Treasury and Trade Solutions





May 8, 2018

The State of Nebraska

Response to Request for Proposal Commercial Card Services – Solicitation# RFP 5791Z1

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Confidentiality Statement

The information provided by Citi to the State of Nebraska (the State) in this proposal (and any additional information provided subsequently in connection with this proposal) is confidential to Citi and is intended solely for the use of the State and its employees. This information may not be disclosed outside of the State, other than to professional advisers engaged specifically by the State to evaluate the proposal, and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If the State discloses any information to such professional advisers it shall ensure that such persons maintain the confidential nature of this proposal.

Notwithstanding the above or any other provisions of this proposal, the State of Nebraska and Citi hereby agree that each party (and each employee, representative, or other agent of each party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the transaction or arrangements and all materials of any kind (including opinions or other tax analyses) that are provided to each party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

Subject to Contract/Disclaimer

This proposal is provided for information purposes only and is neither a contract nor an offer to contract. However, if this response is satisfactory to the State, one or more companies within Citi would like to enter into mutually agreeable terms and conditions with the State.

The information contained in this proposal is believed to be accurate, but Citi makes no representation or warranty with regard to the accuracy or completeness of any information contained herein.

Citi is not acting in any advisory role in relation to legal, tax or accounting issues relating to this proposal or otherwise. You should obtain your own legal, tax or accounting advice in relation to your evaluation of this proposal.

Çiti

For the purposes of this proposal "Citi" means Citigroup Inc. and its immediate and subsequent subsidiaries and affiliates.



Executive Summary

Citibank, N.A. is pleased to present our best-in-class, innovative, and cost-effective Commercial Card solution to the State of Nebraska. In this current economic climate where government agencies are subject to internal and public scrutiny, it is vital for the State of Nebraska to explore all possible means of maximizing its efficiencies and obtaining a superior solution at the best possible price.

The opportunity before the State of Nebraska is significant. Citi looks forward to working with you to provide an exceptionally competitive-priced, value-added solution to address your evolving payment needs.

Citi Understands the State of Nebraska's Objectives

| The State of North Dakota's Objective | Citi's Differentiating Solution | | |
|--|--|--|--|
| Full Payment Solution Beyond Cards | Corporate Liability/Corporate Bill solution including Travel Card functionality Additional services the State of Nebraska may use include Virtual Cards, Declining Balance Cards, and Ghost Cards | | |
| Financial Incentive | Highly competitive financial offer | | |
| Innovative Card Solutions | Dashboard delivery of information Citi Program Audit Tool Expanded card usage solution | | |
| Smooth Implementation Process | Proven methodology and experience transitioning large and complex programs Implementation Manager dedicated to the State of Nebraska's implementation process Multiple file options to meet institutional file needs | | |
| Integration with your ERP | Citi systems/reports can integrate with ERP systems Proven technology deployed with many clients today | | |
| Program Growth | Supplier onboarding support for the State of Nebraska's program understands the program and drives results Program optimization analysis identifies areas for growth | | |
| First Class Service Model | Experienced Account Manager, Marykay Casey Program Administrator (PA) Service Team based in Jacksonville, FL | | |
| World Class Partnership | The largest issuer of credit cards in the world Approved Federal Government GSA SmartPay 2 Card provider | | |
| Effective Training | The customized program will include onsite, web casts and incorporates fifteen years of Industry Best Practices | | |



Reasons for Citi's Success in the Public Sector

Citi's innovative solutions are unrivaled in the industry. Citi continues to be the preferred partner for Public Sector organizations around the world, including many school districts across the nation. We recognize that our clients are the most important asset that we have, and this sentiment is shared across all levels and lines of our business and reflected in every decision we make. Success in the budgetary climate is driven by strategy and partnership. Organizations continue to seek new ways to optimize their operations and we remain committed to developing solutions that help achieve their expense management goals. Throughout the years, we have had the opportunity to partner with our Public Sector clients to implement programs that allow them to operate more efficiently and transparently to effectively navigate today's budgetary conditions and lay the foundation for long-term success.

Now, more than ever, organizations need the best tools and partners to manage resources judiciously and operate efficiently. That is why the world's leading organizations choose Citi. With over 100 years of experience serving federal, state, and local governments throughout the United States, Citi is uniquely qualified to bring best practices to Public Sector organizations across North America.

Meeting Your Needs

In today's competitive environment, we understand that Public Sector entities, such as the State of Nebraska, are positioning themselves for success in the new economy by targeting internal opportunities to capitalize on immediate cost savings. In partnering with Citi, the State of Nebraska can benefit from several advantages afforded by the scope and strength of the most comprehensive commercial card solution in the market. Citi has partnered with several State and Local clients similar in scope to the State of Nebraska to help them address challenges, capitalize on opportunities, and achieve sustained efficiency.

Public Sector organizations, like the State of Nebraska, are looking for their Commercial Card program to:

- Facilitate small purchases and expedite payment to vendors
- Improve internal administrative cost control
- Achieve administrative savings by implementing electronic billing/payment
- Consolidate and enhance data collection and reporting
- Leverage issuer expertise to develop and roll out new products and programs
- Expand your Virtual Card program
- Offer a web-based program to allow for electronic viewing, editing, and approval of purchasing card transactions
- Interface to the current financial system

Citi Working Capital Analytics

We facilitate a B2B Strategic Partnership, whereby Citi leverages our proprietary Working Capital Analysis tool to identify card-able spend and maximize rebate across the traditional Purchase Card Offering. This partnership includes:

- Supplier Enablement Optimization Strategies
- Citi Supplier Enablement Team, a US-based team that works with our clients to onboard more of their suppliers to receive a card payment
- Program growth means higher rebate, improved working capital, and increased efficiency through elimination of checks



Industry Leading Fraud Prevention

Citi is the Industry Leader in fraud prevention and management. We:

- Help you to improve the audit process and assist with Fraud Early Warnings
- Provide chip & pin technology to reduce third party fraud Citi is leading the Commercial Card industry having completed a full migration to 100% Chip and PIN (vs. chip & sign) issued for the U.S. Commercial Card portfolio
- Offer 100% protection for third party fraud
- Offer 3D Secure for card-not-present transactions
 - 3D Secure is a pre-transaction authorization process used to authenticate cardholders when using their Citi Commercial Card at an eCommerce (purchasing via the internet) merchant that is 3D Secure-enabled. 3D Secure is technology that is based on business rules that aides in determining, at the point of purchase, if that purchase at an eCommerce merchant is being made by an individual other than the cardholder, which could indicate potential fraud

In addition to meeting these requirements, our dedicated relationship team will aid in analyzing your accounts payables information to identify what current payments can be migrated to a card solution, introduce best practices that work for other successful school district programs, and provide customer service and support to ensure that the program meets and exceeds your goals.

Industry-Leading Technology

Citi Commercial Cards commits more than 10% of its revenue to developing new technology to ensure our clients continue to benefit from the scope and strength of the most comprehensive commercial cards services in the market.

Delivering best-in-class products, quality service and execution, and the tools and resources to drive bottom-line performance is the cornerstone of our strategy. Because Citi's commercial cards services play an integral role in driving cost-savings for thousands of businesses and public sector clients around the world, now more than ever, we are investing in our capabilities to deliver the industry's most advanced payment tools and platforms.

Conversion Expertise

For over 25 years, Citi has served the needs of the world's leading corporations and public sector organizations with its advanced commercial card programs. From this experience, we have developed a best practice approach to implementation that enables Citi to convert programs with a level of expertise and efficiency that our competitors cannot match.

Citi understands that a smooth transition is one of the most important steps in building a successful commercial card program. To support a seamless implementation and program transition, Citi will designate an experienced team of implementation experts to support your program. This implementation team will be comprised of an Implementation Manager, a Client Service Expert, and a Technical Integration Specialist. This team will play an active role in your program long after your first cards are issued to ensure your organization has the resources and program support to execute and sustain the most effective commercial card program possible.

"The partnership demonstrated with the rollout of this solution was critical to the success of the program. Citi's analysis of the State's existing program allowed us to capitalize on our strengths and improve our weaknesses. As a result, we have elevated the card program to new levels of efficiency and now run one of the most progressive, successful payment programs in the country."— U.S. State and Local Government Client

"This was an extremely speedy implementation and we couldn't have made it a success without Citi's commitment." — Global Corporate Client



Expertise in Program Support

Our extensive, broad base of commercial card clients reflects not just the quality of our services and the scope of our capabilities, but also our commitment to serving these organizations.

Citi's consultative approach and partnership in program execution and account management are the reasons why our clients are successful and why they continue to choose Citi —as reflected in our consistent 98% or higher client retention rate.

Citi understands that partnership in program management is critical to the success of your program, and you have our commitment that we will work with you through every step of the process, providing the necessary resources to ensure your commercial card program realizes its goals.

Dedicated Program Servicing

Citi uses a team approach to assist our customers in managing their programs. The Account Manager is the primary contact for the Program Administrator(s) on an ongoing basis related to strategic initiatives, growth opportunities, new product, and service developments and as an escalation point. Citi also assigns a Client Account Service (CAS) manager who is responsible for responding to any program maintenance and operational questions that arise. These questions include such areas as billing inquiries, hierarchy management, MCC limits, account setup and closure, and cardholder profile and limit changes. The Account Manager and CAS Manager work closely together to ensure client satisfaction is maximized and opportunities to bring greater efficiency to you program are delivered with our hands-on assistance.

Customer Service

Citi's Commercial Cards customer service team is available to handle program inquiries — including balance and payment inquiries, credit availability, security closures, account closures, billing disputes, and reporting lost or stolen cards — 24 hours a day, 7 days a week, from almost anywhere in the world. This team will also help your organization interface with MasterCard, Visa, and third-party vendors.

Our Help Desk, based in the United States, is available to all Citi Commercial Cards clients. Help Desk teams are specially trained to provide ongoing technical support for commercial cards processes, systems, and operational questions, as well as file delivery issues and web-based questions. Approximately fourteen individuals staff the Help Desk Monday through Friday 6:30 a.m. to 9:00 p.m. (ET).

Strategic Solutions

Citi meets the complex needs of our clients around the world with a breadth of products, services and resources that is unmatched in the industry.

Because our commercial card solutions are fully integrated into Citi's suite of market-leading treasury and trade solutions, the scope of services available to our clients extends far beyond those offered by our competitors' commercial card programs.

When organizations choose Citi, they benefit from a vast portfolio of innovative commercial card products and strategic payment solutions to effectively manage working capital, streamline and automate processes, and generate bottom-line results. Our customized modular solutions will provide your organization with the tools to address critical business needs and the flexibility to expand your programs with complementary solutions.



Industry Recognition

At Citi, we strive to be a trusted partner to all of our clients worldwide, helping them to achieve their goals and make their businesses more efficient. Citi Commercial Cards continues to distinguish itself in the marketplace with leadership positions awarded by the industry's leading financial publications and toprated ranking voted by our clients and partners worldwide. Below you will find a sampling of awards we have won in the recent past.





2017 Winner

Best Corporate Payment Product - Nokia

| Adam Smith Awards 2016 | 2016 Highly Commended Best Card Solution – Boeing | | |
|-------------------------|---|--|--|
| BOEING | 2015 Boeing Supplier of the Year - Leaders' Choice Advantage Award Winner (awarded 2016) First bank to win this coveted award from Boeing | | |
| GIOBAL FINANCE | 2016 Winner – Grand Prize Grand Prize of Best Overall Global Digital Bank was presented to Citi (More than 260 banks were assessed on strategy, features and functionality) | | |
| MastarCard Worldwide | 2015 Winner – Visa Largest payment growth in large market segment 2014 Winner – Visa Largest Purchasing Card Issuer Hong Kong (3rd Consecutive Year) 2014 Winner – MasterCard Highest Growth Rate in Commercial Cardholder Spending (2nd Consecutive Year) | | |
| Adam Smith Awards 2015 | 2015 Highly Commended Best Card Solution – Ericsson | | |
| THANKEL | 2015 Highly Commended (EMEA) Best Corporate Card Solution – Destinations of the World and Xerox | | |
| | 2015 Winner 6th Consecutive Year No.1 Issuer of Corporate Cards by Volume | | |
| Adam Smith Awards | Innovation and Best Practice Winner 2014 • Best Card Solution: The Procter & Gamble Company Highly Commended • Card Solution – Ericsson (2015) • Best Card Solution – Destinations of the World (2014) • Best Card Solution: Home Development Mutual Fund (2013) | | |



| ASIAN ALL PROS | 2015 Winner The Asset Editor's Triple Star for Virtual Card Accounts solution |
|----------------|--|
| | 2013 Winner |
| | Best Overall Commercial Card Issuer |
| GFI | Most Influential Commercial Cards and Payments Executive – Manish Kohli, Global Head of Commercial Cards |
| | 2013 Finalist |

 Best New Commercial Card Program – Citi Commercial Cards offering In China



2013 Winner

Citi Virtual Corporate Card Solution: Treasury Funding: Kuehne and Nagel

Conclusion

Citi is committed to delivering the State of Nebraska the highest level of service and support. We value this opportunity and look forward to collaborating and growing together to find mutual areas of operational efficiency, productivity, and effectiveness to help you better serve your constituents.

Citi looks forward to building a strong relationship with the State of Nebraska as your strategic partner for the Commercial Card Program.



Attachment A

Request for Proposal Number 5791 Z1

Questionnaires

Bidder Name: _Citibank, N.A.____

Bidder should complete all questionnaires provided in this attachment.

Questionnaires A.1-A.7 are to be included as part of the Functional and Technical Proposal.

Questionnaire A.1: Mandatory Requirements

Questionnaire A.2: Baseline Functional and Technical Requirements

Questionnaire A.3: Baseline Functional and Technical Requirements – State Accounting

Questionnaire A.4:Baseline Specific Functional and Technical Requirements – Department of Transportation

Questionnaire A.5:Baseline Specific Functional and Technical Requirements – University of Nebraska

Questionnaire A.6:Baseline Specific Functional and Technical Requirements – Nebraska State Colleges

Questionnaire A.7:Baseline Specific Functional and Technical Requirements Group Travel Card Program - University of Nebraska and Nebraska State Colleges

Questionnaire A.8: <u>Optional</u> Functional and Technical Requirements – University of Nebraska



Questionnaire A.1

Request for Proposal Number 5791 Z1

Mandatory Requirements

Please answer the following six Mandatory Requirements questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

Yes $\underline{\checkmark}$ No _____ Contractor must be an Authorized Issuer of Cards.

Yes $\sqrt{}$ No _____ Contractor must be a financial institution, card-issuing bank, credit card company, charge card company, debit card company, or third-party merchant bank capable of operating the state purchasing card program on behalf of the state and those political subdivisions that participate in the state contract for such services. (Neb. Rev. Stat. §81-118.02)

Yes $\sqrt{}$ No _____ Contractor must have a minimum of five (5) years' experience providing Purchasing Card services to a program of similar size.

Yes $\sqrt{}$ No $\sqrt{}$ Contractor must provide EMV chip card technology.

Yes $\sqrt{-1}$ No $\sqrt{-1}$ Contractor must agree to meet all federal, state and local laws as well as regulations, rules and requirements set forth by the card company/association and overseeing industry.

Yes $\sqrt{-1}$ No $\sqrt{-1}$ Contractor has financial stability to do business with the State of Nebraska. (Refer to Section VI. Proposal Instructions, A. Proposal Submission, 2. Financial Stability.)



Questionnaire A.2

Request for Proposal Number 5791 Z1

Baseline Functional and Technical Requirements

Each bidder should respond in a detailed manner how the bidder **will comply** with the following statements. If you mark No, please explain why you cannot comply with the requirement in the Response or provide an alternate method.

| Req # | Functional and Technical Requirements |
|----------|--|
| Card For | mat and Design |
| 2.1 | Most Purchasing card programs require that cards issued contain no reference to Automatic Teller Machine (ATM) machine usage, can the bidder comply? |

Yes __X__ No ___ Response:

The back of standard Citi cards typically references an ATM logo and telephone number. However, Citi has the ability to remove any reference to ATM/cash if required by the State.

2.2 The cards shall be branded by a national card company/association. The bidder should detail the card branding being offered.

Response:

Citi will comply. For standard logo cards, the Citi logo is located in the upper right-hand corner of each card above the Visa or Mastercard "bug" and hologram. As a dual brand issuer, Citi will work with the State to select the brand of your choice.

Citi's standard card design enables the State to co-brand your cards with the State name, logo, and Tax Exempt information. As part of our standard offering, clients can request a hot stamped logo on our cards, free of charge. Hot stamps provide clients the option to 'brand' a base plastic by placing their logo in the top left hand corner and are available in a variety of monochromatic colors.

2.3 The bidder should detail the national and international acceptance of its proposed branded card products to meet the requirements detailed in this RFP.

Response:

Since Citi is a dual issuer of MasterCard and Visa, Cardholders benefit from the widest acceptance of card payments in the United States and around the world.

The high acceptance rates for Citi's branded commercial card solutions ensure that the vast majority of your expense data feeds into our reporting tools. This will enable the State to analyze spending and negotiate with vendors from a position of strength, allowing you to reduce your costs.

Visa and MasterCard Acceptance

Citi is pleased to offer both Visa and MasterCard network branded cards. Acceptance locations are defined as merchant outlets, offices and ATMs where cards are accepted. The calculation of acceptance figures is based on number of unique merchant ID's (MID) within the associations (each MID identifies individual merchants



with card accepting capabilities). The below acceptance numbers for each network changes daily and is based on self-reporting and data aggregation and, as such, is prone to fluctuation and volatility. Based on Citi's internal research and global experience, we do not see meaningful merchant acceptance differences between Visa and MasterCard globally. See figures 2.1 and 2.2 below.

2.1 Visa Worldwide Acceptance

| Visa Worldwide Acceptance | | |
|---------------------------|-------------------------------|--|
| Region / Country | Total Acceptance Locations | |
| United States | 8,746,054 | |
| Canada | 1,116,504 | |
| EMEA | 17,524,560 | |
| Asia | 12,046,013 | |
| LATAM | 9,624,706 | |
| Worldwide | 49,057,837 | |

As of February 2018

2.2 MasterCard Worldwide Acceptance

| MasterCard Worldwide Acceptance | | |
|---------------------------------|-------------------------------|--|
| Region / Country | Total Acceptance Locations | |
| United States | 10,300,270 | |
| Canada | 978,928 | |
| EMEA | 14,223,154 | |
| Asia | 15,584,817 | |
| LatAm | 8,605,929 | |
| Worldwide | 49,693,097 | |

As of February 2018

Card Issuance, Cardholder Enrollment, and Card Maintenance

2.4

The Contractor is required to accommodate mass card enrollment for programs. The bidder should detail their process for new card enrollment and issuance for conversion.

Response:

New cards can be issued via the Internet or file transmission, as follows in table 2.3:

| 2.3 Card Issuance and Application Process | | | |
|---|---|--|--|
| Online Application Process | Citi hosts cardholder applications and Program Administrator (PA) procedures online via our secure CitiManager tool. Cardholders can use the online application capability supported by CitiManager. Citi Online Applications offers complete cardholder self-registration and workflow approval. | | |
| | Citi's online application workflow accommodates three levels of approval (i.e., line manager, business manager, program administrator). Cardholders enter their demographic information into the system and submit forms electronically to their managers, or your designated next level of approver. Online Application capability is a standard offering. | | |



| File | For all regions, with the enrollment of 10 or more new cardholders, we recommend the Bulk |
|--------------|--|
| Transmission | Online Application (BOLA) option. In this instance, the PA will complete a predefined Excel or |
| (Batch) | text document which is then uploaded into our CitiManager Account Management tool. Once the upload is completed, cardholders will automatically be sent an email to log into the CitiManager tool and complete their portion of the application. |

2.5 The bidder should submit a timeline to convert existing cards to the new program.

Response:

For a program the size and scope of the State's, we anticipate a 120 day conversion.

Upon award of business, Citi will work with the State to establish the contracts, share marketing plans, and finalize conversion planning. Citi will also assign an Implementation Manager supported by a designated implementation team. Your designated implementation team will customize a transition plan according to the State's objectives, as well as develop, document, and maintain a complete project plan detailing the scope of work, completion criteria, deliverables, roles, and responsibilities.

The following sample plan details each implementation task and the estimated timeframe for a successful implementation. Citi recognizes every implementation is unique, and we remain flexible and agile in working with you to ensure a smooth transition. Please refer to diagram 2.4 below.

| | Start Date | | | Day 120 |
|--|------------|-----------|------------|-----------|
| Kickoff Activities Pre-implementation Planning Project Team Organization and Plan Implementation Kickoff Meeting | Day 1-15 | | | |
| Documentation of Requirements Requirements Gathering Documentation and Forms | Day 1-45 | | | |
| Account Opening • Set-up Documents • Program Parameters (Controls, MCCs, 4 th Line of Embossing) | | Jay 20-40 | | |
| Set-up - Hierarchy - Program Design and Production - Business Control File - Card Deployment (if applicable) - File Transmission and Defivery | | Day 35 | -90 | L |
| Validetion and Testing Confirm Transmission of Files | | Day 20-90 | | |
| Training • Discuss Needs and Logistics • Conduct Training | | Day 35- | 20 | |
| Production and "Go Live" • Hand-off and Support During "Go Live" | | | D(ay 60–90 | |
| Post Production Monitoring Monitor Delivery and Provide Assistance | | | | Day 90120 |

2.4 Implementation timelines may vary depending on custom requirements and client resources.

2.6 The Program Administrators or their designees require the ability to self-order new or replacement cards from a secure online website, can the bidder comply? Bidder should provide screen prints of its online enrollment system to meet this requirement.

Yes X No

Response:

Citi's single sign-on portal, CitiManager, provides Program Administrators with an automated, online helping hand for anything from online application processing to real-time maintenance requests. Using CitiManager, Program Administrators can apply for new cards or order replacement cards in real-time.



Program Administrators and cardholders can also call Customer Service 24/7 to request a new card.

For sample screen shots of the cardholder application process, please refer to the attached Appendix - Online Applications Quick Start Guide for Cardholders.

2.7 The Contractor's online card enrollment system shall capture at a minimum, the following information: cardholder's name, address, city, state, zip code, business phone number, alternate phone number, agency/department name, agency business unit coding/cost center, identification number (i.e., currently employee ID #), card blocking strategy, monthly credit limit, and single purchase limit. Can the bidder comply by providing **all** the information listed above?

Yes X No Response:

Standard data requested during the application process will include email address, mobile phone number, hierarchy (determines the businesses unit), cardholder first and last name, address, business telephone number, employee ID and any default accounting string codes that the State may require to be transmitted with each transaction made by the cardholder. The approver/program administrator then applies the card controls to include monthly credit limit, single purchase limit, MCC Group blocking (or permission) and number of permitted transactions by cycle

The following cardholder information is required during the application process.

- Name
- Business
- Phone numbers
- Mailing address (home address if billing address is not home address)
- Verification question (employee number, partial Social Security Number, or date of birth or hire)
- General ledger code (maximum of 24 characters)
- 2.8 Bidder should detail any other fields in the enrollment system available for use (other than those requested in 2.7 above), the purpose of the field, and if it is a required field in the Contractor's enrollment system.

Response:

For more information regarding cardholder information captured during the cardholder enrollment process, please refer to the attached Appendix – CitiManager Online Application Required Fields. Citi offers 8 discretionary code fields that can be renamed to fit the State's identifier needs and are free text fields for greater flexibility in establishing custom program definition. These discretionary fields are available to be included in reporting as needed.

2.9 The State prefers delivery of newly issued cards within 3 business days following cardholder enrollment by the Administrator, can the bidder comply?

Yes X___ No __

Response:

The online application process issues cards within 24-48 hours of initial application.

Cards will be delivered to cardholders or the State Program Administrator via USPS mail within five to seven business days of receiving a complete cardholder application. Should the State require cards to be expedited, we can mail the cards via overnight courier. The cost of such service is outlined in our Citi Pricing Schedule C.

Rush Application

Once the State's program is live, we can accept rush applications via fax. Upon approval, we can request overnight delivery of the card.



2.10 The bidder should explain any and all of its manual intervention in the card issuance or reissuance process. The bidder should detail the quality controls used by the Contractor to ensure cards are issued accurately.

Response:

Our card application process is designed to accept applications electronically. Using the CitiManager Card Management module, the State's Program Administrator(s) may create either individually billed or centrally billed card accounts online and this ensures no intervention in the issuance process.

Card applications can be processed via the Internet or file transmission, as summarized in the following table 2.5:

| 2.5 Methods of New Card Issuance | | | | |
|---|--|--|--|--|
| | Our online module has the ability to process card applications via the Internet in one of two possible ways: | | | |
| | Small volume requests: | | | |
| Program Administrators can enter all information about the prospective cardhold the module. | | | | |
| | Larger volume requests: | | | |
| Internet | Citi invites the State cardholders to apply for a card. Our email to cardholders includes information on the hierarchy they will be under and individual application access codes. | | | |
| | Using the application module within our online system, the cardholder enters the application access code, enters his or her demographic data, and indicates acceptance of the terms and conditions via a checkmark (this serves as an electronic signature). | | | |
| | The State Program Administrator receives an email notice of a pending application and uses the online system to review and approve the application. | | | |
| | Citi's operations facility receives the application | | | |
| File transmission | Citi offers and recommends the Bulk Online Application (BOLA) option through file transmission. BOLA can be used when ten or more new cardholders need to be enrolled. | | | |

Card Application Reporting

We work with clients to establish the appropriate process and reporting to track card issuance and activation. As part of the implementation process, we will work with the State to set up the appropriate reviews to ensure accurate data for card applications. This is usually attained by validating the enrollment data feeds received from client Human Resource (HR) systems.

Renew / Reissue

Citi automatically renews accounts in good standing, unless the State instructs otherwise, such as restricting renewal to cards used within the last 12 months. Renewals do not require new applications.

We only renew accounts with a past due or pre-suspension status with the approval of your Program Administrator(s). Renewal reports are issued three months in advance of the expiration date, giving the State ample time to review accounts with this status.

We reissue cards at least 30 days in advance of the expiration date of the previous card to ensure cardholders receive their new cards before the old ones expire. The new card may be activated prior to the expiration date of the old card, and the old card becomes inactive upon activation of the new card.

Data on the card remains the same, unless instructed otherwise by the State's Program Administrator(s). The card account number remains the same. We use our normal delivery methods, unless instructed otherwise by the State. Emergency rush card delivery is available via overnight courier, if necessary.



2.11 The Contractor may not deny card issuance to any cardholder approved by the card programs for set up, unless required by Federal or State law or a card company/association age restriction. Can the bidder comply?

Yes X No

Response:

Citi will provide cards to individuals as directed by the State.

2.12 The Contractor may not require or complete a credit line approval process or perform a credit check on an employee or an entity participating in **any** program. Can the bidder comply?

Yes X_ No _

Response:

An individual credit check is not necessary for a corporate liability account, including the Citi Purchasing Card.

2.13 The bidder should detail their ability/process to detect, investigate, notify card programs, and/or deter duplicate card issuances.

Response:

We work with clients to establish the appropriate process and reporting to track card issuance and activation. As part of the implementation process, we will work with the State to set up the appropriate reviews to ensure accurate data for card applications. This is usually attained by validating the enrollment data feeds received from client Human Resource (HR) systems. Our system tracks and reviews for potential duplication of card issuance. When a potential duplication is identified, Citi contacts the program administrator for verification.

2.14 On occasion, card programs may require two or more cards to be issued for the same cardholder for accounting purposes. The bidder should address how it identifies legitimate requests for duplicate cards for the same cardholder.

Response: Citi's system prevents duplicate issuance of cards to a single individual. Providing a second card to an individual is an exception process that operates outside the online system. Citi will work with the State to establish a mutually agreed process to simplify and streamline this exception.

2.15 The card programs require that issued cards be mailed directly to the Program Administrators or his/her designee via expedited delivery. The bidder should include a description and flow chart of the card distribution process including issuance timeframes.

Response:

Citi can mail cards (in a deactivated state) in bulk to a program administrator's business address. We also allow for alternative recipients as directed by the PA. This should be identified during implementation in order to have the correct names, addresses and alternatives loaded into our system.

Online Application Process Flow





Diagram 2.6 - Application Process Flow

Delivery Schedule / Timeline

Cards will be delivered to the State Program Administrator via bulk shipping delivery within 24-48 hours of receiving a complete cardholder application.

Rush Application

Once the State's program is live, we can accept rush applications via fax. Upon approval, we can request overnight delivery of the card.

We will not charge the State for rush applications, issuance, or delivery.

Standard Lead-Time (Existing Accounts)

Once the Program Administrator uploads the cardholder information to the CitiManager Library, cards typically ship the next day.

Standard Lead-Time (New Accounts)

The online application process issues cards within 48 hours of initial application.

2.16 The card programs require the ability to customize the card carrier information mailed along with issued cards. The card programs understand that certain language is required on the card carriers by the card companies. The card programs shall exclude language pertaining to interest rates, statement billing, and on-line account access. Industry-related pamphlets are not to be included. Can the bidder comply?

Yes X No

Response:

In addition to custom cards, our solution includes the option to customize all the cardholder communications including the card carrier, envelope, "tips" sheet, and cardholder website.

2.17 The bidder should detail, in years, how often cards are reissued.



Response:

Citi's cards are valid on average for three years. As part of our fraud prevention measures, we stagger our expiration dates for new programs.

2.18 Can the bidder mail reissued cards directly and securely to the Program Administrator?

Yes X No

Response:

The State can elect to have centrally billed account cards mailed to central addresses. The State can specify card delivery preferences at the time of your implementation. This process can be changed at any time during the contract.

2.19 The bidder should detail advance timing of card reissuance prior to original expiration.

Response:

Citi automatically renews accounts in good standing, unless the State instructs otherwise, such as restricting renewal to cards used within the last 12 months. Renewals do not require new applications.

We reissue cards at least 30 days in advance of the expiration date of the previous card to ensure cardholders receive their new cards before the old ones expire. The new card may be activated prior to the expiration date of the old card, and the old card becomes inactive upon activation of the new card.

Card Renewal Report

Via the CitiManager Custom Reporting module, the State can access renewal report listing accounts due to expire and identify account name, account number, expiration date, as well as other information required to determine renewal status.

2.20 Can the bidder allow the Program Administrators to activate reissued and new cards?

Yes No X_

Response:

The cardholders must activate their own cards as this is where the PIN creation is required.

2.21 Can the Program Administrator reserve the right to require certain reissued cards be issued with original expiration date?

Yes ____ No __X__

Response:

The cards are automatically reissued with new expiration dates. We would be unable to pick/choose expiration dates for certain cards.

2.22 The bidder should detail its notification policies and procedures for lost, stolen, or fraud card status changes on an account.

Response:

In the case of a lost or stolen card, we advise Cardholders to notify Citi's Customer Service Unit immediately to remove the potential for any fraudulent charges. In most cases, we can provide a Cardholder a new account number and expiration date the same day, or the following morning at the latest.

Emergency card replacement is within 24 hours, provided that the request is received by 3:00 p.m. (ET). The process to request an expedited card is to contact your Client Account Services (CAS) Manager or PA Service Team prior to submitting the application. The CAS Manager or PA Service Team will facilitate the process of creating the replacement card and requesting delivery to the location or address as specified by the State.

Follow-up Call from Program Administrator

After a card is initially reported lost or stolen, a Program Administrator will typically follow up on behalf of the cardholder to request a new account number and overnight delivery, if needed, as well as to obtain a tracking number. The State's Program Administrators can also call to request the account be closed and transferred.



The role of your CAS Manager or PA Service Team during this process is to:

- Perform account closures and transfers
- Provide the account and tracking numbers
- Review last charges
- Review address for new card delivery
- Order cards
- Process card pulls

Fraud Overview

Citi is the industry leader in predicting and identifying fraud; with overall fraud losses significantly lower than industry averages. Through our state-of-the-art fraud prevention technology and association partnerships, we dedicate ourselves to identifying and preventing fraudulent activity.

Citi works closely with MasterCard, Visa, and other banks in the market and industry partners, to protect against fraud. We share with one another what types of fraud are emerging and what strategies we are using to prevent it. We believe a consolidated industry approach is beneficial to everyone.

Our existing Fraud Early Warning System (FEWS), along with 100% Chip and PIN, implementation of 3D Secure, and Multi-Factor Authentication criteria are clear demonstrations of all the measures that Citi is taking to further address and protect against the unauthorized use of cardholder accounts.

While we already employ sophisticated tools and technologies to identify potential fraud, your partnership is also important to us and we recommend that, in addition to the security measures you may already have in place, you and your cardholders undertake certain activities to help protect your organization and your cardholders.

Citi has introduced a new era in card technology by migrating cards to latest Chip and PIN technology. Data security is critically important to both the State and Citi and using cards that have the Chip and PIN technology provides an added layer of security and convenience in particular if you are travelling abroad. Chip and PIN cards contain an encrypted microprocessor that is embedded in the card. If the card is lost or stolen the embedded microchip makes the card extremely difficult to counterfeit. All Citi Chip and PIN cards will continue to have a magnetic strip, enabling cardholders to use their Citi Chip and PIN cards at merchants who have not adopted Chip and PIN card and technology. No personal information about the cardholder account (outside of the account number, expiration date, PIN and Security Code) or cardholder is stored on the microchip.

Fraud Early Warning System (FEWS)

Our proprietary Fraud Early Warning System (FEWS) continuously screens credit card activity. This system contains various fraud profiles and algorithms and queues all transaction activity for measurement against those profiles. We score transactions based on these algorithms to determine the likelihood that a suspect transaction is fraudulent. Our goal is to provide uninterrupted service to our clients, while identifying and preventing fraudulent activity.

If a transaction fitting current fraud trends occurs on an account, the account is queued and potentially blocked. Citi's Fraud Early Warning team reviews the flagged transaction and verifies whether or not it appears to be fraudulent. If fraud is suspected, a specialist will reach out to the cardholder. Citi Commercial Cards will attempt to reach cardholders through phone, letter, text and email. By using these contact methods, we can notify cardholders anytime, anywhere, which allows us to manage card activity and fraud faster and more efficiently.

In the case of fraudulent activity, the account number is shut down and our Security Services Department begins to investigate the issue upon receipt of an affidavit from the client. These are standard services offered by us to all of our clients, corporate and consumer, and there are no associated fees.

3D Secure: Pre-Transaction, Authorization Process

Citi has introduced 3D Secure (also known as MasterCard Secure Code or Verified by Visa) to reduce third party fraud. 3D Secure is a pre-transaction, authorization process to authenticate cardholders using their



credit card at a participating e-commerce merchant. Online third party fraud detection is becoming more prevalent due to increased Chip and PIN adoption and this is expected to grow in the U.S. as Chip and PIN becomes more common.

3D Secure works at the point of sale, where the cardholder's credit card number is verified against a set of business rules (set by the issuer) and:

- If the authentication is positive, then the transaction is sent to the card issuer for authorization
- If the authentication is negative, the cardholder is asked for a One-Time Password (OTP), delivered by the issuer to the cardholder on file via SMS (or Email, in some cases). If the cardholder then enters the password correctly when prompted, the cardholder will be positively authenticated, and the transaction would be sent to the card issuer for further authorization.
- If the cardholder does not enter the correct OTP, then they will receive a message stating the transaction cannot be processed and will be advised to call Citi's Customer Service

Client Fraud Reporting Tools

In additional to internal fraud processes performed by Citi, we have a number of tools available to the State to identify irregularities and misuse, and to assist it with internal audit. Controls include transaction blocking based upon MCC code and dollar amount, dollar limits for specific MCC groups, and temporal controls utilizing a number of transactions and aggregate dollar amounts. These controls are the single most effective way to enforce the State's spending policies.

Through CitiManager, the State can leverage the following features for spend level monitoring:

- Transaction flagging for special action review
- Routing of approved statements to a manager for a second level review.
- The ability to email review output to Compliance / Audit within the State
- Direct view capability for Audit, Compliance, financial officers, and Program Administrators

In addition, CitiManager has a front page seen immediately after log in, which enables us to publish important information to our clients. Using this same functionality, your Program Administrator(s) can post messages to the cardholders to communicate critical updates.

The CitiManager Online Library provides several types of reports the State can use to detect suspicious or fraudulent transactions and provide insight into potential misuse of the program, including, account statement exceptions, account spending exceptions, SIC exceptions, declined authorizations, and account dispute reports.

Citi Fraud Team in Action: Fraud Prevention, Detection, and Recovery

Citi's Commercial Cards fraud management team knows how commercial card programs work, which limits "false positive" situations that can interrupt cardholders' legitimate purchases. Our Fraud Management Team is part of the Commercial Cards business and fraud analysts are co-located with your designated Client Service Team.

By partnering with Citi, the State will benefit in the following fraud prevention, detection, and recovery services:



| Fraud Analytics: Prevention & Detection | Analytics | Continually identify unusual spending patterns Determine common points of compromise with Citi partners and external working groups |
|--|-----------------------------|--|
| | Strategy Development | Review fraud dollar losses by fraud type Establish fraud risk and thresholds by type |
| Fraud Early Warning: Detection | Transaction Verification | Determine validity of transaction in question via experienced fraud rep account review |
| | Notification | Verify cardholder activity using best practices Monitor High Risk accounts after fraud attempt |
| Security Operations: Recovery & Deterrence | Recovery | Investigate fraud disputes Execute chargeback / recovery process |

Fraud Recovery Services Chart 2.7

Fraud Notification

Citi Commercial Card Client Delivery contacts cardholders where fraud is suspected on the cardholder's account using advanced technology to create a single source solution to contact cardholders via email and text message.

Immediate communication with the cardholder will limit losses related to fraud and minimize cardholder impact.

Notice of Fraud Resolution

Citi uses extensive fraud monitoring and resolution techniques. Once fraud is reported or identified, the State can use Citi's reporting module to view the status of accounts. If fraud is suspected, cardholders will be notified directly to confirm whether their card has been lost or stolen. Each charge noted and confirmed as fraud will be credited back on the cardholder statement.

2.23 How are the cardholder and administrator notified of fraud attempts?

Response:

When Citi detects potential fraud, the card is blocked immediately and the cardholder receives notification via SMS alert. If the cardholder does not respond, the transaction will not be approved, the block stays in place, and Citi notifies the State's Program Administrator(s) by email. If the cardholder responds to the SMS alert (by return text or by calling the help desk) and verifies the validity of the transaction, the card block is removed.

Citi can add the Program Administrator's email address to our fraud alert system, so the State and the cardholder would be notified simultaneously. It is important that contact information is updated by the State on a regular basis to ensure that emails and alerts are delivered to the correct recipient.

2.24 The bidder should detail the process and timeline of card reissuance due to lost/stolen or fraud.

Response:

Emergency card replacement is within 24 hours, provided that the request is received by 3:00 p.m. (ET). The



cardholder should contact customer service to report the lost/stolen card status and provide the necessary information for the emergency card delivery.

2.25 The bidder should detail their ability to set up an account without issuance of plastic (e.g., Virtual Accounts). Describe the set up process, stipulations, timing and means of providing account information to the Program Administrator.

Response:

Citi offers several non-plastic card solutions to our clients. These offerings include the Citi Virtual Card Account, Ghost Card, and Central Travel Account.

Citi Virtual Card Account Overview

Citi's Virtual Card Account (VCA) solution enables clients to generate multiple virtual account numbers for specific purchases or invoice settlements with their suppliers. Citi leads the competition in the virtual card space, with a solution in 42 markets and 30 local currencies. As a dual issuer, we offer the choice of Visa and Mastercard for your program. For Virtual cards, we provide the below responses for Visa and Mastercard separately.

Mastercard VCA Solution

Citi VCA can complement and help maximize growth of an existing Purchasing Card program, or be used as a standalone solution to streamline purchasing. VCA's secure capabilities make it an ideal solution for card-not-present transactions made online, via phone, or mail order. It also forms the backbone of Citi's VCA for Accounts Payable solution, an end-to-end file-based solution targeting post-invoice payments with value added services such as supplier enablement and support.

Citi's VCA solution generates a unique, plastic-less 16 digit virtual card number for each transaction. The virtual card numbers are generated off of a real billing account, which is never shared within your organization or with your suppliers to safeguard against misuse. Citi does not re-use Virtual Card Account numbers, which minimizes exposure to fraud. In addition, each virtual card is issued with the State-specific authorization controls based on the State's purchasing needs. These granular, transaction-level controls ensure that each virtual card is processed correctly by the relevant supplier. Charges by suppliers outside of these pre-set conditions will be declined. Additionally, the State can opt to leverage the platform's workflow capabilities to route select transactions for additional pre-approvals before virtual cards are created.

Virtual card details and related remittance advice are sent automatically and securely via email to suppliers, helping to streamline vendor management. Emails are encrypted during transmission using the Transport Layer Security (TLS) protocol for maximum security and data protection.

In addition to its secure payment capabilities, VCA provides enhanced card transaction data that enables streamlined program reporting, improved audit capabilities, and automated reconciliation processes. Each virtual card created can be enriched with client specified data elements, such as Purchase Order Number, or Supplier ID. The State can access this data, appended to the underlying transaction details, via Citi's reporting tools or through files delivered directly to your ERP system to automate reconciliation.

Visa VCA Solution

Citi's VCA solution can complement and help maximize growth of an existing Purchasing Card program, or it can be used as a standalone solution to streamline purchasing. VCA's secure capabilities make it an ideal alternative for card-not-present transactions made online, via phone, or mail order. It also forms the backbone of Citi's VCA for Accounts Payable solution, an end-to-end file-based solution targeting post-invoice payments with value added services such as supplier enablement and support.

Citi's VCA solution generates a unique, plastic-less 16 digit virtual card number for each transaction. The virtual card numbers are for one-time use, which safeguards against misuse. Each VCA is issued with the State -specific authorization controls based on the State's purchasing needs. These granular, transaction-level controls ensure that each virtual card is processed correctly by the relevant supplier. Charges by suppliers outside of these pre-set conditions will be declined. Additionally, the State can opt to leverage the platform's



workflow capabilities to route select transactions for additional pre-approvals before virtual cards are created.

Instructions for accessing the VCA number and related remittance advice are sent automatically and securely via email to suppliers, helping to streamline vendor management. Additionally, the platform also supports Straight Through Processing (STP) card based payments that securely and automatically deposit the funds directly into your supplier merchant account.

In addition to its secure payment capabilities, VCA provides enhanced card transaction data that enables streamlined program reporting, improved audit capabilities, and automated reconciliation processes. Each VCA card created can be enriched with client specified data elements, such as Purchase Order Number, or Supplier ID. The State can access this data, appended to the underlying transaction details, via Citi's reporting tools or through files delivered directly to your ERP system to automate reconciliation.

The following controls can be set for each virtual card number created. Moreover, additional controls can be set at the billing account level (real card number level), such as MCC blocking to provide an extra layer of program control, as needed.

The following graphic 2.8 illustrates controls on billing numbers:



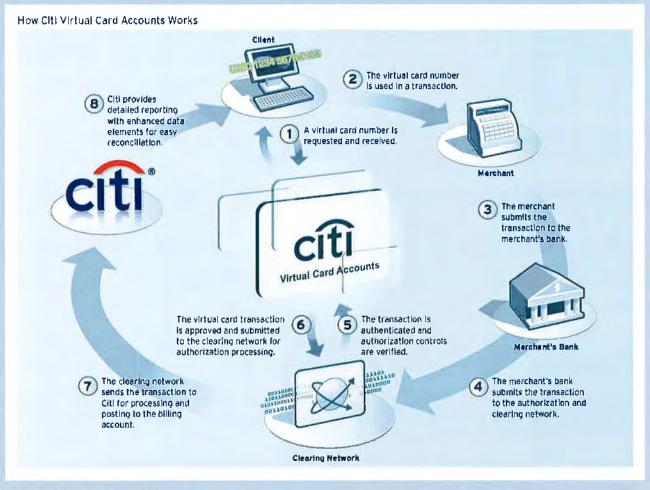


Required VCA Issuance Parameters

Citi's Virtual Card Accounts (VCA) platform requires a basic set of parameters to generate a Virtual Card Number (VCN), including amount, validity period, and any additional controls pertaining to that individual VCN. The control parameters are configured at the time of implementation to meet the State's requirements. The client also has the option of capturing client specified custom data fields for each VCN request to easily track, reconcile, and allocate payments.

No special setup or training is required for a vendor to accept VCA payments if they already accept other card payments. The only information needed is an email address to which the remittance email containing the VCN will be sent.

Process Flow of Virtual Card Account (VCA) Transaction





Ghost Card Overview

Citi's ghost card solution is offered to customers who frequently do business with preferred vendors and have recurring payments. The ghost card solution enables employees, for whom an individual card is unnecessary, to make purchases more quickly and efficiently than a traditional purchase order process typically allows. Additionally, an account number can be assigned to the vendor and authorized employee transactions occur without having to use multiple cards or accounts.

Benefits of the ghost card solution include:

Allows many employees to purchase without issuing multiple cards (open accounts), simplifying payment



processing and oversight

- Integrates with ERP systems or Electronic Purchasing Systems
- Allows for a high level of control
 - MCC-specific controls
 - Temporary credit limits
- Reduces the risk of lost or stolen cards

With the Ghost Card, you can use one number per supplier or one for each payment depending on your procure-to-pay system. Many clients use an assigned account per supplier and send cost center or Purchase Order (PO) information with the electronic requisition / PO. This information is then returned with the financial transaction for Level II and Level III suppliers for use in reconciliation. Typically the system-generated PO number is used to assist with reconciliation along with the date, merchant name, and dollar amount.

Central Travel Account Overview

Citi's Central Travel Account (CTA), is a centrally billed corporate account that captures enhanced data by matching travel agent invoice data with financial transactions. The CTA provides a source of enriched travel data for matched transactions, allowing for detailed reporting.

Citi recognizes the ease of reconciliation, accountability, and spend visibility that is inherent with Corporate Cards. Therefore, Citi recommends providing individual employees the T&E Card for managing their day-today travel expenses, while using a centrelly billed account for functions in which individual Corporate Cards are not typically assigned, such as bulk and travel purchases, visiting staff, for expenses where employees are not issued a card.

Citi's Central Travel Account (CTA), is a centrally billed corporate account that captures enhanced data (such as cost center number, employee IDs, and invoice number) by matching travel agent invoice data with the Citi financial transactions (card swipe). Citi's CTA solution provides a source of enriched travel data for matched transactions, allowing for detailed reporting on travel spend and reconciliation.

Although Citi recommends using CTAs only for air spend (such as airline transactions and agency fees), this solution can also be used for any type of transaction, including car service and hotels. Increasingly, however, clients have opted to use our Citi Virtual Card Accounts for direct billing for travel.

Central Travel Accounts Using the Citi Virtual Card Accounts (VCA)

As an alternative to our traditional CTA offering, Citi also has the unique ability to provide a centralized payment tool for travel that further simplifies the reconciliation process by using a unique virtual card number for every booking made. This is accomplished through the use of our industry-leading Virtual Card Account (VCA) offering, which offers local currency issuance in 41 markets and 29 currencies.

Should the State be interested in setting up direct billing with hotels or other travel providers, Citi would recommend using our VCA solution to augment the use of traditional Citi Corporate Cards for employees and CTA for bulk travel bookings.

Citi's VCA solution enables clients to generate unique virtual account numbers to easily pay for and reconcile direct hotel bills and standard airline purchases. VCA can be used for post-invoice payments and "card-not-present transactions" made via the Internet or phone.

Citi's Virtual Card Account solution offers three interfaces to request virtual card numbers: a Web site, batch file, and real-time Application Programming Interface (API). Appling the API interface, Using VCA, a unique virtual card number would be created for each travel purchase.

For each virtual card number, the State can choose to append up to 29 unique data elements – such as Travel Purpose, Hotel Fax Number, or Airline Booking Number – which would increase the overall match-rate for booking transactions. VCA transaction data is available for query and reporting within Citi's online reporting tools and can be delivered in a file format that meets the State's needs.

In addition, each virtual card can be set with granular transaction-level controls that limit use to a pre-specified amount, specific validity period and at particular hotels, airlines or other travel suppliers authorized by the



State. These controls provide Citi clients with even greater assurances that supplier card payments are processed appropriately and in compliance with corporate policy.

Suppliers can receive the virtual card number and associated remittance data for payment processing via a secure TLS-encrypted email. Additionally, Citi is developing a capability to deliver similar data plus a card image via fax to ensure acceptance at hotels and other merchants that may require a visual image of a card before approving a transaction.

2.26 The bidder should identify all parameters necessary for enrollment (including default parameters). The bidder should detail how parameters are created, identified, maintained, managed, and ultimately discussed with the Program Administrator.

Response:

Standard data requested during the application process will include email address, mobile phone number, hierarchy (determines the businesses unit), cardholder first and last name, address, telephone number, employee ID and any default accounting string codes that the State may require to be transmitted with each transaction made by the cardholder.

The following cardholder information is required during the application process.

- Name
- Business
- Phone numbers
- Mailing address (home address if billing address is not home address)
- Verification question (employee number, partial Social Security Number, or date of birth or hire)
- General ledger code (maximum of 24 characters)

Application Process

New cards can be issued via the Internet or file transmission, as follows in table 3.0:

| | 3.0 Card Issuance and Application Process | |
|----------------------------------|--|--|
| Online Application Process | Citi hosts cardholder applications and Program Administrator (PA) procedures online via our secure CitiManager® tool. Cardholders can use the online application capability supported by CitiManager. Citi Online Applications offers complete cardholder self-registration and workflow approval. Up to three levels of approval can be included (i.e., line manager, business manager, program administrator). Cardholders enter their demographic information into the system and submit forms electronically to their managers. Online Application capability is provided at no extra cost. | |
| File Transmission (Batch) | For all regions, with the enrollment of 10 or more new cardholders, we recommend the Bulk Online Application (BOLA) option. In this instance, the PA will complete an Excel or text document which is then uploaded into our CitiManager Account Management tool. Once the upload is completed, cardholders will automatically be sent an email to log into the CitiManage tool and complete their application. | |
| C T | Bidder should describe the process and timing of modifying, adding and/or restricting Merchan Category Code (MCC) access. The card programs require the ability to make single MCC modifications at the account level. The card programs require temporary or permanent real tin changes. The bidder should indicate its ability to accommodate these requirements. | |
| | | |

Response:

The State can establish or modify card controls at the company, department, or cardholder levels in real-time.

The State can assign controls at the individual cardholder level without limitation and can modify these controls on an ongoing basis. The State can assign dollar limits by MCC categories and can include or exclude groups of MCC codes in the individual cardholder profile by contacting your designated Client Account Service



Manager via phone, email, or fax. Citi can provide the State with recommendations and a list of codes that are frequently blocked for the specific program type.

Blocked MCCs - Forced Authorizations

To enable transactions on blocked Merchant Category Codes, the State can request a forced authorization. To obtain a forced authorization, the State's Program Administrator calls your designated Client Account Service Manager with the details of the proposed purchase, including the merchant name and phone number, transaction amount, and the timing of the transaction. The State then instructs the merchant to contact Customer Service at the agreed time to obtain authorization.

Temporary Controls

CitiManager will allow the State's Program Administrators to temporarily increase or decrease a credit limit, cash limit or single purchase limit, until a specified date (not to exceed 180 calendar days), at which time it will revert to the original setting. These controls can also be changed by contacting your service team.

- 2.28
- Bidder should describe their options to control (decline/authorize) card transactions. Controls
- may include, but are not limited to the following:
- 1. Merchant Category Codes (MCC)
- 2. Standard Industry Classification Codes (SIC)
- 3. North American Industry Classification System (NAICS)
- 4. National Institute of Governmental Purchasing Code (NIGP)
- 5. Unique merchant identification number.

Response:

The Associations, Visa and Mastercard, use the Merchant Category Code system for vendor management and controls. The MCC is Citi's system for vendor management. The State can assign controls at the individual cardholder level without limitation and can modify these controls on an ongoing basis. For example, the State can assign dollar limits by MCC categories and can include or exclude groups of MCC codes in the individual cardholder profile by contacting your designated Client Account Service Manager via phone, email, or fax. Citi can provide the State with recommendations and a list of codes that are frequently blocked for travel and entertainment programs.

The following Merchant Category Codes in table 3.1 are normally blocked on any type of program:

| | 3.1 North America MCCs Blocked by Default | |
|------|--|--|
| 5311 | Department Stores | |
| 5732 | Electronic Stores | |
| 5944 | Jewelry, Watch, Clock, and Silverware Stores | |
| 7273 | Dating Services | |
| 7297 | Massage Parlors | |
| 7800 | Government-Owned Lotteries | |
| 7801 | Government-Licensed Casinos (Online Gambling) | |
| 7802 | Government-Licensed Horse/Dog Racing | |
| 7841 | DVD/Video Tape Rental Stores | |
| 7995 | Betting, Including Lottery Tickets, Caeino Gaming Chips, Off- Track Betting, And Wagers At Race Track | |
| 9211 | Court Costs, including Alimony and Child Support | |
| 9222 | Fines | |
| 9223 | Bail and Bond Payments | |
| 9311 | Tax Payments | |



9401 I-Purchasing

Citi does not utilize the North American Industry Classification System (NAICS) or National Institute of Governmental Purchasing Code (NIGP).

2.29 Bidder should describe the ability/process to block/restrict specific merchants and/or specific items.

Response:

Specific merchant level and product type blocking is unavailable at this time.

2.30 The Program Administrator or his/her designee requires the ability to make real-time, on-line changes to an account. These changes include, but are not limited to billing address, department name, phone numbers, cost object code, business unit, personnel identification number, employment termination or non-renewal. Bidder should detail supporting controls and timing from change request to enforcement.

Response:

Within CitiManager, the following fields are updated in real time with account details and transaction authorizations. Some fields may also be maintained by the State's Program Administrator(s) and are updated immediately in the system. CitiManager also enables your Program Administrator(s) to request replacement cards. Refer to table 3.2 below.

| 3 | .2 Real Time Account Management in CitiManager |
|---|--|
| Cardholder Information | Account name 1 and name 2 Master accounting code Home and work phone number Address 1, 2, city, state, postal code |
| Card Limits & Authorization Controls | Available credit, current balance, previous balance, current amount due, days past due Disputed amount Credit limit and cash advance limit (percentage) adjustments Single transaction limit Daily, cycle, and monthly number of transactions Daily, cycle, and monthly dollar amount |
| Merchant Category Code Group Limits | MCCG name, action, and status MCCG daily, cycle, and monthly number of transactions MCCG daily, cycle, and monthly dollar amount MCCG use, parent limits, groups, and velocity |
| Account Closure | Account status (choices of No Longer Employed, Cardholder Request, Company Request) |
| Replacement Card Request | Standard delivery only (Lost/Stolen/Fraud are exceptions) |
| Card authorizations | Up-to-the-minute information |

The State's Program Administrator(s) can self-manage the entire commercial cards program in a secure, online environment via CitiManager. The system enables fast responses by Program Administrators in making changes to any card account.

CitiManager is a comprehensive Web-based program offering account setup and management, rapid data delivery, and essential service functions. CitiManager supports multi-level electronic workflow approval and reallocation capabilities that integrate seamlessly with the State's financial systems. It provides a single access point for the State Program Administrators to perform program management functions, including:

Approving, cancelling, and reinstating cards



- Cancelling or closing card accounts
- Establishing or modifying card controls at the company, department, or cardholder levels
- · Viewing and managing all transactions in the designated hierarchy
- · Setting and managing all accounting codes pre-authorized for use online.
- 2.31 The bidder should detail their process and procedures to enforce MCC codes upon card activation. The bidder should detail their process to monitor MCC parameters to verify only legitimate transactions are allowed on accounts.

Response:

Blocked MCC transactions cannot be authorized, as all authorizations assess against the MCC template and such transactions would be declined. However, transactions less than the "floor limit" (which differs for various vendor types) do not require authorization and, therefore, can be accepted. Under-floor-limit transactions post to the account, and the State retains the ability to dispute the transactions.

We recommend the State cancel any recurring charges on closed or transferred accounts. A dispute can be initiated if the State has cancelled a recurring charge and the merchant continues to submit transactions.

Once an account is updated with a closed status, all authorizations are declined. Accounts that have been closed for security reasons are monitored for trailing activity related to the compromise, and appropriate action is taken by Citi to remove the transactions from the account. The State's cardholders or Program Administrator(s) will be required to identify any improper charges with a transaction date prior to the account closure.

Merchant Reports

Citi provides robust, detailed, merchant level reporting to empower clients with critical insights into their spending across their entire merchant base. The CitiManager Custom Reporting System contains several reports, both at the merchant level and Merchant Category Code (MCC) level, which are intuitive and easy to use, yet customizable to client needs.

The State can access the following merchant reports through the CitiManager Custom Reporting module:

- All Transactions by Merchant Name Provides transaction level detail by merchant name with date range prompt
- MCC Summary Provides merchant level detail with total transaction amount
- Spend Summary by MCC This report provides a breakdown of spend by Merchant Category Code (MCC).
- Spend Summary by Merchants This report provides a summary of spend at top vendors.
- Transaction Spend Details by Merchant This report allows an end user to review the spend at a specific merchant.
- 2.32 The card programs require the Program Administrator to modify account limits, both temporary and permanent, within an on-line system. The bidder should detail its accommodation of this requirement and how soon those changes are enforced. Examples of on-line changes would be monthly limits, strategy changes, override, credit limit changes, blocking strategy changes, demographics.

Response:

The State can submit a simple file maintenance form to effect card control and restriction changes. This form can be used for changes to the entire program or at the individual cardholder level. The form is sent to Customer Service for input.

Controls may be changed at any time via the following methods:

- The State's Program Administrator(s) can use the CitiManager Card Management module to update a cardholder's profile online, including controls. Your Program Administrators can also use templates to change various sets of parameters. These changes are real-time in Citi's system.
- · An authorized State representative may contact your designated Client Account Service Manager via



phone, email, or fax.

Cardholders are not authorized to change any program controls. Only Program Administrators have the authority to change these controls. See table 3.3. below.

| 3.3 R | eal Time Account Management in CitiManager |
|---|---|
| Cardholder Information | Account name 1 and name 2 Master accounting code Home and work phone number Address 1, 2, city, state, postal code |
| Card Limits & Authorization Controls | Available credit, current balance, previous balance, current amount due, days past due Disputed amount Credit limit and cash advance limit (percentage) adjustments* Single transaction limit Daily, cycle, and monthly number of transactions Daily, cycle, and monthly dollar amount |
| Merchant Category Code Group Limits | MCCG name, action, and status MCCG daily, cycle, and monthly number of transactions MCCG daily, cycle, and monthly dollar amount MCCG use, parent limits, groups, and velocity |
| Account Closure | Account status (choices of No Longer Employed, Cardholder Request, Company Request) |
| Replacement Card Request | Standard delivery only (Lost/Stolen/Fraud are exceptions) |
| Card authorizations | Up-to-the-minute information |
| | detail the process of varied card program set up. If bidder offers varied Ilment occur through the same website? The bidder should detail their qu |

programs, will enrollment occur through the same website? The bidder should detail their quality assurance process to ensure cards are issued with correct plastic appropriate for that card program.

Response:

Varied, or multiple, card programs are enrolled using the same card enrollment process. One of the controlling features in building programs into Citi systems is the hierarchy. Controls can be set at each level of hierarchy and this also allows for determination of the card plastic by product line and within hierarchies in each product line. New cards can be requested via CitiManager or file transmission, as follows in table 3.4:

| 3.4 Card Issuance and Application Process | |
|---|--|
| Online Application Process | Citi hosts cardholder applications and Program Administrator (PA) procedures online via our secure CitiManager® tool. Cardholders can use the online application capability supported by CitiManager. Citi Online Applications offers complete cardholder self-registration and workflow approval. Up to three levels of approval can be included (i.e., line manager, business manager, program administrator). Cardholders enter their demographic information into the system and submit forms electronically to their managers. |
| File Transmission (Batch) | For all regions, with the enrollment of 10 or more new cardholders, we recommend the Bulk Online Application (BOLA) option. In this instance, the PA will complete an Excel or text document which is then uploaded into our CitiManager Account Management tool. Once the upload is completed, cardholders will automatically be sent an email to log into the CitiManager tool and complete their application. |



During the pilot/test phase of an implementation, quality, including issues such as correct plastic, will be confirmed by the pilot/test group of cardholders.

2.34 What is the process for expediting card issuance for new or replacement cards? What is the turnaround time? Can expedited card delivery be redirected?

Response:

Cards will be delivered to cardholders or the State Program Administrator via USPS mail within five to seven business days of receiving a complete cardholder application.

Standard Lead-Time (Existing Accounts)

Once the Program Administrator uploads the cardholder information to the CitiManager Library, cards typically ship the next day.

Standard Lead-Time (New Accounts)

The online application process issues cards within 48 hours of initial application

Rush Application

Once the State's program is live, we can accept rush applications via fax. Upon approval, we can request overnight delivery of the card.

Card delivery addresses are established initially at implementation; however, the addresses can be maintained at any time. CitiManager houses an alternative address for your selection to redirect delivery. You also have the ability to contact your CAS to effect a redirection of card delivery. Emergency rush card delivery is available via overnight courier, if necessary.

New cards can be expedited during enrollment via a drop-down box in the online application or by the Program Administrator marking an X in the expedited field of the Bulk Online Application (BOLA) spreadsheet.

Once a card is ordered Citi cannot redirect their delivery; however, if an alternate address is needed, then the updated address will need to be provided to Customer Service or Citi before the card is requested.

2.35 The bidder should detail memo functionality within their online system available to the Program Administrators and to the Contractor.

Response:

CitiManager's key functionality allows Program Administrators to add notes to transactions in order to assist with online account management.

2.36 The bidder should detail the ability of Program staff to view Contractor notations on an account housed in the Contractor's online solutions.

Response:

The State's Cardholders will receive a seamless customer service experience when interacting with our customer service staff. Citi Commercial Cards customer service uses an online tool, Citi Source, to facilitate Cardholder conversations and provide timely, accurate information. Citi Source enables our customer service representatives to share the information the State wishes to provide to its Cardholders – including policy updates, temporary credit line increase authorization, etc. – seamlessly and without ancillary steps.

Citi is currently building new functionality within CitiManager that will allow our clients to view customer service updates and comments in the near future.

2.37 The bidder should detail its card stock management process in preparation for new card and card re-issuance.

Response:

Citi's physical plastic card inventory is managed by Gemalto, an international digital security company. Gemalto has a secure storage vault, and plastics are audited by the specified amount received, i.e., if the plastic vendor ships 1,038 plastic units, then the vault will expect that exact amount. Should there be a tally



discrepancy, an investigation will be conducted. Gemalto's production floor is secured and only necessary team members are allowed in the production facility. Plastic blanks arrive at the embossing facility by armoured car. The plastics do not have any "data" on them until they are embossed. Gemalto has a global presence and are held to Citi's strict SLA and quality standards. Gemalto embosses for both US and Canadian Commercial portfolios.

2.38 The bidder should detail its ability to issue cards with higher limits as outlined in Attachment D.

Response:

As the client, the State will determine the appropriate credit limits for your program, and you can adjust credit limits for cardholders as needed. Limits can be set on cardholder by cardholder basis or program-wide. Citi will work with the State to maximize program spending while maintaining reasonable controls.

The maximum possible credit limit for a single Citi Commercial Card is \$99,999,999,999. We do not anticipate any constraints.

Card Acceptance

| 2.39 | Can the card accommodate in-store, internet, fax, mail order, and over-the phone transactions |
|------|---|
| | without any exceptions? |

Yes X No

Response:

Citi's commercial cards can be used for purchases wherever Visa or Mastercard are accepted whether it be instore with card present or those transactions where the card is not present.

2.40 Bidder should detail all volume and spending limits placed on the cards. Details should address at a minimum, PIN-based transactions, and signature based transactions. Specify if limits are daily, weekly, monthly or per transaction. The bidder should detail the process and timing to modify and enforce change limits.

Response:

Citi's flexible cards solutions give the State's Program Administrator(s) many options to control card use according to your business requirements. Citi elected to use the Chip and PIN technology versus the Chip and Signature approach. Although the Chip and PIN is built into our cards, the merchants may have elected to setup as Chip and Signature technology at the point of sale terminals. Our cards will function in both environments and the controls you place on cards are not impacted by the Chip technology. The following table outlines the various program controls available to the State. See table 3.5 below.

| 3.5 Commercial Card Program Controls | | |
|--------------------------------------|--|--|
| Company Level Restrictions | The State can assign a dollar limit and certain Merchant Category Code (MCC) restrictions at the company level. Cash advances can typically be controlled at the company level, as well. | |
| Cardholder Level Restrictions | The State can assign various restrictions and credit limits on an individual account basis. | |
| Department Level Restrictions | The State may be able to group employees and assign them similar spending limits. This is available in some countries, but not recommended from a credit limit perspective. | |
| MCC / SIC Restrictions | The State can assign controls at the individual cardholder level without limitation and can modify these controls on an ongoing basis. For example, the State can assign dollar limits by MCC or SIC categories and can include or exclude groups of MCC or SIC codes in the individual cardholder profile by contacting your designated Client Account Service Manager via phone, email, or fax. Citi can provide the State with recommendations and a list of codes that are frequently blocked for travel and entertainment programs. | |



| Velocity Transaction Limits | A velocity transaction limit determines the criteria for the maximum number of transactions (authorizations) allowable within a defined timeframe (day, week, or month). Some regional variations apply to the availability / customization of velocity limits. | |
|-----------------------------------|--|--|
| 1. | The State can establish monthly spending limits, dollar / currency transaction limits, and account spending limits on an individual account basis. The State's Program Administrators can increase or decrease credit limits for individual cardholders. | |
| Dollar Limits | Credit limits are an invaluable tool in protecting the State from misuse of employee cards. The State will determine the appropriate credit limits for your program. You can adjust credit limits for cardholders as needed. Citi will work with the State to maximize program spending while maintaining reasonable controls. | |
| Transaction Volume Limits | The State can set daily, weekly, and / or monthly transaction volume limits by card. | |

Within CitlManager, the following fields are updated in real time with account details and transaction authorizations. Some fields may also be maintained by the State's Program Administrator(s) and are updated immediately in the system. CitiManager also enables your Program Administrator(s) to request replacement cards. See table 3.6 below.

| | 3.6 | Real Time Account Management in CitiManager |
|--|------------------------------|---|
| Card Lim Controls | its & Authorization | Available credit, current balance, previous balance, current amount due, days past due Disputed amount Credit limit and cash advance limit (percentage) adjustments* Single transaction limit Daily, cycle, and monthly number of transactions Daily, cycle, and monthly dollar amount |
| Merchant Category Code Group Limits | | MCCG name, action, and status MCCG daily, cycle, and monthly number of transactions MCCG daily, cycle, and monthly dollar amount MCCG use, parent limits, groups, and velocity |
| 2.41 | The bidder should d its use. | etail how cardholder PIN information is distributed within programs allowing |

Response:

Citi does not mail the PIN subsequent to mailing cards to Program Administrators or cardholders. The PIN is created by either calling in to activate the card and select your own PIN or by logging into Citi's activation website to activate and select your own PIN.

Cards are delivered in a deactivated state thereby requiring the cardholder to use one of the above methods to activate and select their PIN.

2.42 The bidder should detail how cardholder PIN may be changed by cardholder.

Response:

Cardholders may change their PIN at any time by calling customer service. There is no fee for changing a PIN.

Cardholders can establish a new PIN online or reset an existing one by calling customer service. After the initial account verification (16-digit card account number and either last 4 of SSN or employee ID for most clients), the caller is required to enter the CVV2 code on the back of the card and the account expiration date. Then, they enter the 4-digit PIN once, and then again to confirm, and it will be updated immediately.

2.43 Is the bidder willing to recruit new businesses for inclusion in the card programs? For example, when a card is not accepted by a business, the Contractor shall contact such business and attempt to include the business as an entity that will accept the Contractor's card.



Yes X No Response:

Citi Supplier Enablement Services plays a key role in helping to maximize benefits of your program by taking responsibility for supplier enrollment activities. A designated Citi specialist works directly with you to develop and execute an end-to-end outreach strategy – managing the critical and often resource-heavy tasks required to help your program succeed, while securing your sign-off on each step of the process.

Citi Supplier Enablement Services also works with leading merchant acquirers to drive adoption of B2B card payments for merchants not currently accepting cards. A designated Citi specialist works with the client and merchant acquirer to develop and execute an outreach and merchant acquiring strategy to maximize vendor on-boarding and increase spend in your card program.

In addition to our extensive experience as a leading B2B cards provider and payments bank, a Citi Supplier Enablement Services Manager works closely with you to apply these solutions, developing and managing a detailed go-to-market plan with your feedback and approval at each step in the process.

Using the analysis produced by Citi Working Capital Analytics, Citi develops a tailored outreach strategy designed to maximize supplier adoption of the State's card program. This strategy culminates in an efficient and effective supplier outreach campaign designed to drive supplier adoption, while also recognizing the importance of the commercial relationship to your overarching business.

Citi offers a unique, tailored team trained on the benefits of electronic payments and card acceptance, and equipped with market research and intelligence as well as lessons learned from other enrollment campaigns. Under Citi's campaign manager's direction, experienced and skilled enablement call-center agents contact suppliers, using approved messaging to communicate the benefits of card acceptance. Agents are equipped with the training and tools to answer detailed questions about the mechanics of card acceptance, merchant acquiring, and any specific incentives offered.

Citi's innovative reporting tools give you critical insight into our progress throughout the campaign. The Citi campaign manager works with you, as needed, to fine-tune the outreach strategy and messaging to maximize campaign success. This can include adjusting existing payment terms, offering early pay incentives to encourage supplier acceptance, or developing responses to frequent supplier feedback. After the campaign ends, Citi helps monitor spending trends to ensure the program achieves or exceeds the expected campaign results. Follow-up campaigns can also be developed to help drive additional volume to your program.

2.44 The bidder should detail options available to the card programs to make payments to entities that do not accept the branded card used by the Contractor. The bidder should include information on payable automation services available to card programs.

Response:

Citi offers convenience checks with our commercial card programs. Checkbooks are tied to the account number and a dollar limit can be applied. However, because signature verification is not performed on these checks, only a minority of our clients has elected to use them.

In addition to Citi's commercial credit card solutions, we also offer a large suite of cash management tools, e.g. ACH, wire, check, etc. If awarded the State's business, Citi would be happy to sit down with you to discuss the State's payment needs outside of the commercial card space.

2,45 The bidder should detail programs available that can increase rebates to card programs.

Response:

Rebate, or revenue share, is based upon the State's program net charge volumes. The best practice is to identify opportunities to increase the amount of the State's spending budget onto the cards. Our previously described Citi Working Capital Analytics tool is designed to identify these spend growth opportunities. This is based on the accounts payable file provided by the State. We will work with you to map out a plan to execute on the spend growth opportunities.



| Purchasing Card Program Administration | | |
|--|---|--|
| 2.46 | Can the bidder's card programs allow the Program Administrator or his/her designee to specify at a minimum, (the following account information) 1. single transaction dollar limits; 2. monthly credit limit; 3. MCC parameters; 4. cost center/business unit information; 5. cardholder demographic information; 6. department name/agency name; 7. cash access information; and 8. any other field entered into the cardholder enrollment screen? | |
| Respons | No se: e's PAs can specify all of the information above in real-time via CitiManager. | |
| 2.47 | The bidder should review the card limits designated by the card programs detailed in Attachment D. Does the bidder understand and accept the card programs require various leve | |

Yes X No

Response:

The maximum possible credit limit for a single Citi Commercial Card is \$99,999,999,999. We do not anticipate any constraints.

2.48 Does the bidder agree that the State or card programs will not be liable for any purchase or charge incurred after being notified of termination or cancellation of an account?

of spending depending on the cardholder's job function and program type?

Yes X_ No _

Response:

Citi offers liability programs specifically for protection against misuse of the card, via MasterCard or Visa, and provides additional protections and limitation of potential company liability.

The State is not liable for any unauthorized charge occurring after the bank is notified of the loss, theft, or possible fraudulent use of the card. It is incumbent on the State to ensure all authorized recurring transactions are discontinued when cancelling accounts. This applies in instances of termination or any other reason for canceling card accounts. Clients failing to report promptly purchases made with lost or stolen purchasing cards may be liable for the transaction, with no maximum dollar amount cutoff. See table 3.7 below.

3.7 Liability Waiver Programs

MasterCard Waiver of Liability Program

The MasterCard Walver of Liability program is provided regardless of liability type; however, there are conditions and criteria based on liability type. The waiver provides protection to the State against employee misuse or abuse.

For programs with five or more cards, the maximum liability waiver coverage is \$100,000 in the United States and Caneda.

To collect on the insurance coverage for the unauthorized charges, the employee must be terminated and the State must provide a cardholder account cancellation request within two days of notifying Citi of the cardholder termination. Eligible charges are those incurred by the cardholder 75 days prior to termination and up to 14 days after termination.



Visa Liability Waiver Program

The Visa Liability Waiver Program is available to the State for charges incurred by a terminated a State cardholder that does not benefit the State directly or indirectly. The cardholder's employment must be terminated. The maximum coverage is \$100,000 per cardholder account for programs with five or more cards. Eligible charges are those incurred by the cardholder 75 days prior to termination and up to 14 days after termination. The State must notify us immediately. Enrollment is automatic and there is no deductible.

Both the Visa and MasterCard Liability Waiver programs are offered at no fee to the State. Claims processing has specific timeframes for the filing for coverage, which is typically 75 days from the date of transaction.

Unauthorized Charges Incurred Before Notification

the State has 60 days from the date on the latest account statement to notify Citi, in writing, of any charges on the statement that occurred as a result of the card's loss, theft, fraud or unauthorized use by a third party.

In the case of a lost or stolen card, or suspected unauthorized charges, we advise cardholders or program administrators to notify Citi's Customer Service Unit immediately to remove the potential for any further fraudulent charges to be incurred on the account. Cardholders must complete any necessary paperwork to file the claim. In most cases, following notification, we can provide a cardholder a new account number and expiration date.

After they are reported, the potential fraudulent charges will go into dispute. Disputed charges will not be payable/due during the dispute process. Following conclusion of the dispute process, the State or its cardholders will be deemed not liable for charges deemed fraudulent, and the disputed charges will be removed from the account.

Employee Termination

We highly recommend requiring terminated employees to pay card balances upon leaving the State. Some clients withhold funds due the Corporate Card from the final payment to the former employee.

2.49 Does the bidder agree that the State or card programs will not be liable for any purchase or charge incurred after notification that a card was reported lost or stolen?

Yes X No

Response:

Please refer to the answer to the previous question for information regarding liability protection.

In the case of a lost or stolen card, we advise Cardholders to notify Citi's Customer Service Unit immediately to remove the potential for any fraudulent charges. In most cases, we can provide a Cardholder a new account number and expiration date the same day.

Both Visa and MasterCard offer services and easy to remember phone numbers to provide assistance in the case of a lost or stolen card. Visa can be reached at 1-800-911-VISA and MasterCard at 1-800- MCASSIST. In addition, the card associations provide emergency assistance including various travel, medical, and legal services.

Emergency card replacement is within 24 hours, provided that the request is received by 3:00 p.m. (ET). The process to request an expedited card is to contact your Client Account Services (CAS) Manager or PA Service Team prior to submitting the application. The CAS Manager will facilitate the process of creating the replacement card and requesting delivery to the location or address as specified by the State. This is available at no cost to the State.

2.50 The bidder should detail the ability of the Program Administrator or his/her designees to inactivate lost or stolen cards. If the Contractor allows card inactivation by the Program Administrator, the bidder should detail if this process will automatically trigger replacement card issuance or the steps necessary to get a card reissued.

Response:

The State's Program Administrator can de-activate cards using the CitiManager Card Management module or



by calling the CAS Manager or customer support representative. The deactivation process is completed in real time. Program Administrators can deactivate cards online via CitiManager; however, for instances of lost or stolen cards, we recommend that the designated State representative call our Customer Service, rather than using the card deactivation feature through CitiManager Card Management Module.

2.51 The State requires a contract addendum to be signed by the State Treasurer, the Contractor and any governmental entity/political subdivision interested in using the Contract. The Contractor is required to have all contract addendums signed. A signed copy shall be provided to all parties prior to work being started. Will the bidder comply?

Yes X No

Response:

Citi will ensure all contract addendum are signed prior to commencement of work.

The bidder should indicate their ability to issue cards that can be used for the payment of utilities.

Response:

2.52

The State can use a Citi commercial card to make a payment to any merchant, including utility companies, that accepts the Visa or Mastercard brand. In instances where utilities resist card acceptance, Citi will work with the State and the utility to explore options for a beneficial payment agreement.

2.53 Contractor must present a yearly review and analysis of each card program thirty (30) days prior to the anniversary date of the contract and a final review upon program request (within 30 days of the expiration of the contract and any renewal options available.) Contractor's card program Manager/Representative shall meet to complete a detailed review of each card program, its contractual responsibilities, contractor's performance and management of the relationship. Benchmark measurements for performance and performance comparison analyses based upon such benchmarks shall be established and reviewed over the Term as part of the annual review meeting. The Contractor shall submit to the card programs, contractor's report of strategies and planning goals for the ensuing calendar year. Contractor's representative shall at this time meet with the designated representatives of each card program to discuss all programs, contractor and contractor management effectiveness, future objectives, future growth opportunities, and industry updates. Does the bidder agree to such presentation?

Yes X No Response:

After the State's program is implemented, your Account Manager will facilitate periodic meetings to review program statistics and identify initiatives to optimize your program as needed. Your Account Manager holds account review meetings to evaluate your program in terms of such measures as program spend, number of active accounts, account activity rates, and transaction counts. Citi will also routinely facilitate discussions around topics such as:

- Metrics analysis
- Innovations
- Technology optimization
- New product roll out
- Best practices

As needed, after your implementation is complete, your Account Manager will organize additional hands-on training sessions on our reporting and technology tools to ensure that the State's Program Administrators and key stakeholders are using the system efficiently.

Process Re-engineering Partnership

Many of our successful partnerships with clients involve supplier management. For example, we will provide the State with our Payment Optimization process for your Purchasing Card program during or after



implementation. This process analyzes all vendors in the State's accounts payable file for spend trends, supplier card acceptance, negotiation, and consolidation opportunities, as well as opportunities for early pay incentives with suppliers.

In combination with our Custom Reporting module (accessible via CitiManager) for program metrics and benchmarking, our Web-based financial tools give you a clear picture of your company-wide purchasing patterns and help you to optimize procure-to-pay procedures, potentially saving you thousands of dollars every year. Citi aims to enable you to analyze the year's spend and supply chain to identify preferred and non-preferred vendors, identify time to pay, and determine the optimal payment method for your supply chain.

Consulting Services

To ensure the State realizes the overall vision for your card program, your Citi team will work with you and your Program Administrator(s) to develop program initiatives based upon your unique goals. Your Citi team can provide personalized consulting for the full spectrum of your accounts payable needs. We offer comprehensive analytics against vendor transaction files and recommendations for best payment instruments. Such consulting services can begin during implementation or at any time during the life of your program.

Customer Service for Cardholders

2.54 Can the bidder provide toll-free customer service lines and established summary of policies and procedures to handle cards issued?

Yes __X__ No ____

If yes, please provide the policies and procedures.

Customer Service assists all parties with inquiries including, but not limited to:

- Balance and payment inquiries
- Credit availability
- Decline reasons
- Security and account closures
- Billing disputes
- Reporting lost or stolen cards
- Help Desk support for online systems and file delivery

Citi distributes a card use procedural document with each card sent. This explains the basics of how to manage a card account. Should the State wish to include their policies and procedures with the card, Citi can work with the State to determine the most effective method. Our Customer Service group also maintains a program database for reference when servicing customers that can contain policies and procedures. Citi cannot enforce policies and procedures, but can inform. It is important the State ensure Citi receives timely updates to any changes in the policies and procedures.

If no, please explain why bidder is unable to provide policies and procedures.

2.55 The customer service lines must be available 24 hours a day, 365 days a year, at no cost. Can the bidder comply?

Yes X No

Response:

Citi's Commercial Card Customer Service Unit is dedicated to providing superior service 24/7.

2.56

Bidder should detail the types of inquires handled by their customer service line.



Response:

The Customer Service Unit assists cardholders, program managers, merchants and third parties 24/7, with a variety of inquiries including, but not limited to:

- Balance and payment inquiries
- Credit availability
- Decline reasons
- Security closures
- Account closures
- Billing disputes
- Reporting lost or stolen cards
- Help Desk support for our online systems
- Help Desk support for file delivery issues
- Interface with MasterCard and Visa and third party vendors

All groups work together to ensure that our phones are answered in a timely manner. Cross-training is used to enable our service center to handle peaks in call volumes.

2.57 The bidder should provide sample customer service scripts of the cardholder processes most routinely managed through the call center, including at a minimum lost/stolen card issues, new card activation, fraud, declines, etc.

Response:

Citi Customer Service Representatives do not work off of set scripts. Citi has documented procedures for each of the sample call types that a representative may receive. The Customer Service Unit assists cardholders, program managers, merchants and third parties 24/7, with a variety of inquiries including, but not limited to:

- Balance and payment inquiries
- Credit availability
- Decline reasons
- Security closures
- Account closures
- Billing disputes
- Reporting lost or stolen cards
- Help Desk support for our online systems.
- Help Desk support for file delivery issues
- Interface with MasterCard and Visa and third party vendors.

All new Customer Service Representatives (CSRs) receive 120 hours of initial training. This training is a combination of classroom training, role playing, and system navigation, as well as handling actual cardholder inquiries. New CSRs also receive an additional 80 hours of on-the-job training in a classroom environment. Once on the call floor, our representatives receive daily feedback related to their performance. CSRs receive 1-1.5 hours of supplemental Up Training on a quarterly basis. Online Up Training offers CSRs refresher courses on certain aspects of their job. At the end of the training, the CSR will complete a test with the results forwarded to their manager.

To ensure that the highest levels of service and quality are maintained, we provide ongoing training for our CSRs on product enhancements, program developments, and on improvements to the customer service process. Some examples of the various training platforms and processes used include extensive classroom training, side-by-side mentoring, quality reviews, monitoring, and online resources including real-time reference materials.



2.58

Call Center Customer Service Representatives shall be competent, qualified, trained, and able to communicate effectively. The bidder should detail its Customer Service abilities addressing each item identified above in 2.57.

Response:

At Citi, we provide an easy-to-use, role-based, consistent learning framework that links our commercial cards employees to Citi's strategic priorities and leadership standards. All personnel assigned to the State's commercial card program have received extensive training in commercial cards and Total Systems Services, Inc., which handles card-related services for authorization and transaction processing. Additionally, staff our required to attend product management sessions as well as compliance and regulatory training.

Citi's customer service is handled in-house. Our Customer Service Representatives (CSRs) has an average tenure of five years with Citi with over two years' experience in the commercial cards industry.

All new CSRs receive 120 hours of initial training. This training is a combination of classroom training, role playing, and system navigation, as well as handling actual cardholder inquiries. New CSRs also receive an additional 80 hours of onthe-job training in a classroom environment. Once on the call floor, our representatives receive daily feedback related to their performance. CSRs receive 1-1.5 hours of supplemental Up Training on a quarterly basis. Online Up Training offers CSRs refresher courses on certain aspects of their job. At the end of the training, the CSR will complete a test with the results forwarded to their manager.

To ansure that the highest levels of service and quality are maintained, we provide ongoing training for our CSRs on product enhancements, program developments, and on improvements to the customer service process. Some examples of the various training platforms and processes used include extensive classroom training, side-by-side mentoring, quality reviews, monitoring, and online resources including real-time reference materials.

The bidder should provide the ability for a Program Administrator to access card holder information within call center customer service.

Response:

2.59

Citi does not provide read rights into our customer service access to our processor. This is a highly secure system and is not able to be shared.

Customer Service assists all parties, including Program Administrators, with inquiries including, but not limited to:

- Balance and payment inquiries
- Credit availability
- Decline reasons
- Security and account closures
- Billing disputes
- Reporting lost or stolen cards
- Help Desk support for online systems and file delivery
- 2.60 The bidder should describe the telephone communication system it uses or proposes using to operate the toll-free telephone system, whether call center services will be performed by contractor staff or sub-contractor staff and the call center functions to be performed at each location. Additionally, it should detail the number of lines available for clients, the planned staffing levels at various times of the day/week/month, the language and system skill levels of attendants, and the call management software used to monitor performance. The bidder should detail how it manages for weather or any other related issues that could impair its ability to maintain adequate staffing levels in the subcontractor or contractor operated call centers.

Response:

Citi established the Jacksonville, FL Client Delivery Center in 1998 expressly to service Commercial Cards clients. Our operations functions are performed by Citi employees, with no services being contracted or subcontracted. The Customer Service and Collections Department has approximately 34 Service Representatives, 12 Senior Service Representatives, and three Operations Assistants. Three Customer Service Managers lead these teams and oversee the day-to-day activities of the department. We staff our centers based on historical call trend analysis (Mondays busier than Fridays, summer months busier than end



of the year).Each member of the leadership team possesses over 10 years of commercial cards experience. Please refer back to question 2.57 above for information on CSR training.

All groups work together to ensure that our phones are answered in a timely manner. Cross-training is used to enable our service center to handle peaks in call volumes. In addition, our Managers, Operations Assistants, and Quality Department answer calls during peak periods to minimize client impact.

Call System / Phone Lines

Citi Commercial Cards leverages multiple Verizon 800 numbers that come into an Integrated Voice Response (IVR) system that allows cardholders the ability to self-serve on multiple requests (obtain balance, make a payment, update PIN, listen to recent transactions, etc.). If callers need to speak to an agent, Citi's telephone system will route the call to the next available agent and advise the caller of potential wait times. Customer Service agents at both locations can assist cardholders with any other request regarding their card or direct tasks to our support back office team in South Dakota.

Citi provides dedicated 800 numbers for public sector clients like the State, and a local number that can be dialed from international locations.

Languages

English is the primary language, but we can support multiple languages through language line interpretation services.

Quality Service

Internal teams monitor agent performance and call/queue wait times using Avaya CMS Supervisor.

Continuity of Business

Recognizing the nature of commercial card payments, Citi understands that the State requires around-theclock support for your program. In response, Citi has also developed an escalation procedure for both operations and technology in the event of an emergency. Our Technical Help Desk provides extended day and emergency technical support for file delivery issues, as well as our CitiManager online systems. Moreover, our Customer Service Unit provides 24/7 support dedicated to handle inquiries from merchants, cardholders, program managers, and third parties, and can support all emergency situations. Working with Citi Commercial Cards, the State will always be able to contact a Citi Commercial Cards representative.

Citi is fully prepared to support our clients during emergency or natural disaster situations. In addition to our Client Delivery Center, located in Jacksonville, FL, we have two COB (continuity of business) sites, in Norfolk, VA and Sioux Falls, SD. These sites are activated should there be a need to close our Jacksonville, FL office. Our plan provides for the transferring of customer calls but also we temporarily relocate staff to work from the COB site(s). When Hurricane Irma struck Florida in 2017, we enacted our COB plan, closing our Jacksonville office and transferring all calls to our Norfolk site. There was no interruption of service for our clients during this period.

Should there be an emergency situation for the State of Nebraska, we can staff resources accordingly to assist with emergency needs, such as increasing credit limits; opening MCCs; implementing "Safe Haven" procedures to open new card accounts and billing accounts.

Help Desk Issue Tracking

The process for tracking Help Desk issues is as follows in table 3.8:

3.8 Help Desk Issue Tracking



| Opening Issues | The State can open a new issue and have the majority of questions answered through the Level 1 Help Desk by calling our toll-free number or by sending an email to the <u>CCJAXL1HelpDesk@citi.com</u> address which will initiate a STaRS ticket. |
|---------------------|--|
| | For issues reported via phone calls, the Level 1 Help Desk opens a trouble ticket using STaRs, our inquiry tracking system. If further investigation is required the issue is escalated to the Level 2 Help Desk team via the STaRS ticket which is provided to the caller for follow up, if needed. |
| Resolving | If the issue is resolved at point of call by the Level 1 Help Desk, the STaRS ticket is closed. |
| issues | Issues escalated to the Level 2 Help Desk team will be researched for resolution. Throughout their investigation, the Help Desk keeps your caller informed of the status. |
| Issue Escalation | The Level 2 Help Desk escalates an issue when resolution can only be reached by developing new code or enhancements to our products. These issues are escalated to the Commercial Cards Product Technology teams and the STaRS ticket is placed in the Technology Workbasket within STaRS for tracking. Additionally, a technology ticket is created with the Technology teams and their ticket number is noted in the STaRS ticket. The Level 2 Help Desk will continue to work with Technology Teams until a resolution is determined or the issue is assigned to a release date. |
| | For issues where a release date is required, a Business Requirement Document (BRD) is written and submitted for an implementation date. Once the BRD is completed and an implementation date is scheduled, the Level 2 Help Desk communicates this back to the client contact. The trouble ticket remains open until successful implementation of the BRD. |
| Billing State | ments and Cardholder Statement |

2.61 The card programs may require the contractor to send a monthly statement of charges to each cardholder and to the Program Administrator within 5 business days after each statement cycle closes. Each Program Administrator shall designate acceptable statement formats for their cardholders. This may include either a paper or electronic statement.

Response:

Citi offers a variety of statement cycles. A statement (billing) cycle is defined as the time from one cycle date to the next in which transactions take place. On average, each cycle is 30 days, depending on the number of days in the month.

The State may take advantage of flexible billing cycles from the third to the 28ⁿ of the month. On a monthly billing cycle, we typically cycle all accounts for the full calendar month on a consistent, monthly close date. Statements are produced on the cycle end date, which will be available electronically. Paper statements mailed three business days after cycle date. We can generally accommodate the State's needs.

Citi is able to offer memo statements to cardholders so that they can review and reconcile their monthly transactions.

- Citi enables the State to determine whether your cardholders receive an electronic or, if requested, paper statement. Many clients opt for electronic-only statements to support environmental initiatives.
- As an alternate, if the State prefers cardholders to receive a paper statement, Citi offers the ability to "opt out" of receiving the electronic statement
- As an added cardholder feature, Citi also offers the CitiManager Mobile site providing cardholders with convenient on-the-go access to account information with intuitive navigation features.

The State's cardholders can access billing statements anytime and anywhere via CitiManager, our single signon client portal. CitiManager enables cardholders to view account statements in a secure, online environment. Program Administrators can also view individual cardholder statements through the module.

Features include:

- Self-registration by cardholders
- Ability to view, print, and save statements and individual transactions to local or shared drives after cycle date
- Ability to save account statements in PDF format and individual transactions in XLS or CSV



- Ability to view current transactions throughout the month
- · Provides online statements for 36 months in CitiManager and then archives for seven years

Citi automatically sets up your cardholders to receive statements electronically during the initial implementation, unless otherwise requested.

2.62 Card programs may designate that all or certain cardholders either receive no statement or only have access to online statements. The bidder should detail their ability to block either entire programs or specific cardholders from receiving statements. The bidder should detail how this is set up during initial card enrollment and how it will be monitored or managed with ongoing card issuances.

Response:

The State may designate that all or certain cardholders either receive no statement or only have access to online statements.

Access to CitiManager functionality for Program Administrators is entitlement driven. The CitiManager Card Management module provides a full set of entitlement options, which determine the tasks your end users can perform within the system. When setting up a new user, the Program Administrator populates an online form with the user's information, assigning him/her entitlements and roles in the system. Program Administrators also can modify, or delete users as required. Clients can control the entitlements that CitiManager users have access to, and Citi will work with you to define entitlement reviews that meet your requirements.

In addition, the State's Program Administrators can view changes to user access – including who modified access and when. This capability is particularly useful for audits.

2.63 The bidder should detail solutions available for cardholders to be able to access monthly activity via an online contractor operated web-based reporting solution. The bidder should detail its ability to provide card programs reports in both a PDF and CSV format. Bidder should provide samples of on-line statements. The bidder should detail its enrollment process.

Response:

CitiManager, our proprietary application, provides consistent features and capabilities across markets to simplify program management. The online maintenance and card application functions maximize opportunities for self-servicing and efficiency for both program administrators and cardholders. Program Administrators have access to the CitiManager Reporting system and are able to download the reports in PDF, CSV, HTML, Excel and Excel with formatting. Cardholders also benefit from our CitiManager Mobile version for on-the-go account viewing.

CitiManager provides the State's Cardholders with a 24/7 single point of access. Additionally, CitiManager Mobile is available to view account activity on the go and make payments (dependent on the State's expense set-up).

Once Cardholders log into CitiManager, they have continuous access to a range of functionality including the ability to:

- Access Account Information Conveniently the State's Cardholders can view their account summary and up to 36 months of payment history 24/7. Cardholders are notified by message alerts sent directly to their email address when their statement is ready for viewing.
- Access Valuable Resources CitiManager is an invaluable central repository for message boards and company links, as well as a library of user guides, tool demonstrations, and online learning webinars

The State's cardholders can access billing statements anytime and anywhere via CitiManager, our single signon client portal, Cardholders have the ability to view, print, and save statements and individual transactions to local or shared drives after cycle date. Cardholders can save statements in PDF format and individual transactions in XLS or CSV.

Custom Alerts

Citi's commitment to servicing our customers has led us to develop a wide variety of Informational and Fraud Early Warning alerts across 104 countries and 28 languages. By choosing to subscribe to CitiManager alerts,



Cardholders and Program Administrators can stay informed on card activity, 24/7.

Key benefits of Citi's alerts include:

- Convenience Keep abreast of card activity and information in the language of your choice, whenever and wherever (even when traveling)
- Timeliness Receive prompt notification of fraud early warning, statement availability, payment due date, and other account-related key events
- Efficiency Automatically receive updates on account activity with no need to call customer service or log into a computer
- 24/7 Availability Feel secure with the reliability of constant connectivity anytime, anywhere
- Flexible Subscription Choose from email, SMS, and on-demand alerts. Want to suspend alerts? Just opt out by spend, project, travel, or personal preference

Enrollment for online statements or viewing transaction activity is simple. As part of the card implementation process, Citi automatically registers the new cardholder in CitiManager. A welcome email is sent to the cardholder providing them with the temporary user ID, password and link to the CitiManager portal. The cardholder can change their user ID and create a password when they click on the link.

Please see the attached Appendix - Sample Online Statement for an example of an online cardholder statement.

2.64 The bidder should indicate its ability to allow program hierarchy for on-line statement viewing. Allowed access is determined by the Program Administrator.

Response:

Citi's online client portal, CitiManager, provides for the multiple hierarchy levels necessary to mirror any organization. Our online tools manage user entitlements within this hierarchy structure, providing access only to the assigned hierarchy node or below. Clients can control the entitlements that CitiManager users have access to, and Citi will work with you to define entitlement reviews that meet your requirements.

CitiManager utilizes individually assigned, password protected user roles to differentiate the varying levels of client access and authority. Standard roles with associated entitlements are available (e.g., Program Administrators, Supervisors, Approvers, and Cardholders).

Entitlement group profiles define:

- Online menu options
- Functions performed
- Account data viewed

The State can create, modify, and control access through CitiManager. Within the system, the Program Administrator can view a specific hierarchy. When setting up a new user, the Program Administrator populates an online form with the user's information, assigning them entitlements and roles in the system. Program Administrators also can modify users as required.

2.65 The bidder should detail the billing statement cycles.

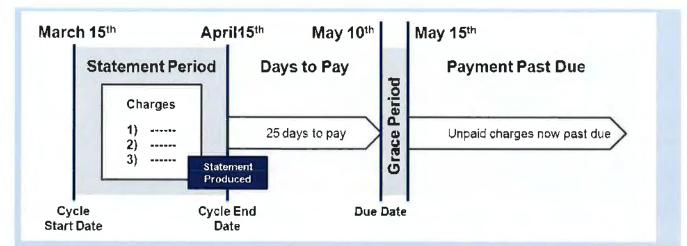
Response:

Citi offers a variety of statement cycles

The State may take advantage of flexible billing cycles from the third to the 28th of the month

3.9 Citi Commercial Cards Payment Cycle





- Statement Period Clients choose cycle start and end dates during program setup. Most markets support between 3 and 28. Citi also offers weekly invoice and payment options.
- Days to Pay Determined during the pricing process. 25 days to pay is the standard.
- Grace Period Typically there is a 5-day grace period for Citi to receive and process the payment.
- Payment Past Due Past due charges are subject to additional fees based on the number of days outstanding.
- 2.66 Can the bidder list sales tax separately for each transaction, if tax information was passed thru during the authorization process? This information is useful in situations where the cardholder was erroneously charged sales tax and the program requires a refund.

Yes X No

If the bidder cannot itemize sales tax, the bidder is required to propose an alternative solution. Citi can receive sales tax detail if it is captured at the point-of-sale (POS) or as part of the Level II data obtained directly from the merchant. The CitiManager reporting tool provides transaction data that includes taxes charged. Citi recognizes that reports are only as valuable as the data input at the POS. Merchants vary in the level of tax detail they can provide. Citi will work with the State to develop strategies that meet or exceed sales tax obligations while still maintaining program momentum and efficiencies. For those merchants where this information is not available, we suggest the State create and use an internal database of merchants.

2.67 The bidder should detail availability of view only access of transaction data to individuals that are not cardholders (upon the approval of the Program Administrator).

Response:

The State's cardholders can designate an administrative assistant or another individual to be set up as an "Alternate User" in CitiManager. An alternate user is set up just like a cardholder. Alternate Users can submit, review and reconcile statements, inquire on past statements or transactions, and view account information. The entitlement driven access to transactions and statements allows for read only access as well as a variety of entitlements on a per user basis or in groups if desired.

2.68 The bidder should detail the purpose of control accounts and how they vary from individual cardholder accounts. The bidder should detail how control statements differ between control accounts and individual cardholder accounts. The bidder should include a sample cardholder and control account statement in their RFP response. The bidder should detail if online control statements are available if requested by a card program.

Response:

Individual card accounts roll up to the control account. Cardholders have access to their "memo" statements of their card accounts for review, reconciliation, and approval submission. The Control account includes all of the card account transactions for those accounts that roll up to it. Each card account transactions are listed by account and each account that has transactions will be included in the Control account statement.

For an example of a centrally billed card statement, please refer to the attached Appendix - Centrally Billed



Control Account Statement.

2.69 The bidder should detail its process to manage returned cardholder statements. The bidder should detail how future statement mailing will be handled after the statements have been returned. The bidder should detail its process to monitor changes in statement status and notify the Program Administrator or his/her designee that cardholder statements for their program are being returned and/or that printing and mailing is being discontinued.

Response:

Citi recommends cardholders utilize electronic statements to mitigate the risk of statements being returned. Should a statement be returned as undeliverable, the cardholder's account would be highlighted with a returned mail flag and could have the account suspended temporarily with transactions declined until the cardholder notifies Citi of the correct address.

There are reports available within the CitiManager Custom Reporting System (CCRS) that will identify any accounts that have a returned mail status. These reports may be setup as subscription so they run at predefined times during the month and are available for review. You will be notified by email that a subscribed report is available.

Reporting

2.70 The bidder should detail their program administration online reporting tool.

Response:

CitiManager Custom Reporting System Module

CitiManager Custom Reporting System Module is our comprehensive standard and custom reporting online tool that captures and manages information related to your card transactions, from line-item details to consolidated transaction data and everything in between.

Using CitiManager Custom Reporting Module, the State will have access to robust custom reporting capabilities, as well as a variety of standard reports. The users can create and save customized reports tailored to their needs as frequently as required. Reports can be pre-scheduled to run automatically or produced on an ad hoc basis. Users can also export data into common data processing formats such as comma-delimited, excel, PDF, or text.

The State's Program Administrator(s) can create on-demand reports online by:

- Selecting columns and options
- Creating calculations
- Filtering or grouping data

Users can also modify existing, pre-authorized report templates to suit their individual business requirements. CitiManager Custom Reporting Module enables the State's Program Administrators to access, navigate, and explore relational data to make key business decisions in real time.

Key features of the CitiManager Custom Reporting Module include:

- Over 600+ data elements, including Level III and enhanced folio data, are available to create and customize reports
- Download capability supports spreadsheets, PDF and word processing formats
- Ability to save queries in private or public folder to facilitate repetitive report generation
- Reports can be pre-scheduled or run on an ad hoc basis
- Reporting and drill down capability
- Supports 21 local languages (English, Spanish, German, French, Italian, Japanese, Danish, Korean, Portuguese, Swedish, Chinese, Russian, Polish)
- Advanced features include filtering, column calculation using an expression editor, creation of custom prompts, and on-the-fly charting capabilities



CitiManager Custom Reporting Module provides you with the details you need to negotiate with vendors, better understand employee spending habits, monitor trends and ensure compliance with organizational policies.

Citi Program Dashboard

Citi's Program Dashboard tool, integrated within our CitiManager Custom Reporting System, delivers program analytics more efficiently than ever before to help your business achieve greater efficiency and control. Designed to complement Citi's cutting-edge reporting capabilities, this sophisticated tool provides a dynamic, real-time, graphical presentation of program information based on user-defined parameters and key performance indicators.

With the Citi Program Dashboard tool, the State will gain a dynamically integrated view of:

- All transaction data by division, cardholder, and vendor
- · Metrics and diagnostics to identify spending patterns, trends, anomalies, and root causes
- Business performance versus strategic objectives
- Optimization opportunities to increase efficiency

CitiManager Custom Reporting Module Program Audit Tool (PAT)

CitiManager Custom Reporting Module's Program Audit Tool (PAT) is a powerful online application that allows the State to monitor and manage their Citi Commercial Card programs. PAT delivers robust card monitoring capabilities via a web-based application to help ensure appropriate cardholder behavior and enforce internal policies. PAT flags cardholder accounts and transactions that are identified as non-compliant based on predetermined rules established specifically for your Commercial Card program.

The State can use PAT to drive compliance by identifying what commercial card transactions are outside their internal policy. It provides automated as well as manual auditing capabilities of accounts and transactions can fit any program need which can be customized to over 35 rules drive compliance with the State's policies and procedures.

Demonstration of Reporting Tools

The reporting tool is a distinct differentiator for Citi and is truly a case in which a description is no match for experiencing the tool through a demonstration. Citi will be happy to schedule a demonstration of our online reporting tools for our CitiManager Custom Reporting Module and CitiManager Library.

2.71 The bidder should detail how its online tool will be set up to meet program needs or requirements, how user names and passwords to access the system will be distributed, and how users and Program Administrators will be trained.

Response:

CitiManager Card Management Module provides a highly configurable, powerful transaction-management tool able to support our clients' allocation and reconciliation needs as well as complex accounting hierarchy setups and, multi-approver workflows. Real-time data visibility and email alerting capabilities help ensure essential program oversight across your Citi program.

CitiManager, our global proprietary application, provides consistent features and capabilities across markets to simplify program management. The online maintenance and card application functions maximize opportunities for self-servicing and efficiency for both program administrators and cardholders. Cardholders also benefit from our CitiManager Mobile version for on-the-go account viewing.

CitiManager Benefits At A Glance

- Single, secure sign-on access and intuitive navigation to a full suite of innovative online tools
- User-friendly application for generating both standard and customized reports built from a robust data repository with more than 600+ data elements
- Central repository for message boards and company links, as well as a library of user guides, tool



demonstrations, and online learning webinars

Available globally in 28 languages, 24/7

Available globally in 28 languages, CitiManager's single technology platform gives you access to a robust data repository that enables analysis of consolidated data across markets and card types. Citi reporting provides a holistic, global view that includes standard transaction level, Level III, and enhanced data. The State has access to a user-friendly application for generating both standard and customized reports built from more than 600+ data elements. CitiManager can be tailored specifically to the State, allowing you to access, navigate, and explore your program data in real-time and enhancing your ability to make essential business decisions.

CitiManager Benefits for Program Administrators

Through a single sign-on, CitiManager provides Program Administrators with an automated, online helping hand to make expense management more efficient. From online application processing to real-time maintenance requests, the tool is equipped to meet all day-to-day needs, including:

- Efficient Program Management the State can easily manage, view, and download program information. Functionality includes:
 - Statement information
 - Update and manage accounts
 - Set limits and permissions
 - Apply for new cards
 - Examine cardholder requests
 - Add, activate, and deactivate users, assign or unassign applications
 - Post messages for cardholders
 - Reset passwords, and set up passcodes / data forms
- Robust Reporting and Data Delivery -- Through CitiManager's secure online environment, the State can
 generate standard, customized, or ad hoc reports with vital program information for reconciliation, cost
 aliocation, data analysis, and expense management
- Easy Access to Statements Program Administrators and Cardholders can effortlessly review, download, and print statements in a secure online system, available 24 hours a day, seven days a week
- Secure File Transfer With streamlined management and distribution of transaction reports and files, you can easily post and manage files and reports within Citi's secure online environment

CitiManager Registration

Cardholders can either auto-register or self-register via our CitiManager online portal.

To complete registration, cardholders will need a:

- Web-browser and internet access
- Account number
- Account name (as it appears on the card)
- Statement address

The easiest and most efficient way for cardholders to register is to be set up with auto-registration. This process triggers two, automated emails sent to the cardholders after their first card transaction. The first automated email contains a temporary CitiManager username and the second email contains a temporary CitiManager password. Using these credentials, cardholders may create a personal account in CitiManager to track their account activities online directly.

Cardholders can also self-register for CitiManager online access to their accounts. To complete the registration process, cardholders may register as soon as they receive the account number.

Citi will work with the State to determine Program Administrator Access Privileges during implementation



planning.

Program Administrator Commercial Cards Training Options

To ensure all Program Administrators will benefit, training classes are designed for all skill levels, from beginners to the most advanced. Training is delivered using a variety of methods to provide flexibility around your demanding schedule. Our goal is to accommodate different training needs and learning styles and our training staff works hard to ensure the transfer of learning every time.

The State can choose to use any of the following forms of training as described in table 4.0 below:

| | 4.0 Program Administrator Commercial Cards Training Options |
|---|---|
| Onsite Training | Initial on-site training is available for you once your card program is in place. The State can request on-site training from your Citi Implementation Manager or Account Manager. Training can be conducted at your site or one of the five (5) Citi training sites in Washington, DC, Norfolk, VA, Jacksonville, FL, Wilmington, DE, or O'Fallon, MO. These sessions typically include lectures, hands-on classes, and one-on-one computer labs for personalized attention to the State's user questions. Topics highlighted during onsite training typically include industry best practices, system enhancements, program management, navigation of Citi's tools, account maintenance, online statements, and reporting. We can design a conference tailored to the State's specific issues and objectives, geared toward the knowledge level of the participants. |
| Online Webinar Sessions | The State can register for future webinar training by topic. Webinars are instructor-led and delivered using WebEx. Webinar sessions facilitate dispersed staff training, enabling users to see and hear about the |
| | program systems in real time through the web. We offer ongoing interactive and / or pre- recorded webinar training on a variety of topics. Interactive webinar training allows users to view the system, communicate with our trainers in real time via the web, and keep current on the latest enhancements to Citi's online tools. |
| | Citi Commercial Cards Online Academy offers pre-recorded webinar training for refresher training or training of new Program Administrators. Online tutorials covering all card management functions for Program Administrators are built into our card management module. |
| | Additionally, the Citi Online Academy program consists of a series of educational and best practice webinars, recorded for your convenience, to keep you up-to-date with today's quickly changing payments environment. Citi Commercial Cards Online Academy sessions are led by Citi experts and guest speakers from across the travel and payments industries. Our content produced with treasury professionals, travel managers, procurement staff, and card program administrators in mind. In order to help you get the most out of your Citi Commercial Cards program, we will keep you up to date on a range of topics including: |
| | Industry trends |
| | New technology developments Impact of regulations in order to help you get the most out of your Citi Commercial Cards program |
| 'Citi Training Series' Webinar Quarterly Learning Series | The Citi Training Series is designed to keep the State up-to-date on our tools and capabilities related to your Commercial Cards program. These generic webinars are scheduled on a quarterly basis and are suitable for new or seasoned Program Administrators who need a refresher. In this series, Citi subject matter experts present on such topics as delinquency management |
| | the use of Virtual Cards, and understanding tax reporting, fraud and risk management. Each presentation is followed by an open forum Q&A, enabling clients to ask the moderator questions via toll-free conference line or email. We welcome the State's participation, as the program offers an important opportunity to learn about Citi's offerings and how to best manage your card program. |



| User Guides | The State can access end-to-end user guides and quick start guides in CLASS for all of the Citi Commercial Card online tools. The end-to-end user guides provide step-by-step instructions for all tool functions. The quick start guides provide step-by-step instructions for the most frequently used functions. |
|-----------------|---|
| | A wide variety of printable training materials available to the State includes: |
| | Program Administrator Desk Guide outlining recommended day-to-day program specific functions and reporting to assist in streamlining duties associated with management of the program |
| | Central Billing Reconciliation Guide providing a step-by-step explanation of the reconciliation process and listing common reconciliation chellenges |
| | Resource material the State's Program Administrators can use to advise program participants of available training resources |
| | Training Request Form to schadule special training sessions for groups of 20 or more Program Administrators at agency meetings or conferences |
| | Implementation Guide |
| | Cardholder Guides |
| | Standard Card Management and Reporting Module User Guides |
| | PowerPoint presentations |
| | Online Repository of Training Information |
| E-Learning | Citi Commercial Card Learning and System Support (CLASS) houses e-learning modules for the Commercial Card program. These e-learning modules reinforce learning by providing a demonstration and an opportunity to practice each task. |
| | Designed specifically for Commercial Card Program Administrators, the Citi Commercial Card Learning and System Support (CLASS) provides access to training resources through a single sign-on hosted by CitiManager. The Commercial Card Program Training team provides a wide variety of training materials, including PowerPoint presentations, computer-based training, and webinar registration. In addition to providing access to training 24/7, CLASS provides training transcripts and certificates of completion to recognize training a Program Administrator has completed. The State will be able to access CLASS from CitiManager at no cost for all of your training needs. |
| Induetry Forums | Citi actively participates in the following industry forums focused on our Public Sector clients. These include: Treasury Institute Conference (University) California Society of Municipal Fund Officers (State) |
| | Cards on Campus World Congress |
| | |

Citi Commercial Card Learning and System Support (CLASS) Registration Screenshot 4.1



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Citi Commercial Card Learning and System Support (CLASS) provides the State's Program Administrators access to training resources through CitiManager, 24/7. As illustrated above, users can review the training offerings in the catalog and register for webinars, on-demand training, or reference documents.

2.72 The bidder should detail data retention, including the number of months data is retained via the online tool.

Response:

Through CitiManager, online historical information is available for reporting for 36 months. Data is then archived for up to 7 years.

2.73 The bidder should specify the number of months data is archived after it is no longer available via the online tool. The bidder should detail the length of time to retrieve data requests of information stored in its archive solution.

Response:

Archived (offline) data is retained for seven years.

If archived data is needed, retrieval time will depend on the type and amount of data requested. The length of time will be provided at the time of request, but on average a standard request takes 10 business days. 2.74 Bidder should detail the reports available (both custom and already programmed) through this

online tool. The bidder should provide a list of reports available and sample reports.

Response:

CitiManager Custom Reporting Capabilities for Program Administrator

Using the CitiManager Custom Reporting module, the State will have full control over report production, enabling you to generate reports from over 600+ data elements, including Level III and enhanced folio data.

Users can also modify existing, pre-authorized report templates to suit their individual business requirements.

Using the module, the State can track and group transactions as well as filter on any attribute, such as cost center, commodity code, or cardholder. Your Program Administrator(s) can access general functionality, such as formatting, sorting, and performing summary calculations, for straightforward querying. In addition, users have access to more advanced functionality, such as sub-totaling columns, creating custom prompts, and on-the-fly charting capabilities.



There are no additional costs for customized reporting via the module. If additional programming is required, we will work with you to determine the fees incurred. Data is exportable into common data processing formats such as comma-delimited, MS Excel, PDF, or Text.

Custom Reporting Categories

Within the CitiManager Custom Reporting module, the State can create custom reports using the following categories:

- Hierarchy Attributes
- Account Attributes
- Account Metrics
- Transaction Attributes
- Transaction Metrics
- Air Detail
- Hotel Detail
- Car Detail
- Travel Agency Detail
- Reallocation Attributes
- Temporary Services Detail
- Transaction Shipping Detail
- Fleet Fuel Transaction Attributes
- Purchase Transaction Attributes
- Calling Card Transaction Attributes
- Dispute Attributes
- Virtual Card Number Attributes
- Program Dashboard Attributes
- Lodge Card Attributes

Citi Commercial Cards Reporting List

Standard Reports – Table 4.2

Using the CitiManager Custom Reporting module, the State can access a variety of standard reports. The following tables offer details on standard reports available through the module:

| 4.2 Report | Description |
|-------------------------------|---|
| Account Activity Report | Account level detail and unit summaries for all transaction activity |
| Account Renewal Report | A point-in-time report that selects accounts approaching expiration based on their renewal status as of a specified report end date |
| Airline Credit Report | A list of credits posted from airline merchants along with possible original transactions that can be matched for offset |
| Card Delinquency Report | Account status and past due amount information to monitor payment timeliness |
| Declined Authorization Report | Information on attempted transactions that have been declined to monitor inappropriate usage attempts or need for user training |
| Invoice Status Report | A summary by unit of all invoices and their payment status |
| Invoice | A detailed account invoice for central billed accounts with cycle information for the billing account and all individual accounts |

| Pre-Suspension/Pre-Cancellation Reports | Account status and past due amount information to monitor payment timeliness on accounts in a pre-suspension or pre-cancellation status |
|---|---|
| Quarterly Vendor Report | Total of merchant activity by quantity and amount for each fiscal quarter on a 5-quarter basis |
| Statement of Account | A detailed account statement with cycle information for individually billed accounts |
| Statement of Account Memo | A detailed account statement with cycle information for central billed individual accounts |
| Statistical Summary Report | Summary unit totals by transaction category for a unit and its sub-units without extended transaction detail |
| Summary Quarterly Merchant Report | Totals of merchant activity and average merchant transaction for each fiscal quarter on 5-quarter basis |
| Summary Quarterly Vendor Analysis Report | Summary totals activity for the top 100 merchants for fiscal quarter and fiscal year-to-date |
| Summary Quarterly Vendor Ranking Report | Summary totals of merchant activity by fiscal year for the top 100 merchants utilized with statistical comparison to prior quarter activity |
| Suspension/Cancellation Report | Account status and past due amount information to monitor payment timeliness on accounts in a suspension or cancellation status |
| Transaction Dispute Report | A detailed listing of all disputes in the unit resolved or unresolved |
| Write-off Report | A date range report that shows occurrences of account collection write-offs |

Standard Text File Reports - 4.3

The CitiManager Custom Reporting module enables the State to view a variety of standard reports in text file format. The following table offers detail on standard reports available through the module as text files:

| 4.3 Report | Description |
|---|--|
| Account Activity Text File | Account level detail and unit summaries for all transaction activity |
| Airline Credit Text File | A point-in-time report that selects accounts approaching expiration based on their renewal status as of a specified report end date |
| Card Delinquency Text File | A list of credits posted from airline merchants along with possible original transactions that can be matched for offset |
| Current Account Text File | Account status and past due amount information to monitor payment timeliness |
| Declined Authorizations Text File | Information on attempted transactions that have been declined to monitor inappropriate usage attempts or need for user training |
| Master Text File | A summary by unit of all invoices and their payment status |
| Quarterly Vendor Text File | A detailed account involce for central billed accounts with cycle information for the billing account and all individual accounts |
| Statistical Summary Text File | Account status and past due amount information to monitor payment timeliness on accounts in a pre-suspension or pre-cancellation status |
| Summary Quarterly Merchant Text File | Total of merchant activity by quantity and amount for each fiscal quarter on a 5- quarter basis |
| Transaction Dispute Text File | A detailed account statement with cycle information for individually billed accounts |

Account Management Reports - 4.4

The CitiManager Custom Reporting module offers a variety of account management reports for the State's



use:

| 4.4 Report | Description |
|--|--|
| Account Lieting with Hierarchy | Account level detail with hierarchy names |
| Account Profile (with card limit selection) | Account level detail with card limit prompt |
| Active Account Listing with Hierarchy | Account level detail for all active accounts |
| Card Summary | Account level count of transactions with date range prompt |
| Cardholders by Division | Account name with hierarchy and master accounting code information |
| Count of Cards by Hierarchy | Number of cards by hierarchy |
| Credit Limit Review Report | Cardholders and transactions to date with credit limit; can be used to determine who is approaching the account credit limit |
| CRV Activation | Shows accounts with CRV activation |
| Current Balance by Hierarchy | Summary of card accounts with current balance |
| Detail Account Listing | Account level detail for hierarchies 1-6 |
| Direct Debit Flag | Account level detail with direct debit flag |
| Hierarchy Levels 1-8 and Names | Lists available hierarchy levels 1-6 and names for which user has access |
| Hierarchy Structure Report | Lists organization structure available to users, including hierarchy numbers and names |
| Hierarchy Summary | Count of cards for hierarchy Level 1 |

Travel Reports - 4.5

| 4.5 Report | Description |
|--|--|
| Air Travel Transactions | Air travel transaction detail with date range prompt |
| O&D Segment Air Spend by Carrier | Provides time period comparison of O&D air spend and segments volume grouped by carrier and city pair (bi-directional) |
| O&D Segment Air Spend by Carrier and City Pair | Provides time period comparison of O&D air spend and segments volume grouped by carrier and city pair (bi-directional) |
| O&D Segment Air Spend by City Pair | Provides time period comparison of O&D air spend and segments volume grouped by city pair |
| O&D Segment Air Spend by City Pair Paged by Carrier | Provides real time period comparison of O&D air spend and segments volume grouped by city pair (bi-directional) and paged by carrier |
| O&D Segment Air Spend by City Pair and Carrier | Provides time period comparison of O&D air spend and segments volume grouped by city pair (bi-directional) and carrier |
| Summary by Hierarchy | Provides time period comparison of total spend and transaction volume grouped by hierarchy |
| Summary by Hierarchy and Major Industry | Provides real time comparison of total spend and transaction volume grouped by hierarchy and major industry |
| Summary by Industry Detail | Provides time comparison of total spend and transaction volume grouped by industry detail |
| Top Airline Report | Transaction amount by airline |



| Top Car Rental Report | Transaction amount by car rental agency |
|--|--|
| Top Hotel Report | Transaction amount by hotel |
| Top Hotel Report by Property Location | Transaction amount by hotel location |
| Total Air Spend by Hierarchy | Provides time period comparison of total air spend and transaction volume grouped by hierarchy |
| Total Air Spend by Validating Carrier | Provides time period comparison of total air spend and transaction volume by validating carrier |
| Total Car Spend by Chain | Provides time period comparison of total car spend and transaction volume grouped by car rental chains |
| Total Hotel Spend by Chain | Provides time period comparison of total hotel spend and transaction volume grouped by hotel chains |
| Total Hotel Spend Property | Provides time period comparison of total hotel spend and transaction volume grouped by hotel property |

Transaction Reports - 4.6

| 4.6 Report | Description |
|--|--|
| Account Transaction Summary | Total transaction amount with account number |
| All Transaction Report | Transection level detail by hierarchy with date range prompt |
| Amount by Transaction Code | Transaction amount by transaction code with date range prompt |
| Convenience Check Report | Prompted report by transaction post data for convenience checks |
| Finance Charge Activity | Lists late charge activity for U.S. and Canada cards by currency code |
| Spend by Division | Level 3 sort with total spend and number of transactions, with date prompt |
| Summary Cost Center Report | Transaction amount by cost center |
| Transaction Search- Total Transaction Level | Total merchant transaction information with transaction post date range prompt |
| Transaction Search- Unit Transaction Level | Citi Commercial Cards reporting system ad hoc view |
| Transaction Summary | Total transaction information by transaction date |
| Transaction Summary View | Account level transaction totals by hierarchy |

Report Overview - 4.7

| 4.7 Rep | ort Overview |
|---|------------------------------|
| Account Statement Report | Expense Report (v2) |
| Account Statement Report Version 2 | Fleet Costs Report |
| Account Statement Report with Signature Lines | Fuel Brand Summary Report |
| Account Status Report | Fuel Exception Detail Report |
| Accounting Code Analysis Report | MCC Summary Report |
| Accounting Code Detail Report | Program Summary Report |
| Airline Summary Report | Top Merchant Summary Report |



| Approver Summary Report | Irish LID VAT Involce | | | |
|---|---|--|--|--|
| Approver Summary Expense Report | Irish Non Evidence Invoice | | | |
| Audit Report | Irish Simplified VAT Invoice | | | |
| Canadian Tax Report | Line Item Detail Report | | | |
| Card Program Analysis Report | Lodging Chain and Summary Report | | | |
| Cash Transaction Detail Report | Merchant Detail Report | | | |
| Central Travel Solution Account Statement Report | Merchant Related Spending Alerts Report | | | |
| Central Travel Solution Travel Information Report | Merchant Supplier Summary Report | | | |
| Company Analysis Report | Offline Cardholder Maintanance—Detail Report | | | |
| Cost Allocation Summary Report | Program Summary Report | | | |
| CTS Data Extract | Spend Analysis by Merchant Report | | | |
| Daily Transaction Summary Report | Spend Analysis by Merchant Category Report | | | |
| Delinquency Report Version 1 | Spend Analysis by Transaction Category Report | | | |
| Delinquency Report Version 2 | Spending Alerts Report | | | |
| Detail Spend Analysis by Account Report | Supplier Transaction Detail Report | | | |
| Early Warning Report | User Information Report | | | |
| Expense Report | Virtual Card Accounta Report | | | |

Please refer to the attached Appendix – CCRS Sample Reporting Package for examples of some of the online reports available to our clients.

2.75

Bidder should detail their ability to provide Level III data. What percentage of Contractor's merchants provide Level III data?

Response:

We are able to provide Level III data to our clients if it is sent to us at point-of-sale from the merchant where the purchase was made, or if the information is provided through a subsequent data file (often called 'enhanced data') post the purchase transaction.

Currently 4% of the merchants that accept any commercial card solutions provide Level III data. Citi can discuss merchant participation strategies with the State to increase the amount of Level III data offered. **2.76** The bidder should detail their ability to provide transaction detail with up to the minute

The bidder should detail their ability to provide transaction detail with up to the minute information.

Response:

The following transaction reports described in table 4.8 below are available to the State through the CitiManager Custom Reporting module:

| 4.8 Report | Description |
|-----------------------------|--|
| Account Transaction Summary | Total transaction amount by account number |
| All Transaction Report | Transaction level detail by hierarchy with date range prompt |
| Amount by Transaction Code | Transaction amount by transaction code with date range prompt |
| Convenience Check Report | Prompted report by transaction post date for convenience checks |
| Finance Charge Activity | Lists late charge activity for U.S. and Canada cards by currency code |
| Spend by Division | Level III sort with total spend and number of transactions, with date prompt |
| Summary Cost Center Report | Transaction amount by cost center |

| Transaction Search- Total Transaction Level | Total merchant transaction information with transaction post date range prompt |
|---|--|
| Transaction Search- Unit Transaction Level | Citi Commercial Cards reporting system ad hoc view |
| Transaction Summary | Total transaction information by transaction date |
| Transaction Summary View | Account level transaction totals by hierarchy |
| Spend by Division | Total spend and number of transactions (date prompt) |
| Late Charge Activity | Lists late charge activity for U.S. and Canadian cards by currency code |

Most merchants in the United States submit transactions electronically through their acquirer on the same day as the transaction. With this approach, charges post within 24 to 48 hours. Where merchants do not settle their card activity on the same day, the amount of time varies according to when the merchant settles with its acquiring bank.

| Bidder should describe current software/hardware requirements necessary to access internet/online solutions and any PC based applications offered in the RFP response and |
|---|
| specify the required Windows version. |

Response:

Clients do not require special software or hardware to support the core commercial card products. The required hardware and software configurations for Citi's online reporting and program management tools are described in table 4.9 below:

| 4.9 CitiManage | Online Tool Hardware and Software Requireme | ents |
|----------------|---|------|
|----------------|---|------|

Hardware Requirements

 IBM compatible computer OR Macintosh computer (iMac or above) with connectivity to web browser/ internet

Software Requirements

- Windows 7+
- Acrobat Reader version 10+
- Adobe Flash Player version 10+

Web Browsers Requirements

- Internet Explorer 11+
- Firefox 38+
- Google Chrome 38+
- Safari 5+*

Preferred / Optimal Hardware and Browser Environment

- 500 MHz or higher processor
- 512 MB RAM or higher
- 2GB hard disk free space (for report downloads)
- High speed Internet connection (for report downloading and cost reallocation)
- Preferred browsers include Internet Explorer 10+ / Firefox 34+ / Google Chrome 39+

*Note: Not supported by Global Card Management Module (GCMS)

2.78 Multiple program users access the online system simultaneously to view activity, generate reports, create extracts, etc. Bidder should detail all limits to using its reporting tools and details accommodating multiple users.



Response:

Citi takes all necessary precautions to ensure our technology systems function properly and that we are available to provide seamless service to clients at all times. The capacity of our online systems is such that the State's cardholders and Program Administrator(s) can access the system concurrently without any issues. We monitor the capacity of our systems regularly, and add capacity well in advance of need.

As an ongoing practice, system capacity is facilitated by carefully monitoring number of users and usage. Extensive monitoring mechanisms are in place to watch for sudden spikes that may trigger an alert based on pre-set thresholds such as unusually high CPU utilization rate or reaching certain disk capacity levels.

2.79 The bidder should detail how reports are created, what formats are offered, related notification, and delivery options.

Response:

Clients are able to set up a schedule for any of the many predefined reports, as well as those reports created by clients. Reports are run on schedules defined by the State (daily, weekly, monthly, cycle), and clients can optionally elect to receive a "Report Ready" notification, when the report generation process completes. Due to security concerns, Citi does not mail the physical report; rather, the Report Ready notification provides a link to the CitiManager site.

As an alternative, Citi also can securely deliver transaction data in one of several standard or custom file formats directly from our Global Data Repository for use within a client's system. Citi also can develop, for an additional cost, a custom file format to meet the specific needs of a particular client. In both cases, these files can be scheduled for delivery on a daily, weekly, monthly or quarterly basis.

Program Administrators and Cardholders can access reports through the CitiManager web portal and can print and download reports as needed. Online reporting is available on a 24/7 basis.

Output Formats

Using CitiManager, the State can select the report output format that works best for your organization.

Standard report output options include:

- XLS with or without formatting
- CSV
- TXT
- PDF
- HTML

There is no limit to the amount of data that can be exported at any one time other than that of the receiving application (e.g., MS Excel), which Citi does not control.

2.80 The Contractor shall provide a report, at least monthly, of all current open/active cardholder accounts at the campus/agency or card program level. The cardholder listing report shall include, but may not be limited to the following cardholder/account information: account number, name, program types, cardholder address, department name, credit line, phone number, single purchase limit, expiration date, date opened, cost center, department name, and identification number. The report may be requested more frequently by the participating card programs. The bidder should detail if the report is available online and if sorting capabilities exist.

Response:

Citi can accommodate this requirement. The CitiManager Custom Reporting module offers a variety of account management reports online for the State's use described in table 5.0 below:

| 5.0 Report | Description |
|--|--|
| Active Account Listing with Hierarchy | Account level detail for all active accounts |

| A | A |
|---|--|
| Account Listing with Hierarchy | Account level detail with hierarchy names |
| Account Profile (with card limit selection) | Account level detail with card limit prompt |
| Card Summary | Account level count of transactions with date range prompt |
| Cardholders by Division | Account name with hierarchy and master accounting code information |
| Count of Cards by Hierarchy | Number of cards by hierarchy |
| Credit Limit Review Report | Cardholders and transactions to date with credit limit; can be used to determine who is approaching the account credit limit |
| CRV Activation | Shows accounts with CRV activation |
| Current Balance by Hierarchy | Summary of card accounts with current balance |
| Detail Account Listing | Account level detail for hierarchies 1-6 |
| Direct Debit Flag | Account level detail with direct debit flag |
| Hierarchy Levels 1-6 and Names | Lists available hierarchy levels 1-6 and names for which user has access |
| Hierarchy Structure Report | Lists organization structure available to users, including hierarchy numbers and names |
| Hierarchy Summary | Count of cards for hierarchy Level 1 |
| | |

Using the CitiManager Custom Reporting module, the State will have full control over report production, enabling you to generate reports from over 600+ data elements, including Level III and enhanced folio data. Data can be pulled from all sections of a profile and sorted according to any field that the State selects. Based on the State's user entitlements, the system will allow users to create reports for multiple card types under the same login.

The State's users can modify report templates or create and save customized reports tailored to their needs as frequently as required. Reports can be pre-scheduled to run automatically or produced on an ad hoc basis.

The State's Program Administrator(s) can create on-demand reports online by:

- Selecting columns and options
- Creating calculations
- Filtering or grouping data

Users can also modify existing, pre-authorized report templates to suit their individual business requirements.

Using the module, the State can track and group transactions as well as filter on any attribute, such as cost center, commodity code, or cardholder. Your Program Administrator(s) can access general functionality, such as formatting, sorting, and performing summary calculations, for straightforward querying. In addition, users have access to more advanced functionality, such as sub-totaling columns, creating custom prompts, and on-the-fly charting capabilities.

Reporting Frequency

CitiManager's web-based reporting for Citi's commercial card programs is available on demand at intervals defined by the State. Reports can be issued at the following frequencies, depending on the type of report:

- Cycle
- Daily
- Month end
- Calendar and Fiscal Quarter
- Calendar and Fiscal Year



In addition, the State can pre-schedule specific reports to run in the format and time intervals you have defined.

2.81 The Contractor shall provide a report, at least monthly or as needed, of all cardholder accounts issued since program inception at both the campus/agency or card program level. The cardholder listing report shall include, but may not be limited to the following cardholder/account information: account number, name, address, department name, credit line, phone number, single purchase limit, expiration date, date opened, cost center, department name, account status, date of recent status change, program type and identification number. The bidder should detail if the report is available and if sorting capabilities exist.

Response:

Citi can accommodate this requirement. Please refer to the answer to the previous question for more detail.

2.82 The bidder should detail their ability to provide detailed decline reports by card program, minimum of weekly, summarizing transaction date, time, amount, merchant identification, reason for decline, MCC identification, account status, cardholder name and account number. The bidder should include details about format, file sharing, and manipulation capability.

Response:

Citi can accommodate this requirement. Program Administrators can view declined transactions in real-time via CitiManager. Declined transactions include the decline reason, MCC Code and amount of the declined transaction for the cardholder account.

The State may also view reports on declined authorizations over a three-year history via CitiManager's reporting module. In addition, CitiManager's reporting module enables the State to receive reports on cardholders exceeding transaction limits. See an example in graphic 5.1 below.

| View Authorizat | ion | | | | | |
|--|-------------------------------|-----------------------|-------------|----------------------|--------------------|--|
| VIEW AUTHORIZATION | ON YOUR ACCOUNT | | | | | |
| CAPITINIS R | CARD NAME | TOTAL CREDIT LIMIT | 10 | TAL BALANCE AVALABLY | | |
| XXXXXXXXXXXXXXX021234 | 300 NHOL | \$ 10,000.00 | 56 | ,056.00 | | |
| | ons are currently on your Acc | | 1150 | TRANSPORTION AND UNT | ***** | |
| The following Authorizati TRANSACTION | | OUNT AS OF OI/OB/2016 | MGC | TRANSACTION ANOUNT | STATUD | |
| | | TION DETAIL | мес 3206 | TRANSACTION ANOUNT | STATUO Approved | |
| TRANSACTION | TRANDAO Acme Co | TION DETAIL | | | | |

5.1 CitiManager Account Summary Real-Time View for Authorized / Declined Transactions

Output Formats

Using CitiManager, the State can select the report output format that works best for your organization. Standard report output options include:

- XLS with or without formatting
- CSV
- TXT
- PDF
- HTML

Report Format, Sharing, and Manipulation

The State can generate both standard and customized reports and share report templates across the



organization. Users can set up reports to run automatically. Reports can also be exported into the output files listed above and shared with other State employees.

CitiManager utilizes a high performing, global data repository to provide robust custom reporting. Users can create and save customized reports, which can be pre-scheduled to run automatically or produced ad-hoc. Users can also run standard reports or manipulate standard reports with custom elements. These reports can also be saved for later use. The State will have full control over report production, enabling you to generate reports from over 600+ data elements, including Level III and enhanced folio data. Data can be pulled from ail sections of a profile and sorted according to any field that the State selects.

Fee Requirements for Card Programs

2.83 Does the bidder agree that no fees will be charged for the card programs, implementation thereof, or any of the services detailed in the RFP?

Yes X No

Response:

Please see the attached Appendix – Citi Pricing Schedule C for information regarding pricing, fees, and rebate.
 Unless otherwise specified, the contractor shall, at no cost, furnish all necessary labor, forms, equipment, supplies, written or visual aids, literature, and related information to perform the services required in this RFP. Will the bidder comply?

Yes X No

Response:

Please see the attached Appendix – Citi Pricing Schedule C for information regarding pricing, fees, and rebate.
 Will the bidder agree the card programs shall not incur interest or fees on balances less than forty-five (45) days past cycle date?

Yes X No

Response:

Citi can accommodate this requirement. No late fees will be assessed on past due balances until day 45. **2.86** The card programs shall not incur interest or fees for purchases/transactions in dispute, can the bidder comply?

Yes __X__ No ___ Response:

Disputed charges are placed in a suspended account, subtracted from the payment due, and not subject to finance charges pending resolution. Once a resolution is reached, the charge is either reapplied (without finance charge accrual) to the balance due, or permanently removed from the account. Since the billing account is the statement of record for invoices, the dispute credit will be reflected on that account and removed from invoices, which includes all finance charges, late fees, past due amounts, and minimum due amounts on the subsequent statement, until it reaches resolution. The disputed amount is still included in the total balance of the statement, but is only used in calculating available credit and authorizations. Billing statements, which provide notifications of merchant credits and/or dispute credits, are sent after each billing cycle. As noted above, resolution in favor of the cardholder results in the transaction amount being permanently removed from the account.

Citi does not charge fees for transactions under dispute.

Transaction Dispute Process/Reconciliation and Fraud

2.87 Bidder should detail the work flow and time requirements regarding disputed transactions indicating the responsibilities of the parties involved.

Response:



Step-By-Step Instructions on How to Initiate a Transaction Dispute

Step 1:

Simply call Citi Customer Service (the number is located on the back of your card). The representative will collect required information in order to initiate your claim.

Step 2:

If no further action is required by you to process your claim, the Customer Service Representative will submit the request the day it is received. In some instances, you may need to provide electronic signature or further documentation; the representative will walk you through requirements as needed.

Step 3:

After your information is reviewed for completeness and accuracy, your claim is submitted to the Association within nine to 10 calendar days. The average estimated resolution time is 30 days.

If additional documentation or validation is required, Citi's Customer Service Representative will walk you through what is needed. In most cases, you may provide validation of the claim via email to help expedite the process while maintaining your information security.

Disputed Charge Process

Most disputes can quickly be initiated via a phone call to Citi's Customer Service Unit.

When a cardholder calls Customer Service to initiate a transaction dispute, the Customer Service Representative (CSR) will collect required information on the call. The Customer Service Representative will ask the cardholder questions about the transaction and collect all necessary information required to process the claim with Visa or MasterCard. A program administrator may also initiate a dispute on the cardholder's behalf.

All communications dealings with any dispute should include:

- Cardholder name
- Account number
- Date, merchant, and dollar amount of the disputed charge.
- Reference number
- Description of the dispute or error

The State will have the support of Citi's Disputes Team. The Disputes Team is group of representatives trained in all aspects of MasterCard and Visa card association rules and regulations related to initial dispute charge backs, chargeback representments, pre-compliance, and arbitration. Designated representatives handle all commercial card disputes.

If additional documentation or validation is required, the CSR will walk the cardholder through what is needed. In some cases, a cardholder may need to provide validation of the claim via email to help expedite the process. Citi deems the statement credit as confirmation of dispute initiation. We can send a confirmation email if required.

Initiating dispute and declaration of fraud claims over the phone is faster and less complex for cardholders than paper/fax dispute processes. Telephone initiation also helps clients and Citi foster a "greener environment" by eliminating paper processes.

Timing for dispute resolution and supplier response is governed by credit card regulations. According to these regulations, Citi has 10 days to answer the cardholder once a dispute is lodged; average resolution time is 30 days. A charge can be disputed after it has been paid as long as it is done within 60 days of the transaction date.

As an alternative to calling the Customer Service Center to file a claim, the cardholder may complete and fax the Dispute and/or Declaration of Fraud forms found at <u>https://home.cards.citidirect.com</u>.



Notice of Dispute Resolution

Citi provides an indicator on the cardholder's statement if a transaction is under dispute and removes the amount of this transaction from the amount due. Citi provides standard dispute reports via the CitiManager Custom Reporting module. On the cardholder statement, transactions will be highlighted if they are under dispute.

Once the transaction is resolved, the resolution is noted by the removal of the dispute indicator on the statement and via CitiManager. Additionally, cardholders can also subscribe to receive an email and/or SMS alert notifying them that their dispute has been resolved.

Removal from Balance Due

Disputed charges are placed in a suspended account, subtracted from the payment due, and not subject to finance charges pending resolution. Once a resolution is reached, the charge is either reapplied (without finance charge accrual) to the balance due, or permanently removed from the account. Since the billing account is the statement of record for invoices, the dispute credit will be reflected on that account and removed from invoices, which includes all finance charges, late fees, past due amounts, and minimum due amounts on the subsequent statement, until it reaches resolution. The disputed amount is still included in the total balance of the statement, but is only used in calculating available credit and authorizations. Billing statements, which provide notifications of merchant credits and/or dispute credits, are sent after each billing cycle. As noted above, resolution in favor of the cardholder results in the transaction amount being permanently removed from the account.

Citi does not charge fees for transactions under dispute.

Process to Balance with the State Billing Cycle

CitiManager's Card Management module will enable the State to manage the program, review transactions, and allocate and reconcile charges and accounts. The module offers account setup and management, data delivery, and other essential service functions.

The module's conciliation benefits to the State include:

- Review, reconcile and reallocate transactions
- · Access transactions using search criteria
- Retrieve online statements by cardholder, cycle, or statement status
- Review and approve statements
- Initiate transaction disputes

eDelivery

Citi's new secure email system allows Citi Customer Service to send cardholders with special dispute cases the necessary form to obtain their electronic signature in a safe and efficient manner.

The benefits to cardholders include:

- · White-glove service to assist with the claims process and completion of dispute forms over the phone
- Automation for all documents requiring signature, eliminating multiple ad complex steps
- Verifiable audit trail
- Email receipts and reminders

Online Dispute

The State's Program Administrator(s) and cardholders can use the CitiManager Card Management module to execute and manage disputes online. The online dispute log will help the State's Program Administrator(s) determine the status or resolution of any queried dispute by performing a search based on cardholder last name, status, post date, dispute date, or selected date range. A screenshot from this tool is provided below in



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Online Dispute Form - 5.2

2.88

Bidder should detail its process to suspend accounts while in dispute and related notification thereof.

Response:

It is not Citi's standard practice to suspend accounts with disputed charges. Citi will not cancel or suspend any account without the State's express consent, other than in cases of fraud, theft, loss, emergency, or nonpayment. In such instances, the Program Administrator may not be notified prior to cancellation due to timing and need to minimize client risk. If the State would like to suspend card accounts with disputed charges, your Program Administrator may do so through CitiManager or a call to Customer Service.

2.89 Bidder should include copies of all forms and affidavits required to be completed in cases of transaction disputes and fraud.

Response:

Please refer to the attached Appendices - Citi Commercial Cardholder Dispute Form and Fraud Affidavit Form.

2.90 Bidder should detail how disputes and fraudulent transactions are handled. The bidder should indicate how they identify and reconcile credits associated with original debits. Is this a paper or electronic process? What is the expected turnaround time for credit receipt due to fraud?

Response:

Citi is the industry leader in predicting and identifying fraud; with overall fraud losses significantly lower than industry averages. Through our state-of-the-art fraud prevention technology and association partnerships, we dedicate ourselves to identifying and preventing fraudulent activity.

Citi works closely with MasterCard, Visa, and other banks in the market and industry partners, to protect against fraud. We share with one another what types of fraud are emerging and what strategies we are using to prevent it. We believe a consolidated industry approach is beneficial to everyone.

Our existing Fraud Early Warning System (FEWS), along with 100% Chip and PIN implementation of 3D Secure, and Multi-Factor Authentication criteria are clear demonstrations of all the measures that Citi is taking to further address and protect against the unauthorized use of cardholder accounts.



While we already employ sophisticated tools and technologies to identify potential fraud, your partnership is also important to us and we recommend that, in addition to the security measures you may already have in place, you and your cardholders undertake certain activities to help protect your organization and your cardholders.

Citi has introduced a new era in card technology by migrating cards to latest Chip and PIN technology. Data security is critically important to both the State and Citi and using cards that have the Chip and PIN technology provides an added layer of security and convenience. Chip and PIN cards contain an encrypted microprocessor that is embedded in the card. If the card is lost or stolen the embedded microchip makes the card extremely difficult to counterfeit. All Citi Chip and PIN cards will continue to have a magnetic strip, enabling cardholders to use their Citi Chip and PIN cards at merchants who have not adopted Chip and PIN card and technology. No personal information about the cardholder account (outside of the account number, expiration date, PIN and Security Code) or cardholder is stored on the microchip.

Fraud Early Warning System (FEWS)

Our proprietary Fraud Early Warning System (FEWS) continuously screens credit card activity. This system contains various fraud profiles and algorithms and queues all transaction activity for measurement against those profiles. We score transactions based on these algorithms to determine the likelihood that a suspect transaction is fraudulent. Our goal is to provide uninterrupted service to our clients, while identifying and preventing fraudulent activity.

If a transaction fitting current fraud trends occurs on an account, the account is queued and potentially blocked. Citi's Fraud Early Warning team reviews the flagged transaction and verifies whether or not it appears to be fraudulent. If fraud is suspected, a specialist will reach out to the cardholder. Citi Commercial Cards will attempt to reach cardholders through phone, letter, text and email. By using these contact methods, we can notify cardholders anytime, anywhere, which allows us to manage card activity and fraud faster and more efficiently.

In the case of fraudulent activity, the account number is shut down and our Security Services Department begins to investigate the issue upon receipt of an affidavit from the client. These are standard services offered by us to all of our clients, corporate and consumer, and there are no associated fees.

3D Secure: Pre-Transaction, Authorization Process

Citi has introduced 3D Secure (also known as MasterCard Secure Code or Verified by Visa) to reduce third party fraud. 3D Secure is a pre-transaction, authorization process to authenticate cardholders using their credit card at a participating e-commerce merchant. Online third party fraud detection is becoming more prevalent due to increased Chip and PIN adoption and this is expected to grow in the U.S. as Chip and PIN becomes more common.

3D Secure works at the point of sale, where the cardholder's credit card number is verified against a set of business rules (set by the issuer) and:

- If the authentication is positive, then the transaction is sent to the card issuer for authorization
- If the authentication is negative, the cardholder is asked for a One-Time Password (OTP), delivered by the issuer to the cardholder on file via SMS (or Email, in some cases). If the cardholder then enters the password correctly when prompted, the cardholder will be positively authenticated, and the transaction would be sent to the card issuer for further authorization.
- If the cardholder does not enter the correct OTP, then he will receive a message stating the transaction cannot be processed and will be advised to call Citi's Customer Service.

Client Fraud Reporting Tools

In addition to internal fraud processes performed by Citi, we have a number of tools available to the State to identify irregularities and misuse, and to assist it with internal audit. Controls include transaction blocking based upon MCC code and dollar amount, dollar limits for specific MCC groups, and temporal controls utilizing a number of transactions and aggregate dollar amounts. These controls are the single most effective way to enforce the State's spending policies.



Though CitiManager, the State can leverage the following features for spend level monitoring:

- Transaction flagging for special action review
- Routing of approved statements to a manager for a second level review
- The ability to email review output to Compliance / Audit within the State
- Direct view capability for Audit, Compliance, financial officers, and Program Administrators.

In addition, CitiManager has a front page seen immediately after log in, which enables us to publish important information to our clients. Using this same functionality, your Program Administrator(s) can post messages to the cardholders to communicate critical updates.

The CitiManager Online Library provides several types of reports the State can use to detect suspicious or fraudulent transactions and provide insight into potential misuse of the program, including, account statement exceptions, account spending exceptions, SIC exceptions, declined authorizations, and account dispute reports.

Citi Fraud Team in Action: Fraud Prevention, Detection, and Recovery

Citi's Commercial Cards fraud management team knows how commercial card programs work, which limits "false positive" situations that can interrupt cardholders' legitimate purchases. Our Fraud Management Team is part of the Commercial Cards business and fraud analysts are co-located with your designated Client Service Team.

By partnering with Citi, the State will benefit in the following fraud prevention, detection, and recovery services:

| Fraud Analytics: Prevention & | Analytics | Continually identify unusual spending patterns Determine common points of compromise with Citi partners and external working groups | | |
|--|-----------------------------|--|--|--|
| Detection | Strategy Development | Review fraud dollar losses by fraud type Establish fraud risk and thresholds by type | | |
| Fraud Early Warning: | Transaction Verification | Determine validity of transaction in question via experienced fraud rep account review | | |
| Detection | Notification | Verify cardholder activity using best practices Monitor High Risk accounts after fraud attempt | | |
| Security Operations: Recovery & Deterrence | Recovery | Investigate fraud disputes Execute chargeback / recovery process | | |

5.3 – Fraud Services

Fraud Notification

Citi Commercial Card Client Delivery contacts cardholders where fraud is suspected on the cardholder's account using advanced technology to create a single source solution to contact cardholders via text message and email.

Immediate communication with the cardholder will limit losses related to fraud and minimize cardholder impact.



Notice of Fraud Resolution

Citi uses extensive fraud monitoring and resolution techniques. Once fraud is reported or identified, the State can use Citi's reporting module to view the status of accounts. If fraud is suspected, cardholders will be notified directly to confirm whether their card has been lost or stolen. Each charge noted and confirmed as fraud will be credited back on the cardholder statement immediately. The reconciling of the credit to the original charge is not a service provided by Citi; rather this is managed by the cardholder or Program Administrator when reconciling the monthly billing statement. However, Citi will provide confirmation of the credit when it is applied to the account, which can be used to assist with reconciling the credit to the original charge.

Disputed Charge Process

The dispute process is explained in great detail in the answer to question 2.87. Please see above.

2.91 The bidder should detail the types of cardholder adjustments processed by the bank and generally included in transaction files to customers. The bidder should detail their ability to customize the file to block certain types of adjustments unacceptable to the individual card program(s). The bidder should detail the delivery options (combined with current file, separate file transmission, etc.) available for cardholder adjustment entries and what timing options those entries can be provided to the programs (daily, weekly, monthly, etc). An example of an unacceptable entry would include internal bank GL credit and debit adjustments.

Response:

As part of the implementation process, the Implementation Manager will work with the State to determine file delivery needs. As part of that discussion, a sample file layout will be provided for review that will detail all elements included in the file.

Should there be adjustments processed on an account, the debit or credit adjustment will be included in the file. Citi would process a debit or credit adjustment for various reasons, for example:

- Duplicate charges
- Disputed charge
- Fraudulent charge
- Mis-posted payment

Should the State want certain transactions blocked from the file, this would require a custom file, which would be discussed as part of the implementation process.

2.92 The contractor shall monitor, identify and alert the Program Administrator or his/her designee of potentially fraudulent transactions. The bidder should detail its fraud prevention system and workflow process.

Response:

When Citi detects potential fraud, the card is blocked immediately and the cardholder receives notification via SMS alert. If the cardholder does not respond, the transaction will not be approved, the block stays in place, and Citi notifies the State's Program Administrator(s) by email. If the cardholder responds to the SMS alert (by return text or by calling the help desk) and verifies the validity of the transaction, the card block is removed.

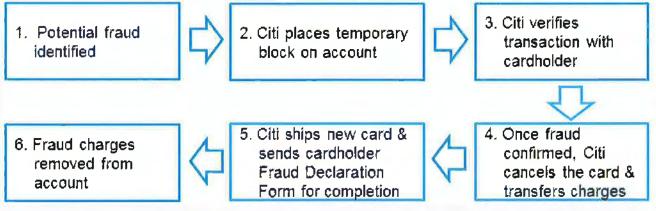
Fraud Notification

Citi can add the Program Administrator's email address to our fraud alert system, so the State and the cardholder would be notified simultaneously. It is important that contact information is updated by the State on a regular basis to ensure that emails are delivered to the correct recipient.

Process Flow

Graphic 5.4 below shows the fraud management detailed process flow, from the identification of an incident or potential incident of fraud.





5.4 Fraud Management Process Flow

- 1. Potential fraud can be identified in the following ways:
 - Citi identifies potential fraud as part Citi's fraud detection process
 - Cardholder identifies potential fraudulent transactions while doing expenses
- 2. When potential fraud is identified, Citi places a temporary block on cardholder's account and continues to monitor it.
- 3. Citi contacts the cardholder to verify potential fraud, via email or phone. Citi emails the program administrator about the potential fraud as well if the cardholder cannot be reached.
- 4. If fraud is confirmed, Citi cancels the cards, transfers charges to new account and issues a new card. For exceptional circumstances, such as a cardholder travelling, Citi may leave the account open and may place a temporary block. Citi will continue to monitor the account.
- 5. Citi ships new card to the cardholder via regular shipping. Citi also sends the Fraud Declaration Form to the cardholders, via fax, mail, or email, or initiated online on behalf of the cardholder as part of Association guidelines to initiate charge-back from the merchants.
- 6. Fraudulent charges are removed from the account within 48 hours of Citi's receiving the completed Fraud Declaration form.

For information on Citi's fraud process, please refer to question 2.90 above, where our fraud prevention process is listed in great detail.

2.93 The bidder should detail activity triggering fraud alerts.

Response:

Our proprietary Fraud Early Warning System (FEWS) continuously screens credit card activity. This system contains various fraud profiles and algorithms and queues all transaction activity for measurement against those profiles. We score transactions based on these algorithms to determine the likelihood that a suspect transaction is fraudulent. Our goal is to provide uninterrupted service to our clients, while identifying and preventing fraudulent activity.

If a transaction fitting current fraud trends occurs on an account, the account is queued and potentially blocked.

2.94 The bidder should detail the options in communicating fraud to the cardholders or Program Administrators. The bidder should detail volume of phone calls, the potential scripts, written communication, identification of callers (i.e., the bidder or its subcontractor) and customer service phone numbers.

Response:

If fraud is suspected, a specialist will reach out to the cardholder. Citi Commercial Cards will attempt to reach cardholders through phone, letter, text and email. By using these contact methods, we can notify cardholders anytime, anywhere, which allows us to manage card activity and fraud faster and more efficiently. Immediate communication with the cardholder will limit losses related to fraud and minimize cardholder impact.



Notice of Fraud Resolution

Citi uses extensive fraud monitoring and resolution techniques. Once fraud is reported or identified, the State can use Citi's reporting module to view the status of accounts. If fraud is suspected, cardholders will be notified directly to confirm whether their card has been lost or stolen. Each charge noted and confirmed as fraud will be credited back on the cardholder statement.

Actual Cali Center Volume Metrics (Yearly)

Below in table 5.5 details the areas tracked by Citi's call center, as well as actual performance.

| 2015 - 2018 | | | | |
|---|-----------|-----------|-----------|---------|
| Table 5.5 | 2015 | 2016* | 2017 | 2018 |
| Total Calls Received (includes password resets) | 1,608,004 | 1,392,884 | 1,303,618 | 341,380 |
| Percent of Calls Handled by IVR | 63% | 59% | 61% | 56% |
| Quality Sample Size | 2,801 | 7,020 | 7,802 | 2553 |
| Accuracy Defects | 16 | 188 | 303 | 0 |
| Percent Accuracy | 97% | 95% | 96% | 92% |
| Calis Abandoned > 20 seconds | 62,463 | 34,226 | 19,105 | 63,417 |
| Percent of calls Abandoned > 20 seconds | 4% | 2% | 6% | 15% |
| Average Speed of Answer (seconds) | 39 | 24 | 63 | 191 |
| Calls answered after 20 seconds | 362,302 | 239,420 | 147,775 | 131,383 |
| Percent of Calls Answered After 20 seconds | 24% | 18% | 32% | 41% |
| Percent of Calls Answered in < 20 seconds | 76% | 82% | 68% | 59% |

As of April 2018

Customer Service Scripts

Citi Customer Service Representatives do not work off of set scripts. Citi has documented procedures for each of the sample call types that a representative may receive.

All new Customer Service Representatives (CSRs) receive 120 hours of initial training. This training is a combination of classroom training, role playing, and system navigation, as well as handling actual cardholder inquiries. New CSRs also receive an additional 80 hours of on-the-job training in a classroom environment. Once on the call floor, our representatives receive daily feedback related to their performance. CSRs receive 1-1.5 hours of supplemental Up Training on a quarterly basis. Online Up Training offers CSRs refresher courses on certain aspects of their job. At the end of the training, the CSR will complete a test with the results forwarded to their manager.

To ensure that the highest levels of service and quality are maintained, we provide ongoing training for our CSRs on product enhancements, program developments, and on improvements to the customer service process. Some examples of the various training platforms and processes used include extensive classroom training, side-by-side mentoring, quality reviews, monitoring, and online resources including real-time reference materials.

Cardholder Information Required for Verification

When a cardholder contacts the Citi Customer Service Unit, we require one personal information field for identity verification by phone. SSN, employee ID, and mother's maiden name are options frequently used by clients.



Customer Service Contact

Citi's Commercial Card Customer Service Unit is dedicated to providing superior service 24/7. Customer Service handles inquiries from cardholders, Program Administrators, merchants, and third parties.

Customer Service can handle all emergencies and can be reached via toll-free phone number or by collect call if the cardholder is out of the country. Additionally, a designated fax number and email address will be provided for the State's cardholders.

We operate local / regional call centers worldwide, most of which provide toll-free assistance through local market phone numbers in local languages.

The collect number for government clients is (904) 954-7314.

The card associations also offer toll-free assistance. MasterCard can be reached at (800) MC-ASSIST and Visa can be reached at (800) Visa-911.

2.95 The bidder should detail how parameters of the fraud system can be adjusted, monitored, or controlled to ensure cards are properly handling legitimate transactions, both nationally and internationally.

Response:

Citi makes changes to its fraud-related systems, policies, and processes frequently to ensure that we stay one step ahead of the fraudsters. Our various fraud scoring models are updated several times each year but our fraud monitoring rules (which determine when and how we stop the fraudsters in real time) change daily based on changing fraud patterns.

2.96

The bidder should detail instances when a card shall be suspended or inactivated in cases of fraud that have not been reported by the cardholder. If a card is suspended or cancelled due to fraud, the bidder should detail timing of replacement issuance and delivery.

Response:

If fraud is suspected, Citi will contact the cardholder to verify the transaction. If the cardholder denies the transaction, Citi will immediately close the account and issue a replacement card. If necessary, Citi can have the replacement card issued on a rush basis and sent via overnight delivery so as not to interrupt usage of the card.

Emergency Replacement

Emergency card replacement is within 24 hours, provided that the request is received by 3:00 p.m. (ET). Emergency cards can be sent via courier.

Please note that delivery timeline may depend on where the card is being delivered.

2.97 The bidder should detail how prior spend impacts fraud parameters. The bidder should detail its accommodations to new card programs that lack historical data.

Response:

One of the unique aspects of Citi's fraud mitigation program is the process by which we construct our fraud rules. Unlike others in the market we don't have rules that, as an example, only take into consideration a single neural fraud score. The reason behind this is that individual scores (regardless of vendor) struggle initially to understand what "normal" behavior looks like for a new client and accordingly tend to decline a higher percentage of transactions out of the gate. In an effort to minimize fraud related declines for our clients we take a slightly different approach. For example:

- Our rules consist of multiple varying elements, in an effort to focus on known fraud behaviors (i.e. include MCC's, dollar amounts, State/Countries, Merchant ID's, etc.)
- Our rules are built using multiple different scores, i.e. a transaction has to qualify for two different score thresholds before it will be actioned by a fraud rule reduces false positive impact by up to 65%
- Majority of our rules allow the cardholder to self-resolve, i.e. we send out an alert "real time" via multiple channels and the cardholder has the opportunity to acknowledge activity "prior" to being declined



 Citi utilizes only the best neural scores available in the market and are constantly calibrating those models to optimize score performance

We also have the ability to remove accounts from select fraud rules if, for example, in the case of an employee whose spend behavior doesn't match up against what's "normal" for the client. They might qualify for a fraud rule when that behavior is completely normal for them, while not for the typical employee. We can also design our rules to "remember" past activity that wasn't claimed as fraud so should that activity transpire again down the road we can consider it to be normal despite what the fraud scores are indicating.

2.98 The bidder should detail its process to identify, communicate, monitor, and resolve instances of breaches/compromises of numerous accounts. Detail shall include timelines, card replacements, etc.

Response:

In order to understand the full impact of a data breach event it's important to establish how events occur and what the Issuers role is around responding to these events. This is critical since no Issuer can prevent an event from occurring. Instead the key differentiator often times revolves around how they respond to the event itself.

Overview

A criminal organization gains access to Personally Identifiable Information (PII) such as a card number, or cardholder name, via a variety of sources. Some of those sources include:

- Merchants internal database
- Acquirers database acquirers are those companies that represent hundreds to thousands of individual merchants
- Processor's database processors are those companies that represent hundreds to thousands of financial institutions
- Software provider could impact multiple different merchant locations, but does not tie back directly to a single Acquirer or Processor (i.e. often times various pizza chains and fast food restaurants utilize common software to simplify order taking/reconciliation of goods/services sold)

To identify these events as quickly as possible, issuers employ analytics teams whose sole responsibility is to identify and confirm these events. They do this by reviewing recently identified fraudulent transactions and then using analytical software to quickly review the activity at hand to ascertain a Common Point of Purchase (CPP), also referred to as a Common Point of Compromise (CPC). This begins at the merchant level by determining if fraud patterns tie back to a single location or to a chain of stores. If no pattern can be identified, then the analysts move to Acquirers (looking for a single Acquirer that all merchants process with). If no common Acquirer can be identified the investigation moves to the Processor level to see if a commonality exists at that level.

Once an issuer (in this case Citi) identifies a CPP or CPC we share that information with the respective Association (Visa/MasterCard) so further analysis can be done. The Associations then aggregate all of the data obtained (from all issuers) to see if a linkage can be established. If sufficient evidence exists the association might choose to conduct a forensic investigation. That process is used to confirm that a data breach occurred and establishes the extent of the breach event (i.e. the time window of the breach and how many cards might have been impacted).

Once a breach event has been confirmed, a notification is sent to the Issuing bank (again, Citi in this case) so that impacted accounts can be addressed, as the Issuer sees fit. The notification provides accounts that have been "exposed" and does not necessarily mean that those cards have experienced fraud.

Citi's Approach

Major data breach events in the US have skyrocketed over the past few years, growing from eight major events in 2014 to over a thousand events in 2016. Many other Issuers in the market simply take the list of accounts and reissue all of them (or a large portion of them) to mitigate their financial risk. The problem with this approach is that it makes for a terrible experience for the end user (in this case the cardholder) as often



times they are without the use of their cards for seven to ten business days.

Citi's approach is unique. Once a confirmation is provided by the Association, all accounts are tagged and account activity is closely monitored. Accounts are only reissued when one of two specific conditions exist:

- 1) We observe accelerated fraudulent spend activity
- 2) We observe a high rate of fraud on accounts that were exposed

We further refine our approach by taking into account individual client specifics when reissuing cards due to a high fraud rate. For example, we support over 700 unique clients today. A high rate of fraud on a select group of clients does not mean that all Citi clients will experience the same fraud activity. Accordingly, when Citi makes a decision to reissue it is at the individual client level, and not across our portfolio as a whole.

We have also found that by deploying the tag and monitor approach Citi is able to run those impacted accounts through a unique set of fraud rules and can control our losses by only reissuing those accounts that experience a fraud attack (often times declining the activity as it is attempted, while notifying the cardholder in the process).

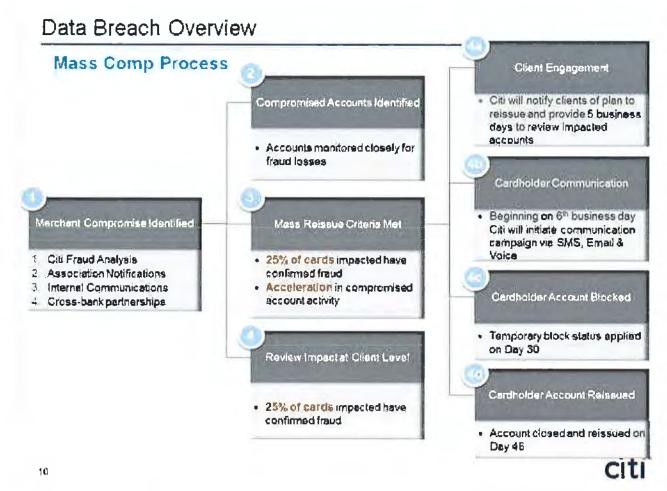
This unique approach has enabled Citi to effectively control our overall fraud losses, while maintaining best-inclass fraud decline rates. Bear in mind that this is during a period in time when Global Fraud Losses are projected to grow by \$10B, and Major Data Breach events are estimated to increase by a thousand over the course of the next few years.

It is important to note that Citi's Commercial Card program has done such an effective job of addressing Data Breach Events that we have not reissued cards for a single event in over 2 years (last event reissue was in Dec '15)—something few, if any, other card providers can claim.

Identified Fraud

When an event does meet the necessary criteria we follow the process outlined in graphic 5.6 below.





5.6 Data Breach Overview

Key points in this process include:

- Cards are reissued at the individual client level
- Clients are given time to review the file (prior to reissue occurring) so that VIP's or those travelling, or about to travel, can be handled separately
- Notification occurs via multiple channels (namely SMS, e-mail and voice)
- No block status is applied until 30 days after the contact strategy has begun
- Initial block is "soft" meaning it can be removed if cardholder is travelling and may be impacted

Files are provided to clients to keep them informed of progress (e.g. how many cards are still open), throughout the process, so that clients can engage as seen fit

PCI DSS Violation (Data Breach)

In the event of a major third party breach, the State's Client Account Service (CAS) Manager will reach out to your Program Administrator (PA) to review cardholder accounts with potentially impacted transactions with the affected supplier. Your CAS Manager also assists in filing disputes and removing potentially fraudulent charges from the cardholder accounts.

Citi Security Incidents

For Citi, maintaining PCI compliance aligns with our efforts to meet our information security standards. Any violation would be considered to be similar to a security incident. Citi's incident-response team is available at



all times.

Data Breach Response

In the unlikely event that an unauthorized party manages to access the State data, in addition to immediately escalating the incident internally through the Security Incident Response Team (SIRT), our business group information security officer (GISO) would immediately notify the State's Account Manager, who would direct our GISO and his/her team to the appropriate individuals at the State. Once contact is established, Citi will disclose information pertaining to the incident affecting the State's information, its cause, how and when found, and its ongoing analysis, investigation, and resolution.

Security Incident Response Process

Incident Detection and Reporting

All Citi employees, contractors, and third-party vendors (workers) are required to report all actual or potential information security incidents immediately upon discovery to an information security officer (ISO). The Content Monitoring Center (CMC), Security Operations Center (SOC), Cyber Intelligence Center (CIC), and Citi Security Information Services (CSIS) identify security incidents as part of their regular operating procedures.

The ISO, CMC, SOC, and CSIS are responsible for gathering all relevant information concerning a suspected information security incident and assigning a severity level. New incidents are then entered into the security incident management application.

Investigations

The CSIS Cyber Investigations Response Team (CIRT) investigates all incidents. CSIS will determine if law enforcement, anti-money laundering, and fraud units need to be notified.

Client and Regulatory Notification Process

All incidents suspected of containing personally identifiable information (PII) or relating to other information that may come under legal or regulatory notification requirements is evaluated to determine if notification requirements exist and if so, to complete the required notifications.

Incident Management Closure Process

Once the investigation, customer notice, and regulatory notification processes have been completed, the incident is closed. A post mortem review is performed dependent on the severity level. Reporting is completed to understand trends, root causes, and frequency of occurrence.

Examples

Security Incident Response Team (SIRT) Management deals with a complete range of information security events, from malicious activities by external parties (e.g., phishing, malware attacks, and attacks on Citi's Internet sites) to internal incidents affecting Citi, including mishandled information, misuse of information assets, and lost equipment.

2.99 The bidder should detail all internal Contractor operated or card company/programs/services available to protect card programs against loss due to employee misuse or fraud. The bidder should provide all materials related to those programs/services available.

Response:

Citi offers liability programs specifically for protection against misuse of the card, via MasterCard or Visa, and provides additional protections and limitation of potential company liability.

The State is not liable for any unauthorized charge occurring after the bank is notified of the loss, theft, or possible fraudulent use of the card. Clients failing to report promptly purchases made with lost or stolen purchasing cards may be liable for the transaction, with no maximum dollar amount cutoff. See Table 5.7 below for details.

5.7 Liability Waiver Programs



MasterCard Waiver of Liability Program

The MasterCard Waiver of Liability program is provided regardless of liability type; however, there are conditions and criteria based on liability type. The waiver provides protection to the State against employee misuse or abuse.

For programs with five or more cards, the maximum liability waiver coverage is \$100,000.

To collect on the insurance coverage for the unauthorized charges, the employee must be terminated and the State must provide a cardholder account cancellation request within two days of notifying Citi of the cardholder termination. Eligible charges are those incurred by the cardholder 75 days prior to termination and up to 14 days after termination.

Visa Liability Waiver Program

The Visa Liability Waiver Program is available to the State for charges incurred by a terminated a State cardholder that does not benefit the State directly or indirectly. The cardholder's employment must be terminated. The maximum coverage is \$100,000 per cardholder account for programs with five or more cards. Eligible charges are those incurred by the cardholder 75 days prior to termination and up to 14 days after termination. The State must notify us immediately. Enrollment is automatic and there is no deductible.

Both the Visa and MasterCard Liability Waiver programs are offered at no fee to the State. Claims processing has specific timeframes for the filing for coverage, which is typically 75 days from the date of transaction.

Program Audit Tool (PAT) Overview

In today's business environment, organizations are constantly looking for ways to ensure regulatory and internal compliance. Citi continues to drive the market in the development of new tools to protect the integrity of your card transactions and provide strict adherence to defined program parameters. CitiManager's Program Audit Tool (PAT) is a powerful web-based reporting and data-mining solution that consolidates cardholder data across all of your program accounts. PAT provides enhanced visibility into the State's spending activity by identifying transactions and "accounts of interest" against our standard rule set tailored with your programspecific parameters. An additional level of card-monitoring capabilities ensures the accuracy of valid transactions and protects against out-of-program card usage. Questionable transactions are easily identified — making it easy to recognize cardholder errors and misuse. PAT strengthens program and vendor management and empowers Program Administrators and auditors to maximize their decision-making by utilizing some of the most advanced security tools available in the market.

PAT helps detect card misuse and mitigates card program risk by allowing you to:

- Define acceptable transaction parameters according to program policy
- Ensure compliance with program policy and accountability through role-based workflows
- Generate e-mails to non-compliant cardholders
- Increase data availability with 13 standard audit reports

Auditing Process

Administration Process

Through PAT, *Administrators* have the ability to control policy parameters, assign specific hierarchies (by billing currency, MCC exceptions, dollar thresholds, and other key indicators), track program violations, and target transactions for review.

PAT's dashboards allow for easy interpretation of data and trend analysis, provide drill down capability for explanations, and enable notes to be added to transactions. *Administrators* can easily adjust the filtering criteria at any time by refining existing rules or creating new parameters by billing currency.

Based on the defined existing policy requirements, transaction "exceptions" are flagged, explanations are added and then presented for review. While Program Administrators control the rule sets and can browse suspect transactions, Program Administrators have no interaction in the review process.

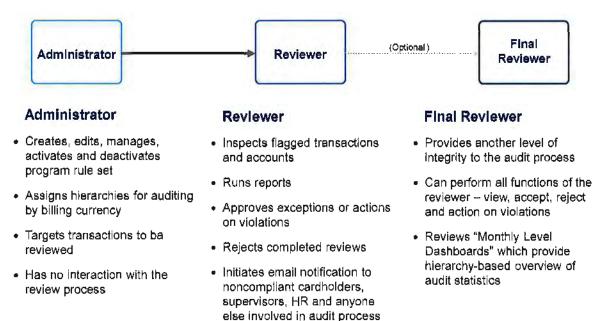
Review Process

Superior drilldown capabilities enables *Reviewer(s)* to see the "Transaction Summary Dashboard" to review violations, make comments and accept, edit or reject the transaction. A tiered review process may be implemented by incorporating a *Final Reviewer* to provide another level of integrity to the audit process. The



end result is that you are able to uncover possible exceptions quickly and easily, minimizing misuse by ensuring that cardholders are adhering to your organizational guidelines and policies.

5.8 Role Based Audit Workflow Overview



By deploying a *role-based workflow*, PAT serves to control a user's access to the various stages in the audit process based on defined roles. In limiting access by roles, the workflow ensures accountability, integrity and efficiency. Single users can, however, hold any combination of roles.

Audit Reporting

Accessible 24/7 through CitiManager, Program Administrators, Supervisors, and Managers can access a suite of 13 standard reports that facilitate monitoring key financial data and maintaining oversight over all of your organization's transactions.

Access to information is available 48 hours after each statement cycle and the standard reports may be retrieved via Excel or Adobe PDF files.

Reporting described in table 5.9 below includes:

| 5.9 Program Audit Tool (PAT) Reports (13) | | | | |
|---|----------------------------|--|--|--|
| Account Based Planned Action | Filter Summary | Post Review Transaction Listing Report | | |
| Account Violation Summary | Filtered Transactions | Resolution of Account Violations | | |
| Billing Currencies by Hierarchy | Highest Transaction Amount | Card Violations | | |
| Card Management | Highest Transaction Count | Transaction Based - Planned Actions | | |
| ourd management | ingreet transaction obtain | Handedon Bacca (hannos) later | | |

Cycle Audit Filters

Additional controls ensure that the reports are systematically generated and distributed to only the Program Audit Tool's enabled roles for the hierarchies they oversee. All PAT-enabled users have access to reports for hierarchies that they oversee and can schedule automated weekly or monthly notification e-mails for key audit statistics and specified reporting periods. The Final Reviewer has the capability to generate e-mails to the non-compliant cardholder and the supervisor from the Tool.

Sample Reports

6.0 Statistics Dashboard



Cilibank¹ Custom Reporting System

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| Statistics Dashboard | | | | et Gale: 2/1/20 | | | | | | |
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6 2 Statistics Dashboard



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2.100 The card programs require the ability to obtain cards that have higher credit limits for disaster situations. Cards will be stored securely with limited access. Can the bidder comply?

Yes X No Response:

We can provide emergency cards for any number of cardholders on short notice for any centrally billed card



program. Emergency cards enable the State to quickly activate a commercial card within minutes for crisis and emergency purchasing needs. The cards have single authorizations and a hierarchy that is separate from the State's standard, ongoing program.

Emergency cards can have a preset limit, can be loaded with preset controls as determined by the State, and delivered in a deactivated state. The cards can be activated as needed by placing a call to the Interactive Voice Response or Customer Service. Limits can be changed at the time the card is needed through a call to Customer Service.

2.101 The bidder should detail their ability to assist when a disaster occurs. The bidder should detail prior experience with similar sized or similar entity programs that have encountered a disaster situation.

Response:

Locating Cardholders

Cardholders' contact information (phone numbers, email, etc.) is provided to Citi during the application process or in subsequent communications. If a Cardholder has recently used his or her card at a merchant location, we can assist in determining the Cardholder's location. Additionally, our Customer Service Unit is available 24/7 via toll free number to assist the State and your Cardholders.

Tracking Cardholders in Emergencies

In an emergency, the State's Program Administrator(s) can contact the Customer Service Unit 24/7 to inquire about a specific Cardholder and his or her most recent transactions. Customer Service can use the Cardholder's most recent transactions at hotels, restaurants, and car rental agencies to make assumptions about a Cardholder's location.

Do Not Strand Policy

Cardholders occasionally reach their credit limit while traveling, and become stranded due to travel disruptions, traveler oversight, change of plans, etc. "Do Not Strand" is a process whereby Citi temporarily increases the credit limit of Cardholders who are in stranded in difficult situations in order to allow them to extend hotel stays, book additional travel, and otherwise facilitate cardholder needs.

The solution allows Citi Service to temporarily increase Cardholder credit limits in the event the Cardholder becomes stranded, at their credit limit, and cannot increase their credit limit via standard processes (such as contacting their Program Administrator). The guidelines will consistently allow for up to a 50% temporary increase in credit limits for impacted Cardholders globally, without any incremental documentation requirements from our corporate clients. The goal of Citi is to take care of distressed travelers when they most need it.

Actual Crises

Citi has preparedness plans in place that have been designed with the purpose of coordinating Citi's response to challenges posed by various emergency scenarios. Recovery capabilities are engineered to maintain 100% of our critical workloads. Technological capacity reviews are performed and there are extensive monitoring mechanisms in place to maintain adequate recovery capacity.

Weather-Related Events

For example, if a snowstorm threatens the Northeastern U.S., work can be transferred to Dublin, Ireland or Tampa, Florida to be completed.

Hurricane Sandy

With our sales, trading, and investment banking operations in New York City in an evacuation zone, we implemented our contingency plans on October 29, 2012, to support the continuity of our operations during Hurricane Sandy.

Despite the challenges presented by the storm's impact, our business continuity strategies allowed us to return



to regular operations. On November 1, 2012, we re-opened additional branches and our institutional businesses served clients by utilizing back-up locations as the markets re-opened for trading.

In addition to utilizing our primary back-up location, on November 2, 2012, a small group of employees across our Markets businesses were permitted to access our 390 Greenwich Street location in lower Manhattan, which was being powered by a generator. Gradually re-occupying this building helped confirm that the 388 and 390 Greenwich Street facilities were ready for all our staff when the evacuation order was lifted and utility power was restored.

On November 5, 2012, we re-opened several major sites in New York and New Jersey, including our offices at 388 and 390 Greenwich Street, and almost all of our local branches were back in service.

During the storm, our institutional businesses transitioned to back-up facilities in accordance with our continuity of operations planning, which allowed us to serve our clients without interruption throughout this event.

Japan Earthquake

Citi maintained continuity and normal operations including meeting client commitments during this crisis, and we accounted for all of our staff.

On March 11, 2011, when the catastrophic earthquake hit the Tohoku area, impact on operations that day was limited since settlements for that day had been mostly completed.

The following week, the market encountered a surge in activity, resulting in a significant spike in settlement volume (approximately double average activity). In addition, companies operating in Tokyo faced uncertain public transportation and rotating power shutdowns.

Despite the unpredictable situation, system capacity ensured all settlements were duly settled, and subsequently temporarily rebalanced operational resources between Okinawa and Tokyo to cope with the continued challenges in the Kanto area.

All critical staff were also able to access email and shared drives from their home through a secured remote access environment when access to the offices in the Tokyo area were not possible to due to public transportation problems, power shutdowns, or other issues.

Maiti

The earthquake in Haiti impacted people, locations, and processing. After accounting for the safety of our staff, we concentrated on the commitment to our clients. Processing was transferred to a regional processing center and deliverables were made to our clients. As a post mortem, we concluded that our planning was on point, and we were able to respond in a manner that met our obligations.

Disaster Recovery/Business Continuity Planning

2.102 The bidder should detail how often the bidder's disaster recovery plan is tested for both physical and cyber disaster, what redundancy is in place for critical systems (card enrollment systems, card production, customer service call center, web based solutions, etc.), and how quickly operations can begin once a disruption has occurred.

Response:

Frequency of Testing

Citi policy and banking regulations require a minimum of annual testing of all business continuity and disaster recovery plans. Testing of certain critical plans occurs more frequently.

Businesses manage toward annual calendars to track frequency and testing types for major Citi exercises involving regions and businesses. The businesses participate in two main tests referred to as denial of access exercises, which require staff to move to their recovery work area locations to perform their work, and denial of service exercises, which are used to verify that technology can be recovered at their recovery location.

Citi also conducts scenario-based crisis management exercises annually, at a minimum. These exercises are designed to challenge the participants, test the response protocols, and continually improve Citi's ability to respond to crisis events. The scenarios are based upon current relevant threats and examples include



hurricanes, terrorism, and technology virus attacks.

Replicating All Components for Full Operational Redundancy

Every single component in Citi's system, including gateway, system, and communication methods, is replicated to provide full operational redundancy. COB tests are conducted annually to provide confidence in our systems resiliency and that corrective actions are taken where appropriate.

Recovery Strategy Guidelines — Based on Recovery Time Objectives of Business Process

Table 6.4 below is used to guide the selection of recovery strategies based on RTOs.

| Recovery Time | Business Function Characterization | Resulting Recovery Strategy Requirements |
|---|--|--|
| Tier 1 Ωto ← 4 hrs | Processes classified in this criticality rating have Recovery Time/Point Objectives of zero to 4hours. This indicates zero to minimal tolerance for downtime and electronic data loss and requires dedicated recovery. | A fully operational, dedicated alternate site, which must be separated from primary sites by the following criteria: Geographically disbursed location with independent power, telecommunications, transportation, and geologic threats (i.e. flood plains, fault lines, etc.). An alternate solution in which normal operations are divided between two or more geographically dispersed sites, each at least ten miles* apart, should be considered. |
| Tier 2 > 4 to <=24 hrs | People, processes and technology classified in this criticality rating have Recovery Time/ Point Objectives of between 4 and 24 hours. This indicates minimal tolerance for downtime and electronic data loss, and requires intraday recovery of core business processes. | A fully operational alternate work area solution, which must be separated from primary sites by the following criteria: Geographically disbursed location with independent power, telecommunications, transportation, and geologic threats (i.e. flood plains, fault line, etc.). An alternate solution in which normal operations are divided between two or more geographically dispersed sites, each at least ten miles* apart, should be considered. |
| Tier 3 >24 to <=72 hr | People, processes and technology classified in this criticality rating have a Recovery Time/Point Objectives of between 24 and 72 hours. This indicates moderate tolerance for downtime and electronic data loss and preplanned recovery operations. | A "warm" shared alternate workspace internal or a contracted third party provider. Alternate work area location is greater than ten miles" from the primary location with separate power, telecommunication, and transportation. |
| Tier 4 >72 hrs | Processes classified into this criticality rating have a Recovery Time/Point Objectives greater than 72 hours, respectively. This indicates elevated tolerance for downtime and electronic data loss and requires use and access to archived backup data. | A "cold" share alternate workspace location less than ten miles* with shared power, telecommunications and transportations. |

*Note that geographic separation should be sufficient that the same threat that affects the primary location will not reasonably affect the backup location at the same time. Ten miles is a nominal starting point but may not be sufficient for some threats

Response:

Citi has preparedness plans in place that have been designed with the purpose of coordinating Citi's response to challenges posed by various emergency scenarios. Recovery capabilities are engineered to maintain 100% of our critical workloads. Technological capacity reviews are performed and there are extensive monitoring mechanisms in place to maintain adequate recovery capacity.

In 2017, 88 events occurred globally that Citi tracked for possible business impact, and nine of these events resulted in the activation of business recovery plans.

In all events, the business maintained continuity through established recovery capabilities, planned risk mitigation protocols, and strong crisis management team execution. Learning from each event and threat worldwide, Citi has developed tremendous depth of resiliency that is exemplary in the financial services industry.



Weather-Related Events

If a snowstorm threatens the Northeastern U.S., work can be transferred to Jacksonville, Florida to be completed.

Hurricane Irma

Due to Hurricane irma in September 2017, Citi businesses in the Caribbean and Florida invoked contingency operations but remained operational through alternate strategies. Led by the Citi Crisis and Continuity Management team, preparation and crisis incident management began well before the storm began. At the first signs of the threat, and as per the Business Continuity Plans, communications were maintained with employees and clients.

Reviewing Effectiveness of Plans Following Actual Events

Any actual event that requires activation of a business continuity plan or activation of the crisis management team is analyzed at its conclusion for effectiveness and efficiency. Results are treated in the same way as test results and used to make improvements to the plans, program, and recovery resources. In cases of significant activation, the event may be used to fulfill the compliance requirement for periodic testing.

Incident Resolution Process

During an incident, Citi engages various technical and business incident management teams. These teams organize conference calls and perform escalation to subject matter experts and senior management to coordinate and drive resolution. Incident management teams are staffed 24-hours and employ follow-the-sun coverage models to ensure 24x7 monitoring and escalation.

Follow-up and Root Cause Analysis

Following incident resolution, Citi forwards the incident to problem resolution teams responsible for coordinating and managing root cause investigations and corrective actions. Root cause analysis is performed immediately following incident resolution and results are formalized and published in a post-mortem document. The post-mortem document also includes both short-term corrective actions taken to resolve the incident as well as long-term corrective actions to prevent re-occurrence, such as enhanced monitoring, mitigating controls, and if necessary, technology enhancements.

2.104 The bidder should discuss if their disaster recovery plan/business continuity plan has ever been implemented. If the plan was implemented, how long did the situation continue, and how long until the Contractor was operational following the start of the disaster or system failure.

Response:

In 2017, 88 events occurred globally that Citi tracked for possible business impact, and nine of these events resulted in the activation of business recovery plans. In all 88 events, there was no interruption of service to our clients. There has not been an event in which our operational centers were not open and supporting our clients. In the event that we have to transfer functions to another operations center, the transfer is transparent to our clients. Once the disaster has resolved, Citi transfers the functions back to the affected operations center, at no impact to our clients. Recovery times in each event adhered to our recovery strategy guidelines as described below:

Recovery Strategy Guidelines — Based on Recovery Time Objectives of Business Process

The table below is used to guide the selection of recovery strategies based on RTOs.

*Note that geographic separation should be sufficient that the same threat that affects the primary location will not reasonably affect the backup location at the same time. Ten miles is a nominal starting point but may not be sufficient for some threats



Settlement & Posting of Program Payments

2.105 The Contractor is required to accept all payments made by Automated Clearing House (ACH) for the term of the contract. The bidder should provide the payment detail process (not bank instructions) that the card programs will use to post the payment to control account vs. individual cardholder account.

Response:

We can receive payment from the State via:

- Check
- EDI Electronic Fund Transfer (EFT) instructions
- Fedwire
- ACH
- Direct debit
- CitiManager Online Tool (for individually billed accounts in the U.S.)

Payments must be received prior to 2:00 p.m. (ET) in order for the payments to post the same business day.

The State can set up various summary or control accounts, enabling us to bill multiple agencies and receive multiple payments from those separate agencies, while the State retains the ability to consolidate overall rebate benefits. As part of implementation, Citi will work with the State to determine the desired form of payment as well as identify payment instructions, including account numbers to be identified with the payment. This will ensure proper posting of payments to the correct accounts.

ACH and wire payments require the bank name, routing and transit number, and the account number to be credited.

2.106 The bidder should indicate their ability to accept and post payments in the dollar amount received (up to seven digits plus cents). Card program payments are required to be posted to the control account for the same amount paid by the program.

Response:

Citi confirms this requirement. Citi will apply payments as instructed by the State as part of the ACH payment instructions that are sent with the State's payment.

Rebate & Payment to Participating Programs

2.107 How many business days after the quarter's end will the Treasurer's Office receive the rebate via ACH transaction?

Response:

The rebate payment is made 25 business days after the end of the quarter.

Please refer to the attached Appendix - Citi Pricing Schedule C for more information regarding rebate information.

Other

2.108 The bidder should detail its request process for obtaining copies of charge slips for card transactions. Will the bidder agree there will be no cost to obtain a copy of a missing charge slip? What is the typical turnaround time for providing copies of requested charge slips?

Response:

Per card association requirements, charge slips are not provided to issuers such as Citi -- we depend on the merchant bank for any charge slip requests. Citi will, however, work with the State to reproduce lost charge slips. A charge per slip ordered will apply for requests of more than 12 charge slips. The State can obtain these copies (if they are available) from the merchant bank via a written request to either the bank's account maintenance fax number or general correspondence address. Your request must confirm you are aware of the charge and be signed by the cardholder or Program Administrator. The cardholder's account will be billed



for each request over 12 regardless of how many charge copies are received.

Per card association requirements, a merchant has up to 30 days to return a charge slip in the case of a disputed transaction. For electronic copies of charge slips, the typical turnaround time is 15 days or less. However, paper copies are more likely to take up to the full 30 days. Please note that you cannot order copies for ATM charges or for charges older than one year.

2.109 The bidder should detail any card company/association rules or regulations violations that have occurred in the last 24 months relating to its services or the RFP requirements (those instances not caused by a customer).

Response:

Citi Commercial Cards has not experienced any rules or regulations violations in the past 24 months.

2.110 The bidder should provide two business references (including entity name, phone number, program services dates) of similar size or program dynamics.

Response:

State of Colorado Brooke Dunn, CPCP State Commercial Card Program Manager (303) 866 6147 brooke.dunn@state.co.us Purchase card, Travel Card, VCA programs since 2011

TXDoT Catherine A. Stephens ProCard Administrator (512) 416-4769 Catherine.stephens@txdot.gov Purchase card program since 2007

The University of Texas at Austin Natalie Kendrick (512) 471-6622 <u>nkendrick@austin.utexas.edu</u> Purchase card program since 2007

2.111 The bidder should detail its approach on development of new services. If a card program was to request enhancements, the bidder should detail the development process, resources, prioritization, and timeline for such a request. Describe the types of enhancements and the timelines related to those customer requested enhancements that have been completed related to the Contractor's systems in the last 24 months.

Response:

Providing the highest quality product and technology solutions for our clients is a central mission of our business.

Commercial cards product management is responsible for researching and identifying, in close conjunction with our clients, technology enhancements based on industry-related requirements. One key function of the product management team is to prioritize roadmap deliverables with our technology professionals and create virtual teams to implement the solutions.

Citi believes in, focuses on, and adheres to a consultative, business partner, relationship management model. We understand our clients' businesses and work with them every day to achieve their goals, including technology development and special product initiatives. The State's Account Management Team works with you to verify that your ongoing requirements are reflected in our planning activities.

Typically, client feedback comes from our daily interactions, Citi-sponsored conferences, and technical



advisory meetings. Some clients also volunteer to participate in pilot programs, enabling them to further shape products as we finalize development.

Citi sponsors and supports a number of events to facilitate ongoing input capture and dialogue with our public sector client base. Citi's GSA Annual SmartPay Training Forum, Commercial Cards Conference, and user meetings enable us to focus our attention on enhancements of specific interest to state and local clients on a regular basis.

Citi will work with you to identify your requirements and create a timely solution. The prioritization process is a collaborative effort between clients and Citi.

Recently Completed System Enhancements

Citi Commercial Cards commits more than 10% of its revenue to developing new technology to ensure that our clients continue to benefit from the scope and strength of the most comprehensive commercial card services in the market.

| System | Enhancement | Year Completed |
|---------------------------------------|---|-------------------|
| CitiManager Mobile & Tablet App | Citi Commercial Cards has launched a CitiManager Mobile and Tablet app. This app provides cardholders a convenient way to access their accounts on the go through an intuitive and secure platform. Some of the great features include the ability to check statements from the past six months, view recent transactions and payment history, check current and available balances, and opt to receive push notifications instead of SMS alerts for applicable alerts. The app is available to Citi Commercial cardholders who have completed registration for CitiManager desktop, and can be accessed using the same login credentials | 4Q2017 |
| Amazon Business Integration | Citi, Visa, and Amazon partnered to develop a solution that allows enhanced transaction data on purchases made in the Amazon Business marketplace. This integration allows Citi to provide enhanced data reporting to our clients on their B2B purchases; either via data feed into our client's ERP or expense management systems, or via reporting via our CitiManager Custom Reporting System (CCRS). Data elements include: Item Description Quantity Tax information 21+ additional data elements | 2Q 2017 |
| Tokenization | Citi launched our innovative tokenization solution for storing card data. Tokenization is the process of substituting a sensitive data element with a non- sensitive equivalent, known as a token. Tokens serve as unique identifiers for actual credit card numbers and are stored in clients' internal systems in place of actual account numbers. | 2016 |
| Straight Through Processing | Citi launched Straight Through Processing for MasterCard and Visa clients. Straight Through Processing (STP) is a B2B payment process where clients initiate payment instructions that settle without active supplier involvement. STP is a new supplementary option for Citi Virtual Card Account clients. | 2016 |

The following table 6.5 provides an overview of recently completed developments.



Response:

Citi is committed to providing the next generation of products and technologies that offer even greater control, visibility and program optimization. As one of the pioneers in the electronic banking age, innovation is at the heart of all we do.

Citi has ambitious growth plans for the Commercial Cards Business over the next several years and a strategic commitment to invest over 10% of annual revenue into our products and services. Our objective is to continue to be at the forefront of providing client-centric solutions that allow us to create economic value and build trust with our clients.

The following table 6.6 provides an overview of upcoming future service solutions and enhancements.

| 6.6 Future Service and Technology Enhancements | | | |
|--|--|--------------------|--|
| Solutions / Enhancements | Description | Completion Date | |
| Secure Email Statement Delivery | Citi will offer our clients the option to enroll in PDF statement delivery via e-mail. Upon enrollment and/or the first generated statement, the user will get an e-mail welcoming them with a link to establish their password. Once set, the password will be used to open the PDF attachment in all future statement e-mails. Authorized State users will receive an e-mail each month a statement is generated with an attachment containing the monthly PDF statement. | 1Q2018 | |
| Mobile Wallet | This feature will enable cardholders to load their commercial card in to a mobile wallet and use their mobile devices in lieu of a physical card at the point of sale to complete a purchase. This feature can be enabled on a per program basis, and cards will be provisioned in to the cardholder's wallat at the sole discretion of Citi and/or the client. Initial rollout will be with Android Pay followed by Samsung Pay and Apple Pay as future extensions | 1Q2018 | |
| Online Chat | Citi is pleased to announce that Commercial Card program cardholders and program administrators will have an additional channel to contact Citi Customer Service for servicing support. Online chat will be presented as an option to users logged in to client facing online card management and reporting tools. The user will have the opportunity to communicate via real-time chat with a live Customer Service rep through a secure environment, with built in controls to prevent the exchange or storage of sensitive data. Citi plans to have this communication channel live by end of Q2 2018. | 2Q2018 | |
| Online Maintenance | We regularly enhance our online maintenance offerings. | | |
| Mobile and SMS Alerts | Citi Commercial Cards offers 34 alerts, available in 28 languages, and accessible to anyone issued a Citi Card via one of our 104 CitiManager supported markets. In 2018 our goal is to expand markets, create new real-time alerts, as well as continually update our infrastructure. | Continuous | |
| CitiManager, CLASS Training Module | We continue to invest in our client training, including our online training portal within CitiManager called Citi Commercial Card Learning and System Support (CLASS), where cardholders and Program Administrators can participate in online training courses at their own pace. | Continuous | |



| teporting inhancements | Our expanding suite of program management and customizable reporting tools is specifically designed to seamlessly integrate technology with existing financial systems and to provide the most secure, robust and flexible information available. Upcoming enhancements include: | Continuous |
|---------------------------|---|------------|
| | Expanded Virtual Card Reporting (transactional & non-transactional reports) | |
| | Enhancements to Standard Reporting Package | |
| | Increased User Roles and Access | |
| | Fraud Analytics Tools | |

2.113 The Contractor shall be required to participate in education opportunities hosted by the State Treasurer's Office or any of the participating card programs for cardholders, State agencies, cities, counties and other political subdivisions. Describe how Contractor will participate in education opportunities.

Response:

Citi is pleased to participate in education opportunities throughout the State. We have much experience participating in and conducting training conferences, focusing on industry best practices, system enhancements, new products and services offerings, and hands-on training. Citi's Account Management team sponsors and delivers annual training conferences for the State of Colorado and three annual conferences for State of Texas. Our training team has experience in conducting conferences with audiences ranging from 20 to 4,000 participants. Citi would be happy to work with the State in creating agenda topics, training/marketing materials, and communication of training events. Citi welcomes designing a training conference tailored to Customer's specific issues and objectives, geared toward the knowledge level of the participants.

2.114 The bidder should detail training provided to Program Administrators, their designees, cardholders or system users as a part of the conversion/implementation process and program staffing changes.

Response:

With 42 years of experience in designing learning courses, Citi understands the critical role of effective and customized training. Our training specialists have extensive experience in curriculum development and training delivery with clients similar to the State and are experts in demonstrating best practices to manage and optimize commercial card programs. The State will benefit from a designated trainer from Citi's Commercial Card Training Team. Your trainer will prepare and deliver ongoing training opportunities designed specifically to meet your evolving objectives and requirements.

Our commitment to train the State's program participants is continuous. Citi has a dedicated team to support the State's ongoing training needs during implementation and throughout the life of the program.

We will work closely with the State to develop a training program to address your specific requirements, as determined during the implementation process. Training is provided at no cost to the State, and focuses on new users, as well as the introduction of new tools or enhancements to existing tools or business processes. In addition, we provide training on best practices and policy enhancement, monitoring, and enforcement, as well as ongoing refresher training for current the State Program Administrators.

Topics for ongoing training described in table 6.7 below include:

6.7 Ongoing Training Topics for Program Participants

For Program Administrators

Use Of CitiMenager's Program Management and Reporting Modules

- Logging In Via Single Sign-On
- How To Modify / Customize A Report



| • + | low To Manage Your Profile | | How To Run And View Reports |
|-------|-------------------------------------|------|---|
| • F | low To Manage Your Card Accounts | * | How To Manage User Access |
| • H | low To Menage Your Hierarchies | | Online Tool and Process Enhancements |
| Indus | stry Best Practices | | |
| • H | low To Manage Your Card Program | • | Delinquency Management |
| • F | Program Policy Enhancements | • | Program Policy Monitoring and Enforcement |
| Intro | duction of New Commercial Card To | ools | |
| • A | Additional Resources Available | | Training Materials Access |
| • • | Additional Training Registration | | |
| For C | ardholders* | | |
| Intro | duction of CitiManager for Cardhold | iers | |
| • + | How To Make Payments | | How To Manage Your Profile |
| • F | How To Manage Your Card Account | | Additional Resource Available |
| • F | low To Access Your Statement | | |

*Cardholder training in available online and via Citi's train-the-trainer program.

Program Administrator Commercial Cards Training Options

To ensure all Program Administrators will benefit, training classes are designed for all skill levels, from beginners to the most advanced. Training is delivered using a variety of methods to provide flexibility around your demanding schedule. Our goal is to accommodate different training needs and learning styles and our training staff works hard to ensure the transfer of learning every time.

The State can choose to use any of the following forms of training described in table 6.8 below:

| | 6.8 Program Administrator Commercial Cards Training Options |
|----------------------------|---|
| Onsite Training | Initial on-site training is available for you once your card program is in place. The State can request on-site training from your Citi Implementation Manager or Account Manager. Training can be conducted at your site or one of the five (5) Citi training sites in Washington, DC. Norfolk, VA, Jacksonville, FL, Wilmington, DE, or O'Fallon, MO. |
| | These sessions typically include lectures, hands-on classes, and one-on-one computer labs for personalized attention to the State's user questions. Topics highlighted during onsite training typically include industry best practices, system enhancements, program management, navigation of Citi's tools, account maintenance, online statements, and reporting. We can design a conference tailored to the State's specific issues and objectives, geared toward the knowledge level of the participants. |
| Online Webinar Sessions | The State can register for future webinar training by topic. Webinars are instructor-led and delivered using WebEx. Webinar sessions facilitate dispersed staff training, enabling users to see and hear about the program systems in real time through the web. We offer ongoing interactive and / or pre-recorded webinar training on a variety of topics. Interactive webinar training allows users to view the system, communicate with our trainers in real time via the web, and keep current on the latest enhancements to Citi's online tools. Citi Commercial Cards Online Academy offers pre-recorded webinar training for refresher training or training of new Program Administrators. Online tutorials covering all card management functions for Program Administrators are built into our card management module. Additionally, the Citi Online Academy program consists of a series of educational and best practice webinars, recorded for your convenience, to keep you up-to-date with today's quickly changing payments environment. Citi Commercial Cards Online Academy sessions are led by Citi experts and guest speakers from across the travel and payments industries. Our content is |



| | produced with treasury professionals, travel managers, procurement staff, and card program administrators in mind. In order to help you get the most out of your Citi Commercial Cards program, we will keep you up to date on a range of topics including: • Industry trends |
|---|--|
| | New technology developments |
| | Impact of regulations in order to help you get the most out of your Citi Commercial Cards program |
| 'Citi Training Series' Webinar Quarterly Learning Series | The Citi Training Series is designed to keep the State up-to-date on our tools and capabilities related to your Commercial Cards program. These generic webinars are scheduled on a quarterly basis and are suitable for new or seasoned Program Administrators who need a refresher. |
| | In this series, Citi subject matter experts present on such topics as delinquency management, the use of Virtual Cards, and understanding tax reporting, fraud and risk management. Each presentation is followed by an open forum Q&A, enabling clients to ask the moderator questions via toll-free conference line or email. We welcome the State's participation, as the program offer an important opportunity to learn about Citi's offerings and how to best manage your card program. To view the upcoming schedule, course descriptions and instructions for how to register and access these sessions in CitiManager, navigate to https://www.citibank.com/tts/sa/ |
| | commercial cards/training/index.html. |
| User Guides | The State can access end-to-end user guides and quick start guidas in CLASS for all of the Citi Commercial Card online tools. The end-to-end user guides provide step-by-step instructions for all tool functions. The quick start guides provide step-by-step instructions for the most frequently used functions. |
| | A wide variety of printable training materials available to the State includes: |
| | Program Administrator Desk Guide outlining recommended day-to-day program specific functions and reporting to assist in streamlining duties associated with management of the program |
| | Central Billing Reconciliation Guide providing a step-by-step explanation of the reconciliation process and listing common reconciliation challenges |
| | Resource material the State's Program Administrators can use to advise program participants of available training resources |
| | Training Request Form to schedule special training sessions for groups of 20 or more Program Administrators at agency meetings or conferences |
| | Implementation Guide |
| | Cardholder Guides |
| | Standard Card Management and Reporting Module User Guides |
| | PowerPoint presentations |
| | Online Repository of Training Information |
| E-Learning | Citi Commercial Card Learning and System Support (CLASS) houses e-learning modules for the Commercial Card program. These e-learning modules reinforce learning by providing a demonstration and an opportunity to practice each task. |
| | Designed specifically for Commercial Card Program Administrators, the Citi Commercial Card Learning and System Support (CLASS) provides access to training resources through a single sign-on hosted by CitiManager. The Commercial Card Program Training team provides a wide variety of training materials, including PowerPoint presentations, computer-based training, and webinar registration. In addition to providing access to training 24/7, CLASS provides training transcripts and certificates of completion to recognize training a Program Administrator has completed. The State will be able to access CLASS from CitiManager at no cost for all of your training needs. |
| | training needs. |

Cardholder Commercial Cards Training

Citi provides online training enabling cardholders to view the system and keep current on the latest



enhancements to Citi's online tools. Online tutorials provide an introduction of CitiManager to cardholders, covering topics that include: making payments, managing profiles, accessing statements, and managing card accounts.

Citi also offers a 'Train the Trainer' program. As part of this offering, our Training Department conducts oneday, two-day, and three-day in-house workshops that focus on training the State's designated trainers on topics customized for your business. We believe in a practical, hands-on approach for specialized programs that focuses specifically on the training needed and offer this service at no cost to you.

2.115 The bidder should detail how cardholder data is protected against a hacking or theft by internal staff. The bidder should detail the required security background checks completed on its staff viewing sensitive data. The bidder should disclose if enrollment data has ever been compromised either by a contractor or subcontractor data compromise, hacking or bidder internal employee theft/compromise.

Response:

Overview of Fraud Prevention

As a global financial services organization with a diverse set of products and services, Citi is at risk of both internal and external fraud. Fraud and related wrongdoing create legal and reputational risk in addition to financial losses which, if not effectively addressed, may impact capital requirements.

Citi has a zero tolerance policy towards fraud. Each Citi business, operations and technology, and global function take all required measures as set forth in Citi's Fraud Management Policy, to prevent, detect, and respond effectively to fraud and related wrongdoing against Citi, its employees, and its clients. Each Citi business, operations and technology, and global function also identify and comply with all laws, regulations, and regulatory guidance that impact fraud risk management in their organization.

In addition, all Citi employees have a responsibility to protect client and corporate assets in accordance with the Citi Code of Conduct and other Citi policies.

Risk Management

For Citi, effective risk management is of primary importance to its overall operations. Accordingly, Citi's risk management process has been designed to monitor, evaluate and manage the principal risks it assumes in conducting its activities. Specifically, the activities that Citi engages in, and the risks those activities generate, must be consistent with Citi's mission and value proposition, the key principles that guide it, and Citi's risk appetite.

Citi manages its risks through each of its three lines of defense:

- 1. Business management
- 2. Independent control functions
- 3. Internal Audit

The three lines of defense collaborate with each other in structured forums and processes to bring various perspectives together and to steer the organization toward outcomes that are in clients' interests, create economic value and are systemically responsible.

Citigroup Security and Investigative Services (CSIS), as part of the independent control functions, has issued a Citigroup Global Fraud Management Policy. The fundamental purpose of this policy is to help ensure that each business unit within Citigroup has a program in place designed to prevent and detect fraud, whether originating internally or externally. While the nature of fraud faced by each business can be very different, a sound fraud prevention and detection program is essential to all businesses. To further support this effort, fraud risks have been appropriately addressed in Citi's Manager's Control Assessment (MCA) process.

Vulnerability Assessments

Vulnerability assessments (ethical hacking/penetration testing) are performed regularly based on the risk level of the application/infrastructure asset and when significant changes are being implemented. Results are documented in a formal report and issues are risk rated. The issues are tracked to remediation in accordance



with our internal policies and procedures, and timeliness of remediating information security issues is a key metric of Citi's Information Security program.

Vulnerability assessments are performed in-house and by third parties against all Citi infrastructure and applications. This also includes outsourced facilities as provided for contractually.

System Security Testing Standards

Citi's System Security Testing Standards define testing requirements throughout the lifecycle of an application. The testing is a combination of manual and automated assessments to identify vulnerabilities and potential weaknesses and establish remediation requirements. Testing scope includes applications and all user interfaces associated with those applications.

Infrastructure Vulnerability Assessments

The Infrastructure Vulnerability Assessment (IVA) program is designed to test Citi assets to identify and remediate vulnerabilities. The IVA program only applies to infrastructure — not applications. IVA tests are performed on a subset of Citi infrastructure as well as on standard builds.

Citi's IVA program includes the following:

- Regularly scheduled tests by the CTI Vulnerability Assessment team on a subset of our infrastructure assets and on standard builds
- Remediation of issues identified during testing process
- Management of exceptions when the IVA requirements cannot be met

Vulnerability and Threat Management

The Vulnerability and Threat Management (VTM) process sets standards for businesses to follow for the tracing and remediation of software vulnerabilities. The process ensures that all approved security patches are applied within specified time periods. The VTM Lifecycle standard phases are:

- Monitor vulnerabilities and threats Monitor vulnerability notifications from external third-party content providers
- Assess technical risk Review the vulnerability
- Develop solution Develops and deliver solution
- Integration testing Comprehensive testing to ensure the solution functions as desired
- Deployment Deployed to production
- Closed to BAU End state of the vulnerability event

Citi Commercial Cards has not experienced any data breaches involving unauthorized third party intrusion of our networks to our knowledge/detection.

Instances of Internal/External Hacking

Security incidents are confidential. Information cannot be disclosed to clients.

Background Checks and Screening

Citi is committed to the highest standards of integrity and individual behavior. Background screening is an important tool for Citi to ensure that candidates for employment meet these standards and possess the skills, knowledge, abilities and credentials required of the position for which they have applied. In addition, screening candidates for employment helps to ensure a safe and productive working environment, and identify employees who may present a risk to the organization.

Satisfactory background checks are required for all Citi employees (globally) as a condition of their employment and are conducted at the time of an employment offer. All employees regardless of their employment status (e.g., full time, part time, contract, or intern) or title with the firm are required to complete the Background Screening Process at the point of hire. Background screening is completed on all re-hires who have left Citi for more than one month.



Citi's Global Background Screening program includes the following screens:

- National ID Verification (Social Security number in U.S.)
- Specially Designated Nationals (SDN) Search
- Educational verification
 - Highest degree of education
 - Dates of attendance, institution, and degree obtained
- Credit check (only for positions where required by regulations)
- Employment Verification
 - Seven years of employment verification (staffing vendors)
- Criminal Background Check
 - FBI Fingerprint Database is the primary method of collecting criminal history
 - Where Fingerprinting is not available, Criminal background screen is completed
- Drug Screening
 - 5-panel test is completed
- Employment Eligibility and Work permit verification

Screening program in some countries may vary based on country laws and practices.

Any discrepancies are brought to the attention of senior Human Resources management and addressed via the Background Screening Policy.

Entitlements

The Identity and Access Management (IAM) programs provide enterprise access strategy, oversight and governance, and manage risk reduction efforts enterprise-wide. IAM programs ensure Citi staff have the appropriate access and entitlements to perform their jobs.

Entitlement Reviews

Managers confirm their staff has appropriate access and entitlements to Citi's applications and systems. Managers are responsible for the access rights and entitlements of all staff (employees, contractors, temporary workers, and vendors) directly reporting to them.

During entitlement reviews, managers are required to examine staff member entitlements to ensure that proper segregation of duties exists.

Managers review entitlements for each direct report at least twice a year and whenever a direct report changes roles, transfers, or leaves Citi. Managers are required to remove access in a timely manner whenever a staff member transfers or leaves Citi.

To perform an effective entitlement review, managers determine if the entitlements are appropriate for the user's job function based on the principle of least privilege access (granting to users only those access rights needed to perform their official duties).

Best practices for entitlement reviews include:

- Reviewing for complete and accurate staff count.
- Examining individual staff access
- Evaluating internal controls
- Reviewing segregation of duties
- Identifying sensitive applications
- Reviewing unique applications
- Scanning for too many entitlements
- Completing revocation and termination requests



2.116 The bidder must detail their security plan which includes its security program procedures for the prevention of and response to security breaches, and include a designated contact for security related issues. Bidder shall describe the process for reacting to fraudulent or questionable activity and security breaches including, but not limited to, the following:

- Immediately notifying Program Administrators and cardholders when their accounts are compromised;
- 2. Assigning new account number to account that are compromised;
- 3. Providing additional monitoring for accounts that are known to have been compromised; and
- 4. Regardless of impact to the State and/or cardholders, Contractor shall immediately notify the State Treasurer's Office and Administrators of any security breach, hacking, or fraud incident that Contractor or subcontractor experiences. If said incident is cause by an employee of the Contractor or subcontractor they shall assume financial liability associated with this type of breach.

Response:

Overview of Security Incident Response Team (SIRT) Management

SIRT management deals with a complete range of information security events, from malicious activities by external parties (e.g., phishing, malware attacks, attacks on Citi's Internet sites) to internal incidents affecting Citi, including mishandled information, misuse of information assets, and lost equipment.

SIRT Definition

An incident that compromises or endangers the confidentiality, integrity, or availability of confidential or higher Citi owned or managed data, or data for which Citi has a custodial obligation, or the information systems housing the data. This includes, but is not limited to, the alteration, destruction, disclosure, loss, theft, or misuse of the data or systems, devices or physical or electronic media containing the data.

Security Incident Response Process

Incident Detection and Reporting

All Citi employees, contractors, and third-party vendors (workers) are required to report all actual or potential information security incidents immediately upon discovery to an information security officer (ISO). The Content Monitoring Center (CMC), Security Operations Center (SOC), Cyber Intelligence Center (CIC), and Citi Security Information Services (CSIS) identify security incidents as part of their regular operating procedures.

The ISO, CMC, SOC, and CSIS are responsible for gathering all relevant information concerning a suspected information security incident and assigning a severity level. New incidents are then entered into the security incident management application.

Investigations

The CSIS Cyber Investigations Response Team (CIRT) investigates all incidents. CSIS will determine if law enforcement, anti-money laundering, and fraud units need to be notified.

Client and Regulatory Notification Process

All incidents suspected of containing personally identifiable information (Pil) or relating to other information that may come under legal or regulatory notification requirements is evaluated to determine if notification requirements exist and if so, to complete the required notifications.

Incident Management Closure Process

Once the investigation and customer and regulatory notification processes have been completed, the incident is closed. A post mortem review is performed dependent on the severity level. Reporting is completed to understand trends, root causes, and frequency of occurrence.

Client / External Notification



In the unlikely event that an unauthorized party manages to access the State's data, in addition to immediately escalating the incident internally through the Security Incident Response Team (SIRT), our business group information security officer (GISO) would immediately notify the State, who would direct our GISO and his/her team to the appropriate individuals at the State. Once contact is established, Citi will disclose information pertaining to the incident affecting the State's information, its cause, how and when found, and its ongoing analysis, investigation, and resolution.

Review of SIRT Process

Quality assurance performs testing to evaluate the effectiveness of the SIRT process and provide assurance that it is operating as designed including timeliness, completeness, and quality. Results of this testing are reported to management on a periodic basis so program adjustments can be initiated.

Monitoring Employee Activities / Content Monitoring

There is a technology system in place that monitors all employee activities and scan emails for PII. Violation of the content monitoring policy are flagged and reported to Citi information security team. PII violations are escalated to Security Investigative response team (SIRT).

Once the investigation, customer notice, and regulatory notification processes have been completed, the incident is closed. A post mortem review is performed dependent on the severity level. Reporting is completed to understand trends, root causes, and frequency of occurrence. Citi maintains continuous monitoring for unauthorized access to our systems and potential data breaches.

Availability of Response Team

Citi's incident-response team is available at all times.

Card Replacement

In most cases of a breach, after careful review, we can provide Cardholders with new account numbers and expiration dates immediately.

Emergency card replacement is within 24 hours, provided that the request is received by 3:00 p.m. (ET). Emergency cards can be sent via courier.

Account Number Sequences

Depending on the type of card program, the first six digits of the account number usually signify the account issuance type (Purchasing, Corporate, or One Card). The remaining ten digits of the account number are generated from complex algorithms designed to prevent criminals from determining an issuance sequence.

General Liability Standard

Citi proposes to be responsible for any direct damages suffered by the State as a result of Citi's negligence or fraud in the performance of its services for the State. Citi does not take responsibility for special, indirect, or consequential damages.

Liability Cap

In the services contract proposed to be entered into by the parties, Citi would propose a liability cap (inclusive of all other liability in the agreement) on the total liability for Citi under the contract for all damages.

Citi does exclude liability for consequential and certain other non-direct damages.

2.117 Describe how Contractor will communicate and provide regulatory support and updates to the card program.

Response:

Citi has dedicated compliance, legal, audit, tax, and risk management groups responsible for staying abreast of industry developments and regulatory and statutory-related changes. Citi service groups have knowledge of, and implement changes to, procedures designed to comply with regulations applicable to Citi's businesses and



applicable processes.

Citi's team of regulatory and compliance professionals is currently focused on tracking current legislative developments related to the financial industry reform.

Citi will keep the State current on applicable legal changes, legislative, and regulatory developments affecting your businesses directly via your Account Manager, written communications, and product briefs that review industry developments.

2.118 Bidder should detail how their entity handles system upgrades. The bidder should detail technical support during set up or upgrades.

Response:

Citi follows a standardized product development schedule and process, introducing planned product features and enhancements in periodic releases. We conduct several product releases per year and regularly add new functionality according to client feedback.

Release notes and descriptions are distributed with each release.

The State's Program Administrator(s) receives email notification of upgrades through the CitiManager Card Management module. Additionally, system users are alerted on upgrades through a banner message on the system website when they log in.

To ensure clients are properly trained on new releases, training products are examined with each upgrade and are updated as needed. Training on system upgrades is generally conducted through the use of Quick Reference Guides and web seminars.

Online System Availability

CitiManager is available 24/7 except during periods of scheduled maintenance.

We have dedicated system maintenance windows typically during weekends, or times when clients are not using systems called Green Zones. During the Green Zones, client access to the system can be interrupted, including complete system downtime. For more extensive releases, the time is typically less than 12 hours during weekends. The State and its employees are not required to do anything during system enhancements.

Down Time Notification

The State's designated Client Account Service Team will notify you of scheduled maintenance downtime (typically two weeks in advance) via postings on our online systems' message boards. For any unexpected outages, our Customer Service team contacts clients affected by the outage.

2.119 The bidder should provide a current client list including the number of cards issued and the annual card transaction volume for each program listed. If the bidder considers the client list proprietary information, the bidder should submit the information requested in this requirement in accordance with the instructions outlined in the RFP.

Response:

Like the State, Citi's commercial cards clients are industry leaders. We work with large and multi-national organizations, both in the United States and globally, from a variety of industries including the Automotive, Aviation, Defense, Financial Services, Global Consumer, Industrial Equipment, Insurance, Petrol and Chemical, Telecommunications, and Technology sectors. In North America, 2017 spend for our commercial cards programs was more than \$32 billion, with over 4MM cards issued. Our Public Sector (non-federal) clients include, but are not limited to, the State of California, State of Colorado, State of Texas, and State of New York. See table 6.9 below for a client listing by volume and open card accounts.

| 6.9 Top 10 Clients by Volume | | |
|------------------------------|-----------------|---------------|
| Client | Total Volume | Open Accounts |
| Client 1 | \$6,437,212,514 | 1,870,309 |



| Client 2 | \$997,784,537 | 89,549 |
|-----------|---------------|---------|
| Client 3 | \$882,190,995 | 134,697 |
| Client 4 | \$763,656,685 | 43,723 |
| Client 5 | \$745,983,374 | 51,799 |
| Client 6 | \$745,327,554 | 76,198 |
| Client 7 | \$742,132,514 | 155 |
| Client 8 | \$731,322,062 | 77,892 |
| Client 9 | \$715,246,882 | 37,509 |
| Client 10 | \$671,714,434 | 9,893 |

Quality Control

2.120

The bidder should detail the quality control measures taken and resources used to provide accurate and timely information to the participating card programs. Details shall cover customer service for cardholder inquiries and administrative inquiries, file sharing integrity, account changes, account set up, program systems, subcontractors, logging of issues, prioritizing issues, management involvement, mitigating repeat errors, ensuring follow-up, adequate awareness or education of client's requirements/needs, etc.

Response:

Citi adheres to a rigorous quality control process for all products. A designated service team, Internal Control, tests this process against our corporate standards on a regular basis. Internal Control also monitors performance metrics and standards. Performance metrics reports are produced on a daily, weekly, and monthly basis, and results are reviewed by Internal Control and senior management. Annual audits are conducted for planning purposes and to identify any risks.

Controls established within Citi's Commercial Card processing platform, TSYS, drive billing accuracy. Card Association network rules manage all additional billing processes. If an error in billing occurs between an individual and a merchant, the Cardholder can dispute the transaction. Citi's team of dispute professionals works with merchants in accordance with Card Association rules to reconcile billing discrepancies.

All products follow documented quality performance goals, which may vary between products. Each product's performance is tested against our quality standards quarterly and yearly. They are subject to comprehensive review – from identification of client needs through hand-off to delivery platforms. An automated system monitors customer service issues, ensuring client inquiries are answered in a timely fashion. We monitor all employees' interactions with Customers at least 6 times per month and provide a quality score, representing:

- Client interaction and Professionalism
- Accuracy of information provided
- How closely Citi's procedures are followed

We use this information to measure employee quality results for their monthly, semi-annual, and annual performance reviews. We can provide clients with an accuracy score, which measures the percentage of our customer interactions that were free from client-perceptible defects on a monthly basis.

2.121 The bidder should detail performance/service qualities that are measured. The bidder should detail how often these are measured and if these are shared with its clients.

Response:

Performance metrics reports are produced on a daily, weekly, and monthly basis, and results are reviewed by Internal Control and senior management. Annual audits are conducted for planning purposes and to identify any risks.

The key standards Citi evaluates for customer service described in table 7.0 below include:

7.0 Customer Service Standards and Measurements



| Services | Citi Standard | Measurement | High Priority |
|-----------------------------------|---------------|---------------------|----------------------|
| Billing Dispute Processing | 99% | Accuracy | 1 |
| Billing Dispute Processing | 100% | Timeliness | 1 |
| Payment Investigations | 99% | Accuracy | 1 |
| Payment Investigations | 100% | Timeliness | 4 |
| Account Maintenance | 99% | Accuracy | 1 |
| Account Maintenance | 100% | Timeliness | 1 |
| Remittance-Payment Processing | 99.5% | Accuracy | 1 |
| Remittance-Payment Processing | 99% | Timeliness | 1 |
| Payment Copy & Adjustment Request | 99%/100% | Timeliness/Accuracy | 1 |
| Abandon Rate | 2% | Timeliness | 1 |

Actual Call Center Metrics (Yearly)

Table 7.1 below details the areas tracked by Citi's call center, as well as actual performance. 2015 - 2018

| 7.1 | 2015 | 2016* | 2017 | 2018 |
|---|-----------|-----------|-----------|---------|
| Total Calls Received (includes password resets) | 1,608,004 | 1,392,884 | 1,303,618 | 226,787 |
| Percent of Calls Handled by IVR | 63% | 59% | 61% | 56% |
| Quality Sample Size | 2,801 | 7,020 | 7,802 | 1709 |
| Accuracy Defects | 16 | 188 | 303 | 0 |
| Percent Accuracy | 97% | 95% | 96% | 92% |
| Calls Abandoned > 20 seconds | 62,463 | 34,226 | 19,105 | 51,958 |
| Percent of calls Abandoned > 20 seconds | 4% | 2% | 6% | 20% |
| Average Speed of Answer (seconds) | 39 | 24 | 63 | 262 |
| Calls answered after 20 seconds | 362,302 | 239,420 | 147,775 | 105,001 |
| Percent of Calls Answered After 20 seconds | 24% | 18% | 32% | 57% |
| Percent of Calls Answered in < 20 seconds | 76% | 82% | 68% | 43% |

The metrics above are measured annually.

2.122 Bidder should detail their process to accurately manage changes as listed in 2.120 in a timely manner and to assure that requested changes are made on a timely basis and are accurate.

Response:

Citi is extremely flexible in terms of meeting client needs. As unique requirements unfold, we will work with the State to understand your requirements, determine expectations and costs, and assign additional resources as needed. If a requirement will result in a cost to the State, this cost will be communicated prior to any work commencing.

Escalation Process Overview

Our goal is to answer questions or resolve issues with one call. Citi guarantees that each escalation request

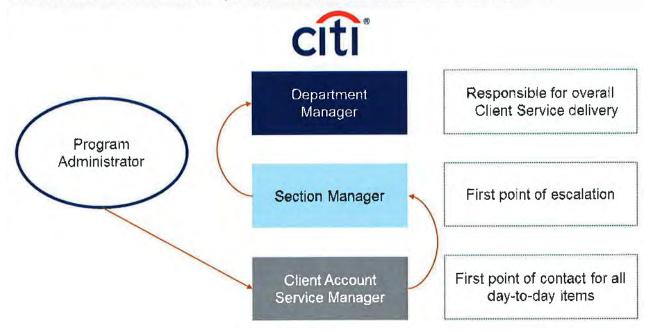


will be acknowledged within one business day. While we strive to resolve most escalation issues same day, the actual timeline for complete issue resolution depends on the complexity of the issue being raised.

For an issue that cannot be resolved easily, is complex, or has a critical impact to the State's operations, escalation procedures are in place across client service and account management. We provide an escalation matrix and full contact list during the implementation process.

Program Administrator Escalation Process

The first point of contact for the State's Program Administrators is your designated Client Account Service Manager. Within Client Account Services, issues are escalated to the Section Manager, then the Department Manager. For more complex issues, the State's designated Client Account Service Manager will contact the State within 24 hours of the initial inquiry to provide a resolution plan or update and will act as a single point of contact until the issue is resolved. Typically, issue resolution for non-routine requests is 48 hours.



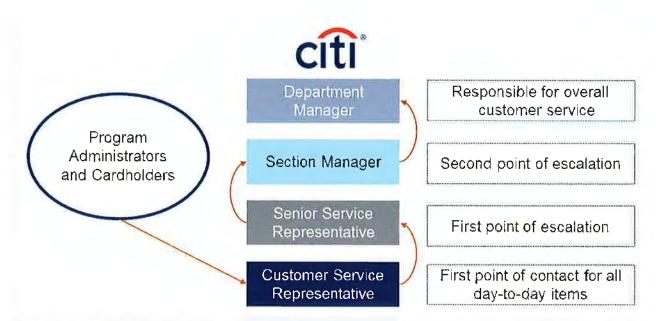
7.2 Escalation Process for Program Administrators

Technology Support Escalation Process

Technical issues that cannot be resolved by the Technical Help Desk are immediately logged and escalated to Citi's Technology team. If a resolution cannot be achieved within 24 hours, or if the issue is critical (e.g., outage), the issue is reported to Technology and senior Business Management.

The escalation process for technical inquiries is illustrated below:





7.3 Technology Support Escalation Process for Inquiries

Perform Implementation

- **2.123** Bidder should detail their implementation approach as a part of their RFP response. The details shall include at a minimum:
 - A. The bidder should detail its approach to completing discovery (fact finding) of a new program prior to the start of the implementation phase.
 - B. The bidder should detail how information will be communicated to the State program team during the implementation phase.

Response:

With 42 years of commercial cards experience, Citi regards implementation as a key segment of any client solution. We understand that the implementation process must be seamless and time-effective to ensure clients receive the highest level of ongoing service.

Our Implementation Project Team in cooperation with the State's Project Managers will focus on common priorities and goals to ensure full and timely implementation of your cards program. Citi's dedicated implementation team achieves winning program implementations through its governance model and life cycle methodology. This methodology is founded on a core set of best practices, including:

- Centralized governance and control
- Resource management
- Issue escalation process
- Identification and mitigation of risk
- Scope management discipline
- Solutions meeting all specified requirements
- Progress milestone management, including specific exit criteria for critical milestones and transition to ongoing program management

Our approach to implementing and transitioning commercial card solutions is centered on a defined methodology and process involving a multi-step implementation planning process. Your implementation plan will incorporate key disciplines used to support our Federal Government GSA Smart Pay 2 programs including the Department of Defense Travel Card Implementation, best practices of our State and Local Public Sector clients currently using commercial cards, and industry best practices established by the Palmer Study, and the card associations.



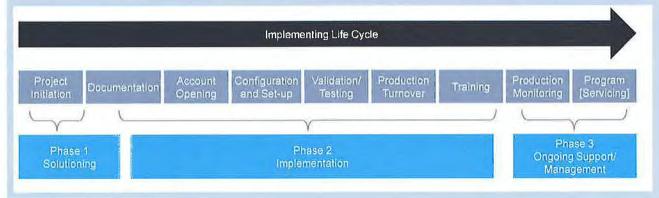


7.4 Implementation Process Flow

Implementation Lifecycle

As with all projects, our process includes a lifecycle. Fundamental to the success of the project is ensuring all aspects of the lifecycle are understood. Citi has invested considerable effort in defining our implementation lifecycle.

The three phases of the commercial cards implementation lifecycle are illustrated below:



7.5 Implementation Lifecycle

Solutioning Phase

During the initial solutioning phase, Citi performs a thorough diagnostic to ensure that we understand the State's objectives.

Your designated Implementation Manager will serve as a single point of contact for the State during the implementation process. Citi also will assign a Project Manager for the State's implementation. The Project Manager will develop a complete project plan detailing the project scope of work, completion criteria, deliverables, and roles and responsibilities. Your Project Manager also will hold working sessions to map out your program.

In plementation Phase

During the implementation phase, Citi will work with you to develop a customized and effective implementation plan. We will establish mutually acceptable objectives, milestones, and key task lists, reviewing progress against plan throughout the implementation process.

The Citi team works in concert with you to develop a Statement of Work (SOW). The SOW confirms the detailed products and services Citi will deliver as part of implementing your program. This serves as the



baseline against which all scope and deliverables will be managed. The specific items addressed include:

- Objectives and scope
- Project deliverables
- Constraints, assumptions, and dependencies
- Project governance approach and communication
- Issue management
- Management of scope change
- Transition to customer service and account management

At each step of the process, we will share information, provide onsite and web-based training, and work with the State to build superior solutions for your program. Additionally, site visits will play a pivotal role during the implementation, and we will work with you to determine a mutually agreeable frequency for site visits during the project planning phase.

Post Implementation Ongoing Support and Management Phase

Once setup is complete and your program advances from implementation to production status, your designated Implementation Manager will guide the State through this key transition phase, while providing support during the "Go Live" phase.

After the initial billing cycle, your implementation team will complete any post-conversion work and document project completion with the State. The program will then move into "business-as-usual" mode, in which the Client Service Team will monitor any additional configuration items and, if necessary, re-engage any implementation or technical integration teams for new program initiatives.

Post-implementation, your Implementation Manager will continue to monitor your program and provide valuable assistance as an additional resource. The State will have ample opportunities to provide feedback on the implementation and the active program. Throughout the card program, we will meet with the State to discuss program and performance metrics, best practices, continuous program improvement, and growth.

2.124 Bidder should provide a detailed implementation plan including at least the following: required start up documentation forms, a detailed implementation schedule with phases and milestones, individual tasks and critical tasks. The bidder should detail pilot program options available. Multiple state agencies will be a part of the implementation process.

Response:

For a program the size and scope of the State's, we anticipate a 120 day conversion.

Upon award of business, Citi will work with the State to establish the contracts, share marketing plans, and finalize conversion planning. Citi will also assign an Implementation Manager supported by a designated implementation team. At no cost, your implementation team will customize a transition plan according to the State's objectives, as well as develop, document, and maintain a complete project plan detailing the scope of work, completion criteria, deliverables, roles, and responsibilities.

The following sample plan 7.6 details each implementation task and the estimated timeframe for a successful implementation.



Transition Timeline

| | Start Date | Day 12 |
|---|------------|------------|
| Kickoff Activities • Pre-Implementation Planning • Project Team Organization and Plan • Implementation Kickoff Meeting | Day 1-15 | |
| Documentation of Requirements • Requirements Gathering • Documentation and Forms | Day 1-45 | |
| Account Opening | | |
| Set-up Documents Program Parameters (Controls, MCCs, 4th Line of Embossing) | Day 20-80 | |
| Set-up | | |
| Hierarchy | | |
| Program Design and Production | | |
| Business Control File | Day 35–90 | |
| Card Deployment (if applicable) File Transmission and Delivery | | |
| /alldation and Testing ▹ Confirm Transmission of Files | Day 20-90 | |
| Training Discuse Needs and Logistics Conduct Training | Day 35-90 | |
| Production and "Go Live" Hand-off and Support During "Go Live" | Day 60 | 90 |
| Post Production Monitoring Monitor Delivery and Provide Assistance | | Day-90–120 |

7.6 Implementation timelines may vary depending on custom requirements and client resources.

Critical activities in the implementation process are detailed below:

Kick Off Activities

Brief series of meetings to evaluate the State's requirements and provide best practice recommendations to enhance overall program performance

- Introduce the transition team
- Review details regarding the Transition Timeline
- Confirm key participants from the State
- Support a prioritization schedule for implementing the State program reporting requirements, hierarchy, and data files

Through our project management process, Citi will provide clear and timely communications to all project participants throughout the transition period.

Documentation of Requirements

Your Citi Implementation Manager will coordinate and assist the State with all required documentation.

- Evaluate the State's technology and business requirements to determine what changes to your current program may be desired
- Jointly re-evaluate your transmission protocols and file interfaces
- Document all Statement of Work details and other documentation related to the implementation

Account Opening and Setup

Citi will review and offer a consultative approach based on our industry experience. Key milestones during the Account Opening and Setup phases include establishing and coordinating:



- Program Parameters
- Hierarchy
- Card Design
- Card Deployment strategy

Validation and Testing

Scheduled prior to going into a production environment, all activities will be directed by your implementation manager and project manager. Citi will validate the transmission of files and confirm the status of data populating on Citi's web based program management tools. By means of a detailed testing schedule, your Technical implementation manager will evaluate the status incrementally through each phase, limiting the timeframe necessary for final approvals.

Training

This phase finalizes planning for logistics and training.

Citi applies best practices developed during the past two decades to provide highly effective training for the State. Underpinning the training strategy is the understanding that early training and education paves the way for an efficient, smooth-running card program. We design training programs to demonstrate the systems and, more importantly, provide the State with a deep understanding of all aspects of your card program.

Citi will take a proactive approach with the State in determining the most efficient training methods and context for your program participants. Examples of training methods include onsite training and webcasts. Our emphasis on training will enable the State to realize the maximum benefits of the program.

During implementation, we will discuss your training requirements with you and customize a program to meet the specific requirements of your Program Administrators, cardholders, and other program participants. In planning a training program for employees, your Implementation Manager will share ideas, sample presentations, and a training template with the State' Program Administrators.

An overview of our training approach is illustrated below:

Training Overview

- Program oversight and best practices
- Customer service overview
- Billing process
- Disputes process
- Fraud prevention and detection
- Round table

Citi's Online Systems

- CitiManager
- CitiManager's Card Management module
- CitiManager's Custom Reporting module

Additional Topics

- Presentation from card associations regarding best practices & technology
- Discussion of key initiatives for program improvement

Production and "Go Live"

Providing key information and a guide to resources is the initial step to migrating from an implementation status to production status. Your designated implementation manager will guide the State through this key transition phase.



Post-production Monitoring

In addition to providing support during "Go Live," your implementation manager will continue to monitor your program and provide valuable assistance as an additional resource for your overall program.

Pilot Phase

A pilot phase is typically included in the implementation process. The minimum length for a pilot phase is one to two billing cycles. While there is no minimum number of cards for the pilot phase, two cards per business unit or not less than 15 is the typical range. We can include the State's entire commercial card program in the pilot phase.

The pilot phase includes the following:

- · Setup forms and attachments for online systems are reviewed by the State and sent to Citi
- Due to the highly customizable nature of our card management and reporting systems, we test and ensure that the setup of these systems matches client needs and expectations
- Cardholder and management training sessions are conducted
- · Cards are produced and delivered
- The card programs are launched

The pilot phase is an invaluable means of assessing program performance, training cardholders, management, and program administrator, and gathering client feedback. The information gathered from the pilot phase enables us to make any necessary changes to the State's program to ensure optimal performance.

2.125 Describe the resources that the Contractor will provide during implementation, including training (in person, over the phone, user manuals, or web based), technical support, and on-site visits/State Agency implementation meetings.

Response:

Implementation Team Overview

There is more to a Commercial Card than meets the eye. Behind every Citi Commercial Card solution is our implementation team, strategically building a top-tier program leveraging the leading payment platforms and tools you rely on to better manage your program.

Citi's approach to implementation is conducted through your Implementation Manager who is your consultative point of contact ensuring all parts of your chosen program will meet your overall financial and strategic objectives. To support a seamless implementation and program transition, Citi will also dedicate an experienced implementation team to the State for your conversion. We take pride in having some of the most experienced implementation management and staff in the commercial cards industry. All of our key personnel are full-time employees of Citi and not consultants or sub-contractors.

To address the requirements of the State, your Implementation Manager and implementation team will conduct weekly or twice-weekly meetings to ensure the day-to-day execution of your project plan and critical program deliverables. Teams take an advisory approach to managing your relationship while at the same time they follow well-document project management plans, implementation, escalation, and contingency procedures to ensure all aspects of the relationship is effectively managed. Each team member will play an active role in your program long after your first cards are issued. This will help ensure that your needs are addressed, and the State has the resources and program support to execute and manage the most effective card program possible.

To support you at the onset of your relationship with Citi, your Client Account Service Manager will work in concert with your implementation team to ensure a successful commercial cards implementation. The State will also have access to your Citi Banking Team. Your Parent Account Manager is your advocate within Citi, accountable for the servicing and satisfaction of your organization, as well as responsible for managing all aspects of the relationship and is your single point of contact for escalation.



Implementation Team: Roles & Responsibilities

Citi is dedicated to providing a variety of resources to the State's program. We understand that your commercial card program will achieve its objectives only through the hard work and dedication of these individuals.

While the implementation resources vary by country and program, the designated team to support the State's program described in table 7.7 below will include:

| 7.7 Members | Roles & Responsibilities | |
|---|--|--|
| Parent Account Manager | Your Parent Account Manager has overall responsibility for maintaining the State relationship and can leverage the resources of the broader organization to ensure quick resolution of any issue. | |
| Commercial Cards Account Manager | Your Account Manager directs the strategic management of your program and assists your company with program growth and maturation for commercial cards products. This contact will typically conduct regular business reviews (typically on a quarterly or annual basis), support your expansion initiatives, assist with program metric reporting needs, serve as your resource for policy documentation and enrollment initiatives, and introduce product innovations. Your Account Manager works in conjunction with other team members to coordinate resources for the life of your program. | |
| Client Account Service (CAS) Manager | Your Client Account Service (CAS) Manager works with the State and your Program Administrators to ensure your objectives are being met throughout the life of the program, from a service perspective. The CAS Manager will provide you with all necessary program support, and complete such tasks as required set-up documentation, hierarchy builds, account establishment, and card delivery coordination. Your CAS Manager is assigned to ensure your program is properly managed, and is an ongoing resource to the State for the life of your program. | |
| Designated Implementation Manager | The State's Implementation Manager is your single point of contact during the implementation process and leads the implementation of your overall solution. Your Implementation Manager assembles and coordinates resources from customer service, operations, technology, marketing, and file delivery to complete the implementation and ensure client satisfaction. The Implementation Manager will educate the State on the features of your solution, provide communication and training strategies within your organization, and consult with you on the best practices and use of your solution. | |
| Technical Implementation Manager | A Technical Implementation Manager will serve as the product application expert who will design and deliver technology solutions to meet your needs and program objectives. Your Technical Implementation Manager handles scope documentation for the technical solution, consult with the State on best practices for reporting tools, file feeds, and integration into ERPs, as well as submitting, tracking, and following up on work orders. | |
| Project Manager | A Project Manager will own the project plan for the State's implementation and drive the joint project team to deliver on objectives. Your Project Manager will also own the agenda, meeting notes, and action log for implementation team meetings, will own the issues and risks log, will complete documentation for your implementation, and, finally, will provide documentation of the State's completed implementation. | |
| Customer Service Unit | The Customer Service Unit is dedicated to providing superior service to our commercial cards clients, 24/7. Customer Service handles inquiries from merchants, cardholders, program managers, and third parties, and can handle all emergency situations. The Customer Service Unit may be reached by toll-free phone number or by calling collect if the cardholder is out of the country. Additionally, a designated fax and email will be provided for use of the State's cardholders. | |
| Technical Help Desk | The Technical Help Desk available from 6:30 a.m. until 11:00 p.m. (ET) to provide technical support for file delivery issues, as well as our Internet systems, including the CitiManager Card Management module, Card Statements and Payments, and the CitiManager Custom Reporting module. This unit is specially trained to provide ongoing technical support for all these products, and can answer any operational questions. | |



Training Overview

With 42 years of experience in designing learning courses, Citi understands the critical role of effective and customized training. Our training specialists have extensive experience in curriculum development and training delivery with clients similar to the State and are experts in demonstrating best practices to manage and optimize commercial card programs. The State will benefit from a designated trainer from Citi's Commercial Card Training Team. Your trainer will prepare and deliver ongoing training opportunities designed specifically to meet your evolving objectives and requirements.

Our commitment to train the State's program participants is continuous. Citi has a dedicated team to support the State's ongoing training needs during implementation and throughout the life of the program.

Program Administrator Commercial Cards Training Options

To ensure all Program Administrators will benefit, training classes are designed for all skill levels, from beginners to the most advanced. Training is delivered using a variety of methods to provide flexibility around your demanding schedule. Our goal is to accommodate different training needs and learning styles and our training staff works hard to ensure the transfer of learning every time.

The State can choose to use any of the following forms of training:

- Onsite Training
- Online Webinar Sessions
- Citi Training Series' Webinar Quarterly Learning Series
- eLearning

Response:

Through our project management process, Citi will provide clear and timely communication to all project participants throughout the life of the transition. We employ several communication tools that help ensure proper management of all deliverables, including:

- Project Charter Clarifies expectations of both implementation teams and define the final deliverables at a high level
- Project Plan A customized plan will be developed based on your program requirements
- Project Status Report Provides an summary of the project status, a detailed listing of the action items and issues, and a project team list
- Requirements Document Details the major requirements and decisions of your Citi Commercial Card Program. Once approved, Citi will build your card program based on this document

Project Tracking

Our implementation team manages each transition through an intranet-based system that offers built-in alerts for "client deal status" and "client health temperature." These red/yellow/green alerts will automatically send an escalation message to all senior members of your relationship.

The implementation team uses this site maintain project notes and tasks which will be shared on an IntraLink site for both the State and Citi teams to access and monitor. Through granting the State team members access to this SharePoint-type site, we enable all parties to follow and assess progress on tasks supporting the transition process.

Citi also works with our clients during the transition to market the change in card programs by developing internal communication plans, providing template material, and leveraging the Citi CLASS/Library module within our CitiManager online tool. This internal marketing effort builds awareness and assists in servicing the account and its users during the transition and on an ongoing basis.



^{2.126} What process is in place to manage implementation issues?

Sample Project Plan

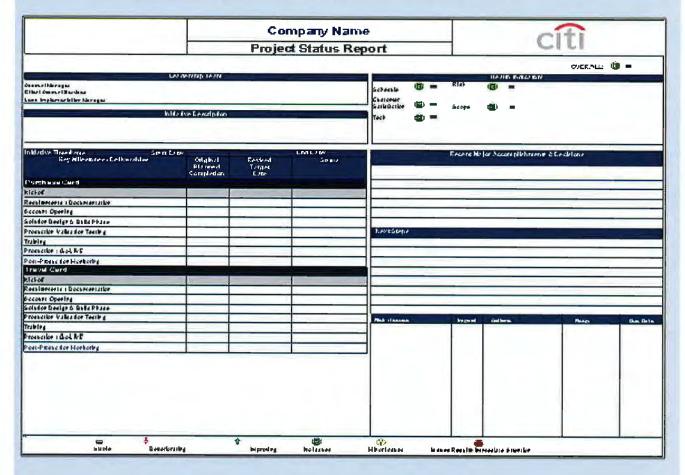
A sample implementation project plan is illustrated below. This is a typical implementation project plan – your implementation manager will work with you to customize a plan based on your specific needs.

7.8 Sample 120-day Project Plan

| | 0 | Task Name | Duration | Start | Finish | Predecessors |
|-----|---|-------------------------------|----------|--------------|--------------|--------------|
| 1 | | E Card Implementation Process | 120 days | Tue 8/31/10 | Mon 2/14/11 | |
| 2 | | 🗄 Scope / Requirements | 7 days | Tue 8/31/10 | Wed 9/8/10 | |
| 18 | | 📧 Solution / Design Phase | 57 days | Tue 8/31/10 | Wed 11/17/10 | |
| 43 | | 🖲 Build Phase | 43 days | Fri 9/10/10 | Tue 11/9/10 | |
| 119 | | 🗄 Test Phase | 70 days | Mon 9/4 3/10 | Fri 12/17/10 | |
| 138 | | H Go Live / BAV phase | 41 days | Thu 12/16/10 | Mon 2/14/11 | |

7.9 Weekly Project Status Report

Throughout the implementation, the Project Manager will provide a weekly *Project Status Report* to the State's management illustrating implementation tasks and completion status. This report illustrates at a high level the status of the main implementation items. An example of this report is illustrated below:



8.0 Issue Log

The State will have many opportunities to provide feedback on the implementation process and the active cards program. This includes the *Issues Log* for the implementation, which is a live document we use to track



issues / roadblocks raised by either the State or Citi. The *Project Status Report* reflects the information in this document. A typical *Issues Log* is illustrated below.

| Company Name Open Items / Issues / Risks | | | | Last Updated: Open tems Closed tems Total items | DATE 0 0 0 | - (| citi | |
|---|---|--------|---------------------|--|---------------------|--------|------------------------------|-------------------------|
| Ref Date # Raised | and the second se | Ouners | Product/ Service | Description | Inpact | Status | Target Resolution Date | Next Steps / Resolution |
| | | | | | | | | |
| | | | | | | | | |

2.127 During the implementation phase, describe how you will communicate timely any concerns regarding meeting implementation timeframes.

Response:

Please refer to the answer to the previous question for information regarding communication throughout the implementation process.

| Post Implementation | | | |
|---------------------|---|--|--|
| 2.128 | Describe the resources used for post implementation, including services requested/required in the RFP scope of work, technical support or on-site visits. | | |

Response:

Once setup is complete and your program advances from implementation to production status, your designated Implementation Manager will guide the State through this key transition phase, while providing support during the "Go Live" phase.

After the initial billing cycle, your implementation team will complete any post-conversion work and document project completion with the State. The program will then move into "business-as-usual" mode, in which the Client Service Team will monitor any additional configuration items and, if necessary, re-engage any implementation or technical integration teams for new program initiatives.

Post-implementation, your Implementation Manager will continue to monitor your program and provide valuable assistance as an additional resource. The State will have ample opportunities to provide feedback on the implementation and the active program. Throughout the card program, we will meet with the State to discuss program and performance metrics, best practices, continuous program improvement, and growth.

2.129 Indicate if your organization provides a newsletter or email covering industry topics, rules and regulations updates and timing of the distribution or publication.

Response:

Clients are kept current on industry developments affecting their businesses directly through their client service team via direct contact, written communications, and/or product briefs that review industry developments.

Our quarterly newsletters highlight industry trends, emerging markets, and significant Citi technology developments. In addition, Citi hosts an annual Commercial Payments Training Conference, where the State can learn how to maximize the value of your card program. This event offers clients the opportunity to attend presentations and product demonstrations, as well as participate in hands-on training, interactive roundtables, and networking sessions with peers. Moreover, Citi regularly hosts regional roundtables where clients gather



to learn about the new products that Citi is bringing to market, and directly exchange best practices amongst industry peers.

As a market leader, Citi offers clients an opportunity to affect industry change. Citi serves on the Board of Directors at MasterCard and maintains formal and informal alliances with companies offering solutions such as expense reporting software, contract labor applications, electronic purchasing, and payment optimization services.

| 2.130 | Describe any on-going training that will be made available as upgrades or system changes |
|-------|--|
| | DOCLIF. |

Response:

To ensure clients are properly trained on new releases, training products are examined with each upgrade and are updated as needed. Training on system upgrades is generally conducted through the use of Quick Reference Guides and web seminars.

For additional information regarding ongoing training, please refer to the answer to question 2.125.



Questionnaire A.3

Request for Proposal Number 5791 Z1

Baseline Functional and Technical Requirements - State Accounting

| Agency Specific | | | |
|---|---|--|--|
| Department of Administrative Service - State Accounting | | | |
| 3.1 | Can the bidder provide a card designed specially and exclusively for the State of Nebraska program? Each plastic card issued shall, at a minimum: 1. Display on the face of the card, the name "State of Nebraska" and a logo selected by the State on the face of the card; 2. Have embossed on the face of the card, the name of the cardholder to whom the card is issued; 3. The name of the agency where the employee is employed; and 4. Display on the back of the card, the Contractor's toll free "customer service" phone number. | | |

Yes _X___ No ___ Response:

Our card designs are flexible and include standard and custom options.

If a custom option is desired, Citi's Global Marketing team will work with your Implementation Manager, to provide a complete customized solution – including four-color artwork for card design graphics. Our designs will help the State's identify with the company as well as extend your brand. Your Implementation Manager can provide custom card design options and pricing, which is provided at cost. The cost of custom cards is dependent upon the complexity of the design and the number of colors.

Citi can brand the corporate card with the State's name or logo as part of our custom program. We are happy to provide recommendations and guidance, based on our experience with existing clients, to ensure the State has consistent branding for your card program.

The process would involve the State submitting the artwork you would like to have on the cards as part of our custom plastic program.

The artwork specifications include:

- Preferred File Formats
 - EPS, TIFF, PSD, Hi Resolution PDF (300 DPI or above)
 - For best results, supply vectored art for sharp printing objects such as text and logos. Raster versions of these items do not produce well
- Scanned Art Format
 - Provide as TIFF, EPS, or DCS file at 100% size and 300 DPI or higher
 - If sending a black and white logo, lettering slicks or key line art, it should be clean, crisp and at least 1,200 DPI
- Acceptable Color Modes
 - CMYK / Pantone
 - Gray scale
 - Spot colors best used in vector based software such as Illustrator or Freehand. Spot colors in Photoshop are best used as monotone, ductone, and tritone



RGB art should be converted to CMYK before submitting

Additionally, if any gradient or color bleed details are required when designing the card, the State must provide this information with the initial art specs or include it in the art files. In addition, Citi's Commercial Card includes standard verbiage on the front of the card (Corporate, Purchasing, Travel, or Commercial) placed across the front of the plastic, above the embossed account number. Additional verbiage requested by the State can be placed under the existing verbiage. Client design, artwork, and verbiage are subject to approval by Citi and the appropriate card association.

3.2 The Purchasing card program require the cards issued must contain no reference to Automatic Teller Machine (ATM) machine usage, can the bidder comply?

Yes X No

Response:

Citi will work with you to create a completely customized card solution.

3.3 Administrative Services - Accounting file process and file layout The bidder should review and indicate its ability to generate and provide a monthly file in the format specified in Attachment E. Files are to be generated after the cycle completion date. The bidder should detail the options available to the program to retrieve or receive files. The bidder should detail any required deviations from file layout specifications detailed in Attachment E. The bidder should detail any concerns regarding the requested file format.

Response:

Citi will work with the State to develop the monthly file to match the format provided by the State. As part of the implementation discussion, Citi will review the file formats, including providing an overview of our standard files, to determine if any additional files would be desired.

Citi supports numerous file types including custom files. Citi can integrate with all major Enterprise Resource Planning (ERP) and Expense Management Systems (EMS) using our robust catalog of key industry standard card files. We have a successful track record of integrating files into numerous expense reporting, accounts payable, and general ledger systems for our clients.

The common file types supported are described in table 8.1 below:

| 8.1 File Format | Data Structure | General Data Provided |
|--|--------------------------------|-----------------------------|
| Citibank Commercial Format (CCF) 2.0 | Fixed Length Text File | Financial and Enhanced Data |
| Visa Commercial Format (VCF) 4.0 | Variable Length, Tab Delimited | Financial and Enhanced Data |
| MasterCard Common Data Format (CDF) 3.0 | XML | Financial and Enhanced Data |
| SAP 4.7 | Fixed Length Text File | Financial Data |
| SAP 5.0 | Fixed Length Text File | Finencial and Enhanced Data |

Upon award of the new contract, Citi will review current file feeds with the State to determine if additional files are required as well as review current transmission frequency (daily, weekly, or monthly) to ensure these best fit your data needs.

Citi Secure File Transfer (CitiSFT) is a 24/7 critical platform providing a secure method of transferring files across the Internet between internal Citi systems and external client / partner systems using HTTPS, FTPS, and SFTP protocols. External to external (client to client) file transfer is improper use and prohibited by CitiSFT. To create a well-functioning CitiSFT file transmission channels between Citi and the State, both the State and Citi users must use CitiSFT functional IDs which support password based authentication by default. File transmission routes will be set between the accounts depending on the direction of transfer requested. The route can be from Citi to the State or from the State to Citi. Multiple routing setups, including one route from Citi to the State and one from the State to Citi to allow bi-directional file transfer are



commonly used.

Secure File Transfer - With streamlined management and distribution of transaction reports and files, you can easily post and manage files and reports within Citi's secure online environment

3.4 The card programs require files to be delivered on the same day of the month and in the format as listed in Attachment E. Can the bidder comply?

Yes X No Response:

Citi will work with the State during the implementation to confirm file delivery formats and delivery time frame. Citi has the flexibility to accommodate the State's needs.



Questionnaire A.4

Request for Proposal Number 5791 Z1

Baseline Functional & Technical Requirements

Department of Transportation

Agency Specific

Department of Transportation

| 4.1 | Can the bidder provide a card designed specially and exclusively for the State of Nebraska program? Each plastic card issued shall, at a minimum: 1. Display on the face of the card, the name "State of Nebraska" and a logo selected by the State on the face of the card; 2. Have embossed on the face of the card, the name of the cardholder to whom the card is issued; 3. The name of the agency where the employee is employed; and |
|-----|--|
| | 4. Display on the back of the card, the Contractor's toll free "customer service" phone number. |

Yes X No

Response:

Our card designs are flexible and include standard and custom options.

If a custom option is desired, Citi's Marketing team will work with your Implementation Manager, to provide a complete customized solution – including four-color artwork for card design graphics. Our designs will help the Department of Transportation identify with the company as well as extend your brand. Your Implementation Manager can provide custom card design options and pricing, which is provided at cost. The cost of custom cards is dependent upon the complexity of the design and the number of colors.

Citi can brand the corporate card with the Department of Transportation's name or logo as part of our custom program. We are happy to provide recommendations and guidance, based on our experience with existing clients, to ensure the Department of Transportation has consistent branding for your card program.

The process would involve the Department of Transportation submitting the artwork you would like to have on the cards as part of our custom plastic program.

The artwork specifications include:

- Preferred File Formats
 - EPS, TIFF, PSD, Hi Resolution PDF (300 DPI or above)
 - For best results, supply vectored art for sharp printing objects such as text and logos. Raster versions of these items do not produce well
- Scanned Art Format
 - Provide as TIFF, EPS, or DCS file at 100% size and 300 DPI or higher
 - If sending a black and white logo, lettering slicks or key line art, it should be clean, crisp and at least 1,200 DPI
- Acceptable Color Modes
 - CMYK / Pantone



- Gray scale
- Spot colors best used in vector based software such as Illustrator or Freehand. Spot colors in Photoshop are best used as monotone, duotone, and tritone
- RGB art should be converted to CMYK before submitting

Additionally, if any gradient or color bleed details are required when designing the card, the Department of Transportation must provide this information with the initial art specs or include it in the art files. In addition, Citi's Commercial Card includes standard verbiage on the front of the card (Corporate, Purchasing, Travel, or Commercial) placed across the front of the plastic, above the embossed account number. Additional verbiage requested by the Department of Transportation can be placed under the existing verbiage. Client design, artwork, and verbiage are subject to approval by Citi and the appropriate card association.

4.2 The Purchasing card program require the cards issued must contain no reference to Automatic Teller Machine (ATM) machine usage, can the bidder comply?

Yes X No

Response:

Citi will work with you to create a completely customized card solution.

4.3 The bidder should review and indicate its ability to generate and provide a weekly file in the format specified in Attachment F. The bidder should detail the options available to the program to retrieve or receive files. The bidder should detail any required deviations from file layout specifications detailed in Attachment F. The bidder should detail any concerns regarding the requested file format.

Response:

Upon award of the new contract, Citi will review the Department of Transportation's current file feeds to determine if additional files are required as well as review current transmission frequency (daily, weekly, or monthly) to ensure these best fit your data needs.

Citi Secure File Transfer (CitiSFT) is a 24/7 critical platform providing a secure method of transferring files across the Internet between internal Citi systems and external client / partner systems using HTTPS, FTPS, and SFTP protocols. External to external (client to client) file transfer is improper use and prohibited by CitiSFT. To create a well-functioning CitiSFT file transmission channels between Citi and the State, both the State and Citi users must use CitiSFT functional IDs which support password based authentication by default. File transmission routes will be set between the accounts depending on the direction of transfer requested. The route can be from Citi to the State and one from the State to Citi to allow bi-directional file transfer are commonly used.

Secure File Transfer – With streamlined management and distribution of transaction reports and files, you can easily post and manage files and reports within Citi's secure online environment.

4.4 The card programs require files to be delivered on consistent schedule and in a format as listed in Attachment F. Can the bidder comply?

Yes X No

Response:

Citi will work with the Department of Transportation during the implementation to confirm file delivery formats and delivery time frame. Citi has the flexibility to accommodate the Department of Transportation's needs.



Questionnaire A.5

Request for Proposal Number 5791 Z1

Baseline Functional and Technical Requirements

University of Nebraska

| Univers | Ity of Nebraska |
|---------|---|
| 5.1 | Can the bidder provide a card designed specially and exclusively for the University of Nebraska programs? Each plastic card issued shall, at a minimum: 1. Display on the face of the card, the name "University of Nebraska" and a logo selected by the University of Nebraska on the face of the card. The University Group Travel Card Program shall have a different color card and the University may require an alternative logo be used on that card; 2. Display on the face of the card, the phrase "For Official Use Only"; 3. Have embossed on the face of the card, the phrase "NE State Sales Tax Exempt"; 4 Have embossed on the face of the card, the name of the cardholder to whom the card is issued; and 5. Display on the back of the card, the Contractor's toll free "customer service" phone number. The University of Nebraska program cards shall include the University Sales Tax Exempt number. |

Response:

Our card designs are flexible and include standard and custom options.

If a custom option is desired, Citi's Marketing team will work with your Implementation Manager, to provide a complete customized solution – including four-color artwork for card design graphics. Our designs will help the University's identify with the company as well as extend your brand. Your Implementation Manager can provide custom card design options and pricing, which is provided at cost. The cost of custom cards is dependent upon the complexity of the design and the number of colors.

Citi can brand the corporate card with the University's name or logo as part of our custom program. We are happy to provide recommendations and guidance, based on our experience with existing clients, to ensure the University has consistent branding for your card program.

The process would involve the University submitting the artwork you would like to have on the cards as part of our custom plastic program.

The artwork specifications include:

- Preferred File Formats
 - EPS, TIFF, PSD, Hi Resolution PDF (300 DPI or above)
 - For best results, supply vectored art for sharp printing objects such as text and logos. Raster versions of these items do not produce well
- Scanned Art Format
 - Provide as TIFF, EPS, or DCS file at 100% size and 300 DPI or higher



- If sending a black and white logo, lettering slicks or key line art, it should be clean, crisp and at least 1,200 DPI
- Acceptable Color Modes
 - CMYK / Pantone
 - Gray scale
 - Spot colors best used in vector based software such as Illustrator or Freehand. Spot colors in Photoshop are best used as monotone, duotone, and tritone
 - RGB art should be converted to CMYK before submitting

Additionally, if any gradient or color bleed details are required when designing the card, the University must provide this information with the initial art specs or include it in the art files. In addition, Citi's Commercial Card includes standard verbiage on the front of the card (Corporate, Purchasing, Travel, or Commercial) placed across the front of the plastic, above the embossed account number. Additional verbiage requested by the University can be placed under the existing verbiage. Client design, artwork, and verbiage are subject to approval by Citi and the appropriate card association.

5.2 The Purchasing card program require the cards issued must contain no reference to Automatic Teller Machine (ATM) machine usage, can the bidder comply?

Yes __X__ No ____

Response:

Citi will work with you to create a completely customized card solution.

5.3 The card programs require the ability to obtain cards that have higher credit limits for disaster situations. Cards will be stored securely with limited access. The bidder should review Attachment D for spending limits. Can the bidder comply?

Yes __X__ No ____

Response:

Citi complies with this requirement. Citi's operating system is able to accommodate high credit limits. We will work with the University to meet any additional needs during emergency or disaster events.

5.4 The bidder should review the University's Preferred Vendor Card program limits listed in Attachment D and can the bidder meet those requirements?

Yes __X__ No ___

Response:

Citi complies with this requirement.

Questionnaire A.6

Request for Proposal Number 5791 Z1

Baseline Functional and Technical Requirements

Nebraska State Colleges



| Nebraska State Colleges Agency Specific | | |
|---|--|--|
| | | |

Yes X No Response:

Citi can accommodate the file needs of the University, by each location. As part of the implementation, Citi will work with the University to create, test, and deliver the files as desired by the University.

| 6.2 | Reporting shall be available to the programs and to the Program Administrator, Administrative |
|-----|---|
| | Services – Accounting. Can the bidder comply? |

Yes X No Response:

Citi's online client portal, CitiManager, provides for the multiple hierarchy levels necessary to mirror any organization. Our online tools manage user entitlements within this hierarchy structure, providing access only to the assigned hierarchy node or below. We also can manage reporting access at the field level by disallowing such fields as Full Account Number or other personal identifiable information.

The Citi Custom Reporting System provides a full set of entitlement options, which determine the tasks your end users can perform within the system. Citi can configure module access at the cardholder level for client's program, including manage reporting access at the field level by disallowing such fields as Full Account Number or other personal identifiable information. See table 8.2 below.

| 8.2 User Entitlements | | | |
|--|--|--|--|
| Program Administrator (Read Only)* | Program Administrators with read only access lack update capability, but have view capability to Citi's Custom Reporting module via CitiManager. | | |
| Program Administrator (Ad Hoc) | Ad Hoc Program Administrators have access to Citi's Custom Reporting module via CitiManager including saving their custom reports. | | |
| Program Audit Tool (Reviewer) | In addition to the Program Administrators access, the user can have Program Audit Tool feature to review flagged records based on client's rules. | | |
| Program Audit Tool (Administrator) | In addition to the Program Administrators access, the user can have Program Audit Tool feature to create the necessary rules to monitor their program. | | |
| Program Audit Tool (Final Reviewer) | In addition to the Program Administrators access, the user can have Program Audit Tool feature to review flagged records based on client's rules as well as Program Audit Tool statistics. | | |
| All automal usars have re | ad only accord at various biorarchy lovels | | |

*All external users have read only access at various hierarchy levels.

6.3 Rebates will be sent to the State's bank account, with rebate details to the Treasurer and the Program Administrator, Administrative Services – Accounting. Can the bidder comply?

Yes X No

Response:

Citi complies with this requirement. As part of the implementation process, Citi will work with the State to



document and confirm rebate payment and reporting instructions.



Questionnaire A.7

Request for Proposal Number 5791 Z1

Baseline Functional and Technical Requirements

University of Nebraska and Nebraska State Colleges

Group Travel Card Program

University of Nebraska and Nebraska State Colleges Group Travel Card Program 7.1 The Contractor will provide a branded card to be used for cash advances, ATM withdrawals and the purchase of goods, services, or travel at locations nationally and internationally. The card must accommodate in-store, internet, fax, mail order, and over-the phone transactions. Can bidder comply?

Yes X No Response:

The University's cardholders can obtain cash advances to cover incidental out-of-pocket expenses at:

- Any Citibank branch
- Citi ATMs located in 7-11 stores
- Banks or currency exchange desks displaying the MasterCard or Visa logo more than 2.6 million locations worldwide

To find an ATM anywhere in the United States, cardholders can call Citi's proprietary, toll-free ATM Locator Service, available 24/7, and a representative will direct the cardholder to a nearby ATM location. ATM locator service is also available through Visa and MasterCard, at the websites located on the back of the card.

Citi's commercial credit cards can be used anywhere Visa and Mastercard branded cards are accepted.

7.2 Can the bidder only allow cash advances or ATM transactions for Group Travel programs?

Yes X No Response:

Cash advances can be blocked at the overall program level or on a case-by-case basis.

7.3 The card program shall not incur any fees for cash advances or ATM transactions, including domestic or foreign, from the Contractor. Can the bidder comply?

Yes ____ No __X__ Response:

Citi will waive the ATM fee that is normally charged for transaction processing. However, the State needs to be aware that ATM owners frequently charge a fee for use of their ATMs. Citi cannot waive these local ATM fees that may be charged as they are out of our control. We maintain an extensive network of ATMs globally, and in addition to our branch network, Citi has ATMs located in 7-11 stores throughout the U.S.



7.4

The bidder should provide a comprehensive listing of available ATM networks associated with the Group Travel Cards.

Response:

To find an ATM anywhere in the United States, cardholders can call Citi's proprietary, toll-free ATM Locator Service, available 24/7, and a representative will direct the cardholder to a nearby ATM location. ATM locator service is also available through Visa and MasterCard, at the websites located on the back of the card.

State employees will be able withdraw money from over 571,000 Visa ATMs and 425,000 Mastercard ATMs throughout the United States (over 2.5M ATMs worldwide).

7.5 For the Group Travel Card Program, a PIN number would be required. Describe how the PIN number will be mailed securely and directly to the cardholder?

Response:

The cardholder selects their own PIN when they call to verify receipt of their card. This self-select option mitigates the possibility of the cardholder forgetting their PIN. The cardholder can change the ATM PIN at any time by calling Citi's toll-free automated service line. Citi also provides the ability to select your PIN at activation through our Activation website.

7.6 Bidder shall detail all volume and spending limits placed on the cards for ATM transactions and cash advances. The bidder should specify if limits are daily, weekly, monthly or per transaction. The bidder should detail the process and timing to modify and enforce change limits.

Response:

The University's Program Administrator(s) can increase cash advance limits for individual cardholders in real time via CitiManager's Card Management module.

We recommend daily and weekly withdrawal limits of \$250 per day and \$500 per seven-day period. However, the University can determine the cash advance limit for each cardholder, subject to Citi approval, and may elect to raise or lower these limits for various cardholders.

Cash Advance Controls

While the wide acceptance of the Citi Travel Card serves to decrease the need for cardholder cash advances, the State has the following options to establish cash advance controls:

- Make cash advance privileges available on a cardholder-by-cardholder basis including changing the function for active cardholders
- Establish restrictions
 - At the company and department level
 - By single transaction, daily, weekly, and/or monthly limits
 - -- By MCC codes to exclude high-risk cash advance locations, such as casinos

Cash advances can be blocked at the overall program level or on a case-by-case basis.

7.7 Certain card programs require cards issued for coach and team travel needs. Cards, used nationally and internationally, allow for food, travel, housing expenses, etc. Multiple purchases from the same merchants may be charged during the same time frame to accommodate the volume of travelers or the merchant's desire to accept payment. (i.e., individually or as a lump sum). The bidder should detail how they are able to accommodate these types of purchases.

Response:

Citi offers a Travel Card specifically for team and/or coach travel. The Team Travel Cards are centrally billed and can accommodate the coach's name, and if desired, the team name. The Team Travel Card has the same functionality and benefits as a traditional travel card. As part of the implementation process, Citi will work with the University Program Administrators to determine the credit limits and MCCs required to support team travel.



The Citi Travel Card provides:

- Acceptance at more than 49 million locations worldwide
- · Controls on spend levels, period of use and merchant categories
- Fraud protection and misuse identification
- Reporting tools that consolidate Citi Commercial Cards information to provide robust files, detailed metrics and rich data mining
- Card data that integrates easily into any expense management, general ledger or reporting tool for simplified back-end processing

Selecting the Right Program

Citi will help select and implement the appropriate Citi Travel Card program to meet the University's business needs in order to optimize your program's performance and save your company time, money and effort. See graphic 8.3 below.



Note: Due diligence required for local requirements

Response:

7.8

This requirement can also be met by Citi's Group Travel Card, as described above. Please refer to the answer to the previous question.

The University's cardholders can obtain cash advances to cover incidental out-of-pocket expenses at:



Certain card programs require cards to be issued for student group travel needs. Cards, used nationally and internationally, allow for food, travel, housing expenses, etc. Multiple purchases from the same merchants may be charged during the same time frame to accommodate the volume of travelers or the merchant's desire to accept payment. (i.e., individually or as a lump sum). The card program may also allow select cardholders the ability to complete ATM and cash advance transactions. The bidder should detail its ability to accommodate student group travel needs.

- Any Citibank branch
- Citi ATMs located in 7-11 stores
- Banks or currency exchange desks displaying the MasterCard or Visa logo
- 7.9

The bidder should detail how the Contractor's fraud program be adjusted to accommodate the purchases detailed in Questions 7.7 and 7.8.

Response:

Our proprietary Fraud Early Warning System (FEWS) continuously screens credit card activity. This system contains various fraud profiles and algorithms and queues all transaction activity for measurement against those profiles. We score transactions based on these algorithms to determine the likelihood that a suspect transaction is fraudulent. Our goal is to provide uninterrupted service to our clients, while identifying and preventing fraudulent activity.

If a transaction fitting current fraud trends occurs on an account, the account is queued and potentially blocked. Citi's Fraud Early Warning team reviews the flagged transaction and verifies whether or not it appears to be fraudulent. If fraud is suspected, a specialist will reach out to the cardholder. Citi Commercial Cards will attempt to reach cardholders through phone, letter, text and email. By using these contact methods, we can notify cardholders anytime, anywhere, which allows us to manage card activity and fraud faster and more efficiently.

In the case of fraudulent activity, the account number is shut down and our Security Services Department begins to investigate the issue upon receipt of an affidavit from the client. These are standard services offered by us to all of our clients, corporate and consumer, and there are no associated fees.

We recommend notifying Citi prior to international travel to advise of the countries to be visited the and time frame for travel. Citi will then place an annotation on the account(s) to mitigate the chance for a charge to be declined inadvertently. Citi has experience with Higher Education travel programs such as athletics away games where these types of transactions are built into our fraud models to eliminate declines and false positive fraud alerts.

The bidder should review the required file formats for the University of Nebraska program in Attachment G and indicated their ability to generate and provide daily files in the specified format. The University receives 8 separate files daily, 4 separate purchasing card files, 3 travel card files, and a Preferred Vendor Card Data File. Files are by campus (University of Nebraska Lincoln, University of Nebraska Omaha, University Medical Center and University of Nebraska Kearney). The bidder should detail the options available to the program to retrieve or receive files. The bidder should detail any required deviations from file layout specifications detailed in Attachment G. The bidder should detail any concerns regarding the requested file format.

Response:

7.10

Citi can accommodate the file needs of the University, by each location. As part of the implementation, Citi will work with the University to create, test, and deliver the files as desired by the University.

7.11 The University and Nebraska State College programs require files be generated each business day that data is available from the card issuer. The University requires the ability to retrieve the files and not have them sent to the University. The University strongly prefers to use FTP/Secure (FTP using SSL/TLS protocol) to transmit data, can the bidder comply?

Yes __X__ No ____

Response:

We will work with the University to determine the standard file and transmission frequency (i.e., daily, weekly, monthly, or cycle basis) and delivery options that best fits your data needs. Citi can support FTP/Secure transmission of files.

Data files are provided for each processing day and are delivered Tuesday through Saturday.



Questionnaire A.8

Request for Proposal Number 5791 Z1

OPTIONAL Functional and Technical Requirements

University of Nebraska

University of Nebraska

OPTIONAL Contingent/Corporate Liability Travel Card Program

8.1 The bidder should detail its ability to provide Contingent/Corporate Liability Travel Cards to employees that travel. Bidder should detail its program parameters and cardholder enrollment process.

Response:

Citi also offers a Travel Card solution that allows you to determine the parameters of the card, such as MCC templates; credit limits; ATM access. At the direction of the University, Citi can establish Contingent Travel Cards under a separate billing account to allow for the tracking of these cards separate from other travel cards issued to the University. We will create a separate implementation plan to coordinate the setup and issuance of cards.

8.2 The bidder should detail the MCC strategy tied to the cards.

Response:

The University can assign controls at the individual cardholder level without limitation and can modify these controls on an ongoing basis. For example, the University can assign dollar limits by MCC categories and can include or exclude groups of MCC codes in the individual cardholder profile by contacting your designated Client Account Service Manager via phone, email, or fax. Citi can provide the University with recommendations and a list of codes that are frequently blocked for travel and entertainment programs.

| 8.3 | Are the cards issued for this program able to be used nationally? |
|-----|---|
| | |

Yes X___ No

Response:

The University can use Citi commercial cards nationally and globally.

8.4 Are the cards issued for this program able to be used internationally?

Yes _X_ No _

Response:

The State can use a Citi One Card both nationally and internationally. The University can use all Citi commercial cards nationally and globally.

OPTIONAL Virtual or ePayables Credit Card Program

8.5 Bidder should detail their ability to provide virtual or ePayables credit card program by which vendors can be paid for goods received and services rendered.



Response:

Citi's Virtual Card Account (VCA) solution enables clients to generate multiple virtual account numbers for specific purchases or invoice settlements with their suppliers. Citi leads the competition in the virtual card space.

Mastercard VCA Solution

Citi VCA can complement and help maximize growth of an existing Purchasing Card program, or be used as a standalone solution to streamline purchasing. VCA's secure capabilities make it an ideal solution for card-not-present transactions made online, via phone, or mail order. It also forms the backbone of Citi's VCA for Accounts Payable solution, an end-to-end file-based solution targeting post-invoice payments with value added services such as supplier enablement and support.

Citi's VCA solution generates a unique, plastic-less 16 digit virtual card number for each transaction. The virtual card numbers are generated off of a real billing account, which is never shared within your organization or with your suppliers to safeguard against misuse. Citi does not re-use Virtual Card Account numbers, which minimizes exposure to fraud. In addition, each virtual card is issued with the University-specific authorization controls based on the University's purchasing needs. These granular, transaction-level controls ensure that each virtual card is processed correctly by the relevant supplier. Charges by suppliers outside of these pre-set conditions will be declined. Additionally, the University can opt to leverage the platform's workflow capabilities to route select transactions for additional pre-approvals before virtual cards are created.

Virtual card details and related remittance advice are sent automatically and securely via email to suppliers, helping to streamline vendor management. Emails are encrypted during transmission using the Transport Layer Security (TLS) protocol for maximum security and data protection.

In addition to its secure payment capabilities, VCA provides enhanced card transaction data that enables streamlined program reporting, improved audit capabilities, and automated reconciliation processes. Each virtual card created can be enriched with client specified data elements, such as Purchase Order Number, or Supplier ID. The University can access this data, appended to the underlying transaction details, via Citi's reporting tools or through files delivered directly to your ERP system to automate reconciliation.

Visa VCA Solution

Citi's VCA solution can complement and help maximize growth of an existing Purchasing Card program, or it can be used as a standalone solution to streamline purchasing. VCA's secure capabilities make it an ideal alternative for card-not-present transactions made online, via phone, or mail order. It also forms the backbone of Citi's VCA for Accounts Payable solution, an end-to-end file-based solution targeting post-invoice payments with value added services such as supplier enablement and support.

Citi's VCA solution generates a unique, plastic-less 16 digit virtual card number for each transaction. The virtual card numbers are for one-time use, which safeguards against misuse. Each VCA is issued with the University -specific authorization controls based on the University's purchasing needs. These granular, transaction-level controls ensure that each virtual card is processed correctly by the relevant supplier. Charges by suppliers outside of these pre-set conditions will be declined. Additionally, the University can opt to leverage the platform's workflow capabilities to route select transactions for additional pre-approvals before virtual cards are created.

Instructions for accessing the VCA number and related remittance advice are sent automatically and securely via email to suppliers, helping to streamline vendor management. Additionally, the platform also supports Straight Through Processing (STP) card based payments that securely and automatically deposit the funds directly into your supplier merchant account.

In addition to its secure payment capabilities, VCA provides enhanced card transaction data that enables streamlined program reporting, improved audit capabilities, and automated reconciliation processes. Each VCA card created can be enriched with client specified data elements, such as Purchase Order Number, or Supplier ID. The University can access this data, appended to the underlying transaction details, via Citi's reporting tools or through files delivered directly to your ERP system to automate



reconciliation.

8.6

The Contractor must provide the necessary software for administration of this program. The software must allow access to contact information for vendors, as well, as amounts outstanding, amounts paid, etc. Can the bidder comply?

Yes X No Response:

Through CitiManager, we offer an online, user interface where:

- Virtual Cards can be requested
- Card activity, including both real-time authorization transactions and clearing, can be viewed
- · Administration can be accomplished

Merchant Category Code (MCC) administration can be configurable at the BIN, individual account, or transaction level.

User Interface Overview

The overall Virtual Card Account application provides a password-protected, web-based, user interface, which offers several levels of users, including program administrator, card requestor, and a support role. The Program Administrator can access the full functionality offered within the user-interface, which includes activity reporting, system setup, and the ability to request a Virtual Card Number (VCN). The Card Requestor has access to a subset of the administrative capabilities limited to requesting a VCN. A third support role entitles these users to manage the requests created by others, but not to request virtual cards themselves.

The Program Administrator sets up and manages the Virtual Card Account solution using the 'Program Administration' menu, which has the capability to set:

- Purchase types by description and Merchant Category Code (MCC) as well as capability to allow or deny any transaction by MCC (Mastercard only)
- Select groups within your corporation, assign permissions to each group, and set permissions for each group using unique purchasing types
- Add new users and change current user details, such as moving a new user to a different group, resetting a user password, and deactivating or reactivating a user
- Create and manage a preferred supplier list in the system, which allows a payment request to be restricted to predefined suppliers
- Create reports based on a search filter to monitor activity by real card number, user, authorizations, declines, and date range

Our tool can set purchase types, which allow restriction of the virtual card number use to a specific merchant category code (MCC) group or to a specific, individual merchant location (Mastercard only). Purchase Types enables targeted information gathering and streamlined access to the system. Each transaction of a certain purchase type can be enhanced with custom data, depending on company preferences.

Purchase types will enable the University to:

- Use the Merchant Category Code (MCC) to check authorizations
- Group similar merchant categories
- Identify a user's spend permission, and other data fields (custom fields) that a company collects

Our 'User Activity' feature enables clients to create on-the-fly reports based on a search filter using the



following criteria:

- Search by, for example, by RCN
- Review, for example, only authorizations declines
- Date filter, for example, previous week only
- Search per virtual card number, real card number, or corporate user

Depending on your choice, fields will appear to make your search more specific. The drop-down boxes contain all available data in the system for this field.

Capturing Merchant Location Data

Citi makes available the merchant's address based upon how that merchant was set up by its merchant processor. Street address information is not always included and in some instances, the address supplied to the merchant processor is not the merchant location, but rather the merchant's headquarters.

8.7 Bidder should indicate whether they provide a supplier portal to view activity across multiple customers.

Response:

CitiManager, the global port of entry to all Citi Commercial Cards tools, is our program administration interface for the Virtual Card Account (VCA). The VCA program offers internet-based access via CitiManager for program administrators for a number of tools and reports for card payment and configuration, as well as visibility into payments, payment cancellation activities. Using CitiManager, clients have the ability to create, modify, or cancel any virtual card payment requests as well as several other program administration capabilities.

Please refer to the previous question for more information.

8.8 Contractor will provide all training necessary for this program. Explain the type of training the Program Administrators will receive, example: in person, webinars, etc.

Response:

To ensure all Program Administrators will benefit, training classes are designed for all skill levels, from beginners to the most advanced. Training is delivered using a variety of methods to provide flexibility around your demanding schedule. Our goal is to accommodate different training needs and learning styles and our training staff works hard to ensure the transfer of learning every time.

The State can choose to use any of the following forms of training described in table 8.9 below:

| 8.9 Program Administrator Commercial Cards Training Options | | |
|---|--|--|
| Onsite Training | Initial on-site training is available for you once your card program is in place. The University can request on-site training from your Citi Implementation Manager or Account Manager. Training can be conducted at your site or one of the five (5) Citi training sites in either Washington, DC, Norfolk, VA, Jacksonville, FL, Wilmington, DE, or O'Fallon, MO. | |
| | These sessions typically include lectures, hands-on classes, and one-on-one computer labs for personalized attention to the University's user questions. Topics highlighted during onsite training typically include industry best practices, system enhancements, program management, navigation of Citi's tools, account maintenance, online statements, and reporting. We can design a conference tailored to the University's specific issues and objectives, geared toward the knowledge level of the participants. | |
| User Guides | The University can access end-to-end user guides and quick start guides in CLASS for all of the Cit Commercial Card online tools. The end-to-end user guides provide step-by-step instructions for all tool functions. The quick start guides provide step-by-step instructions for the most frequently used functions. | |
| | A wide variety of printable training materials available to the University includes: Program Administrator Desk Guide outlining recommended day-to-day program specific functions and reporting to assist in streamlining duties associated with management of the program | |



| | Central Billing Reconciliation Guide providing a step-by-step explanation of the reconciliation process and listing common reconciliation challenges |
|----------------|---|
| | Resource material the University's Program Administrators can use to advise program participants of available training resources |
| | Training Request Form to schedule special training sessions for groups of 20 or more Program Administrators at agency meetings or conferences |
| | Implementation Guide |
| | Cardholder Guides |
| | Standard Card Management and Reporting Module User Guides |
| | PowerPoint presentations |
| | Online Repository of Training Information |
| E- Learning | Citi Commercial Card Learning and System Support (CLASS) houses e-learning modules for the Commercial Card program. These e-learning modules reinforce learning by providing a demonstration and an opportunity to practice each task. |
| | Designed specifically for Commercial Card Program Administrators, the Citi Commercial Card Learning and System Support (CLASS) provides access to training resources through a single sign- on hosted by CitiManager. The Commercial Card Program Training team provides a wide variety of training materials, including PowerPoint presentations, computer-based training, and webinar registration. In addition to providing access to training 24/7, CLASS provides training transcripts and certificates of completion to recognize training a Program Administrator has completed. The University will be able to access CLASS from CitiManager at no cost for all of your training needs. |
| 8.9 | The bidder should detail the process for enrolling and setting up vendors in this program on behalf of the University. |
| | |

Response:

Citi Supplier Enablement Services plays a key role in helping to maximize benefits of your program by taking responsibility for supplier enrollment activities. A designated Citi specialist works directly with you to develop and execute an end-toend outreach strategy – managing the critical and often resource-heavy tasks required to help your program succeed, while securing your signoff on each step of the process.

Citi Supplier Enablement Services also works with leading merchant acquirers to drive adoption of B2B card payments for merchants not currently accepting cards. A designated Citi specialist works with the client and merchant acquirer to develop and execute an outreach and merchant acquiring strategy to maximize vendor on-boarding and increase spend in your card program.



9.0 Supplier Enablement Processes

Benefits At A Glance

- Cleanse, mine, and enrich client data for tailored supplier targeting via Citi Working Capital Analytics
- Holistic campaign to support significant supplier adoption with faster spend ramp.



- Co-branded marketing materials for customized communication and message delivery to suppliers
- High-touch engagement model for strategic vendors
- Robust campaign reporting on an ongoing basis
- Market research and intelligence to drive information decision making on supplier adoption
- Best practices leveraged to educate suppliers on card use benefits to maximize adoption.
- Best-in-class merchant-acquiring partners to onboard vendors not yet accepting card payments to maximize adoption

In addition to our extensive experience as a leading B2B cards provider and payments bank, Citi brings an array of solutions such as reduced merchant fees for select suppliers, improved payment terms, and vendor consolidation to help ensure a program's success. A Citi Supplier Enablement Services Manager works closely with you to apply these solutions, developing and managing a detailed go-to-market plan with your feedback and approval at each step in the process.

Using the analysis produced by Citi Working Capital Analytics, Citi develops a tailored outreach strategy designed to maximize supplier adoption of the University's card program. This strategy culminates in an efficient and effective supplier outreach campaign designed to drive supplier adoption, while also recognizing the importance of the commercial relationship to your overarching business.

Citi offers a unique, tailored team trained on the benefits of electronic payments and card acceptance, and equipped with market research and intelligence as well as lessons learned from other enrollment campaigns. Under Citi's campaign manager's direction, experienced and skilled enablement call-center agents contact suppliers, using approved messaging to communicate the benefits of card acceptance. Agents are equipped with the training and tools to answer detailed questions about the mechanics of card acceptance, merchant acquiring, and any specific incentives offered.

Citi's innovative reporting tools give you critical insight into our progress throughout the campaign. The Citi campaign manager works with you, as needed, to fine-tune the outreach strategy and messaging to maximize campaign success. This can include adjusting existing payment terms, offering early pay incentives to encourage supplier acceptance, or developing responses to frequent supplier feedback. After the campaign ends, Citi helps monitor spending trends to ensure the program achieves or exceeds the expected campaign results. Follow-up campaigns can also be developed to help drive additional volume to your program.

Step-by-Step Procedures

Details of the supplier enablement process are described in table 9.1 below as follows:

| | 9.1 Detailed Supplier Enablement Procedures |
|---|--|
| Step 1: Supplier Anal ysi s | Our supplier analysis strategy is driven by Citi Working Capital Analytics, in which we gather data pertinent to maximizing supplier adoption – including merchants' contact details to ensure we reach out to the correct contacts and target suppliers for the right products. Proprietary Citi data and algorithms allow us to determine each merchant's adoption probability and ensure we are properly targeting a supplier to best benefit the University. |
| | The University sends Citi a Master Vendor File from your accounts payable (AP) system enabling us to complete a thorough and accurate analysis of your supplier base that includes: |
| | Credit card acceptance matching for suppliers that can be enrolled to receive card payments quickly |
| | Probability of adoption based on supplier characteristics |
| | Additional data elements such as suppliers who provide enhanced data elements (Level 3 data) |
| | The cleansed Master Vendor File, including appended data fields, is returned to the University with the supplier analysis. |



| Step 2: Segmentation and Targeting | Based on the results provided by Citi Working Capital Analytics, we develop a list of suppliers to pursue for enablement, with the State's final approval of the supplier's target list. Citi also can supplement supplier contact information as necessary through open sources as well as our supplier database. | |
|---|---|--|
| Step 3: Enablement Campaign & Execution | maximize supplier adoption of your B2B card program. The campaign is customized to the University's requirements and has your final approval over all materials. While Citi's best practice for enrollment is email communication followed by phone outreach, communications can be via any of the following: | |
| | Email campaign | |
| | Direct mail campaign | |
| | Webinar with your suppliers to communicate new program and its advantagas Outbound calling to your suppliers | |
| | | |
| | All written communication is customized for and approved by the University. | |
| Step 4: Enrollment and Activation | Once a supplier agrees to enroll. Cit secures electronic approval of the agreement and provides the University all information necessary to switch payment method to a card solution. We will provide you weekly updates on progress of the supplier enablement initiative, including: | |
| | Suppliers not contacted | |
| | Suppliers contacted | |
| | Decision pending by suppliers | |
| | Supplier enrolled | |



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1. Corporate Overview

3. CORPORATE OVERVIEW

The Corporate Overview section should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bldder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Citibank, N.A.'s corporate headquarters are located in New York City, an epicenter of global finance.

Citigroup Inc. 388 Greenwich Street New York, NY 10013

Citibank, N.A. was organized on June 16, 1812, under the charter of the State of New York as City Bank of New York and subsequently converted to a federal charter on July 17, 1865. A series of name changes occurred between 1865 and 1955, when it was renamed The First National City Bank of New York, a name that was kept until 1976 when it was renamed Citibank, N.A. Citigroup's original corporate predecessor was incorporated in the state of Delaware on March 8, 1988. On October 8, 1998, all Citicorp and Travelers Group divisions merged to become Citigroup Inc.



For a more detailed history of Citi's businesses, please visit: http://www.citigroup.com/citi/about/history/index.htm.

b. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

Citi has not publicly announced any plans for mergers or acquisitions, and does not anticipate additional changes in ownership, departure of key personnel, or organizational restructuring. However, Citi is continuously looking for opportunities to enhance shareholder value.

Client Impact

We do not anticipate that any past or future changes will affect our ability to perform the services proposed within the scope of this proposal. We look forward to establishing our relationship and to supporting your needs. We are committed to working with the State to demonstrate that you have partnered with a truly global institution that can provide you with outstanding service to meet your evolving needs.

c. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Citibank, N.A.'s corporate headquarters are located in New York City, an epicenter of global finance.

Citigroup Inc. 388 Greenwich Street New York, NY 10013

The State's program will be administrated from this location.

d. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Citi does not have any current business with the State of Nebraska, nor have we conducted business with the State over the past five years. This commercial card program would represent our first business endeavor with the State of Nebraska. Citi is very excited by the possibility of embarking upon this new relationship with your organization.

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

Not applicable. None of the employees named in this proposal were, or have ever been, employed by the State of Nebraska.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Not applicable. To the best of our knowledge, no Citi employees were, or have been, employed by the State of Nebraska.

f. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past flve (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, deecribe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Not applicable. Citi has not had a commercial card contract terminated for default during the past five years, or suffered litigious action consequently. We are fortunate to maintain very strong relationships with existing clients and a high retention rate (over 95%). At times, we have lost business when a client is acquired by another company and must follow its new corporate parent to a new service provider.

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and email address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

| Description | Client 1 | Client 2 |
|---|--|--|
| Narrative Description | Citi was awarded the State of California Travel Card contract in July 2017. The award required an expedited implementation to ensure that the program was live November 2017. Citi ensured that sufficient resources were dadicated to the implementation of the State's travel program: The State's contract allowed for political subdivisions to also participate, and they were to be implemented by the November 2017. There are approximately 400 different entities on 3 different type card solutions. | Adams 12 Five Star School District is a political subdivision that participates under the State of Colorado Commercial Card contract. After fully implemented, the school district was interested in pursuing opportunities to expand the use of the purchase card for additional types of purchases. Adams 12 provided Citi with an AP file so that Citi could analyze current payments and vendors. Citi presentad our analysis and recommendations for moving some purchases from a check or PO payment to either a traditional purchase card or a Virtual Card Adams 12 has identified specific merchants to move their Purchase Order process to a Virtual Card. It is expected that Adams 12 will be able to expand their program and realize increased rebate benefits. |
| Project Time Period | July Nov 2017 | April – July 2018 |
| Scheduled Completion Date | November 2017 | July 30, 2018 |
| Actual Completion Date | Completed November 2017 | Ongoing |
| Contractor Responsibilities | Multiple departments were involved – Sales, Implementation, File Delivery, Training, Account Management, Operations, and continued support from Senior Management | Sales, Account Management, Implementation, Product Support, Operations, Supplier Enablement |
| Contact Name Telephone Fax email | Bill Amaral Phone (916) 376 - 3998 Fax (916) 376 - 3999 Email <u>bill.amaral@dos.cs.gov</u> | Laura Justice Phone (720) 972-4208 Fax: N/A Email <u>aura iustice/Dadams12.org</u> |
| Planned Budget | Not applicable for this project | Not applicable for this project |
| Actual Budget | Not applicable for this contract | Not applicable for this project |

ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

Not applicable. Citi does not use subcontractors. All experience listed is Citi's experience alone.

ill. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

One of the many benefits of Citi Commercial Cards is our consistent approach across all aspects of our business. Our staff conducts all core activities (implementation, systems support, operations, and customer service), ensuring we control the delivery of all services described in this proposal. The State of Nebraska will not interface with any third parties for customer service, as all client services are provided to the State directly by Citi.

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

Account Manager

Your North America Account Manager, Marykay Casey, will direct the strategic management of your program and will assist your company with program growth and maturation for commercial cards products. Marykay will typically conduct regular business reviews (on a quarterly or annual basis), support your expansion initiatives, assist with program metric reporting needs, serve as your resource for policy documentation and enrollment initiatives, and introduce product innovations.

Client Account Service (CAS) Manager

In addition to having an Account Manager, the State of Nebraska will have a Client Account Service (CAS) Manager who will work with the State and your Program Administrators to ensure your service objectives are met throughout the life of the program. Your CAS Manager will provide you with all necessary program support, and complete set-up documentation, hierarchy builds, account establishment, and card delivery coordination. Your CAS Manager is assigned to ensure your program is properly managed, and is an ongoing resource to the State for the life of your program.

The State will also have access to your Public Sector Group Relationship Team. Citi is strongly committed to the public sector and has a seasoned group of professionals with many years of experience customizing expense management solutions for government entities. As a result of our public sector focus, we are able to leverage our relationships to a greater degree allowing us to devote more time, attention, and resources to the State. Your Relationship Manager, Mary Lewis is your advocate within Citi, accountable for the servicing and satisfaction of the State. Mary will be closely assisted by Relationship Banker Tervanda (Vanda) Ayrapetyan. Mary and Vanda will be responsible for managing all aspects of the relationship and will serve as your escalation contacts within Citi to ensure that all issues are resolved in the utmost timely and efficient manner.

Your dedicated Citi relationship team members will work closely together to manage the State's needs, update you on new features/services, and verify that business requirements are being met. Additionally, Your Payments Specialist, Rob Robbins, is your primary contact throughout the sales and contracting process and will help ensure Citi identifies and develops optimal solutions for the State's business objectives. These resources will help engage adequate support to foster a well-coordinated implementation process and provides the benefits of a high-touch service model.

| Title | Pala & Desperate Hilling |
|--|---|
| Title | Role & Responsibilities |
| Executive Sponsor | |
| Sebastien Delasnerie North America Commercial | The Executive Sponsor will: |
| Cards Head and Senior Executive Sponsor | Be responsible for overseeing the entire the State relationship, with ultimate authority and serving as the height of escalation |
| | Proactively support the organization to confirm that we deliver on our promises and commitments to the State |
| | Have ultimate decision-making authority |
| | Serve as the height of escalation for the Commercial Card program |
| | Be active in the relationship, providing guidance and insight on important industry events |
| | Be a valuable thought leader to the State |
| Citi Relationship Team | |
| Parent Account Manager | Your Parent Account Manager, Mary Lewis, is your advocate within Citi, accountable for the servicing and satisfaction of the State. Mary will be closely collaborating with Relationship Banker Vanda Ayrapetyan to provide maximum relationship coverage for the State of Nebraska. They will oversee all aspects of the relationship and will serve as your escalation contacts within Citi. |
| Solution Sales Manager | Will work closely together to manage the State's needs, update the company on new features/services, and verify that business requirements are being met. This combination provides the benefits of a high-touch service model while leveraging the global expertise and scalable platforms at Citi. |
| Commercial Cards Client Serv | ice Team |
| Payments Specialist | Payments Specialist, Rob Robbins, is your primary contact throughou the sales and contracting process and will help ensure Citi identifies and develops optimal solutions for the State's business objectives. |
| Account Manager | Your Account Manager, Marykay Casey, directs the strategic management of your program and assists your company with program growth and maturation for commercial cards products. Marykay will typically conduct regular business reviews (typically on a quarterly or annual basis), support your expansion initiatives, assist with program metric reporting needs, serve as your resource for policy documentation and enrollment initiatives, and introduce product innovations. Your Account Manager works in conjunction with other team members to coordinate resources for the life of your program. |
| Client Account Service (CAS) Manager | Your Client Account Service (CAS) Manager works with the State and your Program Administrators to ensure your objectives are met throughout the life of the program, from a service perspective. Your CAS Manager will provide you with all necessary program support, and complete such tasks as required set-up documentation, hierarchy builds, account establishment, and card delivery coordination. Your CAS Manager is assigned to ensure your program is properly managed, and is an ongoing resource to the State for the life of your program. |
| Customer Service Unit | Citi's Customer Service Unit is dedicated to providing superior service to our commercial cards clients, 24/7. Customer Service handles inquiries from merchants, cardholders, program managers, and third parties – and can handle all emergencies. |

.

| 1 | he State's Relationship and Client Service Team |
|---------------------|---|
| Technical Help Desk | The Technical Help Desk is available from 6:30 a.m. to 11:00 p.m. (ET) to provide technical support for file delivery issues, as well as our online system, CitiManager, This unit is specially trained to provide ongoing technical support and can also address standard operational inquiries. |

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names, contact information, and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

State of Nebraska Account Management Team

Marykay Casey Vice President, Commercial Cards Account Manager Citi Treasury and Trade Solutions 1 (303) 308-3166 marykay.casey@citi.com



Mary Kay Casey has more than 18 years' experience in the payment industry. Prior to joining Citi in 2011, she was with Acxiom Corp. where she provided data and marketing services to various payments industry clients. She worked for four years with MasterCard's Latin American and Caribbean Region as the vice president of Corporate Payment Solutions responsible for increasing the volume and adoption of MasterCard Corporate Payment Solutions in Latin America and the Caribbean.

Before joining MasterCard, Mary Kay spent close to a decade working with American Express, inc. in the Latin American and Caribbean Division. There she held the positions of director of Destination Marketing and Strategic Alliances and previously director of sales where she spent many years managing American Express' merchant network and representative offices throughout the Caribbean.

Mary Kay is trilingual (English, Spanish, and Portuguese) and earned a bachelor's degree in business administration and marketing and a master's degree in international business from the University of South Carolina.

Rob Robbins Director, Payments Specialist Citi Treasury and Trade Solutions 1 (302) 323-3894

Robert.s1.robbins@citi.com



Rob Robbins is VP, Public Sector. Rob has worked in the commercial card industry for the past thirteen years primarily in the public sector focused on the Federal and State governments. He has worked with many of the agencies in the GSA SmartPay 1 and 2 programs, Corporate Fortune 1000 clients and State programs.

Responsibilities include Sales and Account Management for new and existing clients. This combination ensures Rob is at the fore front of program developments relating to Best Practices and technology to assist with maximization of efficiencies and growth. Rob has over 25 years of experience partnering with clients in the retail and commercial markets successfully sourcing and implementing new customer opportunities in the payments field. Prior to joining Citigroup eleven years ago, Rob worked in commercial cards with a regional bank in the Northeast.

Rob's education includes a Bachelor's degree from the University of Delawere and certification from the McIntyre Graduate School of Ratail Banking, University of Virginia. Andy Taylor Director Head of State & Local Government Segment Public Sector Group 1 (703) 234-7313 andy1.taylor@citi.com



Mary Lewis Director, Client Manager Stata & Local Public Sector Group 1 (512) 560-2687

mary.b.lewis@citi.com



Tervanda Ayrapetyan Vice-President, Relationship Banker Public Sector Group

1 (213) 833-2350 tervanda.ayrapetyan@citi.com



Andy is the Head of the State & Local Government Segment within Citi's Public Sector Group. He leads a teem of professionals responsible for developing new business across the U.S. State & Local Government market, and the Federal Home Loen Bank network.

Andy joined Citigroup in 2006, primarily focused on developing Citi's Federal Government relationships. In 2009, he transitioned into leading Citi's State & Local Government efforts in the Southeast and Mid-Atlantic regions of the U.S. Prior to joining Citi, Andy held relationship management and sales positions at J.P. Morgan Chase, focusing on the public sector. Andy has worked in public sector banking since 1999.

A native of the Washington, DC area, Andy graduated with a degree in finance from Georgetown University.

Mary is Client Manager in the Public Sector Citi Transaction Services division of Citi in the Southwest region. Her position is committed to establishing strong ties with government agencies and bringing innovative financial solutions to the Public Sector market.

Mary has worked in both state and local government banking since 2003, and prior to that, in private sector banking for six years. She holds a Certified Treasury Professional (CTP) accreditation from the National Association of Financial Professionals. She has been a member of both the national and the local Austin Association of Financial Professional for eight years, serving on the board of the local organization.

Mary holds a B.A. with a major in finance and an M.B.A. from Florida Atlantic University in Boca Raton, Florida.

Tervanda (Vanda) Ayrapetyan has been on the Relationship Management team of the Public Sector State and Local group since 2012. Shortly after joining the team, Vanda was assigned to the State and Local team's most complex and extensive client portfolio as a lead account manager.

Since moving back to her home base of Los Angeles, Vanda has assumed responsibility for managing Citi's relationship with West Coast States and Higher Education institutions. She has built strong relationships with her clients, and acts as the daily point of contact in delivering the most seamless customer service experience across the different divisions of the bank. Vanda serves as the primary point of escalation and closely collaborates with Citi's various functional areas and internal partners to help resolve client issues both efficiently and in a timely manner.

Vanda earned a Master's degree in International Economic Affairs from the George Washington University and a Bachefor's degree in Political Science from Occidental College. She also holds Series 79 and 63 securities licenses and is currently pursuing a Certificate Program in Credit Analysis and Management from the University of California, Los Angeles (UCLA).

i. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

Not applicable. One of the many benefits of Citi Commercial Cards is our consistent approach across all aspects of our business. Our staff conducts all core activities (implementation, systems support, operations, and customer service), ensuring we control the delivery of all services described in this proposal. The State will not interface with any third parties for customer service, as all client services are provided to the State directly by Citi.

The bidder shall detail any services that have been outsourced in the past 24 months and provide an explanation for the decision to outsource these services. The bidder should also disclose if any changes with the subcontractor is anticipated in the next 24 months. The State and all card programs require the Contractor and its subcontractors to work cooperatively for an orderly and seamless transition.

Not applicable. Citi has not outsourced any service within the past 24 months.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Understanding of the project requirements;

During the initial solutioning phase, Citi performs a thorough diagnostic to ensure that we understand the State's objectives.

b. Proposed development approach;

Your designated Implementation Manager will serve as a single point of contact for the State during the implementation process. Citi also will assign a Project Manager for the State's implementation. The Project Manager will develop a complete project plan detailing the project scope of work, completion criteria, deliverables, and roles and responsibilities. Your Project Manager also will hold working sessions to map out your program.

During the implementation phase, Citi will work with you to develop a customized and effective implementation plan. We will establish mutually acceptable objectives, milestones, and key task lists, reviewing progress against plan throughout the implementation process.

The Citi team works in concert with you to develop a Statement of Work (SOW). The SOW confirms the detailed products and services Citi will deliver as part of implementing your program. This serves as the baseline against which all scope and deliverables will be managed. The specific items addressed include:

- Objectives and scope
- Project deliverables
- Constraints, assumptions, and dependencies
- Project governance approach and communication
- Issue management

- Management of scope change
- Transition to customer service and account management.

At each step of the process, we will share information, provide onsite and web-based training, and work with the State to build superior solutions for your program. Additionally, site visits will play a pivotal role during the implementation, and we will work with you to determine a mutually agreeable frequency for site visits during the project planning phase.

c. Technical considerations;

The chart below demonstrates key tasks of the technical implementation phases. Phases can vary based on scope and complexity but they run in parallel with our standard 120 day implementation timeline.

| | Technical Implementation Phases |
|---------|--|
| Phase | Requirements • Define Project Scope – high level requirements gathering • Business Requirements Document – detailed requirements • Functional Specifications – details required for coding: - Accounting system changes - Request file - Response file - Reconciliation file (perhaps multiple recon files based the client's process choices) - Scripts/setup for transmission of the files to/from Citi as well moving files internally |
| Phase 2 | Development Coding of the system changes for a new payment method Coding to develop the outbound request file Coding to consume/process the response file Coding to consume/process the recon files Coding of transmission scripting QC of the coded items |
| Phase 3 | Testing Testing of all files and processes noted above May require testing in multiple environments (DEV, UAT, etc.) – that may include timelines for prepping environment readiness and limitations on timing for when code can be migrated Production verification testing - end to end process with live merchants Note: Testing timelines will be impacted by how quickly issues can be addressed and updated code can be deployed. If resources can quickly diagnose and repair issues, testing can move fairly quickly. If issues turn out to be substantial or code updates can only be |

d. Detailed project work plan; and

For a program the size and scope of the State of Nebraska's, we anticipate a 120 day conversion.

released on a certain schedule then the timelines for testing will grow.

Upon award of business, Citi will work with the State to establish the contracts, share marketing plans, and finalize conversion planning. Citi will also assign an Implementation Manager supported by a designated implementation team. At no cost, your implementation team will customize a transition plan according to the State's objectives, as well as develop, document, and maintain a complete project plan detailing the scope of work, completion criteria, deliverables, roles, and responsibilities.

The following sample plan details each implementation task and the estimated timeframe for a successful implementation.

Transition Timeline

| | Start Date | Dav 120 |
|---|------------|------------|
| Kickoff Activities • Pre-implementation Planning • Project Team Organization and Plan • Implementation Kickoff Meeting | Day 115 | |
| Documentation of Requirements Requirements Gathering Documentation and Forms | Day 1-45 | |
| Account Opening | | |
| Set-up Documents Program Parameters (Controls, MCCs, 4th Line of Embossing) | Day 20~60 | |
| Set-up • Hierarchy • Program Design and Production • Business Control File • Cord Decloument (figurable) | Day 35–90 | |
| Card Deployment (If applicable) File Transmission and Delivery | | |
| Validation and Testing Confirm Transmission of Files | Day 20–90 | |
| Training • Discuss Needs and Logistics • Conduct Training | Day 36~90 | |
| Production and "Go Live" • Hand-off and Support During "Go Live" | Day 60–9 | 0 |
| Post Production Monitoring Monitor Delivery and Provide Assistance | | Day 90–120 |

Implementation timelines may vary depending on custom requirements and client resources.

e. Deliverables and due dates.

An implementation timeline with specific dates will be provided to the State once the business is awarded and the necessary documentation has been signed. It is Citi's experience that client documentation is a key factor in determining the start and end of the implementation process, as commencement of the implementation lifecycle is contingent on said documentation. Please refer to the previous question for a general timeline regarding the State's implementation timeline.

Project Tracking

Our implementation team manages each transition through an intranet-based system that offers built-in alerts for "client deal status" and "client health temperature". These red/yellow/green alerts will automatically send an escalation message to all senior members of your relationship.

The implementation team uses this site to maintain project notes and tasks, which will then be shared on an IntraLink site for both the State and Citi teams to access and monitor. Through granting the State team members access to this SharePoint-type site, we enable all parties to follow and assess progress on tasks supporting the transition process.

Citi also works with our clients during the transition to market the change in card programs by developing Internal communication plans, providing template material, and leveraging the Citi CitiManager Learning Center/Library module within our CitiManager online tool. This internal marketing effort builds awareness and assists in servicing the account and its users during the transition and on an ongoing basis.

Sample Project Plan

A sample implementation project plan is illustrated below. This is a typical implementation project plan – your implementation manager will work with you to customize a plan based on your specific needs.

| | 0 | Task Name | Duration | Start | Finish | Predecessors |
|-----|---|-------------------------------|----------|--------------|--------------|--------------|
| 1 | | E Card Implementation Process | 120 days | Tue 8/31/10 | Mon 2/14/11 | |
| 2 | | 🗄 Scope / Requirements | 7 days | Tue 8/31/10 | Wed 9/8/10 | |
| 18 | | E Solution / Design Phase | 57 days | Tue 8/31/10 | Wed 11/17/10 | |
| 43 | 1 | 🖻 Build Phase | 43 daya | Fri 9/10/10 | Tue 11/9/10 | |
| 119 | 1 | 🔁 Test Phase | 79 days | Mon 9/13/10 | Fri 12/17/10 | |
| 138 | | 🔁 Go Live / BAU phase | 41 days | Thu 12/16/10 | Mon 2/14/11 | |

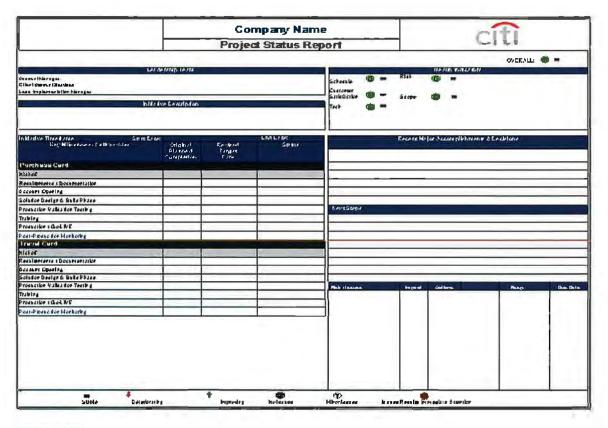
Sample 120-day Project Plan

Sample 90-day Project Plan

| | 0 | Task Name | Duration | Start | Finish | Predecessors |
|-----|---|-------------------------------|-----------|-------------|--------------|--------------|
| 1 | 1 | E Card Implementation Process | 90 days | Tue 8/31/10 | Mon 1/3/11 | |
| 2 | | El Scope / Requirements | 7 days | Tue 8/31/10 | Wed 9/8/10 | |
| 18 | | 🔁 Solution / Design Phase | 28 days | Tue 8/31/10 | Thu 10/7/10 | |
| 43 | 1 | 🔁 Build Phase | 36.5 days | Fri 9/10/10 | Mon 11/1/10 | |
| 119 | 1 | 🗄 Test Phase | 44.5 days | Mon 9/13/10 | Fri 11/12/10 | |
| 138 | 1 | 🗄 Go Live / BAU phase | 20 days | Tue 12/7/10 | Mon 1/3/11 | |

Weekly Project Status Report

Throughout the implementation, the Project Manager will provide a weekly *Project Status Report* to the State's management illustrating implementation tasks and completion status. This report illustrates at a high level the status of the main implementation items. An example of this report is illustrated below:



Issue Log

The State will have many opportunities to provide feedback on the implementation process and the active cards program. This includes the *Issues Log* for the implementation, which is a live document we use to track issues / roadblocks raised by either the State or Citi. The *Project Status Report* reflects the information in this document. A typical *Issues Log* is illustrated below.

2. Online Applications Quick Start Guide

I.

Online Applications Quick Start Guide Cardholders

July 2017

Treasury and Trade Solutions



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Apply for Card Using an Invitation Passcode

Key Concepts

Before you can apply for a new card, an Invitation Passcode and the inviter's e-mail address are required. Both are obtained from your Program Administrator.

Once you have submitted your application, you will receive a confirmation message when the necessary approvals have been received, either from a Supervisor and/or Program Administrator.

You can view the status of your application in the CitiManager Site by using the username and passcode created during the application process to log in and navigate to My Profile > Request History. Refer to the View Application and Maintenance Request History topic in this user guide for additional information.

Once your card application is approved, the account will be linked to the CitiManager Site username and password that was created during the application process. This will allow you to log in to the CitiManager Site to view balances, credit limits, statements and perform other self-service tasks.

Step-by-Step Instructions

| creen | | | St | ep/Action |
|--|--|--|----------|---|
| RI ^Y Commercial Cards | | Charres language English 💌 | 1. 2. | Navigate to <u>citimanager.com/login</u> . From the CitiManager Site Login screen, click the Apply for Card link. |
| adflovate, and other data generated by Autoprized and unsutherized activities | In the system of lines to put the first and put the target of the system | and may be used by the company for any parameter who to use this alls, you give content for coastes to be | | The User Registration – Passcode screen displays. |
| دموده دهم itiManager Site Login | Screen | ternan ni kara - firoary - kuthalanan Danta Salaga | | |



Online Applications Ouick Start Guide - Cardholders | Apply for Card Using an Invitation Passcode

| creen | | St | ep/Action |
|--|--|----|--|
| Citi®Commercial Cards | <u> </u> | 3. | Select the Invitation Passcode radio button |
| citi | | 4. | Click the Continue button. |
| User Registration | | | The User Registration – Invitation Passcode, Inviter's Email screen displays, |
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| ser Registration Screen | Yargis of Usa Prwacy kasin.gonaj€anija Urauo | 5, | In the Invitation Passcode field, type the Invitation Passcode that was provided to you by your Program Administrator. |
| You wal be plumeter to invote the next bur expanse to regarder for the CLMAnager wabste and complete the cerd and Step 5 of 4: - Reape enter the invision Passcode and builtara Email Address provided by your reperioration. | 🕞 C anil Acceliședon De Laile 🖒 Acelian. Matak confact y dur Card prăgram admelistrator îl you do net haixa înasa dataha | 6. | In the Inviter's Email Address field, type th Inviter's Email address that was provided to you by your Program Administrator, |
| Paulacode Verfilçasidon * hvitebn Paaacode ******* * hviteta Engli Address monteil@nominil.com | | 7. | Click the Continue button. The User Registration – User Profile screen displays. |
| (Centrue) Centrue Clong | | | |
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| creen | | | Step | p/Action |
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| Control of the second | um Deviate () Courtey and Language | | 1 | Click the OK button. The User Registration – Country and Language screen displays. |



Online Applications Quick Start Guide ~ Cardholders

| reen | | | Step/Action |
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| Siep 3 of 4:- Purset relet the country where your card will be baded complete the section. Country Sience country Sience country Sience country Country | | | 11. The Select country and Select language fields should be pre-populated based on what was entered in the User Profile scree Click the Continue button. The Card Application Details screen display |
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| ser Registration Screen - Co it ¹⁷ Commercial Cards CITI poly for card Peacede Varification (e) Ban-on Details (e) Stard of 4:-Peace complete the transmose and hubari Form Datails Form about norma 2215-2011 HASTRIPADED: |) Country and Language | e Application peaks | 12. Complete the required fields in all sections of the application. Required fields are indicated by an asterisk (*). |
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| | | Step/Action |
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| V Additional Information | | 13. When you are finished, click the Submit button that displays at the bottom of the screen, |
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| ave an draff) (Sectand) (Second) | | |
| ply for Card Screen – Si | ıbmit | |
| i*Commercial Cards | | 14. Click the OK button. |
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| Freesong Faith of the Solution of the Solution Count Linebooking | Request has been submitted for approval. | |
| Freesong. Faith Contracts Source of Contracts So | Request has been submitted for approval. | |
| Freesawa Faither Source of Control | Request has been submitted for approval. | |



View Application and Maintenance Request History

Key Concepts

You can view information about your account application and maintenance requests including the following information:

- Request ID
- Status
- Request Type
- · The date the request was last modified
- Audit information such as which fields have changed, when they were updated and by whom
- Hierarchy

It is also possible to download the Online Application Report, which provides a history of the request.

Step-by-Step Instructions

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3. CitiManager Online App Required Fields

| ield | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-----------------|--|--------------------|-----------------|--|--------------------|
| 3ANK | 4 characters numeric field. Bank number set by Citibank. | Mandatory | BANK | 4 characters numeric field. Bank number set by Citibank. | Mandatory |
| CORP ID | 5 characters numeric field. Derived from the hierarchy level at which the company billing site falls. | Mandatory | CORP ID | 5 characters numeric field. Derived from the hierarchy level at which the company billing site falls. | Mandatory |
| AGENT NUMBER | 4 characters numeric field. Agent number set by Citibank | Mandatory | AGENT NUMBER | 4 characters numeric field. Agent number set by Citibank | Mandatory |

| Listed below are the various field definitions for the IB Auto Enrol | Form. |
|--|-------|
|--|-------|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|---|--------------------|-------|--|--------------------|
| NAME1 | 24 characters alphanumeric field. First Name*Last Name or First Name Middle Initial*Last Name (ex: John*Doe or John Q*Doe) An * is required before Last Name. | Mandatory | NAME1 | 24 characters alphanumeric field. First Name*Last Name or First Name Middle Initial*Last Name (ex: John*Doe or John Q*Doe) An * is required before Last Name. | Mandatory |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|---|--------------------|-------|---|--------------------|
| SN | 9 characters numeric field. Applicant's social security number. No dashes or spaces. | Mandatory | SSN | 9 characters numeric field. Applicant's social security number. No dashes or spaces. | Optional |
| NAME2 | 24 characters alphanumeric field. Card Embossing. (ABC Company*) An* is required after the 4th Line. | | NAME2 | 24 characters alphanumeric field. Card Embossing. (ABC Company*) An* is required after the 4th Line. | Optional |
| | | | | | |

Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-----------------------------|--|--------------------|---------------|--|--------------------|
| MAILING ADDRESS LINE1 | 36 characters alphanumeric field. Company or individual applicant's address. | | ADDRESS LINE1 | | Mandatory |
| MAILING ADDRESS LINE2 | 36 characters alphanumeric field. Company or individual applicant's address. | Optional | ADDRESS LINE2 | 36 characters alphanumeric field. Company or individual applicant's address. | Optional |
| | | | | | |

| Listed below are the various field definitions | for the IB Auto Enroll Form. |
|--|------------------------------|
|--|------------------------------|

| Description Mandatory/Optional | Field | Description | Mandatory/Optional |
|--|------------------|--|--------------------|
| Description Mandatory/Optional ING 27 characters alphanumeric field. Mandatory ST Complete city name and 2 digit state code. A space is required between city and state. (Ex: Jacksonville FL) Do not include punctuation. Mandatory | Field CITY ST | Description 27 characters alphanumeric field. Complete city name and 2 digit state code. A space is required between city and state. (Ex: Jacksonville FL) Do not include punctuation. | Mandatory |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---------------------|--|--------------------|------------|--|--|
| MAILING ZIP CODE | 9 characters numeric field. Only first five positions required. Example: 57689 or 578961234 | Mandatory | ZIP CODE | 9 characters numeric field. Only first five positions required. Example: 57689 or 578961234 | Mandatory |
| HOME PHONE | 10 characters numeric field. Applicant's home telephone number. Do not zero fill if home phone number is not available. | Mandatory | HOME PHONE | 10 characters numeric field. Applicant's home telephone number. Do not zero fill if home phone number is not available. | Optional, but need to have either home or business phone for our Fraud Department to contact if any issues come up. |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----------|----------------------------------|-----------------------------------|----------|----------------------------------|-----------------------------------|
| BUSINESS | 10 characters numeric field. | Optional, but need to have either | BUSINESS | 10 characters numeric field. | Optional, but need to have either |
| PHONE | Applicant's home telephone | home or business phone for our | PHONE | Applicant's home telephone | home or business phone for our |
| | number. Do not zero fill if home | Fraud Department to contact if | | number. Do not zero fill if home | Fraud Department to contact if |
| | phone number is not available. | any issues come up. | | phone number is not available. | any issues come up. |
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|--|--------------------|--------|-------------|--------------------|
| MISC | 20 characters alphanumeric field U-Data 2 field. Houses unique company information. Cost Center Code on large market Accounts. | | SPOUSE | | Optional |

| Id Description Mandatory/Optional | Field | Description | Mandatory/Optional |
|---|--------------|--|--------------------|
| EDIT 7 characters numeric field. Applicant's credit limit or monthly spending limit. Do not zero fill. (Ex: 500 not 0000500) | CREDIT LIMIT | 7 characters numeric field. Applicant's credit limit or monthly spending limit. Do not zero fill. (Ex: 500 not 0000500) | Mandatory |

| Listed below are the various fiel | definitions for the IB | Auto Enroll Form. |
|-----------------------------------|------------------------|-------------------|
|-----------------------------------|------------------------|-------------------|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|------------|--|--------------------|--------------|---|--------------------|
| VERIFICATI | 15 characters alphanumeric field. Applicant's personal information used to verify account. The same verification type is required on all applicants. | Mandatory | VERIFICATION | 15 characters alphanumeric field. Applicant's personal information used to verify account. The same verification type is required on all applicants. | Mandatory |

| Listed below are the various field | | Id definitions for the IB Auto Enroll Form. | Listed below a | | |
|------------------------------------|-------------|---|----------------|--------|--|
| Field | Description | Mandatory/Optional | Field | Descri | |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|------------------|---|--------------------|-------|-------------|--|
| DATE OF BIRTH | 8 characters numeric field. Applicant's date of birth. (mmddyyyy ex: 07151968)- no spaces or dashes- | Mandatory | | | (unless SSN has been provided in SSN Field) |

| Listed below are the various field definitions for the IB Au | uto Enroll Form. |
|--|------------------|
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| ield | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--------------------------|--|--------------------|-------|--|---|
| Field % CASH .IMIT | Description 3 characters numeric field. Percent of credit limit available to be withdrawn by the applicant in the form of cash. Valid values are 000-100. (Ex: 035 = 35%) | Optional | | If Fleet D/V indicator. D=Driver card V=Vehicle card If not Fleet leave blank. | Mandatory/Optional Optional, Unless a Fleet card |

| Listed below are the various field definitions for the IB Auto Enroll Form. | i. |
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|--------------------------------------|--------------------|--------------|--------------------------------------|---|
| N Y/N | Yes/No ATM cash access | Optional | PRODUCT CODE | If Fleet 1 digit allows the fleet to | Optional, Unless a Fleet card |
| | indicator. Y= Yes, order PIN | | | select from the product options | |
| | N=No, do not order or leave | | 11 | that best fit their needs. | |
| | blank. A PIN is a four-digit | | | 1=Prompt for ID# and odometer | |
| | (numerical) code that allows | | | 2=Prompt for vehicle # and | |
| | cardmembers to access cash | | | odometer 3=Prompt for driver # | |
| | machines (ATM's) and make cash- | | | and odometer 4=Prompt for | |
| | advance withdrawals against | | | odometer 5=No prompt If not | |
| | their account's cash line. All PIN's | | | Fleet leave blank. | |
| | for Corporate Card accounts will | | | | |
| | be pre-assigned. | | | | |
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---------------|---|--------------------|-----------|--|--------------------|
| NCE CHECKS | Yes/No indicator. Enter Y if convenience checks will be ordered; N if not. If left blank, will default to N. | Optional | AUTHUSER2 | 20 characters alphanumeric field U-Data 2 field. Houses unique company information. Cost Center Code on large market Accounts. | |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|------------------|---|--------------------|-------|---|---------------------------------|
| Field SITE ID | Description 5 characters numeric field. This number is used if the card will be sent to a central address, such as the Site Coordinators, instead of directly to the cardholder. | Optional | | Description 6 characters numeric field. Applicant's date of birth. (mmddyy ex: 071568) | Mandatory/Optional Mandatory |
| | | | | | |

Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---------|--|--------------------|--------------------------------|--|-------------------------------|
| HERARCH | 5 character numeric field. First level of Reporting structure or hierarchy. Holdings | Mandatory | FLEET EMBOSSING CODE | If Fleet Yes/No indicator. Determines whether "Fuel Only" is embossed on the card. Y= Emboss "Fuel Only" N= Do not Emboss If not Fleet leave blank. | Optional, Unless a Fleet card |
| | 5 character numeric field. Second level of Reporting structure or hierarchy. | Optional | PRODUCT RESTRICTION CODE | If FleetRestricts driver purchases through prompting at the Point of Sale. 1=Good for fuel and other products 2=Good for fuel only If not Fleet leave blank. Use "0" if Visa. Use "1" if MasterCard. | Optional, Unless a Fleet card |

| Listed below are th | e various field | definitions for | the IB Auto B | Enroll Form. |
|---------------------|-----------------|-----------------|---------------|--------------|
|---------------------|-----------------|-----------------|---------------|--------------|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----------|--|--------------------|--------------|--|--------------------|
| HIERARCH | 5 character numeric field. Third level of Reporting structure or hierarchy. | Optional | % CASH LIMIT | 3 characters numeric field. Percent of credit limit available to be withdrawn by the applicant in the form of cash. Valid values are 000-100. (Ex: 035 = 35%) | Mandatory |
| | 5 character numeric field. Fourth level of Reporting structure or hierarchy. | Optional | PIN Y/N | Yes/No ATM cash access indicator. Y= Yes, order PIN N=No, do not order or leave blank. A PIN is a four-digit (numerical) code that allows cardmembers to access cash machines (ATM's) and make cash-advance withdrawals against their account's cash line. All PIN's for Corporate Card accounts will be pre-assigned. | Mandatory |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-----------------------|---|--------------------|-----------------------|---|--------------------|
| HIERARCH Y LEVEL 5 | 5 character numeric field. Fifth level of Reporting structure or hierarchy. | Optional | CONVENIENCE CHECKS | Yes/No indicator. Enter Y if convenience checks will be ordered; N if not. If left blank, will default to N. | Optional |
| HIERARCH Y LEVEL 6 | 5 character numeric field. Six level of Reporting structure or hierarchy. | Optional | COMPANY CORP ID | 5 characters numeric field. Derived from the hierarchy level at which the company billing site falls. | |

| Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---|---|--|--|---|
| 5 character numeric field. Seven level of Reporting structure or hierarchy. | Optional | SITE ID | 5 characters numeric field. This number is used if the card will be sent to a central address, such as the Site Coordinators, instead of directly to the cardholder. | Optional |
| 75 character alphanumeric field. Applicant's general ledger code. | Optional | HIERARCHY LEVEL 1 | 5 character numeric field. First level of Reporting structure or hierarchy. Holdings | Mandatory |
| | 5 character numeric field. Seven level of Reporting structure or hierarchy. 75 character alphanumeric field. | 5 character numeric field. Seven level of Reporting structure or hierarchy. Optional 75 character alphanumeric field. Optional | 5 character numeric field. Seven level of Reporting structure or hierarchy. Optional SITE ID 75 character alphanumeric field. Optional HIERARCHY | 5 character numeric field. Seven level of Reporting structure or hierarchy. Optional SITE ID 5 characters numeric field. This number is used if the card will be sent to a central address, such as the Site Coordinators, instead of directly to the cardholder. 75 character alphanumeric field. Applicant's general ledger code. Optional HIERARCHY LEVEL 1 5 character numeric field. First level of Reporting structure or |

| Listed below are the various field definitions for the IB Auto Er | nroll Form. |
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|------------------|---|--------------------|----------------------|--|--------------------|
| EMAIL ADDRESS | 60 characters alphanumeric field. Use to enter e-mail address for the cardholder. Example: JohnDoe@aol.com | Optional | HIERARCHY LEVEL 2 | 5 character numeric field. Second level of Reporting structure or hierarchy. | Optional |
| EMPLOYEI ID | 20 character alphanumeric. Company defined identification code for the employee. | Optional | HIERARCHY LEVEL 3 | 5 character numeric field. Third level of Reporting structure or hierarchy. | Optional |

| Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--|---|--|--|--|
| | | HIERARCHY LEVEL 4 | 5 character numeric field. Fourth level of Reporting structure or hierarchy. | Optional |
| 20 character numeric. Tax- exempt number for the agency or organization; | Optional | HIERARCHY LEVEL 5 | 5 character numeric field. Fifth level of Reporting structure or hierarchy. | Optional |
| | Indicates whether the account is exempt from taxes; possible values are Y and N (default). 20 character numeric. Tax- exempt number for the agency or | Indicates whether the account is exempt from taxes; possible values are Y and N (default). Optional 20 character numeric. Tax-exempt number for the agency or Optional | Indicates whether the account is exempt from taxes; possible values are Y and N (default). Optional HIERARCHY LEVEL 4 20 character numeric. Tax-exempt number for the agency or Optional HIERARCHY LEVEL 5 | Indicates whether the account is exempt from taxes; possible values are Y and N (default). Optional HIERARCHY 5 character numeric field. Fourth level of Reporting structure or hierarchy. 20 character numeric. Tax-exempt number for the agency or Optional HIERARCHY 5 character numeric field. Fifth level of Reporting structure or |

| Listed below are the various field definitions for the IB Auto Enroll For | m. |
|---|----|
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--------|---|--------------------|----------------------|---|----------------------|
| SINGLE | Description 14 character numeric. Maximum amount for a single transaction. The default value 0 indicates that the single purchase limit is not used for this individual. | Optional | HIERARCHY LEVEL 6 | 5 character numeric field. Six level of Reporting structure or hierarchy. | Optional Optional |
| | | | | | |

| Listed below are the various field | definitions for the IB Auto Enroll Form. |
|------------------------------------|--|
|------------------------------------|--|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|--|--------------------------------|-------------------------------|--|--------------------|
| | below are the various field definitio Description 1 character numeric. ParentMCCG: Indicates whether the Company's MEA is verified or not. A <y> will ready the Company Template, and an <n> will only read the individuals template.</n></y> | Mandatory/Optional Optional | Field HIERARCHY LEVEL 7 | Description 5 character numeric field. Seven level of Reporting structure or hierarchy. | |
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Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|--|--------------------|---------------|---|--------------------|
| 0F | 10 character alphanumeric. The number MCC group attached to the individual's account | Optional | MAC CODE | 75 character alphanumeric field. Applicant's general ledger code. | |
| | Maximum number of transactions that are allowed on the account each day. | Optional | EMAIL ADDRESS | 60 characters alphanumeric field. Use to enter e-mail address for the cardholder. Example: JohnDoe@aol.com | Optional |

| Listed below are the | various field definition | ons for the IB Auto Enroll Form | η. |
|----------------------|--------------------------|---------------------------------|----|
|----------------------|--------------------------|---------------------------------|----|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--------------------------|--|--------------------|---------------------|--|--------------------|
| DAILY AMOUNT LIMIT | | Optional | EMPLOYEE ID | 20 character alphanumeric. Company defined identification code for the employee. | Optional |
| | Maximum number of transactions that are allowed on the account each cycle. | Optional | CITY PAIR ID | Yes/No indicator. Y= City Pair is available to cardholder. N= It is not. | Optional |
| CYCLE AMOUNT LIMIT | Maximum dollar amount that is allowed on the account each cycle. | Optional | TRAVELERS CHECKS | NA | NA |

Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----------|--|--------------------|-------------------------|--|--------------------|
| FRANSACT | Maximum number of transactions that are allowed on the account each month. | Optional | IDENTIFICATIO N CODE | 12 characters alphanumeric field. Agency-defined. Used to confirm cardholder ID. | Optional |
| | Maximum dollar amount that is allowed on the account each month. | Optional | VOYAGER ACCOUNT | NA | NA |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|---|--------------------|----------------------------|-------------|--------------------|
| | Description 10 characters alphanumeric field. MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional | Field VOYAGER STATUS | NA | NA NA |
| | | | | | |

Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------------------------------|---|--------------------|--------------------|--|--------------------|
| SINGLE PURCHASE LIMIT 1 | 5 digits, numeric field. Enter in whole dollars amount of single transaction limit. In this area you can set a single dollar purchase limit for this group of MCC's. This will allow you to set different single dollar limits for different types of charges. | Optional | TAX EXEMPT FLAG | Indicates whether the account is exempt from taxes; possible values are Y and N (default). | |

| sy Gr Ex au co In er pr Do | ystem to take for this MCC iroup. Valid Entries are: "E" xclude; decline all uthorizations with an MCC/SIC ode within this group. "I" nclude; include will immediately nd table processing and | Optional | TAX EXEMPT NUMBER | 20 character numeric. Tax- exempt number for the agency or organization; | Optional |
|--|--|------------------------|----------------------|--|----------|
| Gr Ex au co In er pr Do | roup. Valid Entries are: "E" xclude; decline all uthorizations with an MCC/SIC ode within this group. "I" nclude; include will immediately nd table processing and | | NUMBER | | |
| Ex au co In er pr Do | xclude; decline all uthorizations with an MCC/SIC ode within this group. "I" nclude; include will immediately nd table processing and | | | or organization; | |
| au co In er pr Do | uthorizations with an MCC/SIC ode within this group. "I" nclude; include will immediately nd table processing and | | | | |
| co In er Do | ode within this group. "I" nclude; include will immediately nd table processing and | | | | |
| ln er pr Do | nclude; include will immediately nd table processing and | | | | |
| er pr De | nd table processing and | | | | |
| pr Do | | | | | |
| Do | | | | | |
| | roceed to the Account Single | | | | |
| | ollar Transaction Limit check. | | | | |
| M | fore than one include action can | r | 11 | | |
| be | e set per account. The system | | | | |
| wi | vill review all MCC Groups | | | | |
| as | ssigned to the acct. If the MCC | | | | |
| co | de is not found in one of the | | | | |
| gr | roups, the authorization would | he authorization would | | | |
| be | e declined. "D" Divert; an | | | | |
| au | uthorization request from a | | | | |
| m | nerchant within the defined | | | | |
| M | ACC Group will be diverted to a | | | | |
| co | ontrol account for authorization | | | | |
| and bill | nd billing purposes. If this action | | | | |
| | s specified, a valid control | | | | |
| nu | umber must be entered in the | | | | |
| Di | Diversion Account field. | | | | |

| Listed below are the various field definitio | ons for the IB Auto Enroll Form. |
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----------|---------------------------------------|--------------------|-------|-------------|--------------------|
| DIVERSIO | 16 digits, numeric field. Enter the | Optional | Ų1 | NA | NA |
| N | diversion account number you | | | | |
| ACCOUNT | opened for this MCC Group. | | | | |
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| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|--|--------------------|-------|-------------|--------------------|
| | Type the ten character alphanumeric MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional | U2 | NA | NA |
| | | | | | |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--------|---|--------------------|-----------------------------|--|--------------------|
| SINGLE | In this area you can set a single dollar purchase limit for this group of MCC's. This will allow you to set different single dollar limits for different types of charges. | Optional | SINGLE PURCHASE LIMIT | 14 character numeric. Maximum amount for a single transaction. The default value 0 indicates that the single purchase limit is not used for this individual. | |

US-

da

| ield | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--------|-------------|--------------------|-------------|--|--------------------|
| TION 2 | | Optional | PARENT MCCG | 1 character numeric. ParentMCCG: Indicates whether the Company's MEA is verified or not. A <y> will ready the Company Template, and an <n> will only read the individuals template.</n></y> | Optional |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------------------------------|--|--------------------|------------------------|---|--------------------|
| DIVERSIO N ACCOUNT 2 | Enter the diversion account number you opened for this MCC Group. | Optional | NUMBER OF TEMPLATES | 10 character alphanumeric. The number MCC group attached to the individual's account. | Optional |
| TEMPLATE NAME 3 | Type the ten character alphanumeric MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional | ACR KEY | 10 characters alphanumeric field. The process of restricting account usage through the use of one ACR key that encompasses multiple MCC Templates. | Optional |

| Listed below are the various field definitions for the IB Auto | Enroll Form. |
|--|--------------|
|--|--------------|

| ield | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---------|------------------------------------|--------------------|-------------|----------------------------------|--------------------|
| INGLE | In this area you can set a single | Optional | DAILY | Maximum number of | Optional |
| URCHASE | dollar purchase limit for this | | TRANSACTION | transactions that are allowed on | |
| IMIT 3 | group of MCC's. This will allow | | LIMIT | the account each day. | |
| | you to set different single dollar | | | | |
| | limits for different types of | | | | |
| | charges. | | | | |
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Listed below are the various field definitions for the CB Auto Enroll Form.

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| ield | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----------|--------------------------------------|--------------------|------------|----------------------------------|--------------------|
| ACTION 3 | Define the action you want the | Optional | DAILY AMOU | NT Maximum dollar amount that is | Optional |
| | system to take for this MCC | | LIMIT | allowed on the account each | |
| | Group.Valid Entries are: "E" | | | day. | |
| | Exclude; decline all | | [·] | | |
| | authorizations with an MCC/SIC | | | | |
| | code within this group. "I" | | | | |
| | Include; include will immediately | | | | |
| | end table processing and | | | | |
| | proceed to the Account Single | | | | |
| | Dollar Transaction Limit check. | | | | |
| | More than one Include action can | | | | |
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| | will review all MCC Groups | | | | |
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| | code is not found in one of the | | | | |
| | groups, the authorization would | | | | |
| | be declined. "D" Divert; an | | | | |
| | authorization request from a | | | | |
| | merchant within the defined | | | | |
| | MCC Group will be diverted to a | | | | |
| | control account for authorization | | | | |
| | and billing purposes. If this action | | | | |
| | is specified, a valid control | | | | |
| | number must be entered in the | | | | |
| | Diversion Account field. | | | | |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------------------------------|--|--------------------|-------------------------------|--|--------------------|
| DIVERSIO N ACCOUNT 3 | Enter the diversion account number you opened for this MCC Group. | Optional | CYCLE TRANSACTION LIMIT | Maximum number of transactions that are allowed on the account each cycle. | Optional |
| TEMPLATE NAME 4 | Type the ten character alphanumeric MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional | CYCLE AMOUNT LIMIT | Maximum dollar amount that is allowed on the account each cycle. | Optional |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|--------|---|--------------------|---------------------------------|---|--------------------|
| SINGLE | In this area you can set a single dollar purchase limit for this group of MCC's. This will allow you to set different single dollar limits for different types of charges. | Optional | MONTHLY TRANSACTION LIMIT | Description Maximum number of transactions that are allowed on the account each month. | Optional |
| | | | | | |

| ield Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---|--------------------------------|---------|-------------------------------|--------------------------------|
| ieldDescriptionACTION 4Define the action you want the system to take for this MCC Group. Valid Entries are: "E" Exclude; decline all authorizations with an MCC/SIC code within this group. "I" Include; include will immediately end table processing and proceed to the Account Single Dollar Transaction Limit check. More than one Include action can be set per account. The system will review all MCC Groups assigned to the acct. If the MCC code is not found in one of the groups, the authorization would be declined. "D" Divert; an authorization request from a merchant within the defined MCC Group will be diverted to a control account for authorization and billing purposes. If this action is specified, a valid control number must be entered in the Diversion Account field. | Mandatory/Optional Optional | MONTHLY | Maximum dollar amount that is | Mandatory/Optional Optional |

Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------------------------------|--|--------------------|-----------------------------------|--|--------------------|
| DIVERSIO N ACCOUNT 4 | Enter the diversion account number you opened for this MCC Group. | Optional | QUARTERLY TRANSACTION LIMIT | Maximum number of transactions that are allowed on the account each quarter. | Optional |
| | Type the ten character alphanumeric MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional | QUARTERLY AMOUNT LIMIT | Maximum dollar amount that is allowed on the account each quarter. | Optional |

| Description Mandatory/Optional | Field | Description | Mandatory/Optional |
|--|---|-------------------|--------------------|
| Description Mandatory/Optional LE In this area you can set a single Optional CHASE dollar purchase limit for this group of MCC's. This will allow Optional You to set different single dollar limits for different types of charges. | Field YEARLY TRANSACTION LIMIT | Maximum number of | Optional |

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di. 1 160 11.00

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|---------|--------------------------------------|--------------------|--------------|-------------------------------|--------------------|
| CTION 5 | Define the action you want the | Optional | YEARLY | Maximum dollar amount that is | Optional |
| | system to take for this MCC | | AMOUNT LIMIT | allowed on the account each | |
| | Group. Valid Entries are: "E" | | | year. | |
| | Exclude; decline all | | | | |
| | authorizations with an MCC/SIC | | | | |
| | code within this group. "I" | | | | |
| | Include; include will immediately | | | | |
| | end table processing and | | | | |
| | proceed to the Account Single | | | | |
| 1 | Dollar Transaction Limit check. | | | | |
| | More than one Include action can | | | | |
| | be set per account. The system | | | | |
| l | will review all MCC Groups | | | 1 | |
| 1 | assigned to the acct. If the MCC | | | | |
| | code is not found in one of the | | | | |
| | groups, the authorization would | | | | |
| | be declined. "D" Divert; an | | | | |
| | authorization request from a | | | | |
| | merchant within the defined | | | | |
| | MCC Group will be diverted to a | | | | |
| | control account for authorization | | | | |
| | and billing purposes. If this action | | | | |
| | is specified, a valid control | | | | |
| | number must be entered in the | | | | |
| | Diversion Account field. | | | | |

Listed below are the various field definitions for the CB Auto Enroll Form.

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------------------------------|--|--------------------|-------------------------------|--|--------------------|
| DIVERSIO N ACCOUNT 5 | Enter the diversion account number you opened for this MCC Group. | Optional | OTHER TRANSACTION LIMIT | Maximum number of transactions that are allowed on the account for other transaction. | Optional |
| TEMPLATE NAME 6 | Type the ten character alphanumeric MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional | OTHER AMOUNT LIMIT | | Optional |

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| Listed below are the various field definitions for the IB Auto Enroll Form |
|--|
|--|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|---|--------------------|--------------|-------------|--------------------|
| INGLE | In this area you can set a single dollar purchase limit for this group of MCC's. This will allow you to set different single dollar limits for different types of charges. | Optional | REFRESH FROM | | Optional |

| Listed below are the various field definitions for the IB Auto Enroll Form. | roll Form. |
|---|------------|
|---|------------|

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----------|--------------------------------------|--------------------|-----------|------------------------------|--------------------|
| ACTION 6 | Define the action you want the | Optional | NUMBER OF | Number of days that the | Optional |
| | system to take for this MCC | | DAYS | variable velocity checks are | |
| | Group. Valid Entries are: "E" | | | valid. | |
| | Exclude; decline all | | | | |
| | authorizations with an MCC/SIC | | | | |
| | code within this group. "I" | | | | |
| | Include; include will immediately | | | | |
| | end table processing and | | | | |
| | proceed to the Account Single | | | | |
| | Dollar Transaction Limit check. | | | | |
| | More than one Include action can | | | | |
| | be set per account. The system | | | | |
| | will review all MCC Groups | | | | |
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| | code is not found in one of the | | | | |
| | groups, the authorization would | | | | |
| | be declined. "D" Divert; an | | | | |
| | authorization request from a | | | | |
| | merchant within the defined | | | | |
| | MCC Group will be diverted to a | | | | |
| | control account for authorization | | | | |
| | and billing purposes. If this action | | | | |
| | is specified, a valid control | | | | |
| | number must be entered in the | | | | |
| | Diversion Account field. | | | | |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------------------------------|--|--------------------|--------------------|--|--------------------|
| DIVERSIO N ACCOUNT 6 | Enter the diversion account number you opened for this MCC | Optional | REFRESH TO DATE | Date for the variable velocity counter to stop (MMDDCCYY). If the date is in this field, the variable velocity will not refresh | Optional |
| HOME ADDRESS | 36 characters alphanumeric field. Company or individual applicant's address. | Mandatory | TEMPLATE NAME | 10 characters alphanumeric field. MCC Group name you want to be linked to this account. This group, which was previously created on MMG. | Optional |

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|-------|-----------------------------------|--------------------|----------|-------------------------------------|--------------------|
| HOME | 27 characters alphanumeric field. | Mandatory | SINGLE | 5 digits, numeric field. Enter in | Optional |
| CITY | Complete city name and 2 digit | | PURCHASE | whole dollars amount of single | |
| STATE | state code. A space is required | | LIMIT | transaction limit. In this area you | |
| | between city and state. (Ex: | | | can set a single dollar purchase | |
| | Jacksonville FL) Do not include | | | limit for this group of MCC's. | |
| | punctuation. | | | This will allow you to set | |
| | | | | different single dollar limits for | |
| | | | | different types of charges. | |
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Listed below are the various field definitions for the IB Auto Enroll Form. Listed below are t

| Field | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|------------------------|---|---------------------------------------|----------------------|--|--|
| | 9 characters numeric field. Only first five positions required. Example: 57689 or 578961234 | Mandatory | STATUS | Always "A" for Active when a MCC is on the account. Indicates the status of this MCC group of this MCC group for this particular account. | Optional if no MCC template |
| OTHER FEDERAL ID | A taxpayer's identification number or their Alien identification number. | Mandatory only if no SSN provided. | ACTION | Define the action you want the system to take for this MCC Group. Valid Entries are: "E" Exclude; decline all authorizations with an MCC/SIC code within this group. "I" Include; include will immediately end table processing and proceed to the Account Single Dollar Transaction Limit check. More than one Include action | Optional if no MCC template attached. |
| | | | DIVERSION ACCOUNT | 16 digits, numeric field. Enter the diversion account number you opened for this MCC Group, | Optional if no Diversion account is present. |
| | | | DAILY TRANSACTION | Maximum number of transactions that are allowed on | Optional |
| | | | LIMIT | the account each day. | |

| ld | Description | Mandatory/Optional | Field | Description | Mandatory/Optional |
|----|-------------|--------------------|---------------------------------|---|--|
| | | | DAILY AMOUNT LIMIT | Maximum dollar amount that is allowed on the account each day. | Optional, but only available if a template exists |
| | | | CYCLE TRANSACTION LIMIT | Maximum number of transactions that are allowed on the account each cycle. | Optional, but only available if a template exists |
| | | | CYCLE AMOUNT LIMIT | Maximum dollar amount that is allowed on the account each cycle. | Optional, but only available if a template exists |
| | | | MONTHLY TRANSACTION LIMIT | Maximum number of transactions that are allowed on the account each month. | Optional, but only available if a template exists |
| | | | MONTHLY AMOUNT LIMIT | Maximum dollar amount that is allowed on the account each month. | Optional, but only available if a template exists |
| | | | OTHER TRANSACTION LIMIT | Maximum number of transactions that are allowed on the account for other transaction. | Optional, but only available if a template exists |
| | | | OTHER AMOUNT LIMIT | Maximum dollar amount that is allowed on the account for other transaction. | Optional, but only available if a template exists |
| | | | REFRESH FROM DATE | 7-character alphanumeric. Date that the variable velocity counter will reset. The ACR ID is a key that is used to correlate each account to a specific ACR. The key does not affect corporate accounts. | Optional |

| Listed below are the various field definitions for the IB Auto Enroll Form . |
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|-------|---------------------------------|--------------------|-----------|
| Field | Description | Mandatory/Optional | Field |
| | | | NUMBER |
| | | | DAYS |
| | | | REFRESH 1 |
| | | | DATE |
| | | | |
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| Field | Description | Mandatory/Optional |
|--------------------|--|--------------------|
| NUMBER OF DAYS | Number of days that the variable velocity checks are valid. | Optional |
| REFRESH TO DATÉ | Date for the variable velocity counter to stop (MMDDCCYY). If the date is in this field, the variable velocity will not refresh | Optional |

4. Citi Sample Statement Package

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Commercial Cards Sample Statement Package

July 2014

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Online Statements

Travel Card - Individually Billed

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Travel Card - Individually Billed with Addendum Details View



Travel Card – Centrally Billed Account

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Purchase Card - Individually Billed

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Purchase Card – Individually Billed with Addendum Details View



Purchase Card – Centrally Billed

Citi[®] Commercial Cards

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Purchase Card – Centrally Billed with Addendum Details View



Purchase Card - Centrally Billed Account

Citi[®] Commercial Cards

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One Card – Individually Billed with Addendum Details View



One Card – Centrally Billed Account

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FOR CUSTOMER SERVICE CALL OR WRITE 1408-2494553 Calibrate P.O., Box 0125 Store Falls, SD 57117

SEND PAYMENTS TO: Calibert P.O. Box 103173 COLUMBUS, OH 45219-3173

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| 06/21/2010 | 06/26/203 | 7675375017311 | 046886921 | FOREIGN TRANSACTION F | 22 | | \$0.23 M |
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| 06/22/2010 | 06/24/2019 | 7453233017402 | 000011128 | CONTRACTOR OF A DESCRIPTION OF A DESCRIP | 1.0 | | \$5.36 M |
| 05/22/2010 | 06/24/2011 | 7453233017442 | 000011188 | ADDOLTINAS ADD2694055 (ADD2100 EDD0005) 2 | | ELA. (FATE) 4.2259320 | 45#5.79 M |
| 05/22/2010 | 06/24/201 | 7453233017402: | 000011196 | PORTION TRANSACTION F | 88 - C | | \$5.46 M |
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Account Humber 30072-2000-10088-4910 Somement Date 07/20/2020

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| 06/23/2010 | 06/24/2010 | 74532330174015062301602 | 000 VADIS INTERNET VENERALA (FOREIGE CURRENCY) 130.03 VEF (RATE) 4.230000 | \$30.31 H |
| 06/23/2018 | 06/24/2010 | 74532330174015062301510 | FORFICE TRANSACTION FEE | \$0.30 H |
| 05/23/2010 | 26/24/2010 | 74537330174015062301610 | (DD VALI'S INTERNET VIEWSJUELA (FORELON CUEWSJUL') 130.03 VEF (AAIE) 4.290030 | \$ 130.31 H |
| 06/26/20:0 | 36/28/2010 | 74006060178980123460281 | FOREIGN TRANSACTION FEE | \$1.58 N |
| 06/26/2010 | 4 | 74006060178980123450281 | GEARIZACIOF MARVA, C.A. OCS FORGESTE (FUREIGN CURRENC) 677.44 VEF (BATE) 4.289220 | \$197.94 5 |
| 06/26/2010 | 06/28/2010 | 74509660177110973972116 | FOREIGN TRANSACTION HEE | 62.26 2 |
| | | 74509660177110973972115 | FRIGURIFIC.REY DE LAS MER CARACRS (FORELEM CURRENCY) 970.01 VEF (RACE) 4.289230 | \$226.15 3 |
| 05/25/2010 | 36/29/2010 | 74532330179015062834052 | FOREIGN TRANSACTION FRE | \$0.61 S |
| 06/28/2010 | 36/29/2010 | 74532330179015062834052 | QUO VADIS INTERNET VIDNERUELA (FOREIGN CURRENCY) 260.06 VIEF (RAIE) 4.239300 | \$60.63 s |
| 06/28/2010 | 56/30/2010 | 74118480180010915414573 | FOREIGN TRANSACTION FEE | \$0.14 5 |
| 06/28/2010 | 26/30/2010 | 74138480180010915414273 | CAFE LETONIA, C.A. LA CASTELLARO. (FORGIGT CURRENT) 59.71 VIET (FAIL) 4.289510 | 815.92 3 |
| 06/28/2010 | 06/30/2010 | 74532330180021000011107 | FOREIGN TRANSACTION FEE | \$19.2C b |
| 06/28/2010 | 36/30/2010 | 74532330180021000011107 | LAN-ALREIDELS 25940513230 VEDETABLA (FOREIGN CUEDEDEL) \$,235.54 VED (DATE) 4.289300 | \$1,970.02 3 |
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| 06/29/2010 | 36/30/2010 | 74541340180201094090021 | FOREIGS TRANSACTION FEE | 50.42 1 |
| 06/29/2010 | 36/39/2010 | 7:541340180201094090021 | AUTOLAVAD VARCE SERV 2510 CCS MORDESTE (FORETCS CUERCHET) 150.00 VEF (RATE: 4.283800 | \$41.96 } |
| 05/29/2010 | 35/30/2010 | 74999290180021054999290 | FORETEN TRAUSACTION FEE | \$1 25 h |
| 06/29/2010 | 06/30/2019 | 74999290120021054999290 | GARGESI PARK LA CASTELL'ARA CARACAS (FURELESI CUERENCE) 535.58 VEP (BATE) 4.289440 | 4124.86 3 |
| 06/10/2010 | 27/02/2010 | 74417850182945143200034 | COSTA & COSTA, C.A. COS MORCESEE (FOREXEN CURRENT) 605.04 VIIF (RATE) 4.289240 | \$161.06 1 |
| 06/30/2020 | 37/02/2010 | 74417850182945143200034 | FORELES TRANSACTION FEE | \$1.41 b |
| 07/02/2010 | 07/05/2010 | 74509660184113681889100 | FOREIGN TRAVEALTION FEE | \$Q.28 1 |
| 07/02/2018 | 27/05/2010 | 74509660184113621889100 | HOTEL LANGARACO CARACAS (FORELGY CURRENCY) 115.44 VEF (RATE) 4.283750 | 427.61 1 |
| | | | TOTAL ANCUNT OF MEND ITEMES: | 96, 223, 3 |

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Information About Your Citibank Corporate Card Account

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Information About Your Citibank Corporate Card Account

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FOR CLISTOMER SERVICE CALL OR WRITE 1400-246-4533 Clibert P.O. Box 8125 Sinux Falls, SD 57117

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Information About Your Citibank Corporate Card Account

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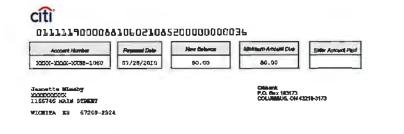
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Purchase Card – Centrally Billed Card



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For customer service call or write 1-000-248-4553 Cillberk P.O. Box 9125 Sioux Fells, SD 57117

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- Monthant Disputes: # No. Campany or Cantenentar was encounted in attainsplang to used we applicable with a marchael, cancerning the quality of applicat conversion performance with the Q2bank. Composite Cancer we may be obtain to help if not derivative of the Q2bank. Composite of the date of the charge. We will be responsible was an equilated to reparate the charge two will be responsible of was an equilated or the date of the charge. We will be responsible for the departed charge in the date of the two the responsible for the departed charge.
- In the letter (5 us, plaze o explain in detail the dispute and the results of like alloring to resultion it with the merchant. The false must include the amount involved, and must be signed by the individual Conformation. If will notify you of the must so four efforts.

Cohesenby Relativation: By the partners of any amounts charged to the Account, the Company: By ratios the original Application for the Account and the automity of all partners at the firm of their signing such Application, and Applications (in crystianed unce of the Account andre the Same of The Corporate Count Agreement by all Conferencements to where Counts are insert and any another set of the Account andre the Same of The Corporate Count Agreement by all Conferencements to where Counts are insert and the set of the Account and the set of the Account and the set of the Account of the Account of the Account and the set of the Account and the set of the Account of the Account of the Account and the set of the Account of the Account of the Account and the Account of the Account of the Account of the Account and the Account of the Ac

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. For Club Advences York ATMs, a separate Personal Identification

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statements. If any position of the past due trailence appears on two consolver talking advantatic (approximation) 55-81 days after the talking space due), against pays videory activity are relative based on a percentage of the anime past due before any intervention received by the Bank A

fate fee may also be imposed manifoly until payment for the past due before a is repaired by the Bank.

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Purchase Card – Centrally Billed Account



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| 1131-1500-0212-4624 | 07/20/2010 | \$81.442.73 | \$\$1.442 73 | |
| Namette XXXXXXX 2003030 NAIN STREET Second Addreas Line 153342 CARA 14 00400-0402 | | | Citibank P.J. Box 183173 CoLDMBUS, OH 432 | 18-3173 |
| Peyment coupon Please cut atong perfor or maney order peyeble in U.S. collum of or maney order. No cash please. Do not s | a U S bank to Otherk | include account number of | | |

CITIBANK CARD

| Payers | Available Costs Line | Cash Advance | Assolution Credit Line | Constantly Constant Lines |
|----------|-------------------------|--------------|---------------------------|---------------------------|
| 1 | \$9.00 | 50.00 | 00 02 | 5900,000 30 |

For customer service call an write 1-000-240-4553 Gillentk P.O. Reg 5125 Slows, Felds, SD 57117

Send payments to: Calibantic P.O. Bex 183173 COLUMBUS, OK42218-3173

COMPANY SUBBARY

| Hare | | Previous Enlance | Alexander | Croffe | Parchases and Advances | Charget | Bullanda |
|----------------|-----------------------|---------------------|---------------|-----------|------------------------|---------|------------|
| Company Tosais | Purchases Advances | | | | \$71,545 70 | | |
| | TOTAL | 549 245 21 | - 258, 258 18 | - 5369 97 | 573.560 70 | | 581.443.73 |

| | | | CARONIEN | ER SUMMAR | r | | |
|--------------------------------|------------------------|-----------------------|-----------|-----------|----------------------------|----------------------|-----------------|
| | | Previous Balance | Payments | Onde | Purchases and Advances | interest Chargies | New Chileren |
| Monitary Level \$10,000,00 | Purchases Advances | | | | \$2,197.69 | | - |
| | TOTAL | | | | 52,103 44 | | - |
| 21gans R | Choolsey | Provinces Defenses | Paymentia | Credits | Purchases and Advances | internet Orangen | Here Balance |
| Montble Land, 810 (300 (30) | Purchases. Advances | | | | 59.224 44 | | |
| | TOTAL | | | | 58.224 48 | | |
| Bagt. | A 880 | Produce Unineco | Payments | Crodits | Purchaser and Advantant | Charges | bine Calmer |
| Long 35,000 10 | Putchases Advances | | | | (3), 229 HI | | |
| | TOTAL | | | | 51.35* 45 | | |

| MARK IN MALLING PERSON | | - | | 1 | |
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| Balance Susjett | | Parkers | California | Payment Due | 201 442 70 |
| To Polyness Charges | > | | | Amogung Over Christ Land | |
| Perablic rite | | | | Amagni Plat Doe | 29,445 30 |
| ADDITUSE PERCENTAGE FASE | - A. | | 1 | MINING AND THE | 191 442 77 |

Page 1 of 18



Statement Date 07/03/2010

CARDMEMBER SUMMARY

| | | | | Contraction of the second | | | |
|--|-----------------------|---------------------|------------|---------------------------|------------|-----------------------|---------------|
| Seaman & Stamper EDG-tour-3191-5137 | | Previous Belance | Payments ! | Gredita | Parcinees. | interest Charges | Harman Co. |
| Takan sudy 3 arrai \$5,7(1)(10 mil | Purchases Advances | | | | 52,338.00 | | |
| | 1034 | | | | 511.372 00 | | |
| | - | co | HPANY BOO | | uL. | | |
| Sauther: tw | | | | | | 1111-1 | 998-8212-662 |
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| \$5.55. | 006 68 | 50 60 | - | \$4.40 | | 55.00 | |
| Sale Data | Post Data | Relations | lugalase | Type of Activity | | | Talat Amount |
| 06/24/2010 | 45/26/3910 | 10206680027537 | \$*2015164 | Into talast talap | | | \$19,100 14 2 |
| 37 '92.'2356 | 07/02/22.0 | | | OCHCHARK FIRANCE CHARCE | | S212 M4 | |

REMOVAL CARDHOLDER ACTIVITY

| Arri Blasse | 11 | | IIII-II | TE-IX91-97 | | |
|--------------|---------------|-----------------------------------|--|------------|--|--|
| None | ty Carrier | (೧೯೯೫), ಕಾರ್ | | | | |
| 225.4 | 44.50 | 50 00 | | | | |
| Sele Dete | Pital Date | Aderence Naplas | Type of Activity | Amount | | |
| 06/04/2010 | 66/07/2010 | 241340000555500022874536 | MATTERNEN CHARLES OF CL 228-243 2011 ST | 00 662 | | |
| 06/01/2010 | 95/98/2020 | 3422443/2591/9902151536 | SIDGRIDS SHOP 264 PLATISCHESH IN | \$5.51 | | |
| 06/07/2010 | 04/08/2020 | 242465102592065891000282 | ALINE THUS VALUE PLATESERVED NY | \$22 58 | | |
| 06/07/2020 | 06/08/2020 | 21407360285206496900925 | NUMERI COUNTRY CREE PLATTERUSCH MY | \$96 25 | | |
| 06/07/2010 | 06/06/2020 | 14.007540158206696900+31 | NORTH COUNTRY CARE FLATINGING WY | \$5 66 | | |
| 06/07/2620 | 66/68/2020 | 14662160155060662475835 | LONDS ALLING PLATTEROND NY | 5141 25 | | |
| GE/07/2020 | 06/09/2010 | 31475410154363722764347 | SALEANOS DILER VER-CARSNE IT | \$135 50 | | |
| 06/09/2020 | 05/09/2020 | 34950236260297229000460 | LOUDEAU ADVIATION SUBTYLES TIS-B39-2260 Ht | \$329 QU | | |
| 64/24/26:0 | 05/58/2020 | 14427350175756405176540 | TH DRIVER N FLATTER NY DES 2-00284 | 523 64 | | |
| 05/28/2020 | 06/29/2010 | 24506010175960983713488 | THE STOP WARES, STR-561-1661 MY | 5245 40 | | |
| 06/28/2010 | 56/29/2020 | 24 52 9 63 62 7 5004 693 3 20 524 | CHERRICH BULLTARS 45741 SLATISTRACH ST | \$725 00 | | |
| GE/30/2010 | 67/01/2010 | 36607560:912066566:00935 | MARTE COURTRY CAPE PLATTEROACH ST | \$246 54 | | |
| 67/01/2010 | 07/02/2010 | 24455010162141912776565 | WEL-NEET BLOOK PLATTERINGS BY | 56 \$3 | | |
| 67/01/2010 | 67/02/2010 | 246075401922066967(0)835 | ROADS COUNTRY OUR FLATTERVECK ST | \$94 15 | | |
| | | | TITLE VOLTAGER ADWARD - RADITS | \$2.242.45 | | |

| Leans & Cito | olsey | | 1111 XIII | |
|-----------------|--------------|--------------------------------------|--|------------|
| Monthly 1, mill | | Cash Long" | | |
| \$20 4 | 008.00 | \$0.00 | | |
| Sale Date | Post | Reference Number | Type & Armory | Amoutt |
| 06/02/2010 | 06/04/2010 | 26767929234254295842109 | NEN LEFE FRINTERS 13C 407-3241760 NY | \$556 20 |
| 06/06/2010 | 6E/07/2010 | 20125555225625626734 | AIRCRS STRUMENTY ONS 840-526-2662 Ch | 5724 26 |
| \$6/98/2810 | 14/09/2010 | 20745910059104811200488 | BEACON GRADNICS BOB 232 -8077 MJ | \$4ua 75 |
| 06/08/2020 | 06/1.0/2010 | 26767920160366286633102 | NEW STPE PRINTERS INC 607-3241760 NT | \$1,340 50 |
| 06/08/2010 | 02/10/2010 | 00 6428 8860 940 940 960 Page 19 201 | NEW LIFE PEINTERS INC 407 3241766 WY | \$1.340 50 |
| 06/09/2610 | 06.72 0/2010 | 26366666668866566666586 | NARDER ELECTRONICETRON \$10-836-6371 TR | \$339 RO |
| 06/16/2016 | 06/16/2010 | 26415-0505-0317530007931 | ALECAS SPECIALTY CAS A00-5-0-0652 CA | \$753 32 |
| 24/20/20:0 | 05,44,2020 | 2#4312505657652337000009965 | ADDIER CERCIALTE CAR SIG-SID-OCCO DA | \$605 1C |
| 34/24/2010 | 66/16/2010 | 34135650360137 651068 853 | AD CARCELES AND THE TRACE AND ADDRESS OF | \$275. 54 |
| 06/15/2010 | 46/17/2010 | 266756361257300(4)7339 | AINCAS SPECIALTY GAS 810-530-2667 CA | 51.012 76 |
| NL/17/7414 | 12/21/2at.A | 240733401255555551341135 | SET DIRETT INT TTA-TETTONS CA. | C225 17 |

Page 5 of 16

"Cash Advance Line is a portion of your Tota Monthly Lind " Available Cash Line is a portion of your Available Direct Line

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Company Account Humber 3113-1390-0212-4 520 Statement Date 07/03/2010

INDIVIDUAL CARDHOLDER ACTIVITY

| 06/17/2010 | 06/21/2010 | 24435450169137000006314 | AINCAS SPECIALTY GAS 4005302662 GR | \$718 66 |
|------------|------------|-------------------------|--------------------------------------|----------|
| 06/21/2030 | 26/23/2320 | 21435450173197000004276 | AINGAS SPECIALTY CAS 600-530-2662 GA | 5424 12 |
| | | | TOTAL SHIP DURING ADUSTRIES COREFITS | St |

| lart A Res | | | IIII-II | II-II96-345 |
|------------|--------------|--------------------------|--|-------------|
| Month | ty Lernt | Cesh Lund | | |
| | 60.64 | 500 | | |
| Sde | Post Date | Rohanan de Humber | Type of Activity | Amayat |
| 05/02/2010 | 06/44/2020 | 24416000154154058169009 | MCMAGTER- CARE 630 -8149600 IL | 535 50 |
| 04/45/2010 | 00/07/2020 | D6755426137271571676349 | CHLEVEAR COMM (AS MENDETER IN | 514 35 |
| 05/07/2010 | 06/04/2010 | 24445060159297025107057 | OFFICE MAX SHORIE IL | 5214 .05 |
| C4/97/3013 | 06/49/2010 | 24414430159004036351270 | SEARS BORDVCK 1290 MILES IL | \$413 16 |
| 06/46/2014 | 96 (49) 7014 | 16717050160651601493449 | MENAACS 3521 MORTON GROVE IL | 55 14 |
| 64/09/2010 | 06.410/2010 | 26270740160300016800017 | TELEVIE PRODUCTS COMPANY 773-2864652 IL | \$251 54 |
| 06/09/2010 | 06521/2010 | 24164070162105297797945 | STREEAS 00116150 MONSTER TH | 514 14 |
| 16/20/2010 | 04/24/2020 | 38498040162169317465094 | VERISON WALS MONTION MILES 11. | \$54.57 |
| 05/14/2010 | 06/14/1010 | 34416000166166059395803 | MCMASTER-CARE 630-876 MEOC IL | \$172.07 |
| 06/14/2010 | 06/16/2010 | 34445000166307427600902 | OFFICE MAX STOKIE TL | \$14 .43 |
| 06/14/2010 | DE/36/2020 | 78415000164166089345905 | MODOSTER-CSRR 430-4144400 IL | \$26 09 0 |
| WF/15/2010 | 06/16/2010 | 242707401663000166000011 | THE SUME PRODUCTS COMPANY 773-2064692 FL | \$46 97 |
| 06/15/2010 | 00/20/2020 | 247170502441514433323346 | DESIGNATE CERTIFICE STARS STARS IN A STARTER | \$249.00 |
| 04/15/2020 | NE/26/2030 | 3471705016615166152553 | STILLPATH SOTTINES HAIN 913-3622900 RS | \$149.00 |
| 06/25/2020 | 06/16/2010 | 24733050166151663527000 | SKILLPATH SIRGHARS MAIN \$1,3-3421504 RS | \$34 40 |
| 04/13/2010 | 06/26/2010 | 26717027166151663527416 | 55124-5474 SHEEBARS HAIN 513-3421300 KS | \$34 40 |
| 06/36/2030 | 06/18/2010 | 2441000168160061455145 | WMASTER-CERP, 631-8349600 11. | \$165.33 |
| 06/10/2010 | 06/16/2010 | 24445000268310219965230 | OFFICE MSX 400-263-7676 12 | \$109.95 |
| 06/26/2010 | 06/16/2010 | 24610410143004037455260 | SEARS ROEBOCK \$291 WORERENVILLE IN | \$221 41 |
| 04/17/2010 | 06/10/2010 | 34270740168300016860019 | THE BERTE PRODUCTS COMPARY 773-2464693 11. | \$24 72 |
| 06/17/2010 | 06/21/2010 | 24459040155169185537725 | VERICON NELS MOTIOL WILES IL | \$43. 20 |
| 06/18/2010 | 06/21/2010 | 24445000169331557568431 | PETER 'PPICE ASLAS SXURIE 11. | \$1.046 |
| 06/14/2010 | 06/21/2010 | 74270740164300426100054 | TRISHIFF PRODUCTS COMPANY NILES IL | S\$ 55 (|
| 06/21/2010 | 06/ZZ/2019 | 247545401722302503.43725 | INVERSE ADE HANDRARE, 11. SPORTE 11. | \$19 76 |
| 06/23/2010 | 04/25/2010 | 244140001375375056496783 | HOUTER - CAPP - CO - 104 + 646 12 | \$55 12 |
| 06/24/2020 | 06/25/2010 | 24717050176491763314204 | MM GRAINUNE 877-2022534 11. | 555 26 |
| 05/25/2010 | 06/28/2014 | 24415000177177072139405 | MEMASTER-CARE 630-8349600 11 | 5214 52 |
| 06/25/2010 | 06/28/2010 | 34717050177651771767530 | MUSINSUS 3523 MORTON GROVE IL | 541 78 |
| 05/26/2010 | 06/20/2014 | 24765960180670796702590 | VILLAGE OF NILZS FOR MILES IL | 355 00 |
| 95/29/2010 | 02/01/2010 | 344164301010104114342722 | SERSE ROBBUCH 1290 HILES IL | \$24 16 |
| 07/01/2010 | 07/02/2434 | 31410430282004124081252 | COMED 600-334-7661 11 | \$414 36 |
| | | | TOTAL FURCHASES/AGAINGES/CEEDITS | \$7,218.63 |

| ari A Beanli | ly | | IMI-IMI | E-XX11-0510 |
|--------------|------------|-------------------------|--|-------------|
| Month | ly Latel | Cash Limit* | | |
| \$5.0 | eo 00 | \$0.00 | | |
| Sale Date | Post | Reference Number | Type of Activity | Amount |
| 05/18/2016 | 06/21/2010 | 24164070170105165072709 | STARLES DIBBCT00209808 000-3303136 CA | \$55.53 |
| 06/21/2010 | NG/22/2020 | 24692140172000274305417 | PER PERSIALINEVERSENDIAL BER-740-1776 OF | \$149.00 |
| | | | TEMAL PERCENSES (ADVANCES / CHEDITES | \$245.53 |

| Boacos Books | | | | TETT-1111-1112-005: |
|---------------|------------------|-------------------------|----------------------------------|---------------------|
| | N/Lenel og 29 | Cash Limit" | | |
| Sale Dista | Post Dise | Reference Number | Type of Activity | Amount |
| 06217/2020 | Se 159 2023 | 2422634012936-533792244 | WE STORAGE STREAM STREAM POST BT | 24.22 |

*Cash Advance Limit is a poston of your Total Monthly Lives

" Available Cash Line is a portion of your Available Orack Line

Page 6 of 16

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Information About Your Citibank Corporate Card Account

- Report # Lost or Stater Card associativity: Out tricplone frees are open wary day, 24 hears a day. Cell the Datatana Sovietu lulophone northen specified an the front of the attainant a Diractory Assistance for the number to report a lost or ables Officient Corporate Card.
- Critititi Reports: The Rami muy export Accesses information to capital brandom Labo payments, mission payments, or other defaults on the Accesses may be represented in your critical appendix.
- Constrainments Creater Links: Each Dead-worker hou an individual Constitution (a portion of athicts noty be used for Links Astronomy), which is the resonant shown first, the Continentials can obtage at any time. The show of scalar Landmantan's Deads Links (and Cath) Links. It style, is distanciated by the Company and it is a pation of the total Company Cash Line.
- To increase or Realization a Company or Cardinauster Crash Line: The Complete may request shenger to straft insus by contacting Citibank Compared Caul Destrum Services for telephone laws are goint revery day, 24 hours a day at the telephone number specified to the trust of the elements.
- Additional Candinamabers: The Company main rudgest implications for additional Cardinanchasis by canadage Obtami-Companie Card Service Data antiphone lines aux provisions days, 24 Jaccer a Use of this Edgebane swober specified on the Intel O Restatement Gmilding District Carponia Card per Conference in the Intel O Restatement Gmilding District Carponale Card per Conference in the Intel O Restatement Gmilding District Carponale (Card Card Card Section 2014)
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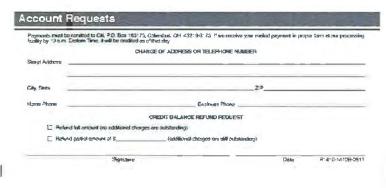
 Company Ratification: By its psychiani of any encounts charged to the Rectant, this Company: (It publics the origins) Application to the Accust and the validation of a parsons and the first of the ingent path Application, and (it publicities the continued use of the Accust and at the terms of the Corporate Card Application of the during data to alware Cards are instead and the Special Information on Card Advances: Continuantoes may get a Card-

- Advance ni pere 180,000 locations ecologiada. • The Cercimenters's Certi Advance Limit is a port of the Cercimentaria Tatel Credit Line: It is not an additional time of credit
- For Cash Advances form A396s, a separate Personal Identification Number (P3N) is required for security purposed
- Biblingentagy Petr: My Acctain will be delinquent unless the Bent inconies, the smoull allower on the chilling allowment as the behavior bala, less my unpold ganitar of the behavior due as a pair dan behavior on cale-appart allows abstrained. "I we synchron of the post due tablement appears allow abstrained, "I we synchron of the post due tablement appears allow cale of the behavior due as a pair dan behavior and abstrain tablement of the other post of the tablement of the post of the tablement appears and or the other post due tablement of the post of the tablement appears of the other post due tablement of the post post set tablement appears and the post post due tablement of the post post set tablement appears and the other post due tablement of the post post set tablement of the post of the tablement of the behavior of the post of the tablement of the post of the po

Account Inquiries

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- in the latter places gives up the following information:
- Your name and account number. For centrally billed Company Accounts, the Eccepany name and Individual account number.
- · The deliar amount of the suspected enter
- Describe the error and paptain the reason for the error; 2 more information is rended about an ion, plants describe it to us.
- Microthayi Girçünes, B No Canazary of Cardiniyindor usio executionate in attempting to section 4 and another with a meta-chand concentrating like quality of groute or reactions purchased with the Calibanit. Concentration Cardin, we may be able to help of we are no followed in writing within 30 datases of line datase of the change. You will be composed by two as new calible to reactive the disputs on E the Bank limits you emposible for the fisquited change.
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- Ou con-departed institutes or any momen shears by the Bank net to be in emary, the Bank may alrenge the Company or Conference in the respecified in the Cooperate Load Agreement for each tags of any document the Company or Conference markets, such as displicate periodic stratements, transaction stigs, and the Bie.
 Places wave war independents

BLEDS 1/01





One Card - Individually Billed

| Account Norther | Permant Date | New Delarce | Minimum Amount Date | Enter Annual Pale |
|-------------------|--------------|-------------|-----------------------------|-------------------|
| EK-1973-3169-4626 | 08/06/2010 | 10.00 | 00.00 | |
| estime (Blackford | | | Citikank P.G. Sex 163173 | |

CITIBANK CARD

| 07/12/2 | Ownittline | Planer Backance | Neve | Parate | Previous |
|---------|------------|--------------------|-------|--------|----------|
| Payment | #75,000.00 | 50.00 | 50,90 | 90,00 | 30.00 |

For sustainer service call or write 1-800-248-4953 Citibank P.O. Box \$125 Sious Fells, SD 57117

Send payments to: Citibank P.O. Box 169173 COLUNBUS, OH 43219-3475.

| Autoria | nt Nambar | Cast | Adapter Linut" | Ach | Me Credit Line | Availab | e Cash (une** |
|-----------------|--|-------------------------|-------------------------|--------------------------|---|---------------------|----------------------------|
| 7472-752 | X-2269-4626 | | \$0.00 | \$63 | 3,209.16 | 6 | 0.09 |
| Sale Onle | Post | References | lumber | Type of Activity | | _ | Anount |
| | | | | TICE MEMO ITEN(S) LISTED | BELOW | | |
| 05/10/2010 | 05/14/201 | 24472580162380 | 11.6052422 | DSMGO SUPPLY | 281-4717026 | 72 | \$163.04 |
| 06/10/2010 | 06/14/201 | 0 24472580162380 | 116052430 | NRASO JUPPLY | Z81-4717026 | TX | \$156.40 |
| 06/10/2010 | 06/14/201 | 0 24472680162380 | 11,6052448 | DRAGO SUPPLY | Z81-4717025 | TX | \$150.39 |
| 06/11/2010 | 05/14/201 | 24164070163344 | 245704975 | SIPTERU CTRG 1522278 | 9 249-3452475 | 12 | \$331.40 |
| 05/11/2010 | 06/14/201 | 0 24492790164116 | 000111883 | LEE OFFICE SOLUTIONS | 713-2271201 | TX | 419.01 |
| 06/11/2010 | 05/14/201 | 24432790164116 | 000112758 | LEE OFFICE SOLUTIONS | 713-2271201 | TX | \$37B.25 |
| 6/12/2010 | 06/14/201 | 0 24472680164380 | 104509100 | DRAGO SUPPLY | 281-4717026 | 7 2 | \$37.42 |
| 6/12/2010 | 06/14/201 | 0 24472630164380 | 104509119 | DEAGO SUPPLY | 281-4717025 | TX. | \$114.32 |
| 6/14/2010 | 06/15/201 | 0 24226380145360 | 704772543 | WM SUPERCENTER | LA PORTE | TA | 5205.14 |
| 6/14/2010 | 06/15/201 | 0 24455010165141 | 003346607 | WAL-HART 00752 | PASADENA | 11 | 364.95 |
| 16/14/2010 | 06/15/201 | 0 24493980165818 | 000040785 | ACADEMY SPORTS #5 | PASADENA | TI | 454.07 |
| 05/12/2010 | 06/16/201 | 0 24452790166118 | 1000118191 | LEE OFFICE SILUTIONS | 713-2271201 | Tx . | \$18.30 |
| 6/14/2010 | 06/16/201 | 0 24071050165987 | 176461314 | MURPHY'S DELI | 000-0000000 | TX | #70.06 |
| 6/16/2010 | 06/18/201 | 0 24472580168380 | 149180615 | DRAGO SUPPLY | 281-4717026 | TI | al.37.75 |
| 06/16/2010 | 06/18/291 | 0 24472580168380 | 149180624 | TIRAGO SUPPLY | 281-4717026 | 72 | £165.30 |
| CCOUNT SUM | | Аннириа Байлов | Approacts | Onalits | Pucheses and Adventise | interest Charges | Alter Enland |
| Universit Persi | Purchases Advences TOTALS | 50.00 50.00 50.00 | | | | | \$0.00 \$0.00 \$0.00 |
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* Cash Advence Limit is a portion of your Tomi Crudit Line ** Available Cash Lpo is a portion of your Available Oradi Line

Page 1 of 3



Account Number 32022-32623-32563-4525 Statement Date 07/12/2010

| Sale Date | Post Calif | Reference Sumber | Type of Activity | | | Amount |
|--------------|---------------|--------------------------|-----------------------|---------------|-----------|------------|
| OTICE MENK | TEN(S) LIST | ED BELOW | | | | |
| 06/16/2010 | 06/19/2018 | 2:472680168380149186612 | TRAGO SUPPLY | 281-47:7026 | TX | \$137.75 |
| 6/16/20:0 | 06/18/2010 | 24472680168380149180540 | DEACO SUPPLY | 281-4717026 | TX | \$121.22 |
| 05/17/2010 | | 2447268016936015E418843 | DRAGO SUPPLY | 281-6717026 | TZ | \$235.98 |
| 6/17/2010 | 06/21/2010 | 24472680169380188418850 | URASO SUFFLY | 281-4717026 | 7% | \$124.50 |
| 6/17/2010 | CE/21/2010 | 24472680169380188418865 | ORAGO SUFFLY | 281-6717026 | TX | \$81.0 |
| 5/17/2010 | 06/21/2010 | 24472680169380188418942 | DRACO SUFPLY | 281-4717026 | 72 | \$763.94 |
| 6/17/2010 | 06/21/2010 | 24472680169380188418953 | DRAGO SUPPLY | 281-4717025 | 7% | \$797.40 |
| 6/18/2010 | 25/21/2010 | 24164070170544245419533 | STRCHAU CTRG 15722789 | 248-3452475 | 77. | \$331.40 |
| 6/18/2016 | 06/21/2010 | 24472680171380130775841 | DRAGO SUPPLY | 281-4717026 | TX | \$165.30 |
| 6/18/2010 | CE/21/2010 | 24472680171380130775658 | DRAGO SUPPLY | 281-4717026 | TX | \$220.40 |
| 6/18/2010 | 05/21/2010 | 24472080171380130775890 | DRAGO EUFFLY | 261-4717026 | 77 | \$1.7 |
| \$/18/20:0 | C6/21/2010 | 24692160169000767550470 | KALMART. COM | WAINART . COM | AR | \$309.9 |
| 5/20/2010 | 56/21/2010 | 24493980171003167852364 | ATTM 994015137 NET | 800-331-0500 | Gk. | 516.7 |
| 6/20/2010 | €€/21/2010 | 24493980171003107871535 | ATTM 874514615 NBI | 800-331-0500 | GA. | \$75.2 |
| 6/20/2010 | €€/21/2010 | 24493980171003108127972 | ATTM 934549850 NBI | 800-331-0500 | GA | \$25.8 |
| 6/20/2010 | 05/21/2010 | 24493980171003108269352 | ATTM 287020453364381 | \$00-331-0500 | GĄ | \$30.85 |
| 6/19/2010 | \$6/23/2010 | 244927901731180000157644 | LEE DEVICE SOLUTIONS | 713-2271201 | TX | \$16.75 |
| 6/19/2010 | 66/23/2010 | 24492790173118030159287 | LEE DEFICE SOLUTIONS | 713-2271201 | 72 | \$109.2 |
| 5/19/2010 | C6/73/2010 | 24492790173112005160301 | LEE OFFICE SOLUTIONS | 713-2271261 | TX | \$76.7 |
| 6/19/2010 | C€/23/2010 | 24492790173118000160707 | LEE OFFICE SOLUTIONS | 713-2271201 | TX | \$13.23 |
| 5/15/2010 | 06/23/2010 | 24492796173118000162067 | LEE OFFICE SCLUTIONS | 713-2271261 | TY | \$16.5 |
| 6/22/2010 | CE/24/2010 | 24472680174380187388196 | BRASO SJEFLY | 281-471702E | TX | \$121.22 |
| 5/22/201C | 66/24/2010 | 24707800174980146462926 | SPORTS TELEVITED | 610-994-9690 | PA | \$12.5 |
| 6/23/2010 | 26/25/2010 | 24351780174477897540177 | SES PORLEMINE | 800-9373462 | CT | \$190.22 |
| 6/24/2010 | \$6/28/2010 | 24492790176118000183383 | LEE DEFICE SCLUTIONS | 713-2271201 | TS | \$5.1 |
| 6/24/2016 | 16/29/2010 | 24492790176118000185412 | LEE OFFICE SOLUTIONS | 713-2271201 | TX | \$44.30 |
| 6/25/2010 | \$6/23/2010 | 24164070177944245522953 | ZIFICRS CING 15222789 | 248-3452475 | 7.5 | \$126.5 |
| 5/2€/201C | 26/29/2010 | 24472680172380151411311 | DRASO SUPPLY | 281-4717026 | TX | \$112.6 |
| 6/26/2010 | \$6/28/2010 | 24472680178380151411329 | DRAGO SUPPLY | 281-4717026 | TX | \$27.00 |
| 5/25/2010 | 26/28/2010 | 24472680178380151411345 | DRAGO EUFFLY | 281-4717026 | TA | 63.3 |
| 6/29/2010 | 07/01/2310 | 24472680181380197591562 | TRASO SUPPLY | 281-4717026 | 372 | \$66.22 |
| 6/29/2016 | 27/61/2010 | 20072680121380157591590 | DRAGO SUPFLY | 281-4717026 | TX | \$137.7 |
| 6/29/2010 | \$7/\$1/2010 | 24472680181380357591806 | LRAGO SUPPLY | 281-4717026 | TX | \$121.22 |
| 6/29/2010 | 07/01/2019 | 24472680181380157591616 | DRAGO SUPPLY | 281-4717025 | TX | \$137,75 |
| 7/01/2010 | C7/C5/2010 | 24692190183538062174669 | LEE OFFICE SOLUTIONS | 713-2271201 | TX | \$182.3 |
| 7/62/2010 | 07/05/2010 | 20164070184944275413625 | 21P750 CTM 15222789 | 248-3452475 | ** | \$323.64 |
| 7/02/2010 | C7/C5/2310 | 24692150183060112129246 | MAR MURTHERN TODL | 800-222-5351 | 101 | \$1.405.24 |
| 7/03/2010 | C7/CS/2010 | 24472680185380133089785 | DRASO SUPPLY | 781-4717026 | TX | SE1.01 |
| 7/03/2010 | 27/05/2010 | 24472680185380133888792 | DRAGO SUPPLY | 281-4717026 | 72 | \$271.6 |
| 7/04/2010 | \$7/65/2010 | 24692150185600300906972 | SPRINT WIRELESS | 800-639-6111 | 00 | \$285.51 |
| 7/05/2010 | 27/27/2020 | 24110590187556450301942 | METROCALL/ARCH WIRE | 800-611-8488 | YA | 6154.13 |
| 7/03/2010 | C7/CS/2010 | 24492790186118000138573 | LEE OFFICE SCLUTIONS | 713-2271201 | TX | 33.80 |
| 7/08/2010 | 07/08/2010 | 24692160189000897356595 | SPRINT WIRELESS | 800-639-6111 | 00 | \$135.24 |
| 7/07/2010 | 67/69/2010 | 24492790189118000145064 | LEE OFFICE SOLUTIONS | 713-2271201 | TX | \$6.63 |
| 7/07/2016 | 07/03/2010 | 24492790189118000145864 | LEE OFFICE SOLUTIONS | 713-2271201 | XT | \$26.00 |
| 7/08/26:0 | 07/03/2010 | 24592160189660520936943 | RED ENVELOPE COM | 877-733-3663 | Gå | \$52.46 |

" Cash Advance Linst is a portion of your Total Credit Line "" Available Cash Line is a portion of your Available GroupLine

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Page 2 of 3

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4000**unt Harrise** X222X-7203X-32159-6525 Statement Onte 07/12/2019

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| NOTICE MEMO | TENES LIST | ED BELOW | | | | |
| 07/08/3010 | 07/12/2010 | 24492790190118000156301 | LER OFFICE SOLUTIONS | 713-2271301 | 776 | \$10.47 |
| 07/08/2010 | 07/12/2010 | 24492790390118000150897 | LES OFFICE SOLOTIONS | 713-2271201 | | \$32.45 |
| 07/08/2010 | 07/12/2010 | 2449279019011000153016 | LEE OFFICE SOLOFICES | 713-2271201 | | #58.00 |
| 07/08/2010 | 07/12/2010 | 24492790190113000156142 | LEE OFFICE SOLUTIONS | 713-2271201 | 738 | \$0.97 |
| 07/08/2010 | 07/12/2010 | 24492790190118000157435 | LEE DEFTCE SOLEFICES | 713-2271201 | 7% | \$38.19 |
| 07/08/2010 | 07/12/2010 | 24492790190118000157470 | LEE OFFICE SOLDFICHE | 713-2271201 | 2% | \$41.48 |
| 07/09/2010 | 07/12/2010 | 241640701919462454665308 | 1191680 CHES 15322789 | 248-3462475 | 735 | \$318.98 |
| 07/09/2010 | 07/12/2010 | 24472680192380446519568 | URABO SUPPLY | 261-473.7024 | 770 | \$63.82 |
| 07/09/2010 | 07/12/2010 | 24492790192118000150431 | LEE OFFICE SOLOTIONS | 713-2271201 | 4.4 | \$30.55 |
| 07/09/2010 | 07/12/2010 | 24492790392133000162544 | THE OFFICE SOLUTIONS | 713-2271201 | 14 | 84.72 |
| 07/09/2010 | 07/12/2010 | 24492790192118000162890 | LEE OFFICE SOLUFICES | 713-2271201 | *** | \$14.43 |
| 07/10/2010 | 07/12/2010 | £4472680130 X60133456347 | DRAGO SUPPLY | 281-4717026 | 72 | \$107.68 |
| 07/10/2010 | 07/12/2010 | 24472630392380393454855 | LPAGO SUPPLY | 281-4717026 | 72 | \$94.44 |
| 07/10/2010 | 07/12/2010 | 264726001900101103414103 | DRAGO SUBELY | 261-4717026 | 707 | \$124.80 |
| ******** | | | OTAL ANDUNT OF MEND ITEMS | | | \$10.957.56 |

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Page 3 ef 3



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Information About Your Citibank Corporate Card Account

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in the fatur plants give us the following information:

- Your name and account number. For contrally billed Company Accounts the Company name and Individual account number.
- · The deliar amount of the suspicied error
- Description that exercise and explain the relation for the events; if more information is needed about an item, places dispation into us.
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Account Requests

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| yment coupon Please cut erong parfon money order payable in U.S. dollars on money order No cash please. Do not s | att 5 bank to Obbank | Include account humber of | | |

CITIBANK CARD

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write 1-808-248-4555 Citibarth P.O. Bux #125 Shuzz Falls, 8D 57117 For customer service call or :

Send payme nta to: Citibanik P.O. Box 183173 COLLINEUS, OH 43218-3173

COMPANY SUMMARY

| 111-18-0- | | Presidence | Alection | Crailin | Purchases | Charges | Calence . |
|----------------|-----------------------|-------------|----------------|-------------|--------------|---------|-------------|
| Company Totals | Furchases Advances | 24. | | | \$217,92% 71 | | |
| | TOTAL | 6114,088 53 | . \$368 314 53 | . 45 243 81 | \$217 A21 73 | | Sec. 24. 44 |

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| | A RJin | Provinces Conternet | - | - | Purchases | intertet Company | New |
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Page 1 of 46



Statement Date 07/12/2010

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| | A 3cm2 -XXV2-4435 | Previous Selance | Payments | Credits | Parchages and Advances | Interest Charges | New Balance |
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| Louis Statester | Advances | | | | | | |
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COMPANY BOOKKEEPING DETAIL 1111-1940-4642-1478 THEFT Menority Luna CashLowe Available Credit Line Available Carts Later* \$2.300,005.20 \$3.05 \$2.310 20.00 3de Care Post Date Deterence Shamor Tupo of Arming Total Amount 06/14/2414 06/18/2910 74006560266166818909963 INVESTIGATION - THERE THE \$50, 963.35 Pf 06/21/2434 05/22/2629 74 4465403 73173 827409458 PAYMENT RECEIVED -- TRANK TOP \$54,360.69 PT 46/28/2414 06/29/2014 74 ORASOCIOLINOWIDSCONED INVESTIGATION - TRANS. TOT. \$51, 255.15 PE ar /86/2010 at 147724724 TABLETARY MALEAN TA LORDIN FAVORET PECETVED -- TRAIN YOU \$72,727 15 54

WOMDUAL CARDHOLDER ACTIVITY

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| 06/20/2020 | 06/21/2018 | 24493960575079207824185 | ATTR SELECTION SEL SO-130-0500 CE. | \$78.36 |

Pige III of 45

"Cash Advance Lines is a portion of your Task Monthly Lines

** Available Cash Line is a probail of year Available Chick Line

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Cornery Access Martin 1111-1990-0002-1470 Statement Date 07/12/2010

NOMBUAL CARDHOLDER ACTIVITY

| | | | TOTAL PORCHAES/ADVANCES/CRED:TO | 379 34 |
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| herandette A | Poch | | 1111-1113 | -1182-150 |
| Monthly Lense | | Cash Lunst | | |
| \$36,0 | 05.00 | 36.00 | | |
| Sale Date | Post | Raterence Number | Types of Access | Amount |
| 06/20/2010 | 06/21/2010 | 24193360171003104091648 | ATTN #24060760 381 600-331-0500 GA | \$88.63 |
| | | | TOTAL PERCHASES ADVANCES (CREDITS | 589 63 |

| lass 3 Mares | aoa | | 100(-) | TTT-IT#2-150 |
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| Montan | ly Limit | Cash Lymin | | |
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| 05/24/2010 | 06/15/2010 | 34201980165100803707533 | BON JOOR DELT SEUSTON TE | \$931 76 |
| 06/14/2010 | 06/15/2010 | 24301980165100043707604 | and forth their second the | \$337 74 |
| 06/28/2010 | 06/29/2010 | 74497680174694007916936 | MINISHOR / ROTEL RID DE JUNEIR | 51.504 65 |
| | | | (PORETON CORRENCT) 2.654 44 BRL (JOATE) | 1 764160 |
| 07/01/2010 | 07/05/2010 | 74411710183012484060895 | CARA SUITES HOTEL & CONFR CLAXION BAY | \$3.412.06 |
| 07/04/2010 | 07/09/2010 | 24417660199422201,078254 | HTHEREOR / ROTEL KIN DE JUHETR | \$207.66 |
| | | | (FOREIGH CURNERCY) 363.14 BRL (FATE) : TOTAL FURCHAGES/AUMANCES/CREDITS | L.746876 \$4,292 49 |

| Months | y Lerak | Cash Lmit* | |
|--------------------|-------------------|--------------------------|---|
| 53 n n | | 20.00 | |
| Sale Date | Post Dele | Raferance Number | Type of Activity Amount |
| 06/10/1010 | 06/16/2010 | 34177760162800462596722 | LANTERIA PICLERIA E IRAVENARUE \$146 92 (FOREIGN CURRENCY) 120 00 EUR (RATE) 0.816776 |
| 06/10/2410 | ee/20/2010 | #177700142600462699173 | STRELL RESTAURANT 'S GRAVENGAGE. SE ST (FORS)EN (URRENT) 7 60 FUX (BATE) 0 816800 |
| 06/10/2010 | 06/16/1010 | 74177760142000442022742 | SHELL 20014 5 CREATENCE SI 48 (FORMICH CURRENCY) 3 00 FUR (MATE) 0 515220 |
| 06/11/2010 | 06/24/2010 | 76177760164 000663752843 | SERATIANO S GRAVENDARE S140 b0 (PORELON CURRENCY) 155.00 207 (PATE) 0 816764 |
| 06/12/2010 | 06/34/2010 | 34177760268.00D463836752 | STRICTPREFICE ATTRACTOR CRAVEDWALE \$1.197 94- (FOREJON CORRENCY) 950 LO EDR (PATE) 0 816758 |
| 061751507 <i>6</i> | 66/16/2010 | 74392640463623181052286 | HAS SCHIPHOL 54 64. (FOREIGE CTRADUCT) 7 35 DUR (FRATE) 0 616440 |
| 04/11/2010 | 06/16/2010 | 74177760166000465111277 | CONNECTION TAXY SERVICES MEDICALARD 538 SO (MORELIGH CURRENCY) 73.00 KUR (MKTK) 0 BOSIGO |
| 06/20/2019 | 06/21/2010 | 24693980272003207662031 | ATTN 985990226 381 800-131-0508 GR 546 80 |
| 06/11/2010 | 06/22/2020 | 24907630272236022000147 | TAXI CARE .S-CHAVERHAGE \$48.50 (PORTION CORPORT) 31 TO SUR (RATE) 0.797630 |
| 05/07/2010 | 06/24/2010 | *244650027602263676924 | Distinging if a de cana (internation \$35 eff (portion consist) 21, 67 eff (pratic) 6 effs20 |
| | | | (POARIGN CORPORTS) 38 TO FUR (RATE) 0 797430 Distingues of the convertigation of the con |

| Sollin & My | 4= | | | ERE-IER-1282-1534 |
|--------------|--------------|-------------------------|---------------------------|-------------------|
| | NY Lener | Cash Lune" | | |
| Sale Date | Post Data | Reterance Number | Type of Adwely | Amount |
| 06/21/2019 | 06/54/2010 | 24023350243010127923935 | FAR HALL GRADED RAFIED H: | 25 - 61 |

*Cesh Advance Limit is a pomon of your Total Monthly Limit

** Available Cash Line is a portion of your Available Cradit Line

Page 17 of 46

Continued on read page



Company Advant Harton 1112-1944-4482-1478 Statement Date 07/12/2010

INDIVIDUAL CAROHOLDER ACTIVITY

| 96/20/2014 | 06/30/2010 | 24036210180246309004528 | CONTENENTS: COSTOCIA DEVICE FEDERAL AT | \$689 32 |
|------------|-------------|--|---|------------|
| | | | Fullmamalsis DEPARTURE. 07/28/2010 | |
| | | | GOT OD T LAH CD V GRS. | |
| 06/29/2010 | 17/02/2020 | 36300000000000000000000000000000000000 | SMELL OIL \$7442002007 GROMD SAFIETS MI | 354 00 |
| 16/26/2019 | \$7/01/2018 | 2621000131540422020003 | SHELL GIL 57442002002 CRAND RAPIES NI | \$206.00 |
| 05.23/2010 | 07/01/2010 | 2632605026256664220051950 | SWELL OIL STAAD002002 GRAND ADDIDE HI | \$140,00 |
| Se/27/2010 | 47/02/2014 | 3630000001805686000005* | SWELL OIL 57442002002 ORNEL SAFIES MI | \$100.00 |
| 06:29/2010 | 57/61/2010 | 34354050352544425000954 | STATL SIL ST442002002 CRAND RAPIDS MI | 5500 00 |
| 06/29/293A | 07/01/2010 | 063140500 KT 568404000164 | STATES OIL 57442002002 GRAND RAPIDS MI | 525:00 |
| 05/22/2010 | 67/32/2014 | 24-19-121014224-51/2125-19 | CNITED AIR 01-7699726392 PRODUK AZ | \$150.60 |
| | | | Fullmanet#67 DEFARTORS: 06/22/2010 | |
| | | | Deer Shig Calle | |
| | | | TOTAL TORONADES PRINTINGS / CREDITS | \$5.229.67 |

| ian A Benally | V. | | IIII-III | L-II82-1533 |
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| Morate | IN LINK | Cesh Love? | | |
| \$20.0 | 00.00 | \$3.00 | | |
| Sale Date | Post | Beference Manther | Type of Activity | Amount. |
| 06/20/2010 | 06/21/2010 | 24492980272903308908735 | ATTN 515559627 520 800-331-0100 CL | 550 03 |
| | | | TOTAL PERCHANES (READINESS / WED STS | 552.03 |

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| Startung Later | | Cash Limit So os | | |
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| Sele Celv | Past Date | Belevence Namber | Type of Activity | និតាយរាជ |
| 06/24/2920 | 06/26/2000 | 12436210276246900016987 | CONTREMENT. 0057500425658 PROBNER A2 | \$756 00 |
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| 66,75 C/2028 | 07/02/2010 | 54-03623 0282 546 300-076723 | UNITED AIR OLCODORONS PROMIE AS | \$747 35 |
| | | | Fullmane1422 BEERSTOR: 07/05/2018 | |
| | | | LAN TOA H GED TOA S LAN | |
| 14/20/2000 | 0-10-120-0 | 36737154C8235182:747770 | INTERCONTINENTE. MITTE, MATTER TO | \$177 TS |
| #*/02/2 m.a | 07/05/2920 | 24 034210164 246 595013 665 | CONTINENTIAL DOSTODINTORSO PROBALI AL | 5273 54 |
| | | | Fullineme6396 DEFARTONE: 07/13/2010 | |
| | | | LAN CO H ANT CO Y LAT | |
| 57 107 /2920 | 07.Jea/20.0 | \$00810000000000000000000 | CONTRUENTAL 0057903649282 PROBNIX AZ | \$1,194 20 |
| | | | Pulimane2293 DEFARTURE: 07/33/2010 | |
| | | | IAN CD 5 105 CD 5 IAR | |
| 51/47/2015 | \$7/08/2010 | 24076220196246400018326 | CANTERDATE, 0057803643335 PROMITE AZ | \$607.39 |
| | | | fullmamel697 pittariori: 07/11/2010 | |
| | | | 15M CD R OFC CO R 3AM | |
| | | | TITTEL PROFILES ATUNKERS / TRAILES | \$1.754.11 |

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| \$20.0 | iona wa | SD TWO | | |
| Sale Date | Post Zhera | Referance Remitter | JADAR II. ACTIVITY | REGEDA |
| 06/21/2020 | 06/14/3010 | 74 523 5401 64 25203 32424 50 | SHANNY 5 SELEVENY GPHS MARATI CITY (FORETON CORRENT) 785 DO 1440 (RATE) | \$17 92 46 3 22234 |
| 06/13/2013 | 06/15/2020 | 74 482760345356827505856 | NARATE SHARE RELEASE FARATE (PORE)(A) CONSERCE) 270, 75 PHP (SATE) | 12. 412 ce1062.34 |
| 06/22/2010 | 06/14/2010 | 769023660.69256013409428 | NARATI SHANG NOTEL NARATI (POREIGO CORRENT) 217,499.75 REF 194 | 56.233 42 EE) 46 122310 |

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Page 19 of 46

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Information About Your Citibank Corporate Card Account

- Report a Lost or Stoken Card Remarkative Out talophone lines the open every day, 24 hours is day. Call the Cardonas Service taleptone remove specified on the frend of the statement for Directory Assistances for the number to report a lost or stolen Caliburk Corporate Card.
- Credit Reports: The Bank may report Account information to credit baseaus. Late payments, missed payments, or other defaults on the Account may be reflected in your credit report.
- Cardinatable Credit Line: Each Dardownition hos on individual Credit Line
 (a posters of which mary too issued for Dardh Altranasse), which is then cardinner
 mmaned what thes Dardhmerther can change at any time. The sizes of each
 Certimanities's Cassid Line (and Cerch Line), it say), is determined by the
 Campany and is a polition of itsuid Central Line).
- To increase or Realfocate a Company or Cardinator Credit Line: The Company may request changes to frank lines by conducing Disbank Company (and Card Casting): Savings: Out line lines by conducing Disbank (and card casting): Savings: Out line indeplace have an an open rough day, 20 hours a day of the Indeplace number specified on the hort of the statement.
- Asthibional Cardiometases: The Company may sequent applications for additional Castrometars by collecting Calibratic Corporate Card Service. Dari telephone langs are going every day 24 hours r. day at the calabilities number specified on the total of the stellar-tent Limit over Calibratic Corporate Card and Confrommeter
- Poperandia: Practice of their sufficient mailing time 31 controls preprinted using mail. Plausies write your account namber on the field of the black. For cathetaly black discoulds, plaesa, tes parts and on Congany check as preprint for all Contention tablemating. Them ency for a labely of up to 5 they in possible party mails and a it is bracken on the final mail markets being in possible party and its mail is a bracken. OH states being the relevance and each of the black of the check of the place of the

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- The Dardmenther's Cash Advance Limit is a pert of the Cardmenten's Tetal Credit Line, it is not up achilizated line of credit.
- For Cash Advances from ATMs, a support Portooral Identification Number (PIN) is required for security parables.

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Account Inquiries

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In the later please give us the following Information:

- Your name and account number. For centrally billed Company Accounts, the Company name and Individual account number.
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In the letter to us, please explain to detail the dispute and the results of the alternal to resolve it with the nectourk. The letter nucl include the amount involved, and must be signed by the individual Cardmenter. We will notify you of the results of our effects.

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Account Requests

| | CHANGE OF ADDRESS OR TELEPHONE NUMBER |
|---------------------------|--|
| Street Address | |
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| Hame Phone | Business Phane |
| | CREDIT BALANCE REFUND REQUEST |
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| Refund partial amount | S (autilitional charges are still outstanding) |



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5. CCRS Sample Reporting Package Citibank Custom Reporting System (CCRS) Standard Reporting Package

Treasury and Trade Solutions





1

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| Getting Started |
| Business Scorecards |
| Delinquency and Audit Reports |
| Merchant and Suppliers Reports |
| Travel Reports |
| Transaction Reports14 |



Overview

Citi Custom Reporting System (CCRS) is a sophisticated tool that provides Clients with the capabilities to create complex and custom reporting based on hundreds of data attributes and metrics to optimize management of their Citi Commercial Card program. Not all end users within a given Client, however, need the full range of features or functionalities that CCRS offers; in some cases, a basic set of standard reports will suffice or Is actually preferred.

With these users in mind, Citi developed the CCRS Standard Reporting Package, a predefined set of reports targeted toward all but the most sophisticated end users. The reports contained in the standard package are built to be globally consistent and more intuitive to use, while still allowing for customization and other features, such as Cycle Based Subscriptions, determined by the specific Client or user entitlements in place today.

Citi launched the Standard Reporting Package which includes some 20 reports intended to meet multiple end user needs, including:

- 1. Business Scorecards for high-level summary reports on key Program metrics
- 2. Delinguency and Audit Reports
- 3. Merchant and Supplier Reports covering non-travel vendors
- 4. Travel Merchant Reports
- 5. Transaction Reports

lease note that the Standard Report Package does not add new data attributes or metrics to CCRS, and does not alter the data made available for reporting via CCRS. While Citi continues to work to enhance the underlying data we make available to clients, such efforts - including addressing any known issues - are separate and out of scope for the Standard Reporting Package.



Getting Started

A **Standards Report** folder is available from within the **Shared Reports** folder. Access to this folder and the reports is based on existing CCRS hierarchies and is available to all users within a participating hierarchy.

From within the Standard Reports folder there are five sub-folders:

- 1. Business Scorecard
- 2. Delinguency and Audit Reports
- 3. Transaction Reports
- 4. Merchants and Suppliers
- 5. Travel Reports

Refer to each section of this document for additional information about each category of reports.

| Citibank" Custom Reporting System | | | | - Childrenth cou |
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| Business Scorecard Owen Admittaty Todded: 19/1/2 255:38 Pre | Definquency and Audit Reports Owner: #Struct 200 Hoddled: 6(1):2 7:38:33 59: | | | |
| Merclants and Suppliers Over: Admits200 Toddled: 10/12 735/38784 | Transaction Reports Owner: 450mt8320 Hoddled: 10/12 7151-00 59 | | | |
| Travel Reports Owner: Admostston Hiddlind: 8/1/12 718-40 Per | | | | |
| | | | | |
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Business Scorecards

This category contains reports intended to provide Program Administrators with high-level reporting into key aspects of their Program performance and includes three reports:

- Total Spend Summary Report
- Current Balance Report
- Count of Cards Summary

Total Spend Summary Report: This report provides total spend including credit and cash transactions. This report excludes any Payments as well as purged accounts.

| Citibank' Custon | n Reporting System | b | | | | | • Contact W Welco | Cittigraup.com Help - Logov me Paul krymholg |
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| - | | _ | | | | | Data retu | Averag |
| Hierarchy Level 1 | Hierarchy Level 1 Hame | Hierarchy Level 2 | Hierarchy Level 2 Name | Country | Billing Currency Met | ics Total Transaction Amount | Count of Transactions | Transactio |
| | | | Nigeria | | HGH | 20,182,532.86 | 802 | 25,165.2 |
| | | | Russa | | RUB | 10,011,086.20 | 3,262 | 3,050.3 |
| | | | Pakistap | | PKR | 8.129,370.99 | 181 | 21,335.9 |
| | | | Rutten | | RUB | 7,652,733.31 | 2,437 | 3,140.2 |
| | | | Russia | | RUB | 7,266,975,69 | 1,892 | 3,840.9 |
| | | | Runsia Runsia | | RUB RUB | 7,921,044.61 1,461,549,44 | 1,305 917 | 5,300,1 4,665.4 |
| | | | Autos | | RUB | 4,179,419,39 | 1,066 | 3,920.6 |
| | | | United Kingdoot | | COP | 3,545,375.57 | 9,160 | 386.2 |
| | | | Limited Ar Credealas | de | AED | 2,534,235.53 | 767 | 3,330.1 |
| | | | Surana Swidzeila | nd | RUB CHE | 2,129,838.25 1,477,249.93 | 366 3,733 | 5,819.2 395.5 |
| | | | Sweden | | SEX | | 217 | 5.645.0 |



Current Balance Report: This report provides Current Balance and Count of Cards for all accounts by hierarchy; excluding any purged accounts.

| Cilibank" Custom Repo | uting System | | | | | + Contact We | -Cibyrouo 1941 - Hane - Lo Roime Raul Kristoh | igout |
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| Hierarchy Level 1 | Hierarchy Lovel 1 Name | Hierarchy Level 2 | Hierarchy Level 2 Name | Country | Billing Currency | Motrics | Current Balance | Cell |
| | | | Pakista | | PKR | | 9,423 768.49 | -12 |
| | | | Nigeria | | NGN | | 7,384,063,45 | 2 |
| | | | Russia | | 808 | - | 6,068,459.07 | 4 |
| | | | Russia | | RUB | | 4,417,956.49 | 3 |
| | | | Russia | | RUB | | 4,252,659,87 | 1 |
| | | | Russia | | RUB | | 4,203,900.46 | 1 |
| | | | Russla | | RUB | | 3,054,349.82 | 4 |
| | | | | | | | | |

Count of Cards Summary: This report provides the total number of cardholders, excluding any purged accounts.

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Delinquency and Audit Reports

This category is targeted towards users in charge of Compliance or Audit functions and includes three reports:

- Credit Limit Review
- Cardholder List and Profiles
- Delinquency Details Report

Credit Limit Review: This report provides total credit limit information, including cash and credit, both allocated and available. This report excludes any purged accounts.

| Citibruik: Custom Repu | arting System | | | | | | | | · Citizinal Cirl |
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| on Ann - U veren | ellen fism | • | W 8 558 2 | 1 (a.e.) | ∠ · ∆ | | = } | | , |
| + + 2 1 + 5 of the unit + H | | | | | | | | 241410 1.1.51 M | 1245 Dala sikining |
| illerariby Lavel 1 | Hierarchy Hierarchy Level 2 | Lovel 2 Name (Short) Account | Country | Ассыил | Status | - Billion | Card Limit | Available Matrice | Current |
| | | | Philippines | • | Open | - | 2000000 | 2473695 | 3,167,303.64 |
| | | | Singapore | c | Open | SGD | 4400000 | 4124263 | 429.559.29 |
| | | | Australia | ¢ | Open | AUD | 550700 | 302619 | 250,944 18 |
| | | | Japan | c | Open | INV | 10000000 | 17530190 | 140.500.00 |
| | | | Philippines | c | Open | PHP | 21250000 | 21279470 | 05 771 35 |
| | | | Singapore | c | Open | 560 | 0500000 | 0409703 | 60.902 71 |
| | | | Kang | e | - | HRO | 972675 | 964173 | 10,104-40 |
| | | | Shanpare | c | Open | 560 | 3750000 | 3743197 | 0.572.72 |
| | | | Australia | c | Opvu | AUD | 240000 | 215611 | 7,195.44 |
| | | | Zenland | ¢. | Орен | NID | 150000 | 159317 | 2,970.90 |
| | | | Japan | ¢ | Open | 30.6 | 62000000 | 0100000 | 2.000.00 |
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| | | | Australia | ¢. | Open | AUD | 140000 | 159240 | 950 94 |
| | | | Philippines | c | Open | PHP | 2000000 | 3598562 | 391.00 |
| | | | Malaysta | 0 | inner. | NYD | | | |



Cardholder List and Profiles: This report provides card-level information such as the Cardholder's name, billing address details, credit limit, among others. This report excludes any purged accounts.

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Delinquency Details Report: This report provides details on accounts in delinquency status by hierarchy.

| C Ch CIENCES | Compared Card | Stortro Subin | Shared Reden | N > Slandard i | innorth > Othing | ACCU NOS ALS | ttReports > Oeli | nquency Det | alla Report | | | | | Gen | chi Seau | 0h |
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| | | | 1.20 | Open | Switzerland | CHF | 30000 | 3,593.73 | 1,442.46 | 1,134.36 | 308.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | | Clased | Belglum | EUR | 15000 | 6,720.93 | 2.45 | 2.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | | Open | Belglum | EUR | 15000 | 6,720.93 | 2.45 | 2.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0,0 |
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| | | | | Dpen | Belgium | EUR | 15000 | 2,995.25 | 4.34 | 4 34 | 0.00 | D.DO | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | | Lost/Stolan | Belgium | EUR | 15000 | 2,995.25 | 4.34 | 4.34 | 0.00 | D.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | 1 | Open | Belgium | EUR | 15000 | 4,474.45 | 3,061.25 | 3,051.25 | 0.00 | D.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | | Lost/Stolen | Spalo | EUR | 15000 | 3,671.34 | 910.74 | 910.74 | 0.00 | 0.00 | 0.00 | 0 00 | 0.00 | 0.0 |
| | | | | Open | Spain | EUR | 15000 | 3,671.94 | 910.74 | 910.74 | 0.00 | 0.00 | 0.00 | 0 00 | 0.00 | 0,0 |
| | | | | Last/Stolen | Spain | EUR | 15000 | 3,671.34 | 910.74 | 910.74 | 0.00 | D.00 | 0.00 | 0.00 | 0.00 | 0,0 |
| | | | | Open | Germany | EUR. | 10000 | 514.55 | 85,93 | 85.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | - | Closed | Germany | EUR | 10000 | 514.55 | 85.93 | 85.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | | Open | Germany | EUR | 10000 | 0.39 | 0.39 | 0.00 | 92.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | | | dnen | Germany | EUR | 10000 | 3,075,23 | 495.24 | 461.09 | 35.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |



Merchant and Suppliers Reports

This category provides a breakdown of Client spending across all merchants, and is a helpful source of data for category or commodity sourcing managers and Clients that have Purchasing Card, One Card, Virtual Card Accounts (VCA), or Buyer Initiated Purchasing Card (BIPC) programs with Citi, and includes three reports:

- Spend Summary by MCC
- Spend Summary by Merchants
- Transaction Spend Details by Merchant

Spend Summary by MCC: This report provides a breakdown of spend by Merchant Category Code (MCC).

| Citibank' Custom Reporting System | | | | < Chigaup com |
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| PAGE 4 Report Fast Fact: | | | | 1, |
| 4 4 1 2 of 2 populs) > N | | | Oas | a rowa: 1 - 50 of 97 Cata colorins: |
| MCC Description | | ryPelie Total Amount (Nilling Currency)) cont of te | antacilansity | |
| 5719Miscellaneous Home Furnishing Specialty Stores | IPHP: | | | |
| | | 435,811.50 | 2 | 217,903.75 |
| 7011Lodging - Hotels, Motols, Rosorts - Not Elsewhere Classified | PHP | 316,720.90 | 20 | 156,360.00 |
| /01 ilLodging - Hotels, Motels, Resorts - Not Elsewhere Classified 1964:Direct Marketing - Other Direct Marketers - Not Elsewhere Classifie | ене Фене | 316,720.00 294,000.00 | N.N. | 156,360.00 |
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| 7011LGdging - Hietels, Natolis, Rospirs - Not Elsewhere Classified SPGDPact Marching - Other Direct Marketers - Not Elsewhere Classifie 1215Courier Services 909 Invalid MCC Code 411LGrozery Stines and Supermarkets 1012Eating Places, Rattourants 1012Eating Places, Rattourants 101 | PHP OHP SGD JPY PHP PHP AUD PHP SGD AUD PHP SGD AUD PHP SGD AUD PHP PHP SGD AUD PHP PHP | 314,720,60 394,000,00 244,710,50 205,430,00 145,790,05 120,439,07 100,720,52 62,011,70 74,350,53 33,927,55 33,927,55 33,927,12 33,000,00 23,214,50 | 50 28 19 141 21 21 2 | 156,360.00 284,000.00 120,87 4,189,40 5,205,77 6,338,86 3,206,27 10,822,80 842,76 10,822,80 802,31 11,176,04 33,200,00 |
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Spend Summary by Merchants: This report provides a summary of spend at top non-T&E vendors.

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| w report/document has been added to the Histor | | | | | | | |
| n. Leborh opchimelus Las peeu social (o Die Wetou | V LAC | | | | | | |
| Clean Merchaol Name | NEC | MCC Description | Corrency | MADE- | Lotal Amount (Hilling) Cornen y). | Count of Ave | rhage Fransaction Amount |
| VIS RENT-A-CAR L | DOD AVIS R | ant A Cor | TEY | | 344,814.00 | 1 | -344,814.01 |
| AVI8 LYON | 3389 Avis Re | the state of the s | JPY | | 250.916.00 | 1 | 256,910.0 |
| IONEWOOD SUITES HARTFORD | 975 Litomuy | | JPY | 1 | 229,729.00 | 1 | 57,432.2 |
| FO MERIDIAN INFRAMINI | 2011 Lodgin | g - Hotels, Motels, Resorts - Not are Clossified | INR | | 126,198.00 | 4 | 31,649.5 |
| DANTAS | 3012Qantas | | AUD | | 125,335.80 | 215 | 582.9 |
| Four Polnis Shuraton A | 7011 Lodgin | g - Hatels, Motels, Resorts - Not New Classified | PHP | | 119,256.63 | 1 | 119,256.6 |
| 101100003058/NO 9 2ND A | | lat Institutions - Antomatad Subursamants | 3PX | | 61,552.00 | | 40,776.0 |
| rovel Agencies and Tour Operators | 4722 Traval | Agencies and Tour Operators | TIKD | - | 66,269.50 | 27 | 2,454.4 |
| EBIDENCE INNS COBTA M | 3703Rasido | nce Inn | INR | - | 62,192.69 | 2 | 31,096.3 |
| REMIER LIMOUSINE | 4121 Toxical | bs and Limousines | 304 | - | 50,252.00 | 2 | 30,131.0 |
| Singapora Airlines | 3875Singop | | 800 | | 52,145.20 | 33 | 1,560,1 |
| HERATON TOWERS | 3503Sheret | on (Shoraton Hotels) | PHP | | 51,646.69 | 4 | 51,646.6 |
| REMIER BUS LINES, INC. | 4121 Toslca | us and Limousines | JUY | | 41,560.00 | 1 | 41,560.0 |
| IVATE | 3640Hyott | Hatuls | INR | | 41.095,60 | 1 | 41,095.6 |
| | 7011 Lodgia | g - Hotais, Motals, Resorts - Not Iora Classified | | | 40,975.00 | | 40.975.0 |



Transaction Spend Details by Merchant: This report allows an end user to review the spend at a specific merchant.

| | | A) \$26 | | | | | 90089 93 6- <u>2</u> - | | | | | | antiadana 63 | CI PRESE IS |
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| | Other | | ISTANSUL | NY. | 1155988889 | ALU | 584830898 | - | Purchase / | 010 | Utb | 0/2/2013 | 1/4/1011 | 1 7.54 |
| Caltrers | Hiber | | MINNEAPULIS | HEH | 53-1178886 | USA. | | | Parabase | USD | U10 | #/5/2013 | B/T, Matrixs | |
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| Lufthana a | Other | (< 10) | PHOSINEAT | MY. | | USA | 148475933 | | Porthese | 050 | | | | 14.87 |
| Korsan | Other | | PHOENIK | AZ | 480450000 | AZU | 43-0054707527 | 1 | Purchase | liso | UCD | 8/2/2011 | 6/5/2813 | 29,73 |
| | Other | | PHOENIX AZ | NT | | USA | 148415935 | - | Porchain | 810 | 050 | 1/12/2813 | #/14/2053 | 25,92 |
| Uritish Almanys | QBuer' | | 04 17 14 3 17 4104 | NY | 113700000 | IISA | 58949582 | | Purchase | USD | 01.0 | */23/2015 | #/>2/2018 | 7,38 |
| licenhern | 0 ther | | BRANGHAS | | 2000000 | EBN | ##d600#312#¥7## | | Phirchase | 4 \$0 | 050 | 8/7/2013 | 8/9/2019 | 1,69 |
| Unairente Sarvicas - | Other | | 861-617-0200 | EA | 925739880 | 01A | 193576684293534 | | Parchase | Deu | USD | 4/4/2013 | 8/8/2013 | 3.89 |
| teectal Trade Cantractors Net Net Classified | Other | | **3-*701**22 | LA | 784408080 | USA | 9071380929 | 882020181 | Purchase | FRD | ABD | 7/21/2011 | 6/1/2013 | 9,42 |
| | | | INANGUAT | | | £115 | 828391788A | | Purchase | vio | CN7 | e/9/2853 | 8/57/2822 | 21,60 |
| | Kornan Arthon Arthons Unföhnas Unföhnas Unföhnas Heisty, Wohle, Nor- Recents Not Usebhars Usebhars Usebhars Usebhars Usebhars Usebhars Usebhars Usebhars Usebhars Usebhars Usebhars | forward Dinar dufaca Dinar dufaca Dinar dufachan Dinar durachan Dinar dufachan Dinar dufachan Dinar dufachan Dinar durachan Dinar dur | Forward Cultopics Dittore Cultopics Othere Cultopics Othere | Remen Diter PHΔEA 1R CutRenum Other PHDEA 1R CutRenum Other PHDEA 1R CutRenum Other PHDEA 1R CutRenum Other Other 2017/3X AR CutRenum Other Other 2017/3X AR CutRenum Other Other Seatter CutRenum Seatter Creating CutRenum Seatter CutRenum Seatter Seatter CutRenum Seatter Seatter CutRenum Seatter Seatter CutRenum | Kernan Ditar PROENTX A2 Luffbanza Offen CHOREYSAZ AV Luffbanza Offen CHOREYSAZ AV Luffbanza Offen CHOREYSAZ AV Luffbanza Offen CHOREYSAZ AV Malanza Offen CHOREYSAZ AV Malanza Offen CHOREYSAZ AV Malanza Offen CHOREYSAZ AV Malanza CHOREYSAZ AV AV AV Malanza CHOREYSAZ AV AV AV AV Malanza CHOREYSAZ AV AV 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Travel Reports

This category provides a breakdown of Client spending at merchants in key Travel & Entertainment (T&E) categories, including Airlines, Car Rentals and Hotels and will include seven reports:

- Airline Summary Report
- Airline Transaction Report
- Car Rental Summary Report
- Hotel Report with Property Location
- Hotel Summary Report
- Total Travel Spend Summary
- Travel Spend Summary by Purchasing Hierarchy

Airline Summary Report: This report includes a breakdown of spending by airline, including total transactions and average transaction size, for the time period selected by the end user. The report excludes any Payments by the Client to Citi as well as purged accounts.

| Citibank' Custom Reporting System | | | | | • Citigroup.com |
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| 3000 United Alrines | USD | 37,345.56 | 67 | 429.26 | |
| 1001 American Airlines | USD | 29,341.57 | 55 | 533.48 | |
| 066 Southwest Airlines | USD | 26,386.20 | 76 | 347.19 | |
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Airline Transaction Report: The report includes details of air-travel transaction for the date range selected by users. The report excludes any Payments as well as purged accounts.

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| | | | | L | Victor, 61 (VIE) | Zonich, Cit (ZRII) | VH | ENH | 1 | ¢ 117 | | EUR | 291.13 | 0.00 | 0.00 | 0.00 | 291. |
| | | | 4/17/2012 | , | | Zurich, CH (ZRH) | 777 | ZBH | \$ | EUP | C | EUR | 251.13 | 0.00 | 0.00 | 0.00 | 291 |
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| | | | 1/10/2012 | 1 | AT (SZG) | Trankfurt, DE (FRA) | 5Z6 | FRA | ₩ | DAN EUR | L I | tun | 283.05 | 0.00 | 0.00 | 0.00 | 292 |
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| | | | 12/5/2011 | 2 | | DE (FRA) | 777 | FRA | ₩ | EUR | ¢ | EUR | 279.46 | 0.09 | 0.00 | 0.00 | 278 |
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| | | | | 1 | Vienna, Al (VIE) | Hamburg, DE (HAM) | VIE | нлн | v | DAN EUR | C | EUN | 276.96 | 0.00 | 0.00 | 0.00 | 376 |
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| | | | | | DE (HAH) | Viacous, AT (VIII) | HAN | VIE | | 2023/EUF | ι. | EUN | 276.36 | 0.00 | 0.00 | 0.00 | 376 |
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Hotel Summary Report: The report includes a breakdown of spend by hotel for the date range selected, and includes transaction counts and average transaction size. The report excludes any Payments as well as purged accounts.

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| 3640Hyatt Hotels | USD | 112,416.32 | 31 3,911.33 12 9,451.36 | |
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| 1513Westin (Westin Hatels) | 450 | 36,402.20 | 3 12,134.09 | |
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| 15D1 Hollday Inns | USD | | 54 144.95 | |
| 3503 Sheraton (Sheraton Hotels) | 1150 | 7,116.32 | 17 418.01 | |
| 1590 Wynn Las Vegas | USD | 5,549.48 | 1 5,548.48 | |
| lééstiamatan Inn Hotels | 1/50 | 5,257.40 | 30 175.25 | |
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| 3604 Hilton Garden Inn 3690 Courtyard by Marriott | USD USD | 4,123.80 | 13 317.22 21 193.25 | |



Hotel Report with Property Location: This report provides a breakdown of hotel spend with additional detail by hotel property location. The report excludes any Payments as well as purged accounts.

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| | | | WOKINGHAM | | 00000 | GBR | GBP | | 1,539.90 | 9 | 173 |
| | HILTON . | | MANCHESTER | | 00000 | GBR | 602 | | 1,159.00 | 1 | 1,159 |
| | almonth in the | | 81698 395508 | | 00000 | GBR | GBP | | 897.20 | 5 | 179 |
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| | | | YORK | | 00000 | GUR | GBP | | 479.00 | 1 | 479 |
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Total Travel Spend Summary: This summary report provides total spend and transaction plume grouped by a Client's CCRS hierarchy, and the ability to compare the change in these data elements across two time periods.

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| - Bolins | | walels. | AUE | 191.983.64 | 1,334 | 143.92 | 30,430,01 | 208 | 144.30 | -141.05840 | -1.124.06 | 2.34 | -343596 | |
| | | alghern | SUM. | 1,797,522.25 | 3.801 | | 249.449.51 | 1.001 | | 1.417.87344 | 4 797.96 | 28.65 | | |
| | | d man half | DKK | 11,550.85 | 24 | 479.62 | 0.00 | 0 | | 11.510.01 | | 47962 | | |
| | 6 | ALL | 500 | 670.035.75 | 2.424 | | 109.483.30 | 187 | 111.13 | 560,417.45 | | -12.41 | 22675 | - |
| | | aland | EUR | 306.597.56 | 1,672 | | 78,253.51 | 378 | 207.27 | | | 23.90 | -74.50 % | |
| | | ally. | CUIL | 641,410.65 | | | 93,678.94 | 1.497 | 42.91 | 545,734.74 | | 8.04 | | |
| | | + thestends | 2158 | 279.430.21 | 1,473 | | 31.163.24 | 214 | 145.62 | -248.522.15 | (1,263.00 | -45.74 | 48.96% | |
| | \$ | artigal | FINE | \$42,71314 | 1,921 | 74.29 | 29.550.50 | 460 | 44.24 | 1121524- | 1,461.30 | 10.03 | 2529% | |
| | R | anessia. | REN | 7,450.36 | 9 | 272.26 | 90.0 | 0 | | 2,450.30 | 5,00 | 372.76 | #00.00 H | |
| urupa. | 5 | p sin | (UA | \$20,291.25 | 16,228 | 51.17 | 146,768.61 | 2,942 | 49.89 | -603.522.41 | -13/203.90 | -1.78 | -02.2246 | |
| Del | 5 | waden | SEK | 302,950,74 | 332 | 1.152.47 | 43.604.00 | 40 | 906.43 | -327,346.1 | 20.4.00 | 245.05 | -00.01% | |
| as to Be | | restroeland | 6100 | 1.098,063.30 | 3,701 | 296.91 | 214,368.71 | 893 | 363.64 | 002.193.55 | 2,304.46 | \$4.74 | | |
| Africa | | interd Ingdam | CBP | 1,237,153 75 | 6,884 | 17942 | 344,201.75 | 1,486 | 221.32 | -695,644.96 | -5,396.00 | 51.51 | -72.13% | |
| | | - | eum. | 1.222.941.11 | 10.441 | 118.18 | 275,042.61 | 2,424 | 113.61 | -958,058,50 | -6.01 100 | -6.59 | -77.65% | |
| | * | | AVB | 19.229.22 | | 1,478.84 | 1.200.00 | 1 | 600.40 | -10.05743 | -11-05 | -029.44 | -92.76% | - |
| | R | ussin | PUD | 203.741.21 | 472 | 1,934.78 | 192.297.01 | 65 | 2.342.89 | -251,454.21 | -407/00 | 428.17 | -82.18% | - |
| | | | PAND | F0.274.57 | , | 10.032.75 | 0.00 | 0 | | -90.29451 | -9.00 | -10,09275 | -100.00% | |
| | 18 | utha | RUID | 227.349.25 | 24 | 9,472.49 | 24.515.97 | 5 | 7,30117 | 100,033.35 | -1:0.00 | -2-18.941 | -93,94% | |
| Delwige- | | | | | | | | | | | 121111100000000 | | | |



Travel Spend Summary by Commodity Type: This summary report provides spend details grouped by commodity type - referred to in the report as **Purchase Groups** - such as Airlines or Eating Establishments. In addition, it provides an ability to compare two time periods to analyze and review the spend trends.

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| - | | (Range 4) | (Range 1) | (Range 1) | ERange 23 | (Range 2) | - Blenne 21- | Bange 11 | 2 v/s Rame 11 | - Ronge 1) | Hanue |
| | AED | 1,294,860.23 | 261 | 4,922.84 | 1,579,067.86 | 334 | 4,727.75 | 294,207.65 | 23 | -195.09 | 22.90 |
| E. | DKK | 11,140.71 | 9 | 1,237.96 | 7,638.71 | 40 | 1,273.12 | 4,309.01 | 37 | 35.26 | 30.85 |
| | NGN | 1,343,358.95 | 12 | 191,909.42 | 1,447,623.82 | | 180,953,23 | 104,265.85 | ar | -10,955,20 | 7.78 |
| | NOK | 51,075.03 | 34 | 1,525.74 | 85,843.00 | 51 | 1,693.20 | 33,968.00 | 17 | 157,46 | 03.49 |
| Airlines | PER | 44,893.39 | 6 | 7,492.23 | 70,442.72 | 11 | 5,403.88 | 25,549.33 | 5 | -1.078.25 | 56.91 |
| | RON | 4,076.27 | 3 | 1,350.76 | 790.61 | 3 | 263.54 | 1,265.69 | d | -1.095.22 | -80.60 |
| | RUB | 11,792,001.09 | 918 | | 13,230,063,94 | 1,028 | 12,859,71 | 1.438,062.05 | 210 | -1,545.0-1 | 12.20 |
| | SEK | 20,397.00 | 14 | 1,456,93 | 42,702.00 | 27 | 1,583.76 | 22,365.00 | 13 | \$20.85 | 109.65 |
| | USD | 3,058.09 | 4 | 767.02 | 1,625.92 | 4 | 405.73 | -1,401.17 | 0 | -360.00 | -46.97 |
| | AED | 10,633.62 | 8 | 2,079.23 | 21,637.57 | 19 | 1,139.82 | 5,003.75 | 31 | -940-41 | 30.06 |
| | EUR | 3,055.24 | 16 | 191.58 | 9,773.08 | 26 | 375.89 | 5,707.84 | 10 | 184.31 | 218.84 |
| Auto/vehicle | NGN | 210,723.58 | | 52,680.90 | 245,060.23 | 9 | 30,757.53 | 35,336.65 | | -21,923.37 | 16.77 |
| Rentals | PKR | 505,132.08 | 66 | 7,653.52 | 551,074.16 | 76 | 7,250.98 | 45,942,08 | 19 | 412 54 | 9.10 |
| | RON | 8,684.76 | 5 | 1,736.95 | 0,526.27 | 9 | 947,35 | 54,977.63 | | -789.59 | 45.64 |
| | USD | 109.85 | 14 | 10,030,09 | 911.57 | 12 | 10,320.25 | 602.72 | 9 | 201.30 | 195.15 |
| | AED | 93,654.95 | 331 | 202.98 | 130,552.78 | 396 | 329.69 | 36,987.83 | 55 | 46.70 | 39.30 |
| | CHF | 1,034.10 | 11 | 165.74 | 5,697.95 | 24 | 237.41 | 3,963.95 | 13 | 70.68 | 210.67 |
| | OKK | 92,675.49 | 32 | 2,896.73 | 132,151,42 | 44 | 3.003.44 | 39,455.93 | 12 | 106.71 | 42.57 |
| | EUR | 26,915.05 | 122 | 220.62 | 35,377.11 | 149 | 237.43 | 8,462.00 | 27 | 16.02 | 31.44 |
| | GBP | 6,327.12 | 40 | 159.19 | 7,948.30 | 51 | 155.85 | 1,021.19 | 11 | 4.33 | 25.62 |
| Eating And | NGN | 650,640.09 | 119 | 5,553.28 | 704,592.03 | 192 | 3,982.25 | 103,751.94 | 73 | 4,571.03 | 15.70 |
| Drinking Places | NOK | 27,140.00 | 3 | 9,046.67 | 62,915.19 | 31 | 5,719.56 | 35,775.19 | 0 | -2.327.40 | 131.82 |
| locas 194 | PK8 | 318,917.31 | 98 | 3,254.20 | 740,575.77 | 147 | 5,037.93 | 421,658.45 | 49 | 1,783.57 | 132.22 |

Car Rental Summary Report: This report includes a breakdown of spend by Car Rental provider for the date range selected, as well as corresponding data on transaction counts and average transaction size. The report excludes any Payments as well as purged accounts.

| Citibank' Custom Reporting System | r | | | | • Confact Us • Hoto • Logou |
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| D1Curopcor | AED | 11,037.70 | The second se | 11,637.70 | |
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| 12Automobile Rental Agency : Not Else 189Avis Rent & Car | AED | 5,903 01 4,379.40 | 2 | 2,199.70 | |
| 106 Budget Rent-A-Car | AED | 955,93 | 2 | 477.97 | |
| 193National Car Rental | AED | 96.70 | 1 | 96.70 | |
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Transaction Reports

This category provides an easy to use report on spending and transaction across all accounts within a given hierarchy and will include four reports:

- Card Transaction Summary Report
- Declined Transaction Summary Report
- Transaction Summary View Report
- All Transactions Report

Card Transaction Summary Report: This report provides a summary of spend across all the cards in the Client's Billing Currency, as well as total transaction counts and average transaction size. The report excludes any Payments as well as purged accounts.

| | 12 | • Fint | . 5.10 | - B / U B 3 | | * • ** ** ** ** ** | A · _ · M | | |
|--------------------------|------------------------------|---------|------------------------------------|---|------------------------------|--|------------------------------------|----------|----------------------------------|
| ASE-BY: Repon (2): Europ | e. Mid East & Afric | | | In the second | | | | | |
| 4 1 2 2 ± 1 of 377 | N 4 (check | | | | | | | Sal | Le rowsi 1 · 97 of 18827 |
| Hierarchy Level 1 | Hierarchy Level 1 Nome | Country | Other Account Number (Short) | Account Name (Short) | Account Number (Short) | Transaction Billing Type Currency Met | Total Its Transaction Amount | Countrol | Average Transaction Amount |
| | | | and the second second | | | GBP | 6,44 | 1 | 6.44 |
| | | | | | | GBP | 1.53 | 1 | 1.53 |
| | | | | | | GBP | 1,262.52 | 11 | 116.59 |
| | | | | | | GBP | 1.35 | 1 | 1.35 |
| | | | | | | GBP | 563.00 | 2 | 281.50 |
| | | | | | | GBP | 8.38 | 1 | 8.38 |
| | | | | | | GBP | 418,75 | 2 | 209.38 |
| | | | | | | GBP | 2,716.29 | 17 | 159.78 |
| | | | | | | GBP | -4,729.73 | 3 | -1,576.59 |
| | | | | | | GBP | 214.65 | 5 | 42.93 |
| | | | | | - | GBP | 51.04 | 1 | 51.04 |
| | | | | | 1 | GBP | 693,45 | 5 | 138.69 |
| | | | | | | GBP | 49.00 | 1 | (49.00 |
| | | | | | | GBP | 0.99 | 1 | 0.99 |
| | | | | | | GBP | 100.00 | 1 | 100.00 |
| | | | | | - | GBP | -100.00 | 1 | -100.00 |
| | | | | | 1 | GBP | 374.09 | 6 | 62.35 |
| | | | | | | GBP | 2.14 | 2 | 1.07 |
| | | | | | | GBP | 210.79 | 5 | 42.16 |
| | | | | | | GBP | 0.78 | 1 | 0.78 |
| | | | | | - | GRO | 065 31 | 24 | 40.22 |



Decilned Transaction Summary Report: This summary report provides a summary of declined transactions for all cards with spending that exceeded the cardholder's credit limit. The report also shows the Total Transaction Amount in their Billing Currency and total transaction counts.

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| Hierarchy Level 1 | Hierarchy Level I Notice | Constey | Condination This Stame | Cardbobler Cast Name | Office Account Number (Short) | Account Nonie (Shurt) | Arcount Number Eshart) | Account Status Category | filling Corosocy | Carif Mea 24 | Lotal Transaction Amount | Count of | Avar Fransact Aino |
| | | | | | | | | Ореп | NZD | 15000 | 4,00 | 2.00 | 2 |
| | | | | | | | | Орвп | INR NZD | 1 | 38,892.00 12,469.68 | 4.00 6.00 | 9,723 2,076 |
| | | | | | | | | Open | NZD | 15000 | 284.00 | 6.00 | 47 |
| | | | | | | | | Open | NZD | 15000 | 4,732.40 | 22.00 | 215 |
| | | | | | | | | Lost/Stolen | NZD | 4000 | 575,16 | 6.00 | 95 |
| | | | | | | | | Open | NZD | 0 | 289.30 | 8.00 | 73 |
| | | | | | | | | Open | NZD | 65000 | 50,130,18 | 12.00 | 4,177 |
| | | | | | | | | Lost/Stolan | NZD | 15000 | 24,089,40 | 14.00 | 1,720 |
| | | | | | | | | Lost/Stolan | NZD | 4000 | 480.00 | 4.00 | 120 |
| | | | | | | | | Open | NZD | 4000 | 535.0D | 10.00 | 53 |

Transaction Summary View Report: This summary report provides the spend summary details for all the cards including Total Transaction Amount in their Transaction Currency and Count of Transactions.

| Cà Ch Grante Companya Cards Repo | cons System | Shared Asports > Lis | ndere Nazerb | i > <u>Trabui</u> | tion Recome | > Transacti | on Sumn | nary View Rep | art | | | Seeres |
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| Burnarchy Hierarchy Toxol († 1000) 2 Country Name Name | Other Account Number (Short) | Account Name (Shurt) | Account Number (Short) | 20114000 | Account Status Category | Balling Corrency | Carb Cimit | Transaction Type: | Aransoldan Carloso y Cash | detre Tropseillen | Count of | Average Diateso |
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| | | | | c | Орея | EUR | 10000 | | EUR | -7.01 | 1 | |
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| | | | | c | Open | EUR | 10000 | | EUR | 804.99 | 7 | 11 |
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| | | | | C | Орвп | EUR | 10000 | | EUR | 475.00 | 1 | 10 |
| | | | | | | | | | THR | 302,65 | 5 | A |
| | | | | c | Closed | EUR | 10000 | | EUR | 6.42 | 1 | |
| | | | | | | | | | EUR | -6.42 | 1 | |
| | | | | | | | _ | | EUR | -2,913,49 | 1 | -2.91 |

All Transactions Report: This report provides spend details for all the cards including Merchant details and their Total Transaction Amount in their Transaction Currency.

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6. Citi Commercial Cardholder Dispute Frm



Citibank[®] Commercial Cards Cardholder Dispute Form

| Inquirer's Na | ame: | Date: |
|---|---|--|
| Cardholder's | 's Name: | |
| Account Nur | imber: | |
| | | |
| Cardholder | r: Please provide a copy of any information / forms requested below along with the s disputed charge appears and send via fax or mail to: FAX TO: 605-357-2019 <u>OR</u> MAIL TO: Citibank [®] Co 701 E. 60 th S P.O. BOX 61 Sioux Falls, S | mmercial Cards IT. N Mail Code 3270 25 |
| | ust be filled out completely and forwarded to the Program Administrator and Citibank lrges' posting date so that we may investigate. | within 60 days of the |
| Program Ac | dministrator: This is to notify you of an error on my billing statement: | |
| | Date: Dollar Amount of Charge: \$ | |
| | Merchant: | |
| Cardholder | r Signature: | |
| If you have ar than happy to | carefully each of the following descriptions and check the one most appropriate to yo any questions, please contact us at 1-800-248-4553 (overseas call collect, 904-954-7 o advise you in this matter. HORIZED TRANSACTION | our particular dispute. 850). We will be more |
| | ve not authorized this charge to my account. | |
| [] The t this a My ca | CATE PROCESSING—THE DATE OF THE FIRST TRANSACTION WAS | e from this merchant for |
| [] Mya | account has been charged for the above transaction, but I have not received the merchandise o tacted the merchant but the matter was not resolved. | r service. I have |
| (Please pr [] My ar | ANDISE RETURNED IN THE AMOUNT OF \$ provide a separate statement detailing the merchant contact, and the expected date to receive m account has been charged for the above listed transaction, but the merchandise has since been Enclosed is a copy of my postal or UPS receipt.**** | nerchandise.) returned. |
| [] I hav <u>credi</u> | F NOT RECEIVED ve received a credit voucher for the above listed charge, but it has not yet appeared on my acco <u>dit voucher is enclosed</u> . | ount. <u>A copy of the</u> |
| [] The a | RENCE IN AMOUNT amount of this charge has been altered since the time of purchase. Enclosed is a copy of my s bunt for which I signed. The difference of amount is \$ | ales draft showing the |
| | REQUEST cognize this charge, but need a copy of the sales draft for my records. | |
| <u>and resp</u> [] I hav [] Paid check | CES NOT RECEIVED: <u>Please enclose a separate statement with the date of the ponse.</u> ve been billed for this transaction; however, the merchant was unable to provide the services. d for by another means. My card number was used to secure this purchase; however, the final p ck, cash, or another credit card. [Enclosed is my receipt, canceled check (front and back), c mement, or applicable documentation demonstrating that payment was made by other me | ayment was made by copy of credit card |
| [] The i good | S DESCRIBED item(s) specified do not conform to what was agreed upon with the merchant. (The cardholder of ds, services, or things of value were received. The cardholder must have attempted to return the n his/her complaint.) | must specify what e merchandise and state |

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If none of the above reasons apply: Provide a complete description of the problem, attempted resolution and outstanding issues. Use a separate sheet of paper and sign and date your description statement.

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For more assistance with Adobe Reader visit http://www.adobe.com/go/acrreader.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries,

8. Terms and Conditions for the State of Nebraska

TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provide alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

- 1. If only one Party has a particular clause then that clause shall control;
- 2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- 3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTE\$/COMMENTS: |
|---------------------|---------------------|---|---|
| AT | | | Citi would like to include our standard commercial card agreement as reference. Please refer to Appendix: Citibank Commercial Card Agreement. |

The contract resulting from this RFP shall incorporate the following documents:

- 1. Request for Proposal and Addenda;
- 2. Amendments to the RFP;
- 3. Questions and Answers;
- 4. Contractor's proposal (RFP and properly submitted documents);
- 5. The executed Contract and Addendum One to Contract, if applicable ; and,
- 6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract, sorther state's constitution, statutes, common law, regulations, and sovereign immunity, liability, remedy or other similar provisions of the final contract, sorther are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized rebate sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated rebates, if any. If there is a dispute regarding the rebate, but both parties agree that immediate implementation is necessary, the change may be implemented, and rebate negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immadiate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| - | | AT | Citi proposes to utilize our standard commercial card agreement language around the termination of a contract. |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of centract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different-time. In case of default of the Centractor, the State may contract the service from other sources and hold the Centractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

Citi's Alternative Language:

"Either party may terminate this Agreement effective immediately upon notice in writing if the other party: (a) is the subject of an Insolvency Event; (b) fails to meet any of its payment obligations under this Agreement when due and for ten (10) days thereafter; (c) fails to meet any of its other obligations in this Agreement and does not remedy such failure within thirty (30) days after being notified in writing; (d) makes any representation or warranty that is false or incorrect in any material respect as of the Effective Date of this Agreement or becomes false or incorrect in any material respect at any time during the term of this Agreement; or (e) through merger, consolidation, acquisition or other fundamental corporate change, experiences a change in Control or sale of all or substantially all of such other party's assels (each of (a) through (e) being a "**Termination Event**"). Upon the occurrence of a Company Termination Event, the Bank may close each Account and cancel each Card, demand immediate payment of the full outstanding balance from the Company where the Company is liable hereunder for such amount (including amounts not yet reflected on an Account

statement) whereupon all such amounts shall become immediately due and payable, and avail itself of all rights and remedies it may have, including in respect of any collateral."

H. NON-WAIVER OF BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | | AT | Citi proposes alternative language to reflect our standard commercial card terms related to indemnity. |

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, lions, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or emission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indomnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any-patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason. If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,306 for review by the State Claims Board. The State rotains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81 8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Alterney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

Citi's alternative language:

- (a) "Each party must obtain the other party's prior written approval of the desired form and manner of use of said other party's Mark(s). The Company hereby grants to the Bank a non-exclusive, non-sublicensable, revocable, royalty-free license to use the Company's trademark(s), service mark(s), tradename(s), trade dress(es), or other like mark(s) (the "Company Mark(s)") in connection with the Program. Additionally, the Bank hereby grants to the Company a non-exclusive, non-sublicensable, revocable, royalty-free license to use the Bank's "Citibank" trademark (the "Citibank Mark") (the Company Mark(s) and the Citibank Mark, individually and collectively, the "Mark(s)") in connection with the Program. Each party acknowledges that it acquires no title or interest in or to any Mark(s) of the other party by virtue of this license and all use of the other party's Mark(s) inures to the benefit of the owner of said Mark(s). Each party represents that it has secured all consents required to enable it to grant this license. Each party will ensure that the quality of services it provides in association with the other party's Mark(s) is in accordance with the standards set forth by said other party. If these standards are not maintained, the other party may immediately terminate the license granted herein. Upon termination of this Agreement, the licenses granted under this Section 15 will automatically terminate."
- (b) "Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, cost, damage or liability, including reasonable legal fees and costs, arising directly or indirectly as a result of any third party claim or cause of action for infringement ("Infringement Claim") of any Mark(s) asserted against the Indemnified Party by virtue of the Indemnified Party's use of or reference to the Indemnifying Party's Mark(s) in accordance with the terms of this Agreement. The Indemnifying Party will have the right to control and direct the investigation, defense and settlement of each such claim. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with the foregoing. If the Bank is the Indemnified Party, the Company shall reimburse the Bank for all costs associated with issuing new Cards, if required, that do not infringe the Mark(s) of a third party."

K. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. LIQUIDATED DAMAGES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| | | AT | The process for administering liquidated damages is not defined and does not correspond with standard Citi commercial card practices. The alternative language reflects our standard commercial card agreement terms. |

The following required schedule of liquidated damages in the form of fees for failure to perform certain requirements in the contract issued from this REP.

The-liquated damages are categorized as follows:

| Standard | \$500 per 24-hour-period |
|----------|------------------------------|
| High | \$1,000 per 24 hour period |
| Critical | |
| | — \$1,500 per 24 hour period |

Liquidated damages may be charged by the State or Card Program Administrator(s) (Administrator) under this paragraph for each day or partial day the contractor has failed to perform or comply with certain requirements in the contract issued from this RFP, other than failures caused by the State or circumstances beyond the control of the Contractor or its agents, as in natural disasters, etc.

- Unresolved requirements:
 - a. All Standard and High category requirements will move to critical level of liquidated damages if not recolved within 48 business hours after notification to the Contractor.
 - b. All critical category requirements will double in liquidated damages payment if not resolved within 24 hours after netification to the Contractor.
- 2. Purchasing Card-Services
 - a. Required-Reporting

Within five business days of the Contractor being notified by the State or an Administrator, that reports have not been provided, the Contractor will make available the required reporting to the State or the contractor will pay liquidated damages.

Gategory: Standard

b. Card program transaction file Upon being notified by the State or the card program representative or an Administrator that the program was not able to download/retrieve/receive any card program-transaction file, the Contractor will either receive the situation within 24 hours (excluding weekends and holidays) after notification or pay liquidated damages.

Category: High

c. Transaction Authorization

Upon being notified by-a-State-representative or an Administrator that the program cardholders were not able to utilize issued and authorized cards due to contractor system failure, the Contractor will either receive the situation within 24 hours after notification so that the State cardholders can use their cards for purchase and transactions are authorized or pay liquidated damages. This excludes instances where the merchant does not accept cards for payment, card association system failures, and II. Terms and Conditions, O. Force Majoure.

Gategory: Critical

d. Rebate Remittance

Upon-being notified by a State Representative or an Administrator that the State has not received the rebate due the State, the Contractor will either resolve the situation within 72 business hours after notification from the State so that the State has received the rebate or pay liquidated damages.

Category: High

e. Failure to provide a secure online website

Upon being notified by a State Representative or an Administrator by omail that the Contractor's on-line website is unavailable, the Contractor shall-cure the situation within one business day after notification or pay liquidated damages until the Contractor is able to get the website working again..

Category: High

As to any liquidated damages owing hereunder, Contractor will pay liquidated damages to card program by the tenth (10th) Business Day of the month following the month that the damages were incurred.

The State Treasurer, in consultation with the appropriate Administrator(s), may at his/her discretion waive a liquidated damage payment.

Citi's alternative language:

"To the extent that State of Nebraska suffered direct damages resulting from negligent mistakes or errors of Citi, Citi would be responsible to reimburse State of Nebraska for those damages. Events resulting in damages can have more than one cause. For such an event, Citi's initial focus would first be on discovering the root causes for such an event and correcting any Citi mistakes or errors that may have contributed to the event. Citi has no prescribed formula for determining and paying damages for a complicated event with many causes, and each such event would need to be reviewed on a case by case basis. If the event had multiple causes, Citi would agree to be responsible for a fair portion of the damages and would expect the other party to accept some responsibility as well.

Errors and Losses

Citi has encountered minimal instances of reimbursable errors relating to its contractual obligations. We have a track record of standing behind any operational errors we have caused that had direct financial impacts on our clients, reimbursing the client consistent with our service contracts. We will be happy to discuss in a more specific manner as we move to the next level.

As a large third party service provider, Citi does occasionally experience operational-related errors or business interruptions. However, the exposures have been minimal and infrequent. We would hope that our independent references and other information supplied will give you comfort regarding Citi's internal processes that are in place to discover, escalate, and report on any material errors that impact our clients. In particular, our Escalation Policy requires that each operating unit document all material service errors and report them to the State of Nebraska. The purpose of these procedures is to establish a framework to provide confidence that management is regularly and quickly apprised of any critical operational, legal, and regulatory issues. It is our goal to identify financial and service issues that reflect procedural or organizational problems within Citi that materially affect our clients and/or their shareholders.⁽ⁿ⁾

AND

General Liability Standard

Citi proposes to be responsible for any direct damages suffered by the State of Nebraska as a result of Citi's negligence or fraud in the performance of its services for the State of Nebraska. Citi does not take responsibility for special, indirect, or consequential damages."

| M. / | SSIGNMENT, SALE, OR MERGER |
|------|----------------------------|
|------|----------------------------|

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: | | |
|---------------------|---------------------|---|---|--|--|
| | | AT | Citi proposes language in accordance with our standard commercial card agreement terms around Assignment. | | |

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Citi's proposed language:

"Neither party may sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, that the Bank may assign any or all of its rights and/or transfer any of its obligations under this Agreement to any branch or Bank Affiliate without the consent of the State of Nebraska provided that such assignee has the ability to perform the Bank's obligations under this Agreement. All the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. State of Nebraska acknowledges that the Bank may, from time to time, subcontract for the performance of any of its obligations under this Agreement, provided that the use of subcontractors by the Bank shall not relieve the Bank of any obligation, duty or liability under this Agreement."

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| AT | | | Citi would like to include the proposed standard commercial card Participating Agreement for any political sub-division that would like to join State of Nebraska's contract. Please refer to Appendix: Nebraska Participation Agreement. |

Any State official, state agency, or political subdivision may utilize the state purchasing card program (Neb. Rev. Stat. <u>§81-118.02 (2)</u>). The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| AT | 1.1 | | Citi accepts the State's provisions and would like to propose additional language. |

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Citi proposes the following additional language:

"Notwithstanding anything herein to the contrary, the terms of this section shall not apply with respect to any payment obligations under this Contract."

P. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| AT | | | Citi proposes to include language on Confidentiality and Data Protection from our standard agreement to provide a comprehensive description of these terms. |

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Citi's additional language regarding Confidentiality and Data Protection:

CONFIDENTIALITY; DATA PROTECTION

- (c) Definitions
 - (i) "Confidential Information" means:
 - (A) where the Disclosing Party (as defined below) is the Bank or its Affiliates, or any of their respective employees, partners, officers, contractors, agents and subcontractors: information relating to the Bank or Bank Affiliates received by the Company or any Participating Affiliate in connection with the Program, including, without limitation, Bank Personal Data, product information, technology (including software, the form and format of reports and on-line computer screens), pricing information, internal policies, operational procedures and any other information which is either designated by the Bank as confidential or proprietary at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature; and,
 - (B) where the Disclosing Party is the Company or its Participating Affiliates, or any of their respective employees, partners, officers, contractors, agents and subcontractors: information relating to the Company, Participating Affiliates or Cardholders or their respective Related Parties received by the Bank in connection with the Program, including, without limitation, Company Personal Data, Account information, and any other information which is either designated by the Company as confidential or proprietary at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature.
 - (ii) "Data Protection Laws" means all laws, enactments, regulations, mandatory regulatory policies and processes, and other legal requirements relating to or impacting on privacy and/or the Processing of Personal Data that are in force in the relevant jurisdiction(s) during the term of this Agreement;
 - (iii) "Personal Data" means any information that can be used, directly or indirectly, alone or in combination with other information, to identify an individual, and includes Bank Personal Data and/or Company Personal Data, as the context requires;
 - (A) "Bank Personal Data" means Personal Data relating to employees, partners, officers, contractors, agents and subcontractors of the Bank and/or any Bank Affiliates received by the Company or any Participating Affiliates in connection with the Program;
 - (B) **"Company Personal Data"** means Personal Data relating to Cardholders, employees, partners, officers, contractors, agents and subcontractors of the Company and/or any Participating Affiliates, and their respective Related Parties received by the Bank or any Bank Affiliates in connection with the Program;

- (iv) "Permitted Purposes" means the following purposes: (A) for the Bank to provide the Program and ancillary services; (B) to fulfill foreign and domestic legal, regulatory and compliance requirements applicable to the Bank (including, without limitation, in connection with anti-money laundering laws and regulations, audit and reporting requirements, the maintenance of accounting and tax records), and comply with any applicable treaty or agreement with or between foreign and domestic governments applicable to any of the Bank, Bank Affiliates and their agents; (C) to verify the identity of representatives of the Company and Participating Affiliates and Cardholders who contact the Bank or may be contacted by Bank; (D) in respect of the monitoring and recording of telephone calls, as provided in Section 19(g), to help maintain service quality, train staff and deal with complaints, disputes and potential criminal activity; (E) to monitor and analyze the use of any Account, in each case to prevent fraud, assure security, and for statistical and trend analysis; (F) to operate the Bank's risk and control systems and management information systems; (G) to allow system administration, operation, testing and support; (H) to investigate and remediate Security Incidents; (I) to enforce a party's rights or performing a party's obligations under this Agreement; and (J) to manage the Bank's relationship with the Company and the Participating Affiliates.
- (v) "Processing" and "Process" means any operation or set of operations performed on Personal Data manually or automatically, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- (d) Protection of Confidential Information: The party receiving Confidential Information ("Receiving Party") of the other party ("Disclosing Party") will exercise at least the same degrae of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information of a similar nature, and in any event, no less than reasonable care.
- (e) Use and disclosure of Confidential Information: The Disclosing Party hereby grants the Receiving Party the right to use or disclose the Disclosing Party's Confidential Information to the extent necessary to accomplish the Permitted Purposes. The Receiving Party will only use and disclose the Disclosing Party's Confidential Information to the extent permitted in this Section 12(c).
- (f) Disclosure to Representatives: The Receiving Party may disclosa the Disclosing Party's Confidential Information and the terms of this Agreement to those of the Receiving Party's employees, Affiliates, professional advisers, agents, contractors and subcontractors (collectively "Representatives") who have a "need to know" such Confidential Information, although only to the extent necessary to fulfill the purposes set forth in Section 12(c) above. The Receiving Party shall ensure that any of its Representatives to whom it does disclose the Disclosing Party's Confidential Information shall be bound to keep such Confidential Information confidential.
- (g) Disclosure to designated third parties: The Company and/or a Participating Affiliate may request the Bank to communicate with third parties designated by the Company or Participating Affiliate, such as Travel Management Companies, VCA Integrators and merchant vendors, in connection with the Program. If the Bank receives such a request, then the Bank may disclose certain Company Confidential Information to such third parties. The Bank may also disclose to Card Networks, acquiring banks, and merchants such Company Confidential Information as is required in connection with the transaction authorization and clearing process, the dispute process, and as otherwise necessary to provide the Program.
- (h) Exceptions to Confidentiality: Notwithstanding anything in this Agreement to the contrary, the following information shall not be deemed Confidential Information of either the Bank or the Company: information (i) that is in or enters the public domain other than as a result of the wrongful act or omission of the Receiving Party or its Affiliates, or their respective employees, contractors, agents or subcontractors, (ii) that is lawfully obtained by the Receiving Party from a third party or already known by the Receiving Party in each case without notice of any obligation to maintain it as confidential, (iii) that was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, and (iv) that an authorized officer of the Disclosing Party has agreed in writing that the Receiving Party may disclose on a non-confidential basis.
- (i) Legal disclosure: To the extent permitted by the Program Jurisdiction's applicable law, the Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to legal process, or pursuant to any other foreign or domestic legal and/or regulatory obligation or request, or agreament entered into by any of them and any governmental authority, domestic or foreign, or between or among any two or more domestic or foreign governmental authorities, including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities. The Receiving Party shall use reasonable efforts to give the Disclosing Party advance notification of any intended disclosure to be made further to proceedings before any court or tribunal, if it is reasonably practicable and legally permissible to do so. The Receiving Party shall use commercially reasonable efforts to obtain reasonable assurances that any disclosed Confidential Information will be treated confidentially.

- (j) Record Retention: On closure of any Accounts or termination of the Program, each party shall be entitled to retain and use the other party's Confidential Information (i) in order to fulfill legal, regulatory and compliance requirements applicable to such party, or (ii) for the Receiving Party's legitimate business purposes (including, without limitation, the maintenance of accounting and tax records, and the enforcement and defense of the Receiving Party's legal rights) to the extent that this is legally permissible and in accordance with its internal records management policy. Thereafter, the Receiving Party shall securely destroy or delete the Confidential Information.
- (k) Notices and Consents: The Company understands and agrees that the Bank, Bank Affiliates, their Representatives and third parties selected by the Bank, Bank Affiliates and the Company-designated third parties referred to in Section 12(e) ("Processing Entities") shall Process Personal Data disclosed to any of them in connection with this Agreement as described in this Section 12. To the extent required by Data Protection Laws, the Company shall ensure that it has provided the requisite notices or obtained the requisite consents to allow the Processing Entities to Process such Personal Data as described in this Section 12.

() Protection of Personal Data:

- (i) Each party shall comply with Data Protection Laws which are applicable to it in transferring Personal Data to the other party and/or in Processing Personal Data received from the other party in connection with this Agreement; and,
- (ii) Each party shall apply adequate technical and organizational security measures to protect against unauthorized or unlawful damage to, loss, disclosure or destruction of all such Personal Data. Each party shall on request by the other party provide the requesting party with an overview of such measures that it maintains, provided that it is not required that such overview include any detailed information which if disclosed, in the view of the party, may in any way threaten or adversely impact on the adequacy of such measures.
- (m) Anonymized and Aggregated Data: The Company agrees that the Bank and the Bank Affiliates may use Anonymized and/or Aggregated Data for their own purposes (including without limitation trend analysis), and that all intellectual property rights in any databases, reports or other works created as a result of such use shall vest in the Bank or the relevant Affiliate upon their creation and be its sole and exclusive property. For the purpose of this Section, "Anonymized and/or Aggregated Data" means data in respect of which all personal identifiers have been removed, and/or which has been aggregated with other data, in both cases such that the data cannot identify the Company, Participating Affiliates, or a natural person, and which had originally been obtained through Bank's electronic card management and reporting system.
- (n) Security Incidents: If a Receiving Party becomes aware of an incident whereby the security or confidentiality of Personal Data of the Disclosing Party within the custody or control of the Receiving Party has been materially compromised ("Security Incident"), the Receiving Party will investigate and remediate the Security Incident in accordance with its internal policies and procedures. The Receiving Party will notify the Disclosing Party of the Security Incident as soon as reasonably practicable (taking into account any legal or regulatory restraints on notification and the need to avoid prejudicing current investigations) after it becomes aware of the Security Incident and will provide reasonable co-operation and assistance to the Disclosing Party to remediate the impact of the Security Incident on the Disclosing Party. Each party agrees to respond to reasonable enquiries received from the other party in connection with the Security Incident, and where requested shall make available relevant employees to discuss such enquiries with the other party's representatives.

Survival: The provisions of this Section 12 shall survive, with respect to Personal Data, for so long as the Receiving Party has possession, custody or control of such Personal Data, and for all other Confidential Information, for three years after the expiration or earlier termination of this Agreement

Q. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: | | |
|---------------------|---------------------|---|---|--|--|
| | | AT | Citi proposes our standard language around "Termination" and "Contract Term." | | |

The contract may be terminated as follows:

4. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro-rata basis, for products or services satisfactorily performed or provided.
 - The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debte as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, ombozzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Citi's alternative language:

3

TERMINATION EVENTS

"Either party may terminate this Agreement effective immediately upon notice in writing if the other party: (a) is the subject of an Insolvency Event; (b) fails to meet any of its payment obligations under this Agreement when due and for ten (10) days thereafter; (c) fails to meet any of its other obligations in this Agreement and does not remedy such failure within thirty (30) days after being notified in writing; (d) makes any representation or warranty that is false or incorrect in any material respect as of the Effactive Date of this Agreement or becomes false or incorrect in any material respect at any time during the term of this Agreement; or (e) through merger, consolidation, acquisition or other fundamental corporate change, experiences a change in Control or sale of all or substantially all of such other party's assets (each of (a) through (e) being a "**Termination Event**"). Upon the occurrence of a Company Termination Event, the Bank may close each Account and cancel each Card, demand immediate payment of the full outstanding balance from the Company where the Company is liable hereunder for such amount (including amounts not yet reflected on an Account statement) whereupon all such amounts shall become immediately due and payable, and avail itself of all rights and remedies it may have, including in respect of any collateral."

CONTRACT TERM

"Except as provided herain, this Agreement shall remain in full force and effect from the Effective Date and shall continue thereafter until terminated by either the Company or the Bank upon ninety (90) days' prior written notice to the other party. Upon the termination of this Agreement for any reason, all Accounts shall be deemed canceled effective upon termination and all outstanding amounts owed in connection with the Accounts shall be deemed immediately due and payable."

R. CONTRACT CLOSEOUT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | | AT | Citi makes the below changes and proposes alternative language in accordance with our standard commercial card agreement. Please refer to Citi's alternative language around "Confidentiality; Data Protection" provided in "Section P: Confidentiality." |

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- 4. Transfer all completed or partially completed deliverables to the State;
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State;

- 3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation slandards or as are automatically retained in the course of Contractor's routine back up procedures;
- 4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;

Citi's additional language to #4:

"The Period of Cooperation between the contractor and successor Contractor, person or entity should be limited to 90 days. The contractor should be entitled to be paid for Work properly performed by the Contractor prior to the end of the Period of Cooperation."

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;

Citi additional language to #5:

"The Period of Cooperation between the contractor and successor Contractor, person or entity should be limited to 90 days. The contractor should be entitled to be paid for Work properly performed by the Contractor prior to the end of the Period of Cooperation."

5. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

Please refer to Citi's previous alternate language around Confidentiality; Data Protection as part of our response to Section P: Confidentiality.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| | | AT | Citi requests the removal of the last three sentences of this provision in accordance with our standard practice around employees and subcontractors. |

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- **1.** Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- 2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

Citi requests that the following three sentences be removed from this provision.

The State receives the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor ongaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | 1 | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

The completed United States Attestation Form should be submitted with the RFP response.

- 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | 1 | | |

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantae that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| | | AT | Citi proposes alternative language in accordance with our standard commercial card agreement. |

The State shall have the unlimited right to publich, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

Citi's alternative language:

"Notwithstanding the language in such provision, the parties acknowledge that State will be entitled to all intellectual property rights in such works or other materials which are specifically developed for State, other than modifications to (or derivative works of) Citi's existing materials or know-how or other work products funded by Citi itself."

G. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | | AT | Citibank would like to include the following self-insured language and proposes the below changes to specific provisions in accordance with our standard insurance policy. Related to 2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE 1. As it relates to independent contractors, Citi cannot guarantee third parties (subcontractors) can be covered under Citl's programs. Each Citi business unit will be responsible to ensure subcontractors have appropriate coverage. 2. Citi requests that the State of Nebraska waive the requirement for Umbrella/Excess Liability coverage. Citi's underlying coverages provide \$1 million per occurrence and appropriate for Citi's services. 3. Citi and its subsidiaries self-insure cyber liability exposures for the limits referenced within the RFP coverage requirements. 4. Citi requests to remove "Commercial Automobile Liability" as it is not relevant. 5. Citi cannot agree to this requirement as Citi's policies and endorsements are confidential and cannot be provided to third parties for inspection. However, Citi can note the waiver of subrogation on the general liability certificate of insurance. Related to 3, Evidence of Coverage: 6. Citi will endeavor to maintain coverages and cannot predict future market conditions. Citi reserves its option to self-insure if deemed appropriate. |

Citi's self-insured language:

"Citigroup and its majority-owned subsidiaries ("Citi") utilize a significant amount of self-insurance in their risk management. If appropriete, we recommend that the self-insurance language below be included in your responses or referenced in your response. Although the self-insurance language is intended to be negotiated into the actual contract, it may be beneficial to alert the potential client up-front that it would be Citi's intention to have the language accepted and agreed in advance of the actual drafting of the contract language. Given Citi's financial size, focus on risk management and controls, this should not be a concern."

Self Insurance Language

"Citibank, NA shall have the option, either alone or in conjunction with Citigroup Inc., Citibank, NA's ultimate parent corporation, or any subsidiaries or affiliates of Citi, to maintain self insurance and/or provide or maintain any insurance required by this Agreement under blanket insurance policies maintained by [Citi Entity] or Citigroup Inc., or provide or maintain insurance through such alternative risk management programs as Citi may provide or participate in from time to time (such types of insurance programs being herein collectively and severally referred to as "self insurance"), provided the same does not thereby decrease the insurance coverage or limits sets forth in [Section of Agreement]. Any self insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in [Section of Agreement]. If Citibank, NA elects to self-insure, then, with respect to any claims which may result from incidents occurring during the Term, such self insurance obligation shall survive the expiration or earlier termination of this Agreement to the same extent as the insurance required would survive."

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- 1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
- **3.** Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State**. **The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

| Quantum Americanta | £0.000.000 | | |
|---|--|--|--|
| General Aggregate | \$2.000,000 | | |
| Products/Completed Operations Aggregate | \$2,000,000 | | |
| Personal/Advertising Injury | \$1,000,000 per occurrence | | |
| Bodily Injury/Property Damage | \$1,000.000 per occurrence | | |
| Medical Payments | \$10,000 any one person | | |
| Damage to Rented Premises | \$300,000 each occurrence | | |
| Contractual | Included | | |
| Independent Contractors | Included | | |
| f higher limits are required, the Umbrella/Excess Lia imit. NORKER'S COMPENSATION | wing mints are allowed to sousry are ingrief | | |
| Employers Liability Limits | \$500K/\$500K/\$500K | | |
| Statutory Limits- All States | Statutory - State of Nebraska | | |
| USL&H Endorsement | Statutory | | |
| Voluntary Compensation | Statutory | | |
| COMMERCIAL AUTOMOBILE LIABILITY | | | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit | | |
| Include All Owned, Hired & Non-Owned Automobile liability | Included | | |
| Motor Carrier Act Endorsement | Where Applicable | | |
| JMBRELLA/EXCESS LIABILITY | | | |
| Over Primary Insurance | \$1,000,000 per occurrence | | |
| CYBER LIABILITY | | | |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | \$1,000,000 | | |
| MANDATORY COI SUBROGATION WAIVER LANGUA | | | |
| "Workers' Compensation policy shall include | a waiver of subrogation in favor of the State of | | |
| Nebraska." | | | |

additionally insured."

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska State Treasurer's Office Attn: Director of Treasury Management Nebraska State Capitol Suite 2005 PO Box 94788 Lincoln, NE 68509

Or Email to: NST.tmstaff@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and taar is expected.

K. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: | |
|---------------------|---------------------|---|---|---|
| AT | | | Citi accepts and would like to include additional language. | - |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

Citi requests to add the additional language:

"As part of our effort to protect Citi and our clients, our business continuity plans are sensitive, proprietary, and confidential documents. You can appreciate that those concerns prevent us from disclosing specific details of our business continuity program. Nonetheless, Citi believes it is important to share with you that we have taken important steps to provide you with confidence in our commitment and ability to provide ongoing services in the event of a business disruption.

Under audit and regulatory scrutiny, our business continuity plans are constantly reviewed and tested to monitor appropriate enhancements as technology advances, business plans evolve, and regulatory requirements change.

We look forward to meeting your financial and business needs, secure in the knowledge that we are prepared to respond efficiently to various contingencies."

O. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

Payments shall not be made to the Contractor until charges are billed by file transmission to the participating card programs.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. TRANSACTION FILE FOR PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

Payment will be made from the transaction file with sufficient details in the proper electronic format as requested by the administrator of each program, see Attachments E - G. Administrators contact information will be provided upon contract execution. The terms and conditions included in the Contractor's transaction file shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such transaction file shall be binding upon the State, and no action by the State, including without limitation the payment in whole or in part, shall be construed as binding or stopping the State with respect to any such term or condition, unless the payment term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTIÓN AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
|---------------------|---------------------|---|-----------------|

| AT | Citi proposes additional clarification language. |
|----|--|
| | |

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

Citi proposes the following additional language:

"Citi requests that any contract termination does not relieve the State of Nebraska of any payment obligations."

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

| Accept (initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| AT | | | |

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| | | AT | Citi proposes language in accordance with our standard commercial card agreement. |

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business houre. If this is not practical or the Contractor se elects, the Contractor may provide electronic or paper copies of the Information. The State resolves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confractor.

The Parties shall pay their own cests of the audit unless the audit finds a proviously undisclosed overpayment by the State. If a proviously undisclosed overpayment exceeds one half of one percent (.5%) of the total contract billings, or if fraud, material micropresentations, or non performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total cests of the audit. Overpayments and audit cests owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Citi's alternative language:

"The State has the right to request up to two times per year with ninety (90) days advance written notice to the Contractor, inspections and audits of all transaction records relating to this Contract for the then-current Contract Year and the previous Contract Year. "**Contract Year**" means each successive twelve (12) month period measured from the effective date of the Agreement. Audits shall include verification related to (a) the calculation of the rebates owed pursuant to this Contract, and (b) the calculation of any fees paid or owed by the State to the Contractor. All audited information and data shall be treated as the confidential information of the Contractor except as otherwise provided under the Contract."

10. Nebraska Participation Agreement

PARTICIPATION AGREEMENT (for use by Participating Entities)

Under the terms of **[INSERT CONTRACT DETAILS]** (as amended, the "Contract") between **[INSERT CLIENT DETAILS]** (the "<u>Client</u>") and Citibank, N.A. ("<u>Citibank</u>"), payment for charges made by each Participating Entity and/or Cardholders of each Participating Entity is the responsibility of such Participating Entity. By signing this Participation Agreement, the Participating Entity agrees to be bound by the terms and conditions contained in this Participation Agreement and in the Contract. Additionally, by signing this Participation Agreement, the Client hereby consents to the participation in the Program by said Participating Entity. Capitalized terms used but not defined in this document shall have the respective meanings assigned to such terms in the Contract.

Notwithstanding anything to the contrary in this Participation Agreement or in the Contract, payment for all charges made by the undersigned Participating Entity and/or Cardholders of the undersigned Participating Entity shall be the sole responsibility of such Participating Entity. The undersigned Participating Entity agrees to the methodology for rebate calculation and terms for rebate payment, as appropriate, as set forth in the Contract.

Before the Participating Entity may have access to the services under the Contract and have Cards issued to it and/or its employees, Citibank must first perform a risk assessment and credit evaluation of the Participating Entity. Acceptance into the Program is contingent upon Citibank being satisfied, in its discretion, with such risk assessment and credit evaluation. The documentation required to be submitted for this assessment includes:

- 2. A statement giving the Participating Entity's <u>full legal name and Federal Tax ID</u> and primary type of business or governmental entity
- 3. A fully completed & <u>signed</u> copy of the request form on <u>Exhibit A</u> to this document (the "<u>Request Form</u>")
- 4. A fully executed, signed & notarized copy of the Certification of Authority to Sign on behalf of the named Participating Entity (Exhibit B to this document).

Documents are to be forwarded to:

Citihank Commercial Cards 388 Greenwich Street, 22nd Floor New York, NY 10013

Upon a positive completion of the risk assessment and credit evaluation, Citibank will contact the Participating Entity via e-mail to initiate the completion of several additional forms, including, but not limited to: the form establishing the Participating Entity's Program Administrator (PA); hierarchy forms establishing hierarchies for administrative and reporting purposes; and depending on the number of Cardholders and types of Accounts to be requested, auto-enroll forms.

<u>Please Note:</u> Signing the Request Form and establishing a Commercial Card Program binds the Participating Entity to the terms and conditions of the Contract and this Participation Agreement, and



obligates the Participating Entity to pay all charges made by Participating Entity and/or Cardholders of the Participating Entity.

Except as provided in this Participation Agreement or in the Contract, this Participation Agreement shall remain in full force and effect from **[INSERT EFFECTIVE DATE FOR PARTICIPATION AGREEMENT]** and shall continue thereafter until terminated by either the Participating Entity or Citibank upon ninety (90) days' prior written notice to the other party. Upon the termination of this Participation Agreement for any reason, all Accounts shall be deemed canceled effective upon termination and all outstanding amounts owed in connection with the Accounts shall be deemed immediately due and payable.

Participating Entity acknowledges and agrees that the terms of the Contract may be modified by Citibank and Client from time to time, and in such event, the Participating Entity will be bound by the Contract, as modified.

All notices from Citibank to the Participating Entity shall be sent by Citibank to the Participating Entity at the contact information set forth in the Request Form, unless another address is designated by the Participating Entity in writing. All notices from the Participating Entity to Citibank shall be sent by the Participating Entity to Citibank at the contact information set forth in the Request Form, unless another address is designated by Citibank in writing.

The invalidity or unenforceability of any one or more provisions, sentences, clauses, sections or paragraphs in this Participation Agreement shall not affect the validity or enforceability of the remaining portions of this Participation Agreement or any part hereof. If any provision (or portion thereof) of this Participation Agreement is found to be invalid or unenforceable, such provision (or portion thereof) shall be amended to be construed as nearly as possible to reflect the original intent of the parties, and the remaining portions of this Participation Agreement shall remain in full force and effect in accordance with their terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

Participating Entity's Program Request Form

Reference is made to that certain **[INSERT CONTRACT DETAILS]** (as amended, the "Contract") between **[INSERT CLIENT DETAILS]** (the "<u>Client</u>") and Citibank, N.A. ("<u>Citibank</u>"). Capitalized terms used but not defined in this document shall have the respective meanings assigned to such terms in the Contract. Under the terms of the Contract, Participating Entities are permitted to participate in the Program provided for under the Contract. Payment for charges made by Participating Entity and/or Cardholders of the Participating Entity are solely the responsibility of the Participating Entity (provided that Citibank reserves its rights under the Contract, including, without limitation, with respect to setoff against any rebate due Participating Entity). The undersigned Participating Entity agrees that it is hereby bound by and subject to the terms and conditions set forth in the Contract.

| Participating Entity Legal Name: | |
|--------------------------------------|--|
| Participating Entity Street Address: | |
| | |
| Participating Entity Federal Tax ID: | |
| Participating Entity Contact: | |
| Contact E-mail Address: | |
| Contact Telephone Number: | |

| Program Type*: | (Check Card or Account type selected) |
|----------------|---------------------------------------|
| | [] T&E Cards (Central Bill/Corporate |

- [] T&E Cards (Central Bill/Corporate Liability)[] Purchasing Cards (Central Bill/Corporate Liability)
- [] Virtual Card Accounts (Central Bill/Corporate Liability)
- * All Cards and Accounts are centrally billed and the liability of the *Participating Entity.*

| Estimated Annual Spend for T&E Cards: |
|--|
| Estimated Annual Spend for Purchasing Cards: |
| Estimated Annual Spend for Furchasing Cards. |

Estimated Annual Spend for Virtual Card Accounts: _____



| Estimated Number of T&E Cards: | |
|--|--|
| Estimated Number of Purchasing Cards: | |
| Estimated Number of Virtual Card Accounts: | |



INTENDING TO BE LEGALLY BOUND, and in exchange of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto have entered into this Participation Agreement as of the last date set forth below.

AGREED TO AND ACCEPTED BY:

[PARTICIPATING ENTITY]

Contact Information for Notices:

Attention:

CITIBANK, N.A.

| Signature: | | |
|-------------|--|--|
| Name/Title: | | |
| Date: | | |

Contact Information for Notices: 701 East 60th Street North Sioux Falls, SD 57117 Attention: Vicky Anderson

CONSENTED TO BY:

[CLIENT]:

| Signature: | | | _ |
|-------------|--|---|---|
| Name/Title: | | | |
| Date: | | _ | |



EXHIBIT B

Certification of Authority to Sign

Reference is made to that certain **[INSERT CONTRACT DETAILS]** (as amended, the "Contract") between **[INSERT CLIENT DETAILS]** (the "<u>Client</u>") and Citibank, N.A. ("<u>Citibank</u>"), and the Request Form executed by **[PARTICIPATING ENTITY]** ("<u>Participating Entity</u>") in connection with same. Capitalized terms used but not defined in this document shall have the respective meanings assigned to such terms in the Contract. The Request Form used to initiate use of the Program by the Participating Entity must be fully and properly executed by an authorized officer or other executive of the Participating Entity who is an authorized to bind the Participating Entity contractually.

The authorized individual that signs the Request Form must also sign this document certifying his or her authority to so sign the Request Form.

CERTIFICATION:

The undersigned, personally and on behalf of the Participating Entity identified above, does hereby state and certify to the Client and Citibank that he or she possesses the express authority to sign the Request Form on behalf of the named Participating Entity and to contractually bind the Participating Entity to the terms of the Participation Agreement and Contract.

| lame of Participating Entity | Signature |
|------------------------------|--|
| Address | Typed or Printed Copy of Signature |
| City, State, Zip | Títle |
| ACKN | OWLEDGMENT |
| STATE OF } | |
| COUNTY OF } | |
| On the | day ofin the year 20,, to me known, who, being |
| before me personally came: | , to me known, who, being |
| | /she resides in; that |
| he/she is | _ (the President or other officer or director or attorney in |
| | , the entity described in |
| | d that he/she signed his/her name thereto by authority of |
| said entity. | |

11. Form A

Form A Bidder Contact Sheet Request for Proposal Number 5791 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information | | |
|---|--|--|
| Bidder Name: | Citibank, NA | |
| Bidder Address: | 444 South Flower Street, Suite 2900 Los Angeles, CA 90071 | |
| Contact Person & Title: | Tervanda Ayrapetyan, Vice-President/Relationship Banker | |
| E-mail Address: | tervanda.ayrapetyan@citi.com | |
| Telephone Number (Office): | (213) 833-2350 | |
| Telephone Number (Cellular): | (818) 438-1640 | |
| Fax Number: | (213) 785-1683 | |

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | | |
|--|--|--|
| Bidder Name: | Citibank, NA | |
| Bidder Address: | 444 South Flower Street, Suite 2900 Los Angeles, CA 90071 | |
| Contact Person & Title: | Tervanda Ayrapetyan, Vice-President/Relationship Banker | |
| E-mail Address: | tervanda.ayrapetyan@citi.com | |
| Telephone Number (Office): | (213) 833-2350 | |
| Telephone Number (Cellular): | (818) 438-1640 | |
| Fax Number: | (213) 785-1683 | |

RFP for Contractual 12. Services Form

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

| FIRM: | Citibank, NA |
|-------------------------------|--|
| COMPLETE ADDRESS: | 444 South Flower St. Suite 2900 Los Angeles, CA 90071 |
| TELEPHONE NUMBER: | (213) 833-2350 |
| FAX NUMBER: | (213) 785-1683 |
| DATE: | 5-2-2018 |
| SIGNATURE: | and the |
| TYPED NAME & TITLE OF SIGNER: | Andy Taylor, Director/Mead of State and Local |