REQUEST FOR PROPOSALS
For
CORTLAND COUNTY

Commercial Credit Card Program
"Purchasing and Travel"

Proposals due by 4:00 pm on Friday, August 1, 2014

Cortland County Administrator's Office
Room 312
60 Central Avenue,
Cortland, NY 13045

Request for Proposal
Commercial Credit Card Program
Purchasing of Certain Goods & Services

Scope of Work:

Cortland County is seeking proposals from qualified financial institutions to provide a Commercial Credit Card program that encompasses two discrete functions, one for the payment of certain procured goods/services and one for the payment of travel expenses. The selected provider will work with the County to develop and implement a program with a concentration on process and management efficiencies. Respondent should describe its capabilities on meeting these expectations within their proposal.

History:

Cortland County conducts a wide scope and variety of activities and functions, typical in many respects to those carried out by other similarly situated counties in the State. It owns and operates, a jail, a courthouse and other buildings and grounds typical of a County governmental operation. The County is a local government with approximately 650 employees and has an overall operating budget for 2013 of approximately $123,000,000.

Cortland County's intent is to maximize available "cash back" / "rewards" programs that are available through banking and/or credit card retailers by paying large dollar invoices using a Commercial Credit Card / P-Card.

Vendor Qualifications:

Each proposer shall submit a statement of their qualifications, experiences, organization and facilities available to adequately provide the bankcard services necessary to fulfill the minimum specifications of this solicitation and must be licensed to operate in New York State. Cortland County may request a detailed financial and ownership statement by the apparent successful vendor.

The County shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform obligations under the contract, and the Proposer shall furnish the County all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that in its sole discretion the proposer is qualified to carry out the terms of the Contract.

Specifications:

Vendors responding to the RFP should submit proposals that provide narrative addressing the following specifications:

1. **Fraud protection:** Cortland County would like to have 100% protection from any third party or cardholder fraudulent charges while our cardholders are 100% protected from any third party fraudulent charges but still carry the liability for any personal fraudulent activity. The County would give consideration to those programs that provide that level of protection.
2. **Fraud detection and recoverability:** Vendors should describe in detail what programs they have in place to detect fraud or potential fraud in an effort to minimize the effects and what programs are in place to recover losses incurred due to fraudulent activity.
3. **Incentive rebates:** The County is seeking proposals that offer aggressive rebates for all purchases as well as travel activity.

4. **Fees:** Vendors should disclose any fees that Cortland County would incur from the program being proposed. Cortland County shall not be charged any fees solely for the purpose of establishing an account regardless of the purchasing activity on that account. The vendor shall not charge the County for use of the card on a transaction cost basis. The County is interested in card programs which do not include fees.
5. **Type of Card:** Vendors should identify in their proposals what type of credit card is being proposed along with the details of such issues as the commercial acceptability in the USA and Canada. Cortland County is seeking card programs that are typically accepted in the USA and Canada throughout a broad market of vendors.
6. **Card Restrictions:** Vendors should detail what kind of restriction options are available to be imposed on individual cards such as: transaction limits, monthly credit limits, merchant class restrictions (MCC), regional as well as international restrictions, etc. Vendors are encouraged to provide a detailed description of what programs and practices are in place internally that prevent or curtail these limits and restrictions from being modified without proper authorization.
7. **Payment Plan Options:** Vendors should propose various payment plan options and detail any incentives associated with those plans.
8. **Reporting:** All reports shall have multiple sorting options to sort by cardholder name, period of time, merchant and/or by MMC number. A yearly summary report listing the number of transactions, dollar amounts by category, by cardholder with a comparison to the previous year. Vendor to list details of all available reports.
9. **Tax Exempt:** Cortland County as a municipal corporation is exempt from State and Federal Taxes. Vendors should discuss programs that may be available to encode cards as tax exempt thus preventing tax from being charged on transactions paid by credit card.
10. **Card Options:** Vendors should describe what options/limitations they have on what is allowed to be printed on the credit cards. Vendor shall provide a card designed to County of Cortland specifications and shall include as a minimum:
    - The name of the County on the face.
    - The phase "For Official Use Only" shall be printed on the face.
    - The phase "Tax Exempt" shall be embossed on the face.
    - The vendor's 24 hr "help" number shall be printed on the back.
11. **Add/Delete Cards:** Vendors should provide in their proposals information on how cards are added or deleted from an account.
12. **Forms:** Vendors should provide a sample of all forms used in the establishment of a new account, addressing if there is a no-charge customization of the forms to meet the County requirements.
13. **Maintenance:** Vendors should describe the program and process in place for the County's Card Administrator to follow in order to get card maintenance performed such as temporary dollar limit changes, temporary strategy removal, name changes, lost or stolen cards, etc.
14. **Security:** Vendors should detail what type of security measures are practiced internally to manage over the phone/email account administration to insure that only County authorized administrators are making changes to the cardholder's profiles.
15. **Additional Card Security:** Vendors should detail what security measures and practices are in place to prevent an outside party access to the vendor's cardholder database to "steal" personnel information.
16. **Authorization/Identification Code:** Vendor shall accept using the cardholder's employee number in lieu of Social Security Number whenever such information is requested. If a nine-digit number is required, the employee number will be prefilled with zeros to nine digits. The use of Social Security Number is NOT an acceptable option.
17. **Control and Restrictions:** The Vendor shall provide controls (by cardholder) that will prevent the use of the card for purchasing commodities and services the County wishes restricted. The selection of exclusions will be at the County's discretion under general guidelines established

by the Program Administrator(s). The County shall also be able to select predetermined purchase and activity limits and controls including, but not limited to, purchase limits, (transaction, monthly) and merchant restrictions. Cash advances are strictly prohibited.

18. **Credit Liabilities (Lost or Stolen Cards):** Vendors are to provide information on how the use of a commercial credit card from their program by the County cardholder does or does not have any connection to their personal credit history or liabilities except in cases of fraud.
    - Neither Cortland County nor cardholders shall be liable for any purchases made on cards reported lost or stolen. The County will notify Contractor when it becomes evident that a card is lost or stolen. The liability of the County for lost or stolen cards shall not exceed the lesser of $50 or the amount of money, property, labor, or services obtained before notification to Contractor.
    - The County shall only be liable for the use of credit cards by authorized users provided that the use is within the monthly and single dollar purchase limits established for the specific account and the use is processed through a merchant whose MCC code is approved by the County for participation per County's cardholder initial application.
19. **Experience:** Vendors should include in their proposal information on their experience with commercial credit card programs and provide references of other municipal or government accounts they have of comparable size, preferably within New York State, and include contact names and telephone numbers.
20. **Transition:** Vendors should include in their proposal details/timeline on how they plan to handle the transition from the current vendor. Vendor to provide details on the recommended training process of a new card program.
21. **Transition Materials:** Vendors should provide details if there are any cost/fees associated for materials used during the rollout of the new program.
22. **24 Hr. Help Line:** The Vendor must maintain a 24-hour help line (using an 800 number) for cardholder problems and emergencies (lost/stolen cards).
23. **Replacement:** The vendor must replace lost or stolen cards with ten (10) working days after the notification of the loss.
24. **Card Issuance Rules:** Cortland County will develop its own rules and procedures for the issuance, security and operation matters related to the Procurement Card program. The vendor will be required to assist the County in development, implementation, modification or enhancement upon request by the Program Administrator(s).
25. **Issuance of Cards:** Cards will be issued in the name of the County and only those individuals named on the card shall be "authorized users."
26. **Responsibility:** Responsibility for payment will rest with Cortland County through the department that requested the card and not the individual employee. At no time shall the individual employee be held responsible for authorized purchases if for some reason the County is late in payment of invoice(s).
27. **Late Charges:** The County's intention is to submit payment within forty-five (45) days, or sooner, of receipt of invoice/statement. Therefore, we do not foresee any late payments occurring nor do we expect to be billed for interest or late fees.
28. **Details of Billing Cycle:** Established cycles will be coordinated through the County's Treasurer's Office and shall flow swiftly within the County's schedule of payables. Invoice/statement shall be sent to the following:
    - Cardholder(s) at the applicant's work address
    - A master copy to the Program Administrator
    - Vendor shall have the capability to establish electronic billing and a program to upload information into the County's general ledger and Vendor Master File if such service is requested by the County. The updating of the vendor master file is crucial for the account maintenance of the County's 1099 file. (Please describe your capabilities.)

29. **Mail Lists and Promotional Material:** The selling of the mail lists containing the names of the cardholders is absolutely prohibited. The insertion of materials will generally be restricted to material pertaining to this Procurement Card Program.
30. **Program Application:** The Procurement Card Program will be with the County's employees. Initial purchase limits will be established by the Program Administrator(s). The County reserves the right to expand the program and/or dollar limits.
31. **Card Renewal:** Procurement Cards shall normally be reissued every 24 months to each active cardholder. Cards shall automatically renew unless otherwise directed by Cortland County. Renewed cards shall be sent no earlier than 40 calendar days before the expiration date of the existing card and no later than 20 calendar days before the expiration date of the existing card.
32. **County Financial System:** Uses an in-house written / supported system for general ledger and accounts payable systems, which are run on an IBM iSeries server.

PROPOSAL FORMAT:

Section A – Introduction:
This section should contain your understanding of the County's needs and objectives.

Section B – Requested Information and Vendor Questionnaire:
This section must include all requested information and responses to the Vendor Questionnaire should be included here.

Section C – Procurement Card Program Information:
This section should address detailed technical information and scope of work related to the Procurement Card Program proposed.

Section D – Required Forms:
Required forms listed in the RFP to be returned with Proposal.

Section E – References:
This section shall contain names of at least three (3) similar contracts within New York State you presently have (or previously had) with other municipalities or local government agencies within the past three to five years. Please include company name, address, telephone number, contact person and e-mail address.

Section F – Advantages/Rebates:
This section should contain any information afforded to benefit the County.

Section G – Additional Card Programs:
This section should contain any information regarding future use of the procurement card or additional card programs for stated services or any other the vendor may offer.

GENERAL INFORMATION

Obligations of Proposers and Inquiries:

A. Every person intending to issue a proposal pursuant to these specifications, before submitting said proposal, shall make himself fully familiar with the product to be provided. A vendor will be barred from pleading misunderstanding or deception because of estimates of quantities, character, scope of work, location or other conditions surrounding the same. Permission will not be given to modify any proposals after the proposals are opened.

B. To ensure fair consideration for all proposers, Cortland County prohibits communication to or with any county department or employee during the submission process, except as provided in

item (C) below. Additionally, Cortland County prohibits communications initiated by a proposer to any Cortland County Official or employee evaluating or considering the proposal prior to the time an award decision has been made. Any communication between the Proposer and Cortland County will be initiated by the appropriate Cortland County official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal.

C. Technical Inquiries, either in writing or by telephone, should be addressed to:

1. Primary Contact: Martin D. Murphy, Cortland County Administrator
   Martin D. Murphy
   Cortland County Administrator
   60 Central Avenue
   Cortland, NY 13045
   (607) 753-5048, Email address: mmurphy@cortland-co.org

2. RFP Process Inquiries:
   Martin D. Murphy
   Cortland County Administrator's Office
   60 Central Avenue
   Cortland, NY 13045
   (607) 753-5048, Email address: mmurphy@cortland-co.org

All questions should be addressed in writing by email, to Martin D. Murphy. Questions will be accepted until 4:00 pm on Friday, July 25, 2013. Subject line should read "P-Card questions"

The resulting answers along with the questions will be forwarded to all interested registered parties receiving the RFP. While all requests for interpretation of the meaning of the RFP must be made in writing, failure on the part of the successful bidders to do so shall not relieve the Vendor of the obligations to execute such services in accordance with a later interpretation by Cortland County. Interpretations, corrections or scope changes made in any manner other than "in writing" will not be binding. Upon mailing, any addendum/clarification will become part of these specifications to the same extent as though originally included herein and will be come binding upon all vendors submitting proposals.

Contract Period:
The contractual period shall be for a two (2) year term effective January 1, 2015 through December 31, 2016 with provisions for two (2) additional one-year renewals, at the same terms and conditions, upon written mutual agreement of the parties.

Cortland County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County of Cortland and the vendor.

Submission of Proposals:

- Proposals must be submitted using the forms included in these specifications.
- Proposals must be accompanied by a signed Proposal Form.
- Non-Collusion Statement, Vendors Certification Form and Cortland County Appendices A, B & C. These forms can be found at the end of these specifications.

- One (1) original and Three (3) copies of the proposal must be provided.
- If discrepancies are found between two or more copies of the bid, the original copy will provide the basis for resolving such discrepancies.
- Read all documents contained in the Request for Proposal package.
- **Proposers are responsible for submitting their proposal to the Cortland County Administrator's Office, 60 Central Avenue, Room 312, Cortland, NY 13045 by 4:00 pm on August 1, 2013**.
- Facsimile or emailed copies are NOT acceptable.
- Vendors are responsible for reporting, in writing, any errors found in the RFP document to the Cortland County Administrator.
- Vendors shall indicate on the outside of their sealed proposal the following information:
    a. RFP – Commercial Credit Card Program
    b. Date and Time the RFP is due
    c. Company Name

Late Proposals:
Proposals received in the Cortland County Administrator's office after the date and time prescribed shall not be considered for contract award and shall be returned to the Vendor as non-responsive. The Vendor is responsible for the delivery of the proposal. If the proposal is delivered to the wrong county office, by any delivery method, the Vendor bears the responsibility. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the Vendor. Any delay due to traffic, weather, construction, mail or express delivery, mechanical failure or failure to locate the correct room, is not an exception to the deadline for receipt of proposals. Please plan accordingly

Contract Award:
Award of contract will be made following review of proposals and approval by a Selection Committee followed by Board approval, with contract awarded by Cortland County Legislature Resolution. If awarded, the County will award the contract to the lowest responsive and responsible proposer meeting these specifications.

Contract Development:
If the County of Cortland accepts a proposal the County intends to enter into a contractual agreement with the vendor providing the proposal which best meets the needs and requirements of the County. The content of the Request for Proposals and the successful proposal submitted will become an integral part of the contract, but may be modified by provisions of the contract.

Award Committee:
The Selection Committee will be made up of Cortland County Administrator, Cortland County Treasurer, Cortland County Fiscal Manager, and Cortland County Auditor.

Method of Award:
The award may be made to the most responsible proposer whose proposal is determined to be in the best interest of Cortland County and deemed will best serve the County's requirements, based upon Principal Award Criteria, the evaluation of references, corporate qualifications, and if deemed necessary an interview with the Vendor and the Award Committee.

All proposals will be evaluated to determine if they meet the required format and be in compliance with all requirements of the Request for Proposals.

The following criteria will be utilized in the evaluation of qualifications for developing the list of candidates to be considered for interviews and/or potential negotiations. The following criteria are NOT listed in order of importance.

Principal Award Criteria:

(a) Responsiveness, thoroughness and overall quality of the proposal;
(b) Type of card and services provided by vendor;
(c) Fees and financial incentives offered to the County;
(d) Relevant experience of Vendor with bankcard services within New York State;
(e) Questionnaire responses;
(f) Compliance with all RFP requirements;
(g) 100% fraud protection;
(h) Flexibility of vendor in working with County requirements;
(i) Respondents implementation process and experience.
(k) Ability to electronically downloaded transaction and vendor data into the County's financial software.

Cortland County may arrange for an interview with proposers submitting proposals, if required, for the purpose of obtaining additional information or clarification. Proposers must be prepared to make one or more interviews. Proposers must comply with this request or be disqualified. Proposers may be requested to make presentations prior to award of contract. Proposers must comply with this request or be disqualified.

Proposers are advised that, if in the event of receipt of an adequate number of proposals, which, in the opinion of Cortland County, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and represent the Vendor's "best offer."

Irregular Proposals:
The County reserves the right to reject any irregular proposal and the right to waive technicalities if such wavier is in the best interest of the County. Proposals shall be considered irregular for the following reasons:

(a) If the proposal does not include the form(s) furnished by the County, or if the County's form(s) is altered.
(b) If there are unauthorized additions, conditional or alternative pay items, or irregularities of any kind, which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) Incomplete or non-responsive proposals may be rejected at the discretion of Cortland County. Cortland County further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the County to do so.

Advertising:
In submitting its proposal, the Proposer agrees not to use the results there from as a part of any news release or commercial advertising without written approval of the County.

Exceptions:
Any exceptions to terms, conditions, or other requirements in any part of the RFP must be stated and described in detail as part of the proposal. Otherwise, the County will consider that all items proposed are in strict compliance with the RFP, and the successful Proposer will be responsible for compliance.

Written Communication:
No negotiations, decisions, or actions, shall be initiated or executed by the Vendor as a result of any discussions with any County employee or the Vendor's misinterpretation of this RFP. Only those communications that are in writing from those County representatives as identified in this RFP may be considered as a duly authorized expression on behalf of the County. Also, only communications from vendors, which are signed, and in writing shall be recognized by the County as duly authorized expressions on behalf of the vendors.

Clarification of Proposal Information:
Cortland County reserves the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking of references and securing other data from outside sources, as well as from the Vendor.

Reference to Other Materials:
The Proposer cannot compel Cortland County to consider any information except that which is contained in its proposal, or which is offered in response to a request from the County. The Proposer should rely solely on its proposal. The County, however, reserves the right, in its sole discretion, to take into consideration its prior experience with proposers and information gained from other sources.

Altering Proposal:
Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, shall initial any interlineations, alteration or erasure made before opening time and date. Proposals must be submitted in ink or typewritten. Penciling will not be accepted.

Withdrawal of Proposal:
A proposal may be withdrawn at any time prior to the submittal deadline. A proposal may be withdrawn and resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline without the consent of Cortland County, which may be withheld by the Cortland County Legislature in its absolute discretion.

Amendment of Proposal:
A proposal may not be amended. However, a proposal may be withdrawn and resubmitted pursuant to (Withdrawal of Proposal) section above.

Addenda:
Cortland County may, at any time by written notification to all vendors, change any portion of the RFP described and detailed herein. These changes will be communicated to the vendors in the form of Addenda. Addenda will be e-mailed or faxed to all who are known by the County to have received a complete set of specification documents. No Addenda will be issued later than Twenty-four (24) hours prior to the date and time for the receipt of offers, except an Addenda withdrawing the proposal or Addenda for postponement of the proposal due date/time.

Vendors shall ascertain prior to submitting their proposal they have received all Addenda issued and the acknowledge receipt of Addenda by the return of the signed Addenda form(s) with the proposal response.

Performance Ability:
The successful vendor must be prepared, if requested to furnish evidence, including documentary evidence where necessary, to establish proof of financial responsibility and ability to perform if awarded a contract. In all cases the decision of the County of Cortland shall be considered final.

Deviation from Specifications:
Any deviation from the listed specifications must be completely outlined. Failure to comply will constitute reason to declare the proposal unresponsive. Cortland County reserves the right to reject any and all proposals and waive any formalities.

Cortland County Reserves the Right:

(a) Reject any and all proposals received in response to this solicitation;
(b) The County reserves the right to reject any bid/proposal of any vendor who has previously failed to perform adequately after having once been awarded a prior bid/proposal for furnishing materials or services similar in nature to those in this bid/request for proposal,
(c) To waive any technical or formal defect in the proposal that is considered by Cortland County to be merely irregular, immaterial, or unsubstantial.

Terms/Payment:
Payment of cardholder monthly statements will be made **45 days or less** from receipt of billing. Cardholder billing shall be prepared and submitted in accordance with the payment options offered in the proposal. Please provide details if you are unable to extend terms to the County preferred 45 days or less.

Independent Contractor:
It is understood the contractor is an independent contractor and shall not be considered an agent of the County, nor shall any of the contractor's agents or employees be considered subagents for the County.

Disqualifications:
Cortland County reserves the right to disqualify any company upon convincing evidence of collusion with intent to defraud and to commit any other illegal practices on the part of the firm. Failure to comply with requests for insurance or bonding may also be grounds for disqualification. Cortland County reserves the right to reject any and all proposals, to waive all technicalities and irregularities, and to make the award considered to be in the best interest of the County.

Proposal Subject to Disclosure:
During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm's proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request shall be in writing, shall state the reasons why the information should be excepted from disclosure, shall be provided at the time of submission of the subject information and in the same envelop as the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Opening of Proposals:
Under the Request for Proposals process there is no public opening of RFP's. After receipt, each proposal will be checked to determine if it is complete and meets the requirements of this Request for Proposals. The proposals received will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, proposals will be available for public inspection.

Elaborate Proposals:
Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are neither required nor desired.

Right to Submitted Materials:
All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the proposers, will become the property of the County when received.

Minimum Conditions for Consideration:
To be considered, the Proposer must, at a minimum, respond to the full scope of services specified in this RFP. The Vendor may provide suggested additions, enhancements or improvements to the scope of services, which, at the discretion of the County, may or may not be considered.

Provide a detailed price breakdown for your services as they apply to this project.

General Contract Terms:
The terms and conditions contained within this Request for Proposal shall be incorporated into any contract resulting from the acceptance of any proposal. *(If applicable, please include a copy of your contract document for review/approval by the County Attorney.)*

Completeness or Accuracy of Documents:
If you have obtained this document from a source other than Cortland County, it is strongly recommended that you obtain an official copy.

Alternate Proposals:
An alternate proposal is viewed by Cortland County as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation.

An Alternate proposal may also be a second proposal submitted by the same proposer that differs in some degree from its basic or prime approach.

Alternate proposals may address the technical approach or other provision or requirements set forth in the solicitation.

All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized. Cortland County will, during the initial evaluation process, consider all alternate proposals submitted.

Failure to Execute:
Failure of successful bidder to execute the Contract and furnish proof of insurance within the fifteen (15) calendar day period shall be just cause for cancellation of the award.

Judgments/Legal Findings:
By submitting a proposal for consideration, the vendor affirms they currently have no judgments or other legal findings nor have any pending judgments or other legal finding against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this RFP. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

VENDOR QUESTIONNAIRE

This Questionnaire shall be completely answered and returned as part of your Proposal. Failure to do so may result in disqualification of your Proposal. <u>The deferral of a response to a question or issue to the Contract negotiation stage is not acceptable.</u> Evaluation of this Questionnaire will be a prime factor in the award of this contract.

(A) Company Background:

	QUESTION	RESPONSE (responses may be included on an additional form.)
A1.	Identify your firm, including legal name and address.	
A2.	How many p-card clients do you currently have?	
A3.	Does your firm outsource any procurement card activities to Third parties? If yes, please detail.	
A4.	Briefly describe your company's background and history in the procurement card industry.	
A5.	Please provide a resume of your company's work force that will be assigned to this project.	
A6.	Who will be supervising the work to be performed under this contract and what is the person's experience (years of experience, certification, and qualifications, etc.)?	
A7.	Please provide the role of the vendor as related to County staff, including the division of work between the vendor and County staff.	
A8.	Will the County have the ability to set transaction and monthly dollar limits at County desired levels. Are transactions rejected if cardholder attempts to exceed transaction or monthly dollar levels?	

(B) Description of Services:

	QUESTION	RESPONSE
B1.	Does your firm provide a complete p-card program from the development and implementation phase through training phase? Are any of the components subcontracted?	
B2.	Describe the technology used in your p-card program. Include information on computer technology, communication links, and security of cardholder information.	
B3.	Explain your capabilities to provide p-cards which can be customized per our requirements including, but not limited to: Artwork, limited text, logos, colors, tax exempt information, etc.	
B4.	How will the cards be distributed initially and on an ongoing basis?	
B5.	To whom will the new cards be distributed (cardholder, department head, program administrator)?	
B6.	How many days elapse between ordering p-cards and receiving cards for use?	
B7.	Describe the time frame required by your firm to totally implement a program, including acquisition of necessary hardware and software for on-line reporting.	

B8.	Document your transaction authorization process including the process used by you to detect fraud.	
B9.	How are lost and stolen cards handled by your firm? Will your company send a newly issued p-card directly to the cardholder?	
B10.	Please document your liability insurance covering fraudulent purchases.	
B12.	What would the County's responsibility be, if any, for the unauthorized use of an employees card (i.e. fraud)?	
B13.	Describe your process for working with the County after implementation on improvements and enhancements to the p-card program.	

(C.) Reporting and Billing:

	QUESTION	**RESPONSE**
C1.	Describe the various reporting options and the level of report. Detail your program offers and describe how these reports can be tailored to meet the requirements of a client. What costs, if any, are associated with these reporting options?	
C2.	Describe how and in what form electronic billing or reporting of data transfer/transmission is accomplished. Describe in detail how this information will be formatted and sent to the County. Describe the frequency with which data if refreshed to your reporting tools.	
C3.	Does your system support on-line inquiry screens that provide the County access to current transactions? If so, please describe.	
C4.	Explain your billing cycle and how it can be tailored to meet the County needs.	
C5.	Can billing statements be delivered electronically? Please provide details.	
C6.	Does your program provide report options including, but not limited to: a. Transactions listed by individual cardholder every 24 hours.. b. Transactions grouped by department. c. Transactions grouped by account. d. Exceptions/violation attempt reports within 24 hrs of transaction. e. Weekly, biweekly, monthly, frequency of reporting. f. Ability to list transactions by vendor, merchant, and, or MCC number. g. Providing month to date information up to including one full year. h. P-card renewal information. i. 1099 reporting.	
C7.	Please list any other standard reports that would enable us to establish program controls, analyze care activity and meet audit requirements. Are these available online?	
C8.	Please document what information is available today versus future planned offering.	
C9.	What level of detail is provided on cardholder statements?	
C11.	In what format is the electronic billing statement	

	provided? What level of detail is provided?	
C12.	How many clients are currently using your reporting tools? How long have these tools been in production?	
C13.	Describe the frequency with which data is refreshed to your reporting tools.	

(D) Customer Service and Problem Resolution:

	QUESTION	RESPONSE
D1.	Provide a description of your p-card account support including an outline of customer support staff.	
D2.	Do you provide a toll-free 24-hour customer service phone number?	
D3.	Will a dedicated customer support person be assigned to the County's account for contact during regular business hours? Will you provide an "800" number? Email address for Card Administrators?	
D4.	Describe the process used for canceling cards for terminated employees.	
D5.	Describe the process used for notifying the program administrator of gross misuse.	
D6.	Describe your process resolving disputed charges. What is the average time to resolve a disputed charge?	

(E) Incentives & Fees:

	QUESTION	RESPONSE
E1.	Describe your revenue sharing or rebate programs offered based upon annual volumes. Please provide the minimum number of transactions and dollars required. For simplicity reasons assume all payments are received within the agreed upon timeframe. How are these incentives or rebates paid to the County?	
E2.	Please identify/describe any fees for the following products/services: a. Card fees b. Transaction fees c. MIS fees, implementation fees, d. Software fees e. Reporting tools f. Custom report requests g. Consulting fees h. Any optional services	
E3.	What are the payment terms associated with your card? Are there any penalties for late payment? If so, what are they and how are they applied? Are there any penalties for non-use of a card? If so, what are they and when are they applied? List ALL fees associated with late payments.	
E4.	Describe liability waiver insurance provided as part of your program.	

(F) Training and Implementation:

	QUESTION	RESPONSE
F1.	Describe in detail your training for end users and administrators of the program. Include information on the type of training materials, the location of training sessions, an estimate of time to budget for the training for each individual.	
F2.	What kind of implementation support will your firm provide? Please specify initial set-up support and ongoing support.	
F3.	Please provide a recommended implementation plan that details key elements and support resources.	
F4.	Why type of material for both cardholders and program administrators will your company make available during program rollout? Please provide samples of the various materials.	
F5.	What support can you provide in preparing a cardholder program manual that will define objectives, instructions for proper use, answer common cardholder questions and explain program policies and rules?	
F6.	What support can you provide to help develop a training program during rollout?	
F7.	Describe your company's role in the implementation process. Provide a sample implementation project plan.	
F8.	What re-training do you recommend/provide for long term cardholders? How often should this re-training be held?	

PROPOSAL
Cortland County – Commercial Credit Card Program – Purchasing and Travel

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. The successful bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or the company or firm I represent, to a contract with Cortland County. This signed proposal will become part of a binding contract after award by the Cortland County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by Cortland County Legislature the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

_____	_____
Legal name of firm/corporation	Authorized Signature (Blue Ink)
_____	_____
Address	Typed Name
_____	_____
City/State/Zip	Title
_____	_____
Date	Telephone No. Fax No.

Federal ID Number: _____

Email Address: _____

NON-COLLUSION FORM
Cortland County – Commercial Credit Card Program – Purchasing and Travel

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with this Request for Proposals, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

_____	_____
Legal name of firm/corporation	Authorized Signature (Blue Ink)
_____	_____
Address	Typed Name
_____	_____
City/State/Zip	Title
_____	_____
Date	Telephone No. Fax No.

Vendor Responsibility Form
Cortland County

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES _____ NO _____

B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? YES _____ NO _____

C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES _____ NO _____

D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES _____ NO _____

E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127? YES _____ NO _____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

_____

_____

(Attach Additional Sheets if Necessary)

Overview on Executive Order #127 May be Accessed:
http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Cortland (herein after "County").

I. **NON-ASSIGNMENT CLAUSE**. In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.

II. **WORKER'S COMPENSATION BENEFITS**. In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.

III. **NON-DISCRIMINATION REQUIREMENTS**. In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

IV. **WAGE AND HOURS PROVISIONS**. If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

V. **NON-COLLUSIVE BIDDING REQUIREMENT**. In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

VI. **SET-OFF RIGHTS**. The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

VII. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

VIII. **MEDICAID/MEDICARE COMPLIANCE**. If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractors failure to comply with these conditions or based upon any false certification under this section.

IX. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

X. **GOVERNING LAW**. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

XI. **NO ARBITRATION AND SERVICE OF PROCESS**. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Cortland County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

XII. **BUDGETED FUNDS**. This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.

XIII. **APPROVAL OF BOARD OF SUPERVISORS**. This contract is subject to and conditioned upon approval by the Cortland County Legislature.

XIV. **INCORPORATION**. The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

_____
Cortland County

_____
Contractor
(Signature of Authorized Official Required)

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Cortland (herein after "County").

I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.

II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, it’s agents or employees.

III. A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.

B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.

C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.

D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.

E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all-inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

_____
Cortland County

_____
Contractor
(Signature of Authorized Official Required)

APPENDIX C

CORTLAND COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Cortland as an unrestricted additional insured on the contractor's/permittee's insurance polices, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Cortland is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Cortland County Attorney.

II. The policy naming the County of Cortland as an additional insured shall:

- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
- state that the organization's coverage shall be primary coverage for the County of Cortland, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Cortland shall be in excess of the contractor's insurance, and shall not contribute with it.

III. The contractor/permittee agrees to indemnify the County of Cortland for any applicable deductibles or self insurance reserves.

IV. Required Insurance:

- **Commercial General Liability Insurance**
  $1,000,000 per occurrence/ $2,000,000 aggregate per project.
- **Automobile Liability**
  $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**
  Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Cortland County Attorney for determination of necessity.)**
  $1,000,000 per occurrence/$2,000,000 aggregate, with the County of Cortland as the named insured.
- **Professional Errors and Omissions Insurance (If professional service contract)**
  $1,000,000 per occurrence/ $2,000,000 aggregate for the negligent professional acts of the contractor.

V. The contractor/permittee is to provide the County of Cortland with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. **Contractor/permittee shall provide the County of Cortland with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the County of Cortland with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the Cortland County Attorney, 60 Central Avenue, Cortland, New York 13045 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Cortland, or the failure to provide such notices, constitutes a**

material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Cortland, including termination of the contract. The failure of the County of Cortland to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Cortland.

VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Cortland.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. **ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE**:

The contractor/permittee shall file with the Cortland County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

a. Name and address of insured
b. Issue date of certificate
c. Insurance company name
d. Type of coverage in effect
e. Policy number
f. Inception and expiration dates of policies included on certificate
g. Limits of liability for all policies included on certificate
h. Certificate holder shall be County of Cortland, 60 Central Avenue, Cortland, New York 13045.
i. Description of contract for which insurance is being provided.
j. Insurance agents name, address and phone number.

_____

Contractor
(Signature of Authorized Official Required)

_____

Date