paid in full by the agency.

UMB understands the requirements and will comply fully.

The Contractor shall reissue cards no less than 15 days prior to a card's expiration date.

UMB understands the requirements and can comply fully.

13. Disputed Transactions

The Contractor shall support multiple methods of handling and resolving disputed transactions which may include issuing a temporary credit pending dispute resolution.

Disputed charges must be reported by email, fax, or transmitted through In Command within 60 days from the statement date in which the charge was billed. A disputed charge is considered a disagreement between the cardholder and the merchant regarding items appearing on the cardholder's monthly statement or an unidentifiable transaction. UMB shall assist the state agency or program participant with statement disputes upon the agency's request. Unidentifiable charges may require replacement of the account involved with and new account number. When a disputed charge occurs, UMB shall complete the following within twenty-four (24) hours of notice from the state or agency or university. If disputed charges are not completed within twenty-four (24) hours, UMB shall complete the following as soon as possible and within a reasonable period of time:

- Resolve questioned or disputed charges appearing on the statement.
- Credit the state agency's account, pending the resolution of the questioned or disputed item.
- Process refunds for items resolved in the State's favor.

14. Billing/Reporting

Each cardholder shall receive a monthly statement by mail or electronic statement. Each participating entity shall receive a consolidated master billing statement by mail (or electronic statement) and by the online system set in place for administrators to utilize.

The cardholder reviews and verifies the expenditures and forwards the statement and supporting transaction documents to the program coordinator and agency's accounts payable personnel. Each agency then issues payment(s) for all, or part, of the cards within that agency. The Contractor shall support a hierarchy access structure to data and reports. In other words, the Office of Purchasing, Travel and Fleet Management (program administrator) can view and report on all program data, an agency can view and report on only agency data, a sub-agency can only view and report on the sub-agency data.

UMB will submit an itemized monthly statement for each cardholder and agency either by a mailed statement, online retrieval, or both. The distribution of the statements is defined by each agency and will be customized to meet each agency's different needs. Statements are available in both paper and electronic formats and on a date that is acceptable for the Agency.

UMB recommends that all cardholder account transactions are billed individually based on card account number, and then centrally to one master control account for the agency. When more than one master control account is requested to support internal processes for divisions or sub-agency departments this can be accomplished, however, it is recommended that each agency use only one master control account to help keep payment posting for the agency reconcilable. UMB will use its best efforts to support a hierarchy access structure to data and reports as specified and requested by the Office of Purchasing, Travel and Fleet Management.

The Contractor shall be able to report transaction volume and dollars by vendor, by type of vendor, by minority or woman owned businesses, 1099 reportable transactions, sales tax reporting for those transactions that are not tax exempt, etc.

UMB is able to report transaction volume and dollars by Vendor, by type of Vendor, by minority or woman owned business, sales tax reporting for those transactions that are not tax exempt etc.

1099 and MWOBE data is available as an extract file, usually Excel. Visa maintains a thorough database on all Visa accepting vendors. As the State agency or university processes transactions with vendors, these vendors details are made available within Visa IntelliLink Spend Management. This data is available for 25 months. The State agency, governing authority or university can create or receive export reports that contain 1099 and socioeconomic reporting fields on vendors to include information such as:

- Legal Name
- Legal Address
- Tax ID Number
- Dun & Bradstreet Number
- Incorporation Status
- Minority-Owned Status
- Veteran Owned Status
- Woman Owner Small Business
- SBA Participation Indicator
- Sales tax billing information

The Contractor shall make available transaction data for both billed and unbilled transaction data. UMB understands the requirement and can comply fully.

15. Cardholder Information

It is the State's expectation that the contractor shall not sell, distribute or otherwise make available the list of participating agency addresses, or any other information to any person, firm or other entity for any purpose.

UMB does not share information about any account in the program with any unauthorized party. Only the State or authorized agency program coordinators or by an order of court or subpoena shall have access to any account or program data.

16. Contract Succession/Transition

The State expects the contractor to furnish phase-out training to a successor contractor and to exercise its best efforts to effect a cooperative, orderly, and seamless transition to a successor. The contractor would also be expected to provide sufficient and experienced personnel to ensure that the quality of services during the phase out period are not diminished or sacrificed.

The contractor would be expected to provide the State with a complete, current and accurate master copy of all non-proprietary account data in hard copy or other agreed upon medium in a format agreed upon by the State.

The contractor would be expected to settle all transaction disputes within 180 calendar days of the completed transactions.

UMB would cooperate fully with the State of Mississippi in a future event under which a contract initially entered in to as a result of RFP#3120000975 and subsequently was not renewed or was canceled by either the State or UMB. UMB would provide sufficient data and information to the State to provide to a new provider to begin a new program for the State.

17. Migration and Implementation Schedule

Offerors must propose one (1) implementation schedule that addresses all activities necessary to achieve a successful implementation on or around April 1, 2017. The implementation schedule shall include a time line for the various steps required, as well as risk mitigation strategies, to ensure that the implementation stays on schedule. The Office of Purchasing, Travel and Fleet Management will, through the evaluation process, choose the implementation date(s) that it deems to be in the best interest of the State. At its discretion, the State may reduce or extend the transition period. Items to be addressed in the implementation schedule should include but not be limited to:

- Contact information and roles and responsibilities for all Contractor Program Support Staff
- Schedule with dates and locations for program and technology solution training
- Information that will be discussed and estimated hours required
- Agency training methods and training materials
- Agency hierarchy establishment (i.e., Administrators, Coordinators, Liaisons, Reviewers, Cardholders, etc.)
- Billing process flow and associated reports
- Card controls and issuance options
- Card/account set-up
- Card/account production and distribution
- Card/account activation
- Electronic access set-up and testing
- Mapping for interface with the State's accounting system(s)
- Sample instructional guidebooks
- Review of state-specific policies and procedures
- Contractor's Guidelines (Policies and Procedures)
- Costs associated with migrating from one provider to another provider, if applicable.

UMB has provided innovative card programs to both consumers and to some of the largest and most respected state and local government entities for more than 45 years. UMB is a recognized leader in the Commercial Payments industry. Over the years, we have developed the expertise to establish new programs, produce new solutions, and convert and expand programs by employing a client-centric, consultative approach. UMB has made a commitment to the Commercial Payments industry and currently provides a range of services to meet our client's payment needs.

The implementation plan proposed by UMB targets on-going tasks that enhance an already successful program. As the State's current purchasing card and business travel card program provider, UMB can offer the State the benefit of continuing to build upon a 6+ year relationship that is continuing to build a strong program based on new technologies, to develop a relationship with the Universities help to determine if this would be practical, evaluate for new card uses, new monitoring tools, aggressive optimization tools and overall awareness of the efficiencies of the programs. UMB plans to continue to assist the State in this trend by both continuing our focus on growth of the traditional card program, to enhance the State's ability to monitor the program risks and results, as well as to begin to work with the State to consider an ePayables program to potentially drive a significant amount of check spend to card. This will increase both efficiency savings and rebate revenue in order to reach new higher levels of efficiencies and economic impact for the State government and the program participants. The implementation plan below broadly focuses on some of

the tasks that are required to successfully launch the next generation of the State of Mississippi card program with a focus on increased volumes and improved performance.

Building on a Commercial Card Program Foundation – Summary

Using the State of Mississippi BPC Card Program to Deliver Added Benefits

Description of Action Step	Deliverable	Function	Estimated Timeline
<ul style="list-style-type: none"> Analyze current Purchasing and Procure-to-Pay capabilities in the agencies and universities to identify opportunities for process enhancements Define the requirements necessary to cause the University to consider participating in the State program 	<ul style="list-style-type: none"> Cost savings, purchasing process efficiency, program growth, expand rebate funding to State Work with the State to consider implementing a growth strategy and adding ePayables automation program for Mississippi Implement IntelliLink Compliance Manager for Mississippi to improve reporting and audit capabilities 	<ul style="list-style-type: none"> Develop reporting and monitoring to know what, where, and how your cardholders are spending Identify and correct out-of-compliance spending Expand use of card based payments where possible Establish spend guidelines and build them in to card usage profiles to improve program performance Identify and consolidate spend with preferred suppliers 	Define 1 to 3 months Testing 2 to 4 months Training 2 to 4 months Launch by month 5
<ul style="list-style-type: none"> Identify, enhance and enable technological and operational initiatives that will benefit and grow the existing program 	<ul style="list-style-type: none"> Integrate data integration option for card based payment transactions in MAGIC Review image capture process to improve business operation Develop scalable technology - having an infrastructure that is poised to embrace growth Develop an enhanced risk monitoring process for review of program activity Designate a committed team in the State to define the requirements to integrate with MAGIC and execute 	<ul style="list-style-type: none"> Create and implement easily exportable process for transaction data-direct to SMART Review receipt image with reconciliation processes Enhanced travel and procurement details for risk analysis and for better vendor negotiation with Visa IntelliLink Compliance Manager Import spend for holistic view Synch with HR systems and account ledgers 	Define 1 to 3 months Testing 3 to 4 months Training 3 to 4 months Launch by month 6

<ul style="list-style-type: none"> • Create and review strategy with key business stakeholders to manage risks, to obtain program support and define criteria to track progress 	<ul style="list-style-type: none"> • Improve cardholder and program administrator training • Enhance reporting • Enhance audit functions 	<ul style="list-style-type: none"> • Employee efficiency, satisfaction survey • Advanced account Reporting and Reconciliation Services • Evaluate expanded information to identify and to correct out-of-compliance spending • Review procedures for the Card Program to test efficiency 	<p>Define 1 to 3 months Testing 3 to 4 months Training 3 to 4 months Launch by month 6</p>
<ul style="list-style-type: none"> • Communicate strategy to user-community 	<ul style="list-style-type: none"> • Train cardholders for improved process, online reconciliation, smart-phone application • Train reconcilers on proper review of transactions • Communicate with leadership and with stakeholders on results of initiative 	<ul style="list-style-type: none"> • Analyze Enterprise-wide Spend Data and report on program efficiency • Determine if the right people have the right cards by analyzing accounts payable data to identify frequent buyers of goods and services eligible for card payment 	<p>Define 3 to 6 months Testing 3 to 6 months Training 3 to 6 months Launch preliminary results by month 6</p>
<ul style="list-style-type: none"> • Conduct reviews of goals and initiatives to track progress 	<ul style="list-style-type: none"> • Share Card Performance Scorecard with Senior Management and Key Stakeholders • Optimize Program Performance with the Use of Analytical Tools • Engage UMB for goal setting and reviews 	<ul style="list-style-type: none"> • Monitor and Evaluate Card Program • Review controls and compliance strategy for the Procure-to-Pay Process • Set Performance Goals for Procure-to-Pay and Card Management Employees 	<p>Define 3 to 6 months Testing 3 to 6 months Training 3 to 6 months Launch preliminary results by month 6 Review goals and results every 6 months</p>

UMB is dedicated to meeting the diverse needs of the State of Mississippi, the participating agencies, and the Universities. We have worked with the State during the past years to tailor a program to the unique processes of the State. The initiatives of this work ranges from developing solutions to accept account payments at the statement level to offering an easy to use Education Enhancement Funds card program to the support of unique requirements of many governing authorities. UMB will continue this dedication to the State as we enhance In Command and Visa IntelliLink and work with the State to determine the requirements to integrate with the States' MAGIC system. UMB believes that its willingness and ability for tailoring systems and processes to the States' requirements and not UMB's, creates the greatest opportunity of continued success for any program. UMB will remain committed to continuing to consult with the State on best practices and ways for the State to run an efficient and secure program.

State of Mississippi Program Objectives

- 1) Build on the existing program to attract more agencies, and governing authorities to the program and to continue with success and expand usage of the card program as an alternative to check, ACH and Treasury warrants for payment of commodity, service, and travel expenses when most efficient**
- 2) Utilize the card program partnership to enhance the program to benefit from the processing efficiencies and the collective volume for higher rebate and to manage program risks effectively**
- 3) Partner with current and emerging technology provider and leading service providers in the industry**
- 4) Access to transaction reporting as required by the card programs, Program Administrators, and other entities using services under this RFP**

The UMB Value Proposition

- UMB will provide assistance in the vendor review efforts along with the State and the agencies to support this goal.
- UMB has tools that allow for the vendor identification and strategy development for expense monitoring
- UMB is committed to the State through partnership to provide an effective growth opportunity for cards and ePayables transactions.
- UMB can provide consortium-based pricing based on the combined volumes of all participants from the State agencies, the Universities, and the governing authorities utilizing the State contract.
- UMB will assign dedicated resources to the State of Mississippi to help with on-going program administration to include program growth. These individuals will be responsible for coordinating with the State agencies and Universities to expand the use of the program as necessary.
- By leveraging the team at UMB, Mississippi has access to a relationship and product management team that is very familiar with the existing Mississippi program, and a group of individuals that is focused on the identification and development of leading card-based solutions which can be tailored to the specific needs of the State, and each of the Universities.
- UMB's best practice identification is designed from industry trade shows, membership and certification in professional organizations, speaking bureaus, client forums and client advisory councils to inform and influence new learning and development.
- Annual reviews will be made available to all programs utilizing cards to evaluate effectiveness
- State-wide and agency level centered reporting for business unit performance review
- Participation in the RPMG / Palmer and Gupta annual benchmark study

18. **Liability**

The State of Mississippi will not accept any liability or financial responsibility for a state employee's charges that have been incorrectly authorized by offeror, including but not limited to those that:

- Exceed any of the limits specified to the contractor by a cardholder's agency or the Office of Purchasing, Travel and Fleet Management, or
- Violate any of the standard Industry Classification Code and/or Merchant Category Code restrictions specified to the contractor by a cardholder's agency or the Office of Purchasing, Travel and Fleet Management.

Liability for authorization errors:

UMB offers a high quality system of diverse and flexible controls for validating transactions that can be managed by the State and by the authorized program administrators at the agencies within State guidelines or associates at UMB on behalf of the State. Controls include single transaction limits, monthly limits, Merchant Category Code restrictions and velocity limits. Authorization strategies and limit controls rarely fail and the State and program participants will have a good experience with this reliable system. If the system fails to operate as specified and charges are erroneously approved and billed to the State or program participant, and the State or program participant has not received the benefit of the transaction, UMB will carefully review the circumstances of the transaction with the State. If an avoidable error has been made by UMB, the State nor program participant will be required to assume responsibility for the transaction.

Other Liability Protections for the State and Program Participants

Fraud Liability Protection:

The State and program participants will not be held liable for any unauthorized charges being defined as charges made by somebody besides the cardholder, which have been made fraudulently by stolen card or compromised account number.

Employee Mis-Use Liability Protection:

For unauthorized charges made by a cardholder, otherwise known as cardholder misuse, the State and program participants. State and program participants are protected by the Visa Liability Waiver Program subject to the terms and conditions set forth.

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Card—offering the security and coverage you need to do business with complete confidence.

This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Purchasing Card privileges.

Visa Liability Waiver Program Benefits

- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per City
- Coverage up to \$15,000 per cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures

What is the Visa Liability Waiver Program?

The State and program participants State and program participants that have established a Visa Card account program with UMB Bank may request that Bank waive the State and program participants liability for certain charges in accordance with the Visa Card Liability Waiver Program. Visa has arranged insurance coverage to provide payment to Bank for covered losses and will administer the Program.

The Bank may waive the State and program participants' liability for waivable charges up to \$15,000 per Visa Card Cardholder and be reimbursed by the Program Underwriter ("Program Underwriter") provided both the Bank and the State and program participants State and/or program participants have satisfied all Program obligations.

19. Program Information

All program information concerning the State of Mississippi Small Purchase Card program including but not limited to card spend, transactions, vendors associated with those transactions, and etc. shall be kept on file with the Contractor for the duration of the contract. If the Office of Purchasing, Travel and Fleet Management requests said information, the contractor shall be able to submit the information within five (5) to seven (7) business days. At the end of each calendar year, the data for that year shall be electronically sent to the program administrator. At the end of the contract, the contractor shall send all transaction data for the duration of the entire program to the program administrator electronically.

The State of Mississippi program transaction information is maintained in State accessible data bases in InCommand and Visa IntelliLink that hold a minimum of 25 months of data related to card spend, transaction details, and all are readily available to the State via the web.

UMB provides a Master Transaction List to the State Office of Purchasing, Travel and Fleet Management on a monthly basis as a standard practice for the purpose of the State building an historical database of information related to the program including all transactions posted during the calendar month of the report. The files of monthly data are provided as Excel formatted files which facilitate simple retrieval and analysis for the State and program participants. When the State requires information regarding transaction history, UMB will use its best efforts to provide the data within five to seven business days.

Section IV – Proposal Evaluation Criteria

1. Evaluation Criteria

The State will select a vendor through a formal evaluation process. Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or demonstrations, if conducted, and verified by information from reference sources contacted by the Program Administrator.

	Evaluation Factor Description	Evaluation Factor Points
	The Plan for Performing Required Services (Migration Plan, Card Issuance & Program Functionality, Business Requirements, Program Benefits & Features, Compatibility with Operating System(s))	40
	The Ability to Perform the Services (Contractor Organization Support & Staffing (Customer Service), Qualifications, Reporting Abilities, and Training Capabilities)	35
	Rebate/Revenue sharing	25
	Total	100

2. Method of Award

All proposals will first be reviewed to ensure they are complete and meet the minimum mandatory requirements. Responsive proposals submitted by the specified date, time and containing the described information in the proposal will be evaluated by an Evaluation Committee selected by the Office of Purchasing, Travel and Fleet Management. Those proposals that are incomplete and do not meet the minimum mandatory requirements will be rejected and will not be evaluated or scored.

The proposal selected will be the one determined to provide the “Best Value” to the State of Mississippi. The evaluation and award process for responses which meet the mandatory requirements of this RFP and our assessment of vendor responsibility will then be scored. The State RFP Evaluation Committee will evaluate and utilize consensus scoring to rate the proposals using the criteria in the RFP.

In a consensus scoring method, individual evaluators read the assigned proposals prior to evaluation work sessions and make notes of proposed scoring, observations of strengths and weaknesses, and questions regarding the vendor’s proposal. During consensus scoring sessions, the evaluation facilitator directs the team’s attention to each item in the specifications. The team will consider one proposal at a time. Once the team has arrived at a consensus score for an item in the proposal, the facilitator captures the consensus score along with the documentation of the team’s observations. Only the consensus score sheet and comments are official and become part of the procurement file. Individual team member evaluation worksheets and notes are collected and destroyed once the consensus scoring is completed.

Maximum points possible are specified in the table above. The State is under no obligation to make an award.

UMB has reviewed the Evaluation Criteria and understands the Method of Award.

Section V – Miscellaneous Requirements

1. Qualifications

- Describe the extent of offeror's qualifications and experience in providing corporate cards to State and Federal governmental entities.

UMB does not currently participate in any United States Federal Government - GSA SmartPay Programs.

Our success is based upon collaboration and integration with our customers, and focuses on product innovation and process improvement which began with the design of UMB's first purchasing card partnership with the State of Mississippi. This long relationship has been a very important part of UMB's government commercial card business which is now reflective of almost 50 percent public sector clients. At UMB we have worked very hard to understand the needs in the public spend space and we have been the issuer of innovative card programs that have been some of the most respected state and local government pcard programs for more than 20 years.

- Provide a list of State and Federal entities currently utilizing your services and the current total number of dollar volume, number of transactions and number of cards issued under each program listed.

UMB does not currently participate in any United States Federal Government - GSA SmartPay Programs.

Following are three State government level programs that UMB Bank is privileged to issue and support currently in addition to the State of Mississippi.

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	State of Kansas
Address of Reference Company/Client:	900 SW Jackson, Room 351S Topeka, KS 66612
Reference Contact Person Name, Phone #, and E-mail Address:	Tim Hund 785-368-6347 Tim.Hund@da.state.ks.us
Title/Name of Service/Contract	State Purchasing and Travel Card Program(\$125MM / 360,000 trans / 10,000 cards) Includes 6 -State Universities in the Kansas Board of Regents
Dates of Service/Contract:	1995 to Present (renewed through year 2022 with +6 years renewal option)

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	State of Wyoming
Address of Reference Company/Client:	State Auditor's Office Capitol Building, Rm 114 Cheyenne, WY 82202
Reference Contact Person Name, Phone #, and E-mail Address:	Dale Vanlandingham 303-777-6654 dale.vanlandingham@wyo.gov
Title/Name of Service/Contract	State Purchasing and Travel Card Program (\$25 MM /+100,000 trans / 2,500 cards)
Dates of Service/Contract:	2000-Present

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	State of Missouri
Address of Reference Company/Client:	Harry S Truman State Office Building 301 West High Street Jefferson City, Mo 65101
Reference Contact Person Name, Phone #, and E-mail Address:	Dwayne Rasmussen, CPA, CGFM Financial Reporting Manager OA Division of Accounting 573/ 751-4761
Title/Name of Service/Contract	State Purchasing and Travel Card Program (\$70MM / +290,000 trans / 6,000 cards)
Dates of Service/Contract:	1998 to Present (renewed through year 2022)

- Describe offeror's overall financial strength, (e.g., profitability ratios, operational ratios, assets and liabilities, Standard & Poor rating, etc.).

UMB Financial Corporation (Nasdaq: UMBF), a diversified financial holding company, announced GAAP earnings for the fourth quarter 2016 of \$42.9 million or \$0.87 per diluted share, compared to \$41.9 million or \$0.85 per diluted share in the third quarter 2016 (linked quarter) and \$29.6 million or \$0.60 per diluted share in the fourth quarter 2015. These results represent an increase of 2.4 percent on a linked-quarter basis and 44.8 percent compared to the fourth quarter 2015. For the year ended Dec. 31, 2016, GAAP earnings were \$158.8 million or \$3.22 per diluted share, an increase of 36.8 percent compared to \$116.1 million or \$2.44 per diluted share for the year-ended Dec. 31, 2015.

Net operating income, a non-GAAP financial measure which is reconciled to the nearest comparable GAAP measure later in this release, was \$45.3 million or \$0.91 per diluted share for the fourth quarter 2016, compared to \$43.0 million or \$0.87 per diluted share for the linked quarter and \$34.2 million or \$0.70 per diluted share for the fourth quarter 2015. These results represent an increase of 5.4 percent on a linked-quarter basis and 32.3 percent compared to the fourth quarter 2015. Full year 2016 net operating income was \$166.5 million or \$3.38 per diluted share, an increase of 34.9 percent compared to \$123.4 million or \$2.59 per diluted share for the full year 2015.

Earnings Summary – 4Q 2016



\$ in thousands, except share and per share data; unaudited

	4Q'16	3Q'16	4Q'15	% variance	
				vs. 3Q'16	vs. 4Q'15
Net Interest Income	\$ 131,456	\$ 124,765	\$ 114,454	5.4	14.9
Noninterest Income	116,330	121,948	112,599	(4.6)	3.3
Total Revenue	247,786	246,713	227,053	0.4	9.1
Noninterest Expense	186,324	179,783	182,080	3.6	2.3
Pre-Provision Net Revenue	61,462	66,930	44,973	(8.2)	36.7
Provision for Loan Losses	7,500	13,000	5,000	(42.3)	50.0
Income Before Taxes	53,962	53,930	39,973	0.1	35.0
Income Tax Provision	11,028	11,984	10,330	(8.0)	6.8
Net Income	\$ 42,934	\$ 41,946	\$ 29,643	2.4	44.8
Earnings per share as reported - diluted	\$ 0.87	\$ 0.85	\$ 0.60	2.4	45.0
Adjustments ⁽¹⁾	0.07	0.03	0.15	133.3	(53.3)
Tax impact of adjustments ⁽¹⁾	(0.03)	(0.01)	(0.05)	200.0	(40.0)
Operating earnings per share - diluted ⁽¹⁾	\$ 0.91	\$ 0.87	\$ 0.70	4.6	30.0
Dividends per share	0.255	0.245	0.245	4.1	4.1
WASO (diluted)	49,616,121	49,284,280	49,066,566	0.7	1.1

(1) Non-GAAP adjustments include fair value adjustments on contingent consideration, acquisition expenses, non-acquisition related severance expense and one-time marketing agent termination costs. See non-GAAP reconciliations and further information on these items on slides 6 and 7.

Earnings Summary – Full Year 2016



\$ in thousands, except share and per share data; unaudited

	2016	2015	2014	% variance	
				'16 to '15	'15 to '14
Net Interest Income	\$ 495,323	\$ 412,067	\$ 350,055	20.2	17.7
Noninterest Income	476,075	466,454	498,688	2.1	(6.5)
Total Revenue	971,398	878,521	848,743	10.6	3.5
Noninterest Expense	731,894	703,736	665,680	4.0	5.7
Pre-Provision Net Revenue	239,504	174,785	183,063	37.0	(4.5)
Provision for Loan Losses	32,500	15,500	17,000	109.7	(8.8)
Income Before Taxes	207,004	159,285	166,063	30.0	(4.1)
Income Tax Provision	48,203	43,212	45,408	11.6	(4.8)
Net Income	\$ 158,801	\$ 116,073	\$ 120,655	36.8	(3.8)
Earnings per share as reported - diluted	\$ 3.22	\$ 2.44	\$ 2.65	32.0	(7.9)
Adjustments ⁽¹⁾	0.25	0.24	0.64	4.2	(62.5)
Tax impact of adjustments ⁽¹⁾	(0.09)	(0.09)	(0.22)	-	(59.1)
Operating earnings per share - diluted ⁽¹⁾	\$ 3.38	\$ 2.59	\$ 3.07	30.5	(15.6)
Dividends per share	0.990	0.950	0.910	4.2	4.4
WASO (diluted)	49,277,055	47,579,334	45,445,283	3.6	4.7

(1) Non-GAAP adjustments include contingency reserve expense, fair value adjustments on contingent consideration, acquisition expenses, non-acquisition related severance expense and one-time marketing agent termination costs. See non-GAAP reconciliations and further information on these items on slides 6 and 7.

5

Key Performance Metrics



	4Q'16	3Q'16	2Q'16	1Q'16	4Q'15
ROE ⁽²⁾	8.58%	8.25%	7.62%	7.54%	6.15%
Operating ROE ⁽¹⁾⁽²⁾	9.05%	8.46%	8.02%	8.02%	7.10%
ROA ⁽²⁾	0.86%	0.85%	0.78%	0.76%	0.63%
Operating ROA ⁽¹⁾⁽²⁾	0.90%	0.87%	0.82%	0.81%	0.72%
Efficiency Ratio ⁽²⁾	71.51%	70.23%	73.61%	74.41%	77.21%
Operating Efficiency Ratio ⁽¹⁾⁽²⁾	70.07%	69.58%	72.38%	72.89%	74.11%
Net Interest Margin	3.00%	2.87%	2.86%	2.79%	2.76%
Noninterest Income % of Revenue	46.9%	49.4%	50.0%	49.7%	49.6%
Avg. Loan/Deposit Ratio	65.7%	67.3%	65.7%	61.8%	60.3%
Assets Under Mgmt. (billions)	\$ 40.9	\$ 41.4	\$ 40.8	\$ 40.0	\$ 40.0
Common Equity Tier 1 Capital Ratio	11.76%	11.75%	11.65%	11.80%	11.74%
Diluted EPS	\$ 0.87	\$ 0.85	\$ 0.76	\$ 0.74	\$ 0.60
Operating EPS-Diluted ⁽¹⁾	\$ 0.91	\$ 0.87	\$ 0.80	\$ 0.79	\$ 0.70

Select Balance Sheet Items



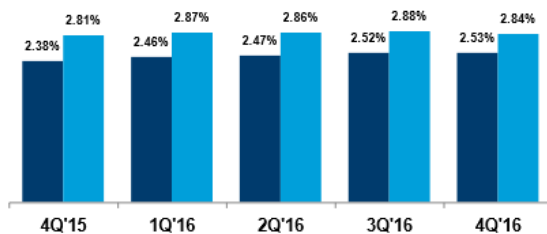
\$ in thousands, average balances; unaudited

	Three Months Ended						% variance	
	December 31, 2016		September 30, 2016		December 31, 2015		vs. 3Q'16	vs. 4Q'15
	Avg. Balance	Avg Yield / Rate %	Avg. Balance	Avg Yield / Rate %	Avg. Balance	Avg Yield / Rate %		
Assets								
Loans, net of unearned interest	\$ 10,346,023	3.96	\$ 10,181,819	3.86	\$ 9,199,961	3.80	1.6	12.5
Total securities	7,637,539	2.26	7,659,731	2.08	7,401,671	1.99	(0.3)	3.2
Total earning assets	18,557,655	3.17	18,373,456	3.03	17,380,673	2.88	1.0	6.8
Allowance for loan losses	(91,833)		(86,368)		(78,906)		6.3	16.4
Total assets	\$ 19,920,438		\$ 19,692,240		\$ 18,755,557		1.2	6.2
Liabilities and Shareholders' Equity								
Interest-bearing deposits	\$ 9,552,701	0.21	\$ 9,431,253	0.20	\$ 8,528,207	0.18	1.3	12.0
Total interest-bearing liabilities	11,528,728	0.26	11,775,456	0.25	9,923,008	0.21	(2.1)	16.2
Noninterest-bearing demand deposits	6,193,787		5,690,838		6,734,309		8.8	(8.0)
Shareholders' equity	1,991,347		2,021,993		1,912,654		(1.5)	4.1
Total liabilities and shareholders' equity	\$ 19,920,438		\$ 19,692,240		\$ 18,755,557		1.2	6.2
Net interest spread		2.91		2.78		2.67		
Net interest margin		3.00		2.87		2.76		

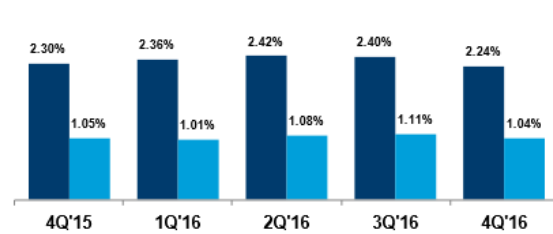
Profitability Metrics



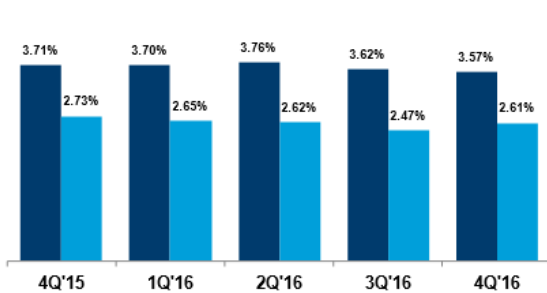
NIM/Total Assets



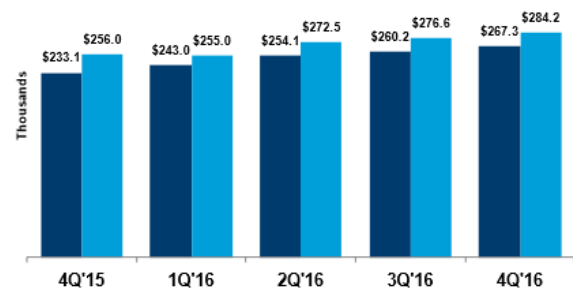
Fee Income/Total Assets



Expense/Total Assets



Revenue/FTE



■ UMBF ■ Peer Median

A FOCUS ON QUALITY

UMB Financial Corporation (NASDAQ: UMBF) Credit Ratings as of 02/17/16

Credit Ratings	S&P	Fitch
Long-term Issuer	A- / Outlook Stable	A+ / Negative
Short-term/Commercial Paper	A-2	F1
Bank Individual	-	a+
Bank Support	-	5

Credit Ratings (Subsidiaries)	S&P	Fitch
UMB Bank, National Association		
Certificate of Deposit	-	AA-
Bank Individual	-	a+
Bank Support	-	5

- Provide at least four (4) references from current clients, at least two (2) of which should be from universities who conduct research and have a minimum of 15,000 students. Each reference must contain the organization's name, contact person, contact person's title, and phone number. Indicate the type of program the client has with your company.

Reference Information (Prior Services Performed For :)	
Name of Reference Company/Client:	Missouri State University
Address of Reference Company/Client:	901 S National Ave, Springfield, MO 65897
Reference Contact Person Name, Phone #, and E-mail Address:	Isaac Balasundaram 417-836-4670 IsaacBalasundaram@MissouriState.edu
Title/Name of Service/Contract	Purchasing Card Services (\$16MM)
Dates of Service/Contract:	2002 - Present

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	Fort Osage School District (\$6MM)
Address of Reference Company/Client:	2101 N Twyman Rd Independence, MO 64058
Reference Contact Person Name, Phone #, and E-mail Address:	Phil Caldarella 816-650-7018 pcaldarella@fortosage.net
Title/Name of Service/Contract	Purchasing Card, Travel Card, and Payables Program
Dates of Service/Contract:	2012 - Present

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	University of Wyoming
Address of Reference Company/Client:	Merica Hall Rm 115 10th and Iverson Laramie, Wyoming 82071
Reference Contact Person Name, Phone #, and E-mail Address:	Martha Miller, Director of Purchasing 307-766-5235 mjmillier@uwyo.edu
Title/Name of Service/Contract	Purchasing Card, Travel Card, and Payables Program (\$25MM)
Dates of Service/Contract:	2010 – Present

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	Saint Mary's Academy and College
Address of Reference Company/Client:	200 East Mission Street Saint Marys, KS 66536
Reference Contact Person Name, Phone #, and E-mail Address:	Roberto Armesto 785-437-2471 rarmesto@smac.edu
Title/Name of Service/Contract	Purchasing Card (\$4MM)
Dates of Service/Contract:	2016 – Present

Reference Information (Services Performed For :)	
Name of Reference Company/Client:	City of Longmont, Colorado
Address of Reference Company/Client:	350 Kimbark Street Longmont, CO 80501
Reference Contact Person Name, Phone #, and E-mail Address:	Sally Helms 303-651-8728 sally.helms@longmontcolorado.gov
Title/Name of Service/Contract	Purchasing Card, Travel Card, and Payables Program (\$10MM)
Dates of Service/Contract:	2014 - Present

- Describe any new concepts or innovative ideas.

We believe listening is the key difference that sets us apart from the competition and allows us to be more responsive and connected to our customers when determining new and future products. Our brand promise, *Count on more*, is at the core of everything we deliver to our customers. UMB is currently in final contract negotiations and implementation planning for a new web-based program administration tool that combines many management functionalities into a single web tool for clients to efficiently administrate the card program, reconcile, to monitor, to generate data and to report from a single tool. The powerful tool will represent the best of what UMB has learned from clients to be the most effective for maintaining successful programs.

Over the years, UMB has worked diligently to keep current on trends and services in the card business, new products like the Single Event Travel / SET card program, declining balance accounts, as well as emergency card programs, dedicated fuel, lodging, and transportation accounts, contract buying accounts, advanced technology, and ways to make your job easier because when it comes to customer experience, nothing is more important.

UMB will continue work to maintain a robust security model in all areas your card program touches. This means that payment networks, financial institutions, merchants and law enforcement that work together closely to protect the network. UMB will strive to make sure it is highly aware of technology to prevent increasingly well-funded criminals from stealing, selling and using sensitive cardholder data. This is an area that will likely include and use advanced technologies such as token service and bio-metrics.

Advanced payment technologies such as mobile payments and program administration tools, and cardholder tools and Visa Checkout will continue to become more prevalent in the commercial space. UMB through its' partnership with Visa Inc. will continue to grow global payments technologies with fast, secure and reliable electronic payments. Visa operates one of the world's most advanced processing networks — VisaNet — that is capable of handling more than 65,000 transaction messages a second, with fraud protection for your accounts and assured payment for your vendors. Visa's innovations, enable its financial institution customers like UMB Bank to offer its partners more choices.

We thrive on finding ways to help our customers achieve their goals—whatever needs to be done, we will make it happen.

- List location(s) of your company's customer service call center(s).

All customer service center associates are located in the Kansas City, Missouri based UMB Bankcard Center. This center provides cardholder and program administrative services and toll-free customer service for lost/stolen card reporting, merchant category code changes, credit limit changes, new card requests, billing inquiries and disputes.

2. **Customer Support**

- Describe your company's customer service capabilities, including the following:
 - Hours of customer service operation
 - Toll-free numbers
 - Cardholder complaints
 - Cardholder account management

Program Client Care and Communication:

There are four primary individuals assigned to the State of Mississippi relationships with varying direct and indirect responsibilities.

The Commercial Card Client Care Team is staffed with specially trained Commercial Account Service representatives are available toll-free Monday through Friday from 7:00 AM to 8:00 PM CST and on weekends from 8:00 AM to 5:00 PM to handle all inquiries and assist your cardholders. The Kansas City based UMB Bankcard Center provides toll-free customer service for lost/stolen card reporting, merchant category code changes, credit limit changes, new card requests, billing inquiries and disputes. UMB also provides toll-free emergency service 24 hours-a-day, 365 days per year to assist cardholders with lost/stolen card reporting. 24/7 web access to accounts is available for accessing account information and payment history.

The UMB Client Advisor Team is available to program coordinators Monday to Friday from 7:00 am until 6:00 pm CST for program administrator level matters.

The State assigned UMB Client Advisor representatives of the team will be the primary point of contact for program administrator level matters pertaining to all day to day program matters including concerns regarding the program or performance.

The UMB Account Executive for the State of Mississippi will be the primary point of contact for contract matters and for the overall relationship including escalations of day to day matters pertaining to the on-going program including concerns regarding the program or performance. The UMB Account Executives are available daily and also after hours in the case of an emergency.

- Describe how inquiries requiring research are handled by your company and the established turnaround times for responses.

The experience for the State of Mississippi for inquiries requiring research is totally dependent on the nature of the request. Many inquiries can be resolved within UMB's standard service SLA of one business day, however more complex requests may be impossible to resolve in one day. UMB will work with the State on a case by case basis to ensure an understanding of the request and will establish an agreed upon turn around at the time of the request. UMB currently has begun to provide a Project Pipeline status report to the State on a weekly basis to monitor activities and projects.

- How many points of contact would we have with your company? (i.e. business account manager, card account representative, web-based solution/application manager, etc.)

Program Participants Involvement – Key and primary participants have daily responsibilities

<u>POSITION</u>	<u>STRATEGIC</u>	<u>NAMED FUNCTION</u>	<u>WEEKLY REQUIREMENT</u>	<u>LOCATION</u>
President-UMB Bank Product & Service	Non-Key	Escalations	As needed	KCMO
SVP-Commercial & Business Banking Products	Non-Key	Escalations	As needed	KCMO
Treasury Management Services	Non-Key	Treasury and Financial Services – As needed	As needed	KCMO
Contract Manager	Key and Primary	Ron Sager, SVP State and Local Government	10 hours	KCMO
Account Executive	Key and Primary	Ron Sager, SVP State and Local Government	5 – 10 hours	KCMO
Dedicated Client Advisor	Key and Primary	Primary Rep Client Care Team	15+hours	KCMO
Dedicated Client Advisor	Key and Primary	Secondary Rep, Client Care Team	15+hours	KCMO
Technical and Implementation Manager	Key	Product Delivery	As Needed	KCMO
Client Care Manager	Key and Primary	VP Client Care Manager	5 – 10 hours	KCMO
Client Care Service Team	Key	UMB Client Care Center	15+ hours	KCMO
Product Manager-Visa IntelliLink	Key	Product Manager	As needed	KCMO
Product Manager-Visa Payables Automation	Key	Product Manager	As needed	KCMO
Product Manager- In Command from UMB®	Key	Product Manager	As needed	KCMO
Product Manager – Commercial Card	Key	Commercial Card Product Manager/Leader	As needed	KCMO

3. **Business Requirements**

- Describe your company's collections procedures and explain what actions are taken at specified dates in the past due cycle. Include the following:

- The manner and frequency in which past due notices are sent

Past due balances are notified at 30 days past due by a reminder message on the monthly billing which indicates the amount of the delinquent payment. Past due accounts are also reported to the State at this time.

- Please provide samples of all notices used

A past due balances reminder message on the monthly billing which indicates that this account is currently past due and indicates the amount of the delinquent payment. Past due accounts are also reported to the State at this time.

- Under what conditions will a cardholder's charging privileges be suspended? Will a suspension be reinstated if requested by the State?

Past due balances 60 days past due will automatically suspend the cardholder charge privileges until paid. Notifications are made by a reminder message on the monthly billing which indicates the amount of the delinquent payment. A suspended account can be reinstated when paid current at the request of the State.

- The Authorized Agency shall be liable for the use of the card by authorized cardholders, provided that the use is within the transactions limits established by the State. The State will not accept liability for unauthorized use of credit cards and account numbers that are fraudulently used, lost or stolen. Please indicate your company's agreement to these terms or indicate what exceptions you would propose to apply in these scenarios.

UMB offers a high quality system of diverse and flexible controls for validating transactions that can be managed by the State and by the authorized program administrators at the agencies within State guidelines or associates at UMB on behalf of the State. Controls include single transaction limits, monthly limits, Merchant Category Code restrictions and velocity limits. Authorization strategies and limit controls rarely fail and the State and program participants will have a good experience with this reliable system. If the system fails to operate as specified and charges are erroneously approved and billed to the State or program participant, and the State or program participant has not received the benefit of the transaction, UMB will carefully review the circumstances of the transaction with the State. If an avoidable error has been made by UMB, the State nor program participant will be required to assume responsibility for the transaction.

The State and program participants will not be held liable for any unauthorized charges being defined as charges made by someone besides the cardholder, which have been made fraudulently by stolen card or compromised account number.

- Offeror should indicate an agreement in its proposal a response to the following statements:

UMB understands and agrees to these requirements. UMB Financial Corporation and its Board of Directors believe that protecting confidential information is a primary responsibility of UMB and its financial institution affiliates and subsidiaries. UMB has processes and policies in place to ensure that data is available only to those with a bonafide purpose in support of the program. UMB has processes in place to protect the State's information from unauthorized access or use by users without a legitimate purpose and as approved by the State.

- The Contractor shall not sell or distribute a list of participating Authorized Agencies, cardholder(s), addresses or any other information acquired from Authorized Agencies or cardholder(s) to any person, firm or other entity for any purpose. Note: (This does not intend to prevent the Contractor from complying with the requirements herein and the resulting contract for reports and reporting.)

UMB understands and agrees to this requirement.

- Use of Government Employees' Names: The Contractor must agree not to use the names and addresses of Mississippi government employees for any purpose not directly related to and necessary for, fulfilling the terms of the contract awarded pursuant to this request.

UMB understands and agrees to this requirement.

4. Program Benefits and Features

- Provide a “Best Practice” on how to grow the State of Mississippi’s Procurement Card Program.

The State and program participants should establish a strategy for program Best Practices performance with short and long term goals that fit the goals and needs of the program participants. The strategies should be the foundation of the card program and regularly socialized to the program participants, major stakeholders in the State, and with leadership. Some of the most successful strategies for growth in the State of Mississippi program should contain goals for:

- Program performance - Total spend volume
- Program performance - Average purchase amount
- Program performance Spend by payment type
- Program performance – Review program policies and procedures to ensure that they support growth and encourage use of card based payments
- Spend by purchase transaction mechanism used
- Spend management - Supplier sourcing goals
- Cost savings by transaction activity
- Cost savings by successfully engaging technology solutions made available
- Revenue generation - Rebate performance

As a Best Practices program, the short term deliverable goals should be in the 1 to 2 year range and the long term deliverable goals should be set in the 3 to 5 year range. The State would benefit from involving the stakeholders in developing and implementing the short and long term goals to ensure that they are properly aligned with other strategies in the State and program participants

The State of Mississippi program for Agencies, Universities and governing authorities has a significant opportunity to shift purchasing to purchasing cards and can leverage the spending growth potential in all categories. UMB as a program partner is experienced in program growth initiatives and will work with the State to provide guidance, and to develop a growth plan that will produce the results consistent with the needs of the State.

- Describe any additional type of cards your company offers (i.e. virtual cards, one time use cards, etc.)

In addition to traditional purchasing card accounts for commodities, services, and travel, UMB and also develop card/account issuances that are uncarded accounts(ghost accounts) for accounts payable payments or single vendor use, single-use/virtual cards that can be used in conjunction with the ePayables automations, lodged accounts for recurring purchase transactions at designated vendors, SET cards (Single Event/Travel) for last minute projects or travel requiring immediate issue, declining balance card accounts, emergency cards for disaster recovery, vehicle fuel only cards, and special purpose tied to special projects or capital projects. UMB is available to work with the State and program participants to develop cards or account based solutions as requirements change.

- What card platform(s) does your company offer? (e.g. VISA, MasterCard, AmEx, Discover, etc.)

UMB Bank issues Visa branded cards exclusively and is able to provide industry leading acceptance worldwide.

- Authorized User Administrators must be notified in writing within 72 hours prior to any card suspension or cancellation. Describe the process for notification. (Internet and other electronic processes are preferred by the State.)

Cards are rarely suspended or canceled without direction from the State or an authorized coordinator except in the case of a lost or stolen card, past due balance, or suspicious activity. When suspicious activity occurs the account may be temporarily suspended and a call is placed as specified by the program specifications within 60 minutes of the suspension. When appropriate email processes may be utilized.

- Address in detail policies for reporting the participating entity to a credit reporting agency for past due account(s). Distinguish the actions that would be taken by the offeror from those actions that would be taken by a collection firm(s) to whom delinquent accounts have been sub-contracted by offeror.

Courtesy reminder calls may be placed to accounts that become past due beginning at 45 days past due and will continue until the payment is made or the issue preventing payment is resolved. The calls are not collection calls, only reminder calls to determine if there is information or action needed from UMB to resolve a possible problem. There are no reports made to any credit reporting agency for past due accounts.

- Describe the ability to indicate to vendors that purchases by the State are "Tax Exempt". (This may include embossing the words "Tax Exempt" and/or the tax-exempt number on the card or providing the State with a unique number sequence.)

Card designs can routinely include notices of sales tax exemption notices in the card design or embossing line subject to the technical limitation. The card design also can serve as a reminder to the cardholder to check for sales tax at the time of the transaction to help with avoiding the charge.

- The State is contemplating extending the use of the Purchasing Card to utility charges and other larger ticket items for some authorized users. Describe your company's success in recruiting utility companies to accept a purchasing card and discuss the impact of these items on the rebate or revenue sharing structure to the State.

UMB has partnered with Visa to provide an ePayables solution focused on virtual payments for large dollar transactions like utilities. Telecom, cellular services, some fuel utilities have generated the most success, while power and water services have been less willing to accept card payments. Each vendor has their own policy regarding card payments and UMB would work with the State or program participant to identify the opportunities for the State. The decision ultimately is the vendor's choice. Visa's Payables Automation (VPA) is a fully integrated payments solution for clients who want the benefits and rebate opportunity of a Card Program and the control of their Accounts Payable system. Merchants are only paid after invoices have been processed and distribution is approved for payment. The application is flexible enough to meet the payment requirements of any Visa accepting merchant. Payments can either be directly pushed to the merchants acquiring account or payment instructions can be pulled by the merchant to process on their existing POS solution.

VPA allows companies to continue to use current business practices, including processing purchase orders, receipts, coding and workflow. Once approved payments are ready for processing. The State will have multiple file format options to submit payment instructions.

Visa VPA Benefits:

Buyer

- Precise payment timing
- Increased controls

- Security
- Improved reconciliation
- No loss of float
- Better visibility into transaction and spend history

Supplier

- Guaranteed payment and faster settlement
- Chargeback reduction
- No declined transactions
- Clear remittance information
- Eliminate check handling and related clerical tasks

Operational efficiency

- Utilize existing infrastructure and processes.
- Minimized business disruption.

UMB will work directly with you to identify the most appropriate payment options based upon the vendors processing capabilities and transaction dynamics. Once the target vendors are identified, UMB will work directly with the State agencies to manage a vendor enrollment campaign. The campaign is designed to educate and enroll merchants in the new payment process. UMB will work with the merchants to determine the best payment option and collect the necessary information for processing.

Rebates can be effected by the special large ticket pricing available to them by Visa programs and any decrements in interchange fees are passed to the program rebate. The reduction will only effect the transactions that have been considered “large ticket” and have been re-priced in settlement.

- Describe any post audit tools that can be utilized by participating agencies.

The Visa IntelliLink Compliance Auditor program is part of the comprehensive reporting package available at the State Administrator level. UMB would consider making the tool available to participating agencies on a case by case basis. Visa IntelliLink Compliance Auditor is a client focused program monitoring application that will help the Members manage program risk, data mine and document cardholder usage and to test purchase transactions against policy for possible violations.

Visa IntelliLink Compliance Auditor helps the member manage risk:

- Monitor transactions on Purchasing, and Travel cards
- Detect questionable transactions with an easy-to-use interface
- Document employee misuse and fraud

With Visa IntelliLink Compliance Auditor, members can gain advantages in three key areas.

Risk Reduction: Continuous monitoring adds an extra layer of protection and control because transactions that don’t comply to policies can easily be identified. Non-compliant purchases can be flagged and promptly questioned. In cases of misuse or fraud, you have the documentation to take quick action and mitigate potential losses.

Compliance Enforcement: Besides helping you quickly detect questionable spending, you’ll have the advantages of a single online repository for audit information. It can help you ensure that your cardholders comply with policies. Transaction monitoring also helps you get the maximum savings and benefits from your program.

Card Program Optimization: Get more out of your card program with greater transparency, insight and actionable intelligence.

Save time and streamline audits with this easy-to-use application. This powerful software application features six different modules—Administration and five other modules designed to give you a full range of oversight and monitoring capabilities.

Rules: Compare each transaction against set rules to help identify potential out-of-policy spend. You can create custom criteria, and schedule rules to run as you prefer. Questionable transactions are sent to the

Audit module for documentation.

Sampling: This module provides the ability to send a random sample of transactions to the Audit module. You can choose between pre-defined sampling and custom sampling based on your own organization's sampling requirements on the more that 25 months of history already available in the Members database.

Predictor: Gain another view of your card program with scoring for every transaction that may help you identify purchases that are more out-of-pattern.

Transaction Search: Easily and quickly find what you need using filters such as date, cardholder, and merchant name, MCC, merchant city and purchase amount.

Audit: Document findings from questionable transactions, including attachments and comments. Transactions can be categorized as Valid, Misuses, Abuse or Fraud. Generate a single report that details all actions taken for flagged transactions.

- The Office of Purchasing, Travel and Fleet Management, Program Administrator, and/or Agencies' Program Card Administrators, may establish single transaction dollar limits, monthly transaction limits, and vendor restrictions for cardholders. Describe or indicate any other limits or controls available.

UMB will make available many types of controls and features for member's Card Program. Such controls and features may include, but are not limited to, the following:

- Single dollar transaction limitations for each Card
- Transaction authorizations per day limit for each Card
- Transaction authorizations per cycle limit for each Card
- Total transaction dollars per cycle limit for each Card
- Vendor category (SIC/MCC) blocking/de-blocking
- Cash advance prohibition
- Time of day, day of week restrictions
- Vendor specific inclusion restrictions
- Country restrictions

Authorization requests when presented are compared to the specifications or authorization strategy set for the card or number by the member, and must pass the restrictions test or it will be declined at the point of sale.

5. Electronic Data

- What physical and software security measures does your company take to protect the confidentiality of your company's client's transaction information?

A specific disclosure in detail of banking security processes cannot be placed in this proposal due to the sensitive and confidential nature of the answers. Once again, ensuring our customers' security is an ongoing process at UMB. New advances in technology are evaluated on a day-to-day basis, and implemented to protect your privacy. UMB uses very powerful security features that protect the program and cardholder personal information, such as:

- Passwords — eight to fifteen digit codes that you determine and that provide you with access to various accounts such as your UMB account information tools, credit cards, etc.
- Authentication — a method that uses advanced technology and coding that identifies you after you have used your password.
- Sophisticated Virus Protection — used to detect and prevent computer viruses from entering UMB's computer network systems.
- Powerful Firewalls — block unauthorized access by individuals or networks and protect UMB computer systems that interact with the Internet.
- Secure E-Mail to UMB — confidential email messages are encrypted and require authentication to view.

Please

- Describe any unique features provided by your company's product(s) that we should consider.

UMB recommends that the State of Mississippi card program develop and adopt the enhanced controls to encourage additional card transaction volume, monitoring to identify opportunities for growth, technology for process efficiency, and the audit tools for enhanced program monitoring.

Best Practice and Program Management for Control and Enhance Performance

- Choices for program design, card products, billing and payment tools and payment convenience.
- Take advantage of the comprehensive on-line account management and reporting solutions

Program Risk and Fraud/Abuse/Misuse/ Risk Monitoring

- Real time neural technology and audit level technology to prevent fraud and to detect policy non-compliance as early as possible.
- Program construction in alignment with the policies and procedures
- What technical support is available for your company's reporting package(s) and what hours are technical support available?

UMB will provide knowledge and experience in the implementation and expansion of the State of Mississippi program. UMB will assist the State in organizing a training process for the agencies as much as needed to make sure the State program staff, administrators, agency trainers and cardholders feel comfortable with the technology and procedures for the card program.

The Commercial Card Client Care Team is staffed with specially trained Commercial Account Service representatives are available toll-free Monday through Friday from 7:00 AM to 7:00 PM Central Time and on Saturdays from 8:00 AM to 5:00 PM CST to handle all technology inquiries and assist your cardholders and coordinators. The Kansas City, Missouri based UMB Bankcard Commercial Account Service team is available for initializing technical support for the State and Agencies and to escalate immediately as needed.

The UMB Client Advisor Team is available to program coordinators Monday to Friday from 7:00 am until 6:00 pm CST for program level technology and communications matters.

The dedicated State program assigned UMB Client Advisor representatives of the team will be the primary point of contact for all day to day matters pertaining to the on-going program.

The dedicated State assigned UMB Account Executives are available daily and also after hours in the case of an emergency.

Introduction and Ongoing Technology Training

UMB will be available to assist with cardholder training for the implementation of new departments and business units. UMB can provide both in person training as appropriate as well as weekly conference calls and web trainings to meet the changing needs of the State.

UMB will provide the administrators with “**train the trainer**” power point training decks, administrator access to all on-line tools as well as the ability to create ad-hoc reporting for the State as a whole or by individual business unit as required.

The entire team will be available to the State as needed on-going to assist with targeted training and with any questions post-implementation. UMB will conduct follow up calls on a regular basis for the first few weeks after implementation of new processes to ensure the program is meeting the needs of the State and its cardholders. UMB would also recommend that on-going we have quarterly meetings with the State, including agency coordinators, to address any issues that may occur, as well as providing an opportunity to discuss new technologies or processes that are available to the State's program. Turnover of associates responsible to the State of Mississippi and agencies is difficult to predict, but when necessary UMB will ensure that adequate resources are available to assist with training without a gap.

- Does your company have the ability to provide billing statements that will reflect the foreign currency transaction amounts (local currency) as well as the converted home currency equivalent (USD)?

Cardholder statements will bill international purchases in US Dollars, and will provide “memo” information for the local currency and conversion rates that were used to determine how to bill a transaction.

- Describe what levels of data (i.e.: level 1, level 2, level 3), and line item detail is captured at the point of sale.

Visa leads in consistency and completeness of enhanced data, with more than 2.2 million merchants providing Level II data, more than 2.1 million providing Level III summary data, and more than 350 thousand merchants providing Level III line item detail. UMB makes all Level 1, 2 and 3 data from vendor transactions available to the State of Mississippi program participants in the InCommand and the Visa IntelliLink reporting tools.

6. General

- What differentiates your company’s services from that of other providers? Please describe how your company can provide a value added advantage in service and technology.

Our People and Our Shared UMB Values differentiate us:

- Customers First: We do the unparalleled to create an environment that consistently exceeds the expectations of our customers.
- Integrity & Trust: We demonstrate our uncompromising honesty and integrity to earn the trust of everyone we serve.
- Performance & Strength: We achieve sustainable greatness by delivering on our promise, remaining independent and maintaining financial soundness.
- Associate Spirit: We rely upon our enthusiastic people and their collective attitude and skills to differentiate us from our competition.
- Throughout a contract, UMB Client Advisor/Account Managers and Account Executives will work

closely with the State and the participating programs to continue to regularly evaluate program operations, technology utilization and provide analytics and recommendations based on the individual changing needs, opportunities and objectives for the program.

- What, if any, commercial card activities/services are outsourced to third parties?

UMB Bank utilizes the services of First Data Corporation and Visa, Inc for the card program mainframe support including the worldwide authorizations and settlement network, card production and mailing, statement production and mailing, security services, transaction posting as well as web based solutions for reconciliation, statements, ePayables, cardholder reporting, and program administration. The State will have no responsibility for developing a third party processor relationship with either of the organizations. It is UMB's objective to keep the involvement of the two third parties transparent and to maintain control of the systems utilized by the State. UMB understands that the services of First Data and Visa, Inc. shall be UMB's responsibility for ensuring the timeliness and quality of all work performed.

Please describe any recent technological enhancements to your company's product(s) and service(s).

UMB is currently in final contract negotiations and implementation planning for a new web-based program administration tool that combines many management functionalities into a single web tool for clients to efficiently administrate the card program, reconcile, to monitor, to generate data and to report from a single tool. The powerful tool will represent the best of what UMB has learned from clients to be the most effective for maintaining successful programs.

Over the years, UMB has worked diligently to keep current on trends and services in the card business, new products like the Single Event Travel / SET card program, declining balance accounts, as well as emergency card programs, dedicated fuel, lodging, and transportation accounts, contract buying accounts, advanced technology, and ways to make your job easier because when it comes to customer experience, nothing is more important.

- On average, how quickly would your company pay our suppliers?

Vendors are typically paid within 24 to 48 hours of when the transaction occurs, this is determined by the vendors' chosen banking relationship. UMB Bank settles with the interchange network on a daily basis for all transactions presented for billing each processing day.

7. Program Payment Options and Billing

The Offeror will be required to receive payment from the State of Mississippi agencies that process payments through the Department of Finance and Administration's electronic payment and remittance processor (Pay Mode). Note: Remittance detail is available in report and downloadable form from the State's Pay Mode website.

<http://www.dfa.ms.gov/applications/paymode/paymode-electronic-payment-and-remittance/>

- Describe all payment and billing options, including methods of payment and billing, including electronic. (The State reserves the right to migrate to another payment option at any time during the term of the contract based on the State's best interest).

UMB can bill traditional monthly billings via paper and web based delivery. Data files can be provided on a daily basis to the State for loading data to the designated financial system for reconciliation and payment approval. Payments can be generated and delivered to UMB via check, inbound ACH, Wire, Pay Mode, or other method as required. UMB can automatically debit for payments upon request. UMB understands that

payment methods can change at any time and UMB will cooperate fully to facilitate such a change. Payments for accounts are due on the before the next billing of the account. Accounts not paid in full over 45 days are considered in arrears.

- Describe your company's level of compliance and/or overall capabilities in regards to Automated Clearinghouse(ACH).

UMB is a leader in ACH processing. The National Automated Clearing House Association ranked UMB among the top 25 largest ACH originators in the United States. UMB Bank NA of Kansas City, Missouri (UMB) was ready for Same Day ACH Phase 1 on day one. UMB Financial Corporation, a diversified financial holding company, originated more than 69 million Automated Clearing House (ACH) transactions in 2015.

- Describe your company's specific capability to modify your system(s) to interface with the State system(s) and provide formats of any required remittance data formats.

UMB Bank understands the importance of integrating data into the State system(s) and will use its' best efforts to facilitate creating a successful exchange of data. The development of a mutually effective process for interfacing data can be complex and UMB has already established processes with other clients to successfully load transaction information into systems such as SAP, PeopleSoft, Oracle, Oracle Fusion, Workday, Banner and many others. Such data interfaces can be as simple as bankcard standard VCF4 data files that places data into the client ERP system for reconciliation and review in the ERP platform, while others utilize the power of Visa IntelliLink and its' account coding, reconciliation, imaging, approval workflow and data extract capabilities to support the reconciliation function in a separate platform. Parameters are flexible in Visa IntelliLink to provide data in formats that are easily mapped by the client into the host EFP system, and generally can be done with little to no major development for either the bank or the client.

- Describe and affirm your company's commitment to interface with the State's system(s) at no additional costs to the State.

UMB commits to working with the State and the program participants to interface with each on an as needed and requested basis and will use its best efforts to develop solutions that utilize the available features resources to successfully integrate data as needed. The possible requirements for the State and for program participants are currently unknown and UMB would work diligently and creatively to identify requirements, and to develop solutions that accomplish the necessary interfaces without incurring development charges. Without a clear specification of the scope of the requirements for the project supporting this request, it is difficult to affirm that all necessary steps for development could absolutely be without the State investing in a solution. UMB must have an opportunity to understand the requirements first. UMB has successfully implemented data integration for many clients from both VCF4 data and from Visa IntelliLink Spend Management, and to date none of the implementations have been billable.

- Describe your company's billing dates and/or billing cycle(s).

The billing dates for accounts is designated by the statewide program administrator and can be any day during the month. UMB uses a working day cycle method so accounts will bill on the designated working day of the month. Billing will cause the available purchasing for consolidated payment accounts to be renewed and the card account will have the full limit of the account restored each month at billing.

- The State currently requires that each cardholder receive a monthly statement and that the agency receive a consolidated master statement. Each agency issues one payment for all of the cards within that particular agency. Describe your company's ability to comply with this requirement for all participating agencies.

UMB understands the requirements and will comply fully with the specification that each cardholder receive a monthly statement, the agency a consolidated master statement and accepts that the agency issues one payment for all of the cards in the agency.

The Procurement Card Program will require the awarded Contractor to have a diversified system of delivering accounting/billing information. The State prefers to have an electronic access system for data exchange.

The program and transaction data must be provided through the Contractor's electronic access system. The system shall be able to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by any field. The system shall also have the ability to filter out unnecessary information, edit account allocation manually, and split transaction amounts into sub-units for multi-account allocation. This includes summary roll-up, review and manipulation at different hierarchical levels.

UMB understands these requirements and commits to working with the dedicated interface development team at the State and the program participants to interface with each on an as needed and requested basis and will use its best efforts to develop solutions that utilize the available features resources to successfully integrate data as needed.

8. Contract Execution

Should the State elect to make an award as a result of this RFP, the successful proposer must execute the State's standard personal service contract template, without substantive revisions, a sample of which is included in substantial form in Section VI. By submitting a proposal,

Offerors understand and agree that any proposed revisions may deem an offeror's proposal nonresponsive.

Appendix B – Rebate Proposal Form

Offeror must provide a response to all rebates or revenue sharing offered and fee requirements contained herein. Offeror is to detail out any additional incentives, if applicable, other than based on volume (i.e. bonuses, growth incentives, etc.). Offeror should complete chart below with their rebate or revenue sharing proposal tiers, adding additional rows if applicable

- In addition to a sales volume based rebate offering, UMB proposes to pay a one-time contract award bonus of \$50,000 to the State of Mississippi upon contract signing.
- UMB Bank is offering a choice one of the two available incentive/rebate programs as shown below:

Rebate Table One

State of Mississippi

Standard Rebate Scale -MS3120000975

Tier Level	Purchase Card Annual Sales Volume		Cycle Days	30	30	30	30	30
			Rebates (Basis Point)	1-5 days	10 days	15 days	20 days	25-45 days
1	\$-0-	\$30,000,000	1.30%	1.30%	1.30%	1.30%	1.30%	1.30%
2	\$30,000,001	\$60,000,000	1.33%	1.33%	1.33%	1.33%	1.33%	1.33%
3	\$60,000,001	\$90,000,000	1.38%	1.38%	1.38%	1.38%	1.38%	1.38%
4	90,000,001	and over+	1.43%	1.43%	1.43%	1.43%	1.43%	1.43%

Rebate Table 2**State of Mississippi****Premium Rebate Scale - Average Ticket MS020617ATA**

Tier Level	Sales Volume	Average Transaction Amount \$\$							
		<\$100	100-150	150-200	200-250	250-300	300-350	350-400	400+
1A	\$0-\$24,999,999	1.10%	1.30%	1.33%	1.36%	1.39%	1.42%	1.45%	1.48%
2A	\$25,000,000 to \$49,999,999	1.25%	1.33%	1.36%	1.39%	1.42%	1.45%	1.48%	1.51%
3A	\$50,000,000 to \$74,999,999	1.30%	1.38%	1.41%	1.44%	1.47%	1.50%	1.53%	1.56%
4A	\$75,000,000 to \$99,999,999	1.35%	1.43%	1.46%	1.49%	1.52%	1.55%	1.58%	1.61%
5A	\$100,000,000 to \$124,999,999	1.40%	1.48%	1.51%	1.54%	1.57%	1.60%	1.63%	1.66%
6A	\$150,000,000 to \$149,999,999	1.43%	1.53%	1.56%	1.59%	1.62%	1.65%	1.68%	1.71%
7A	\$150,000,000 to \$199,999,999	1.46%	1.58%	1.61%	1.64%	1.67%	1.70%	1.73%	1.76%
8A	\$200,000,000 to \$299,999,999	1.50%	1.63%	1.66%	1.69%	1.72%	1.75%	1.78%	1.81%
9A	>\$300,000,000	1.50%	1.68%	1.66%	1.69%	1.72%	1.75%	1.78%	1.81%

This growth incented scale is a performance based model and is influenced by the average sale amount for the combined program, less EEF. The program current average ticket is approximately \$110 which places the program at a 1.33% or 133 bp rebate rate based on the current annual sales volume. There is significant opportunity to grow the rate of rebate by increasing spend volume and encouraging larger dollar value transaction amounts into the program. The current industry experience is around \$260 for a State government program which would place the rebate for Tier 2 volume at 1.42% or 142 bp. Additional dollars processed and higher average transaction amounts would move the program into higher rate tier levels and have a very positive effect on rebate potential.

**For all transactions (either rebate table) processed as
Large Ticket Interchange and Visa Partner Pricing
Rebates Table**

<u>Large Ticket Interchange</u>	
All LTI Volume levels	0.50%
Visa Partner Pricing levels	0.50%

COST PROPOSAL NARRATIVE – Costs, and Rebate Terms and Conditions

- **UMB proposes to pay a one-time contract award bonus of \$50,000 to the State of Mississippi upon contract signing in addition to the sales volume based rebate offering.**
- Education Enhancements Funds (EEF) sales volume are not eligible to receive a rebate payment but the volumes are included in Tier Level determination process
- The sales volume to be used for Tier Level determination will include the combined eligible purchase volumes of the State, the Agencies, Governing Authorities and the Education Enhancements Funds (EEF) account sales volumes including Large Ticket Interchange and Visa Partner Pricing transactions
- The State will have a choice of two rebate proposals to choose from, the Standard Rebate Scale and the Premium Rebate Scale-Average Ticket. All transactions processed by vendors as Large Ticket Interchange and Visa Partner Pricing will be rebated at .50% or 50 basis points
- UMB Bank is offering a rebate to the State of Mississippi Agencies, Universities and governing authority participants for standard qualified sales volume (sales, less refunds), payable on a quarterly, semi-annual, or annual (negotiable) basis without reserves or minimum volume guarantees for prompt payments at the rates listed in the tables provided.
- Rebates are paid on the assumption that all payments are in full and are timely as required. Payment of balances in full is due within 30 days of each billing date. The payment of a rebate to each of the respective Mississippi Agencies, Universities and governing authority participants may be affected by late payments.
- This rebate is effective immediately at the beginning of this program contract implementation without minimums or qualifiers.
- The rebate to be paid directly to each the State of Mississippi Agencies, Universities and governing authority participants and is based individual agency/university volume and at the rate on the volume level for the combined Mississippi Agencies, Universities and governing authority participants on the contract as a group total from chosen rebate rate from the State of Mississippi Agency Rebate Table (choice of Rebate Table 1 or Rebate Table 2).
- The rebate to be paid to the State of Mississippi Agencies, Universities and governing authority participants and is based on the individual volume of each respective Participant on the contract for purposes of determining the applicable rebate rate from the State of Mississippi Rebate Table 1 or Rebate Table 2, whichever one is chosen by the State.
- Rebates in the proposed Rebate Tables 2016A and 2016B are guaranteed-unless substantial changes are imposed in the Federal Reserve Bank Discount Rate or in applicable bankcard interchange reimbursement rates set by Visa, or with respect to transactions involving merchants that participate in a Visa Partner Pricing Program or similar incentive program that reduces interchange for a merchant or transaction below 2.00%. Under those conditions, UMB reserves the right to modify the rebate table. While such change is difficult to predict, if it occurred it would equally affect all issuers and would be outside of the control of the Issuer Banks and may result in a reduction in rebate.
- Rebates on transactions qualifying as large dollar interchange transactions will be reduced to .50% for volume of qualifying large dollar transactions only.
- Rebates on transactions qualifying as Visa Partner Pricing interchange transactions will be reduced to .50% for volume of qualifying Visa Partner Pricing transactions only.
- Additional rebate levels or Tier placement considerations may be offered as volume levels increase or large program volume additions are introduced.

Appendix C – Fees and Charges

The State of Mississippi currently seeks a “No Cost” Purchasing Card Program. (i.e. no set up costs, no annual costs, no conversion costs, license costs, etc.) However, the State acknowledges that there may be costs associated with special services. Offeror should complete the chart below with fees, adding additional rows if applicable.

Note: The State of Mississippi Procurement Card Program does not allow the use of convenience checks and ATM access.

UMB understands this requirement and will comply.

Late Fees and Other Charges.

- Statutorial allowed interest and late payment fees will not be added to accounts unless repeated and unresolved violations of the 45 day contract - pay in full requirement occurs.

Fees/Charges	Price
Foreign Transaction Fee	\$ none
Custom File Programming	\$ waived for non complex files
Training Fees (Beyond Implementation)	\$ none
Rush Card Fee	\$ actual overnight mail charges only
Transaction Fee (Charged to Merchants)	\$ none

Additional services fee InformationContractor Name: **UMB FINANCIAL CORPORATION, dba UMB BANK, n.a.**

Standard Card Production:	\$ <u>waived / ea</u>
Custom Card Production:	\$ <u>waived / ea</u>
Mailing/Shipping of Cards:	\$ <u>waived / ea</u>
Transaction Fees:	\$ <u>waived / ea</u>
Financing Charges	\$ <u>waived / ea</u>
Training Costs:	\$ <u>waived / ea</u>
Accounting Costs:	\$ <u>waived / ea</u>
System Access Costs:	\$ <u>waived / ea</u>
Reproduction of Statements	\$ <u>waived / ea</u>
Disputed Transaction Costs	\$ <u>waived / ea</u>
Customer Service Support	\$ <u>waived / ea</u>
Non-Complex Agency and Governing Authority Transaction Uploads	\$ <u>waived / ea</u>

UMB - Other Costs - Pricing Pages

SERVICE	PRICE	COMMENTS
IMPLEMENTATION & TESTING	\$0.00	Waived
TRAINING & DOCUMENTATION	\$0.00	Waived
ONE TIME FEES / SETUP FEES	\$0.00	Waived
ON-GOING FEES /ANNUAL FEES	\$0.00	Waived
CUSTOMER SERVICE - INTERNET	\$0.00	Waived
CUSTOMER SERVICE - PHONE	\$0.00	Waived
CUSTOMER SERVICE - LIVE REP.	\$0.00	Waived
INITIAL CARD ISSUANCE	\$0.00	Waived
REPLACEMENT CARD FEES	\$0.00	Waived
GHOST CARD ISSUANCE / PURCHASES	\$0.00	Waived
CUSTOM CARD DESIGN-FACE	\$0.00	Waived
EMV CHIP ENABLED CARD	\$0.00	Waived
OPTIONAL ONLINE RECONCILIATION	\$0.00	Waived
CHOICE OF VERSATILE TECHNOLOGIES	\$0.00	Waived
MONTHLY ACCOUNT MAINTENANCE	\$0.00	Waived
CASH ADVANCE FEES	\$0.00	Waived
LATE PAYMENT FEES	\$0.00	Waived
E-MAIL ALERTS	\$0.00	Waived
MOBILE ALERTS – PER ALERT	\$0.00	Waived
MOBILE RECONCILIATION	\$0.00	Waived
VENDOR PAYMENT MATCH	\$0.00	Waived
ELECTRONIC PAYMENT CAMPAIGN	\$0.00	Waived
VISA INTELLILINK COMPLIANCE AUDITOR	\$0.00	Waived – State Program Level or Universities only

TRAINING FEE	\$0.00	Waived
LATE PAYMENT FEE	\$0.00	Waived
ACCOUNT LATE PAYMENT FEE	\$0.00	Waived
ACCOUNT ANNUAL FEE	\$0.00	Waived
EMERGENCY CARD REPLACEMENT FEE	\$0.00	Waived
SET CARDS/DECLINING BALANCE CARDS FEE	\$0.00	Waived
TECHNOLOGY FEE FOR WEB SOLUTIONS	\$0.00	Waived
IMPLEMENTATION AND CONVERSION FEE	\$0.00	Waived
CUSTOM EMV CHIP CARD DESIGNS	\$0.00	Waived
NON COMPLEX INTERFACE AND REPORT DEVELOPMENT FEE*	\$0.00	Waived
<u>*subject to scope and to mutual agreement and requirements</u>		
CASH ADVANCE FEE PER TRANSACTION	\$0.00	Waived

Frequency of billing preference	Monthly
Payment preference	Electronic ACH, Pay Mode or Checks
Reporting requirements and/or types of reports needed to manage program	Reports are included at no additional cost
Visa IntelliLink Spend Management Expense reporting with non-complex data integration and automated expense reporting tools	Reporting and non-complex data integration is included at no additional cost
Optional capability to attach scanned receipts with a statement or other types of reports-Visa IntelliLink	State Agencies and Universities – waived Governing Authorities - \$200 monthly

Section VI – Terms and Conditions

PERSONAL SERVICE CONTRACT Should the be called a Procurement Card Program Agreement to better describe the service???

This Personal Service Contract is made by and between the Department of Finance and Administration, a state agency, (the “DFA”) whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and _____, (the “Contractor”) whose address is _____ on the _____ day of _____, 20____, under the following terms and conditions:

1. **Scope of Services** (Insert the scope of services to be performed by Contractor)
The Contractor will provide services as specified in the (Request for Proposal, Invitation for Bid, etc...) (hereinafter referred to and attached as Exhibit “A”), and the (Proposal Bid, etc...) by Contractor dated (insert date) (hereinafter referred to and attached as Exhibit “B”).
2. **Contract Term** (May be entered into for a period of time, not to exceed three (3) years, with two (2) optional renewals for one (1) year.) Renewals subject to mutual acceptance?
3. **Consideration** (Insert payment amount, schedule of payments, etc...)
4. **E-Payment** The Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode** Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Availability of Funds** It is expressly understood and agreed that the obligation of the DFA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the

DFA, the DFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Contractor may terminate accounts charging privileges

7. **Record Retention and Access to Records** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the Contractor agrees that the DFA or any of its duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. The scope of any on site audit should be agreed upon in writing in advance and be reasonable in duration
8. **Applicable Law** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.
9. **Anti-Assignment/Subcontracting** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA, which DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DFA in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
10. **Compliance with Laws** The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

The Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

11. **Transparency** This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
12. **E-Verification** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

- (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, the Contractor would also

be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

13. **Independent Contractor Status** The Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the DFA. Nothing contained herein shall be deemed or construed by DFA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DFA for its employees.
14. **Modification or Renegotiation** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.
15. **Procurement Regulations** The contract shall be governed by the applicable provisions of the Mississippi Procurement Manual, a copy of which is available for inspection or downloadable at www.dfa.ms.gov.
16. **Representation Regarding Contingent Fees** The Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.
17. **Representation Regarding Gratuities** The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

18. **Termination for Convenience**

- (1) Termination. The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part, for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
- (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

19. **Termination for Default**

- (1) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services. Contractor should have the right to terminate for payment defaults?
- (2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the DFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the DFA has an interest.
- (3) Compensation. Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding liens or

claims of former lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.

- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the DFA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DFA under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost- reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the DFA, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) **Additional Rights and Remedies.** The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this contract.

20. **Stop Work Order**

- (1) Order to stop work. The DFA, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:
 - (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this contract.
- (2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this contract.

21. **Price Adjustment**

- (1) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract, shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract; or
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

22. **Oral Statements** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DFA and agreed to by the Contractor.

23. **Ownership of Documents and Work Papers** The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DFA and subject to any copyright protections.

24. **Indemnification** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely liable for all reasonable costs

and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

25. **Third-Party Action Notification** The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.
26. **Notices** All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Ron Sager
Senior Vice President
1010 Grand Blvd
Kansas City, MO 64106

For the DFA:

Aubrey Leigh Goodwin
DFA/OPTFM Director
Post Office Box 267
Jackson, Mississippi 39205-0267

27. **Priority** The contract consists of this agreement, the request for proposal [number] (hereinafter "RFP" and attached as Schedule []), and the response proposal by [Contractor] dated [date] (hereinafter "Proposal" and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract. UMB has agreements with participating governing authorities which should be included and cardholder account agreements are part of the card account and should be included.
28. **Change in Scope of Work** The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the DFA and the Contractor. Should all changes to work be subject to mutual review and agreement as to scope and timeliness of completion?

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the

contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

29. **Contractor Personnel** The DFA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor. Should this be limited to key Contractor personnel and liaisons that DFA interacts with regularly
30. **Recovery of Money** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Contractor. This right of offset against valid balances of card purchases owed could not be subject to deduction.
31. **Failure to Enforce** Failure by the DFA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.
32. **Trade Secrets, Commercial and Financial Information** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
33. **Termination Upon Bankruptcy** This contract may be terminated in whole or in part by [agency] upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Witness our signatures, on the date first written.

(Insert Contractor)

Department of Finance and Administration

By: _____	By: _____
Name	Laura D. Jackson
Title	Executive Director
Signature	Date

Attachment A

Additional Items for Possible Review:

The banking regulatory environment has changed significantly since the beginning of the term of the current UMB and State of Mississippi Procurement Card contract. As we propose a next generation program for the State of Mississippi, and in order to comply with the requirements that now apply to the program, UMB would ask that the State consider updating the governing authority agreement to include the most recent required terms and conditions. The following rough sample agreement (would require modification to fit the State) following, includes terms and conditions which we would like to update in the governing authority agreement when we offer the card program and the does not have State of Mississippi credit liability. This update helps to protect the State, the governing authority and UMB Bank. UMB would appreciate consideration of this update to maintain compliance with policy and regulations and proposes that if successful in developing a new generation program for the State that these terms and conditions could be incorporated into the governing authority agreement.



PROGRAM AGREEMENT - DRAFT

THIS AGREEMENT, made and entered into as of February XX, 20XX (the "Effective Date"), by and between the _____ (the "Program Participant"), and UMB BANK, n.a. ("UMB").

WHEREAS, the State of Mississippi issued its Request for Proposal#3120000975 dated February 6, 2017 (as amended, the "RFP") for a state wide purchasing card program (the "Card Program"); and

WHEREAS, following review and evaluation of the information received by the PROGRAM PARTICIPANT in review to the RFP, the PROGRAM PARTICIPANT has selected UMB to provide its Card Program in accordance with the RFP and UMB's response thereto.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties agree to each and every term and condition of this Agreement as set forth below:

ARTICLE I

Engagement of UMB for Services

As of the Effective Date of this Agreement PROGRAM PARTICIPANT engages the services of UMB to design, develop and implement its Card Program, and UMB agrees to provide the PROGRAM PARTICIPANT with those services in accordance with and subject to the terms and conditions of this Agreement, the RFP and UMB's response thereto. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. This Agreement may be renewed by mutual consent of the parties as set forth in _____ of the RFP.

In this Agreement, "Card" means individually and collectively, all UMB Commercial Cards and account numbers issued to or at the request of the PROGRAM PARTICIPANT, and the associated accounts including all transactions presented on a "card-not-present" basis. and the related account numbers (including, without limitation, "virtual" single use card account numbers). The transactions made using a Card constitute extensions of credit by UMB to PROGRAM PARTICIPANT. This Agreement; includes Attachments A through E, which are incorporated into this Agreement.

ARTICLE II

Program Administrator

In accordance with Section 4.4 of the RFP, the PROGRAM PARTICIPANT will designate a Program Administrator who will act as the Program Participant' primary contact with UMB during the term of the Agreement. The Program Administrator will have the authority and responsibility as set forth herein

and in Article XXVI of this Agreement. UMB is authorized to rely on written instructions it receives from any PROGRAM PARTICIPANT Program Administrator(s) or Secondary Program Administrator named on Attachment B with regard to the following matters, without limitation: issuance of Cards to Cardholders, establishment of and changes to credit limits on Cards, notification of disputed transactions, notice of lost or stolen cards, termination of Cards, purchase restrictions, and changes to Cardholder billing addresses or telephone numbers.

The Program Administrator shall notify UMB of any additions or deletions of agencies that participate in the Card Program and any limitations or restrictions placed on the authority of each agency's designated Program, contact, and the names of each individual agency administrator to whom Cards are to be issued/sent.

PROGRAM PARTICIPANT may substitute, remove or designate additional Program Administrators by written notice to UMB signed by an authorized officer of PROGRAM PARTICIPANT.

Notwithstanding any other provision of this Agreement to the contrary, if PROGRAM PARTICIPANT enrolls to administer its Card Program using the Internet to access Card information, PROGRAM PARTICIPANT agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of PROGRAM PARTICIPANT is required only to substitute the primary Program Administrator.

The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning PROGRAM PARTICIPANT'S Card program ("Fraud Contact(s)"), and in the absence of such designation the primary Program Administrator shall be deemed to be PROGRAM PARTICIPANT's sole Fraud Contact. PROGRAM PARTICIPANT may, but is not required, to execute additional Attachment B's appointing separate Program Administrators for different agencies under this Agreement.

ARTICLE III

Description and Delivery of Services to be Provided

UMB will make available the types of controls and features for PROGRAM PARTICIPANT'S Card Program which are normally accepted as the banking "industry standard" for Commercial Cards and which are specified in the RFP. Such controls and features may include, but are not limited to, the following:

- (a) Single dollar transaction limitations for each Card
- (b) Transaction authorizations per day limit for each Card
- (c) Transaction authorizations per cycle limit for each Card
- (d) Total transaction dollars per cycle limit for each Card
- (e) Vendor category (SIC/MCC) blocking/de-blocking for each Card
- (f) Cash advance prohibition
- (g) Individual and Consolidated Billing Statements

- (i) Optional personal computer-based management reporting

ARTICLE IV
Permitted Uses of Card

The Card may be used for Cardholders' PROGRAM PARTICIPANT-related purchasing, travel and entertainment, general payables and fleet purchases, to the extent such functionality is requested by to the PROGRAM PARTICIPANT in the RFP and offered by UMB in its response to the RFP. PROGRAM PARTICIPANT agrees that the Cards shall be used for business purposes only. In no event shall the Cards be used for any transaction that is unlawful or illegal under any applicable law, including but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder.

ARTICLE V
Cardholder Accounts and Payments

PROGRAM PARTICIPANT acknowledges that all Cards issued for this Program are the property of UMB and must be surrendered to UMB upon request.

PROGRAM PARTICIPANT will make every effort to inform Cardholders of the proper usage of the Cards and will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their Cards and accounts, and will promptly notify UMB of lost or stolen Cards.

Except as otherwise provided in Article VI below ("Liability for Unauthorized Use") PROGRAM PARTICIPANT agrees to pay UMB, when due, the total of all purchases made with the Cards. PROGRAM PARTICIPANT also promises to pay the total of all other fees and charges due on the Card, as Program Participant in the RFP and Bank's response thereto. PROGRAM PARTICIPANT agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the PROGRAM PARTICIPANT'S Master Line of Credit Limit, as set by UMB, at UMB's sole discretion. UMB shall notify Program Participant of any change in PROGRAM PARTICIPANT'S Master Line of Credit Limit. Except for "individual liability" accounts, PROGRAM PARTICIPANT agrees that it is responsible for repaying outstanding balances under the Cards, including, but not limited to, those balances that exceed the dollar limit for a particular Card. . Termination or expiration of this Agreement does not terminate PROGRAM PARTICIPANT'S obligation for all amounts owed pursuant to this Agreement.

PROGRAM PARTICIPANT agrees to pay UMB for all transactions entered into by its Cardholders pursuant to the terms of this Agreement and billed on a periodic monthly Statements(s) by the next billing date or within 30 days of the billing date of the monthly periodic Statements(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly Statements balance in full, less any billing error disputes, will be due each month. Payments made later than 60 (sixty) days after the due date may, at UMB's option, result in temporary suspension of account purchasing capability including the blocking of point-of-sale transactions, cancellation of accounts, and penalties, including interest charges and late fees as specified in UMB's

RFP response. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month.

ARTICLE VI

Liability for Unauthorized Use

The PROGRAM PARTICIPANT shall be liable for the use of the Program by authorized users, provided that transactions are within the specified parameters of the Card Program. The PROGRAM PARTICIPANT shall not be responsible for unauthorized use of Cards, account numbers which are fraudulently used and Cards which are lost, stolen or otherwise compromised.

Lost or stolen cards shall be reported to the UMB Bank Card Center security department immediately by the Cardholders or the Program Administrator. Once notified, UMB will close the account, issue a new Card and account number within 48 hours, credit the fraudulent transactions within 48 hours, and deliver a new Card within 5 to 7 business days.

To the extent the PROGRAM PARTICIPANT participates in the Visa Liability Waiver Program, PROGRAM PARTICIPANT shall not be liable for unauthorized use for those transactions constituting "Waivable Charges" under the Program, a copy of which is included in this Agreement as Exhibit E.

ARTICLE VII

Agency or Department Cards

In the event PROGRAM PARTICIPANT requests UMB to issue Cards to PROGRAM PARTICIPANT in an agency, department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as "Department Cards". PROGRAM PARTICIPANT hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, PROGRAM PARTICIPANT is responsible for all security and protection of the Department Cards and any and all PROGRAM PARTICIPANT procedures concerning the use of such Department Cards by its Cardholders.

ARTICLE VIII

Visa Liability Waiver Program

Subject to the applicable Visa® policy terms and conditions, PROGRAM PARTICIPANT is eligible for coverage under Visa's® Liability Waiver Program, which provides coverage against authorized Cardholder misuse of the Card. PROGRAM PARTICIPANT should consult the Visa® Liability Waiver Program information attached hereto as Attachment E for terms and conditions of coverage. PROGRAM PARTICIPANT acknowledges that UMB is not responsible for providing any form of liability protection program on PROGRAM PARTICIPANT's behalf other than as agreed to in this paragraph and in

Attachment E, and that UMB makes no representations or warranties regarding any such program that may be offered by third parties. In the event of any conflict between this Agreement and the applicable Visa policy, the Visa policy governs and supersedes the description thereof in this Agreement or in Attachment E.

ARTICLE IX

Billing Disputes; Chargeback Requests

PROGRAM PARTICIPANT may dispute amounts reflected on a billing Statements that PROGRAM PARTICIPANT reasonably believes to be incorrect because (i) the amount shown on the billing Statements does not reflect the actual face value of the transaction such as might be reflected on a merchant receipt or supplier's invoice, (ii) the transaction shown on the billing Statements did not result from the use of a validly authorized and issued Card, (iii) the Statements reflects fees not properly accrued under this Agreement, or (iv) the transaction is disputable with the honoring merchant under applicable Visa® rules, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement.

In the event of a dispute, PROGRAM PARTICIPANT must notify UMB of its dispute within sixty (60) days from the transaction date of purchase. Each request to UMB must be in writing and contain the following information: (i) Cardholder or Department name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. UMB shall investigate the disputed amount and determine whether the amount is properly payable by PROGRAM PARTICIPANT. Until UMB completes its investigation and determines whether the amount is properly payable by PROGRAM PARTICIPANT, the PROGRAM PARTICIPANT shall not be liable for the amount of the disputed transaction.

PROGRAM PARTICIPANT agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the PROGRAM PARTICIPANT may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® rules, UMB shall attempt to charge the transaction back to the merchant in accordance with Visa® procedures. However, such attempted chargeback by UMB shall not relieve PROGRAM PARTICIPANT of liability for the amount of the transaction even though the transaction may have been provisionally credited to the PROGRAM PARTICIPANT's account.

ARTICLE X

Authorizations

All transactions on PROGRAM PARTICIPANT's Card are subject to prior approval by UMB ("Authorizations"). UMB reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and UMB may deny an Authorization if UMB suspects that the Card is being used without PROGRAM PARTICIPANT'S permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the dollar limit of an individual Card and the Card is in good standing. For security reasons,

UMB cannot explain the details of how the authorization system works. UMB shall not be liable for failing to give any such Authorization. UMB may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the dollar limit of an individual Card or the PROGRAM PARTICIPANT'S Master Line of Credit Limit, and PROGRAM PARTICIPANT agrees it is liable for any such transactions. In addition, UMB reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

ARTICLE XI

Default

The occurrence of any of the following conditions or events shall constitute an "Event of Default" by PROGRAM PARTICIPANT under this Agreement in which case UMB's primary, but not sole, remedy shall be to suspend or terminate the Cards.

(1) a payment is not made when due or a payment to UMB is returned or reversed for any reason and such payment failure is not cured within thirty (30) Business Days of the payment due date;

(2) a material term of this Agreement is breached in any way, and such breach, if capable of a cure, is not cured within five (5) days following notice from UMB;

(3) a bankruptcy or comparable petition is filed by or against PROGRAM PARTICIPANT, and if filed against PROGRAM PARTICIPANT, is not dismissed within thirty (30) days of the date of filing;

(4) PROGRAM PARTICIPANT becomes insolvent or generally fails to pay its debts when due;

(5) there shall occur any material adverse change in PROGRAM PARTICIPANT's business or financial condition that would reasonably be expected to impair the prospect of payment or performance of PROGRAM PARTICIPANT'S obligations under this Agreement;

(6) PROGRAM PARTICIPANT intentionally fails to submit required information UMB deems necessary in order to properly provide Services under the Agreement, and such failure is not cured within fifteen (15) days following notice from UMB;

(7) PROGRAM PARTICIPANT's cumulative account balance exceeds the Master Line of Credit Limit (excluding any excess transaction authorized by UMB pursuant to Article X "Authorizations" hereof), and such excess amount is not paid within three (3) Business Days of UMB's written demand or on the next payment Due Date, whichever occurs first; or

(8) any financial Statements or certificate furnished to UMB in connection with, or any representation or warranty made by PROGRAM PARTICIPANT under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made.

ARTICLE XII

Term; Right to Terminate

The initial term of this Agreement shall commence on the Effective Date and shall continue for five (5) calendar years, unless sooner terminated as provided in this Agreement. At the conclusion of the initial term or any renewal term, the Agreement may be renewed by mutual consent in accordance with the RFP.

PROGRAM PARTICIPANT may, upon at least thirty (30) days prior written notice to UMB, and with or without cause, (i) terminate this Agreement, (ii) terminate one or more services provided for in this Agreement, or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect PROGRAM PARTICIPANT's ability to terminate the authority of a Cardholder as set forth below in this Article XII. In addition, UMB may terminate this Agreement or take any one or more of the actions referred to in the immediately preceding sentence upon the Program Participant's failure to cure an Event of Default after the expiration of any cure period provided in Article XI, or if not cure period is set forth in Article XI, upon not less than thirty (30) days prior written notice.

If UMB or PROGRAM PARTICIPANT terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) PROGRAM PARTICIPANT shall immediately, upon notice from UMB, destroy all Cards, (iii) PROGRAM PARTICIPANT will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable.

If UMB terminates one or more Cards but not the Agreement, PROGRAM PARTICIPANT shall immediately, upon notice from UMB, destroy all such terminated Cards.

Upon termination of the Agreement, COMPANY acknowledges and agrees that the obligations of the Program Participant to repay amounts charged to previously issued Cards will remain in place for a period of sixty (60) days from the termination date or such longer period as necessary to ensure that all Card transactions processed prior to the date of termination may be billed and that any adjustments and disputes outstanding or that may be filed after the date of termination with respect to transactions occurring prior to termination are processed in accordance with the terms of this Agreement. PROGRAM PARTICIPANT may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by PROGRAM PARTICIPANT shall become effective upon written or electronic notice via the Internet to UMB.

ARTICLE XIII **Liability of UMB**

UMB's liability hereunder shall be limited to PROGRAM PARTICIPANT's actual money damages caused directly by UMB's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and UMB shall not be liable for any other matters whatsoever, including, without limitation: (i) PROGRAM PARTICIPANT or any Cardholder's use or misuse of a Card and the related account, (ii) the inability of PROGRAM PARTICIPANT or a Cardholder to use the Card or the unavailability of Card reports or authorization as a result of circumstances beyond UMB's control (such

as, without limitation, fire, flood, or the disruption of power, phone or computer service), or (iii) transmission errors, or other acts or omission, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to PROGRAM PARTICIPANT or its designee). Notwithstanding the foregoing, in no event shall either party be liable for any indirect, incidental, special, consequential or punitive damages, even if such party has been advised of the possibility of any such damages.

ARTICLE XIV

Changes to Agreement; Other Changes

In addition to, and not in lieu of, UMB's termination rights in Article XII above, UMB may unilaterally, in its sole discretion, change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to PROGRAM PARTICIPANT, in the event there is a change in a law or regulation that applies to the performance of an obligation under the Agreement.

ARTICLE XV

Foreign Currency Transactions and Foreign Currency Transaction Procedures

If a Card is used to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to PROGRAM PARTICIPANT's account.

If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate, which may vary from the rate Visa® itself receives or (2) a government-mandated rate for the applicable currency as determined under Visa® regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted on the Cardholder's account.

ARTICLE XVI

Point of Sale Currency Conversion

Some merchants outside of the United Program Participants offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction ("Point of Sale Currency Conversion"). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

ARTICLE XVII

Verification of Identity

PROGRAM PARTICIPANT acknowledges that UMB may be required by applicable law, including Executive Order 13224 (or successor orders/legislation), to screen the names of individual Cardholders against the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or otherwise verify such person's identity. PROGRAM PARTICIPANT agrees to cooperate with UMB in this regard and to provide to UMB personally identifiable information about any Cardholder, upon UMB's request. In the event that PROGRAM PARTICIPANT does not comply with the terms of this Article, UMB will have the right, in its sole and absolute discretion, to terminate immediately and Card issued in the name of such individual(s), and PROGRAM PARTICIPANT shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

ARTICLE XVIII

Scope of Services

UMB shall perform all duties and responsibilities necessary to provide the PROGRAM PARTICIPANT with a high level of quality of services and under the requirements of this Agreement. The Scope of Services is set forth in the RFP and UMB's response thereto.

ARTICLE XIX

Compensation and Expenses

As disclosed in UMB's Confidential Response – Event ID: EVT 0004250, Section 6.0 – Cost Sheet.

ARTICLE XX

Confidential and Proprietary Information

PROGRAM PARTICIPANT and UMB acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For the purposes hereof, "**Confidential Information**" means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its **Representatives** (as defined below)) (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Article XXIV; (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information.

The Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity; except disclosures (A) to federal and Program Participant bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of UMB, to i) Visa®, and ii) third party payment

industry service providers with whom UMB has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof).

For purposes hereof, "Representatives" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) in the paragraph immediately above, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Article XX. For avoidance of doubt and notwithstanding anything to the contrary in this Agreement, if and as requested, PROGRAM PARTICIPANT shall comply with the provisions of the Open Records Act and the provisions of this Article XX shall not apply to any disclosure made under, or in accordance with, the Open Records Act. PROGRAM PARTICIPANT shall provide notice to UMB of any disclosure that PROGRAM PARTICIPANT believes it is required to make under the Open Records Act, to allow UMB, at UMB's discretion and expense, to contest such disclosure.

Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will destroy all copies of the Disclosing Party's Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary document retention practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

If there is a breach of this Article by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

ARTICLE XXI

Assignment

Upon sixty (60) day notice to Program Participant, UMB may assign, transfer, convey, or otherwise dispose of this Agreement or any of its rights and obligations hereunder only with the prior written consent of the PROGRAM PARTICIPANT. But in no event shall any assignment, transfer, conveyance or disposition relieve UMB from liability for performance of its obligations under the terms of this Agreement.

If UMB decides to have certain Card Program services provided by one or more subcontractors, those

subcontractors shall at all times remain under the direction and control of UMB and not the PROGRAM PARTICIPANT. UMB will remain fully liable to the PROGRAM PARTICIPANT for the proper discharge of all the services required in this Agreement regardless of who performs them.

PROGRAM PARTICIPANT may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise).

ARTICLE XXII
Independent Contractor

Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between UMB and PROGRAM PARTICIPANT.

ARTICLE XXIII
Agreement Status

This Agreement is and shall be deemed an independent contract for services and UMB and all persons providing services on behalf of UMB under this Agreement shall be deemed independent contractors and shall not be deemed under any circumstances employees of the PROGRAM PARTICIPANT.

UMB accepts full responsibility for payment of unemployment insurance, workers compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in the performance of work under this Agreement.

ARTICLE XXIV
Amendment

This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties. Should UMB be requested to provide additional services for the PROGRAM PARTICIPANT relative to and in connection with the purpose and requirements of this Agreement, UMB shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to in writing by the PROGRAM PARTICIPANT and UMB.

ARTICLE XXV

Waiver of Breach

The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver. Until complete performance or satisfaction of all provisions of this Agreement, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

ARTICLE XXVI

Contract Administration

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in the form of email or writing made by personal delivery or sent by United Program Participants mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

PROGRAM PARTICIPANT _____

BANK: (Ron Sager, Senior Vice President)
UMB Bank, n.a.
1010 Grand Blvd
Kansas City, Missouri 64106
Email address: Ron.Sager@umb.com

The Program Administrator identified in Attachment B or his/her designee(s) shall act as the Program Participant Card Program Administrator for the PROGRAM PARTICIPANT. UMB shall be notified in writing any time the identity of a Program Administrator is changed. The Program Administrator shall be responsible for all matters relating to this Agreement unless otherwise specified herein.

ARTICLE XXVII

Governing Law

This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Mississippi.

ARTICLE XXVIII**Severability**

All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

Discussion Draft Only
Discussion Draft Only

ARTICLE XXIX**Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

ARTICLE XXX**Entire Agreement**

This Agreement, the RFP and UMB's Bid, and the Attachments to this Agreement, represent the entire agreement between the PROGRAM PARTICIPANT and UMB with respect to the provision of services required of UMB for the PROGRAM PARTICIPANT under this Agreement, and supersede all prior agreements, negotiations, representations, understandings or promises, whether oral or written between the parties pertaining to or in connection with this Agreement. To the extent of a conflict between this Agreement and the RFP or the Bank's bid, this Agreement shall control.

ARTICLE XXXI**Force Majeure**

The PROGRAM PARTICIPANT or UMB shall be excused from performance under this Agreement for any period that the PROGRAM PARTICIPANT or UMB is prevented from performing any services, in whole or in part, as a result of an Act of God, fire, loss of electrical power or computer service, failure of a third-party service provider or any other act or event not within the reasonable control of the party prevented from performing.

ARTICLE XXXII**Representations and Warranties.**

The PROGRAM PARTICIPANT and UMB each represents and warrants to the other that:

- (a) It is organized and existing in good standing under the laws of the Program Participant in which

it is organized (except that this subsection (a) shall not apply to the PROGRAM PARTICIPANT);

(b) It has all necessary power and authority to enter into this Agreement and to perform its obligations under this Agreement;

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been authorized by all necessary organizational actions on its part; and

(d) It has no legal, contractual, or other material obligations that conflict in any material respect with, or are inconsistent in any material respect with, the performance of its obligations under this Agreement.

Discussion Draft Only
Discussion Draft Only

PROGRAM PARTICIPANT's Additional Warranties:

PROGRAM PARTICIPANT warrants that PROGRAM PARTICIPANT'S designation of a Program Administrator(s) and each additional Program Administrator and Secondary Program Administrator designed for the Program Participant and each Agency has been authorized by all necessary organization actions on PROGRAM PARTICIPANT'S part.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the Effective Date.

UMB BANK, n.a.

PROGRAM PARTICIPANT,
Department of Administration

By: _____

By: _____

Date signed: _____

Date signed: _____

END OF CONTRACT SAMPLE – FOR DISCUSSION CONSIDERATION ONLY