

# **CITY OF RENSSELAER**

## **REQUEST FOR PROPOSAL No.**

**For**

## **Purchasing Card Program**

**For complete information regarding this project, see RFP posted at  
or contact the City representative listed below. Thank you for your interest!**

**Contact Person: Nancy Hardt City Clerk**

**Phone Number: (518) 462-4266**

**E-mail Address: [nancy.hardt@rensselaerny.gov](mailto:nancy.hardt@rensselaerny.gov)**

### **RESPONSE DUE**

**by**

**2:00 p.m.**

**on**

**October 14, 2016**

**at**

**Rensselaer City, –Procurement & Support Services**

**62 Washington Ave**

**Rensselaer N.Y. 12144**

# CITY OF RENSSELAER

REQUEST FOR PROPOSAL No. Error! Reference source not found.  
SPECIFICATIONS, TERMS & CONDITIONS  
for  
Purchasing Card Program

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**I. STATEMENT OF WORK**

**A. INTENT**

It is the intent of these specifications, terms, and conditions to describe the Purchasing Card (P-Card) program required by the City of Rensselaer. The program must provide an efficient, cost-effective method of purchasing and paying for small purchases (currently identified as purchases valued up to and including \$1,000), simplify the purchasing process, reduce paperwork, lower administrative costs, and increase the City's ability to monitor P-Card spending.

The City intends to award a five-year contract (with option to renew) to the bidder selected as the most responsible bidder whose response conforms to the RFP and meets the City's requirements.

**B. SCOPE**

The City of Rensselaer is looking to implement a purchasing card program to provide a procurement tool for the purchase of goods and services, as required, by its approximately one hundred and twenty (120) employees. The City's current purchasing program allows purchases of up to \$1,000 per single transaction and averages over six million dollars (\$6,000,000) in annual purchases.

**BIDDER QUALIFICATIONS**

**1. BIDDER Minimum Qualifications**

- a. Bidder shall have been regularly and continuously engaged in the business of providing purchasing cards for at least ten (10) organizations that meet or exceed the scope requirements below for at least five (5) years as evidenced by references submitted. The scope is approximately as follows:
  - (1) 900 employees;
  - (2) 65 customer departmental accounts; and
  - (3) A minimum of 300 cardholders.
- b. Bidder shall be an FDIC-insured, credit-card issuing commercial bank, or savings institution.

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- c. Bidder shall be committed to have a minimum of three (3) government or other government or public entity references including contact information.
- d. The Bidder should include Audited Financial Statements for the most recent fiscal year including:
- e. Most recent SSAE No. 16 Auditor's report and
- f. Bidder must provide a branch location listing advising all branches residing in Rensselaer City and loan detail to include:
  - (1) The total number of home loans,
  - (2) Total small business loans; and
  - (3) Total loans to non-profit organizations within Rensselaer City.

C. SPECIFIC REQUIREMENTS

The proposed P-Card program must contain the following features:

- 1. Browser-Based Card and Report Management: The system must allow for quick updates and business rule changes, as the City deems necessary, and shall include the capability to interface with the City's Financial Management System (FMS). The below items are fundamental prerequisites for the system, although additions/modifications may be requested during the course of the contract:
  - a. Provide username/password controlled access to the account by authorized personnel over the internet in a secure manner,
  - b. Allow designated City staff to view P-Card transactions and all related data as soon as they are posted to the Contractor's system (not to exceed 48 hours after transactions occur),
  - c. Provide the ability to create an oversight hierarchy wherein stakeholders are assigned varying roles and responsibilities as established by the City's needs and policies,
  - d. Allow designated City staff to access, download and/or print standardized reports as well as create customized reports to provide requisite City-specific data for auditing and monitoring purposes,
  - e. Provide integration capability between Contractor's card-management system and the City's FMS,

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- f. Provide cost-allocation/general ledger capabilities, enabling users to allocate different budgets to individual transactions using budget codes for review and approval, and
- g. Retain all card related data, such that it is accessible by the City, for a minimum period of seven years, as mandated by the IRS.

2. Direct Cash Rebate

The program must include a rebate offering. Other program incentives may be offered. The City expects the rebate to be calculated using the aggregate City P-Card spending for its fiscal year and receipt of rebate checks no later than September 15<sup>th</sup> following conclusion of each fiscal year. The City's fiscal year begins August 1<sup>st</sup> and ends July 31<sup>st</sup>. Other rebate payment receipt schedules (e.g., bi-annually, quarterly, and monthly) may be proposed.

3. Technology Uptime Commitments and Disaster Recovery Plan

- a. The Contractor shall provide an overall commitment to ensure the card-management system is available 24 hours a day, seven (7) days a week. The Contractor shall enter into a Service Level Agreement (SLA) with the City that prescribes safeguards to ensure service continuity to maintain maximum uptime, planned down time for system maintenance, penalties for failure to remediate system problems within prescribed time limits, and response time parameters for system problem resolution.
- b. The Contractor shall provide a disaster recovery plan which addresses 24 hours a day, seven (7) days a week account accessibility in the event of natural disasters and/or declared emergencies where the City is responsible for stabilizing the welfare of the general public. Proposal shall identify handling of the following:

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- (1) Disaster only P-Cards cards vs. virtual “ghost” account numbers,
- (2) Provisions for emergency spending limits on current cards,
- (3) Activation of nontraditional merchant categories, and revision to card security limits, e.g. number of transactions per day.

4. Online Functionality for City P-Card Administrators

The Contractor shall provide a browser-based system that allows City P-Card Administrators to perform the following administrative tasks, including, but not limited to:

- a. Card termination/cancellation/suspension – to be effective instantaneously,
- b. Card spending limit changes – to be effective instantaneously,
- c. New user and card creation – the Contractor shall issue new cards within five (5) business days of receipt of request,
- d. Change of address – to be effective within two business days,
- e. Change of program/user hierarchy – to be effective instantaneously, and
- f. MCC “Merchant Category Code” Restriction – ability to restrict or allow usage at the card level.

5. Controls/Restrictions

The Contractor shall address its card use/system controls and restrictions to prevent the improper use of cards as may be designated by the City as a whole. The City P-Card Administrator will determine how the cards will be used, consistent with the terms of the contract, and within the City’s single per-transaction dollar limit. Cash advances are strictly prohibited. The City may specify:

- a. Single per-transaction dollar limits for each cardholder up to the current Citywide single transaction limit,
- b. Number of credit card authorizations per day,
- c. Number of credit card transactions per billing cycle,
- d. Transaction dollar limits per billing cycle per Cardholder,

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- e. Authorization tied to budget limits, and/or
  - f. Restriction on the types of merchants with which the card may be used.
  - g. City P-Card Administrators shall have the authority to contact the Contractor directly to make specific account changes or queries on behalf of City Cardholders (i.e. status of ordered cards, change of spending levels, etc.)
  - h. The Citywide P-Card Administrators shall have the authority to review any and all City Transactions and shall possess the ability to review and change individual City account settings and speak on behalf of all City Accounts
  - i. The Contractor will allow individual Agencies to prohibit Merchant Category Codes (MCC's) that will be in addition to any Citywide MCC prohibitions as determined by the Citywide Program Administrator. Prohibited Citywide MCCs are not to be changed by agencies but can be modified at the discretion of the Citywide Program Administrator and by changes to City Policy
6. Hierarchy Development within the card-management system
- The Contractor shall work with the City to develop a multi-tiered hierarchy within its card-management system enabling administrators to effectively monitor and control card activity by creating, managing, and editing profiles of various P-Card stakeholders.
7. General Ledger/Accounting
- The Contractor shall identify existing general ledger capabilities of its card management system, such as the number of fields and the number of characters that can fit into each field. Moreover, the contractor shall describe the system's ability to modify the number of fields should the City require such additional fields.

8. Vendor Transition and Support

The Contractor shall provide experienced personnel, dedicated solely to assisting the City and the City wide P-Card administrators in conducting and managing a successful transition from the current program's P-Card provider to the new P-card Provider. The resources assigned to the City by the Contractor shall have the ability to reach out to the Contractor's senior managers in order to resolve matters which would otherwise impede the transition process within the agreed upon project plan timeframes. Such tasks for vendor transition support shall include, but are not limited to:

- (1) Training for City personnel on the Contractor's card-management system,
- (2) Work with City personnel to determine if the Contractor's card management system meets the City's needs or if customization will be required. The City's card-management system needs to include but is not limited to:
  - (a) Customized names of field headers such as object code and budget code,
  - (b) Standardized/customizable reports,
  - (c) Merchant Category Code (MCC)/object code matches,
  - (d) Password/logon ID's for cardholders and other users,
  - (e) Workflow/program hierarchy within the card-management system,
  - (f) Email notifications and reminders of pending activations/steps to be taken, and
  - (g) Card profiles, settings and ability to manage them.
- (3) The City expects that the Contractor shall assign a dedicated Program Transition Manager, who will provide the following support during the initial phase of the transition:
  - (a) Coordinate all Contractor resources,
  - (b) Manage communications with the City, and

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(c) Ensure all deliverables are met and adhere to the terms of the contract and work plan.

(4) The transition from the current P-Card provider to the Contractor will be a critical activity that may affect the program's continuing success and potential. The City expects the Contractor shall provide a dedicated team leader to manage the entire aspect of the transition, both logistically and technically. This person will work closely with the organization to marshal all resources to ensure the transition is smooth and any issues are resolved in a timely manner.

(5) Exchange of Financial Forms and Information

The Contractor shall provide all necessary forms to be completed by the City, including but not limited to, technology usage and license agreements and other forms and agreements, as required.

(6) Card Design/Logo

The Contractor shall issue new, inactivated cards to the City P-Card Administrator. The Contractor shall work with the City in the designing/branding of the new cards. The Contractor shall provide a project plan that includes:

- (a) Card design,
- (b) Collection of needed City Data,
- (c) City account(s) setup,
- (d) Card production,
- (e) Card delivery to the City P-Card Administrator, and
- (f) The card shall contain, at a minimum:
  - i. Prominent indication that the card is an Rensselaer City Government Procurement/Purchasing Card and placement of the Rensselaer City emblem on the plastic to avoid it being mistaken for a personal credit card,
  - ii. Phrase for OFFICIAL USE ONLY prominently displayed on the card,

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- iii. Contractor contact information (i.e. customer service or lost/stolen telephone number) for the cardholder on the back of the card, and
- iv. The Cardholder's name and his/her City/Department name.

In the event that the customized card design/logo will delay the issuance of the first batch of cards, then interim cards shall be issued to existing Cardholders with all the information, as listed above, except for the Cardholders' City/department name.

(7) Credit Setup

The Contractor is expected to provide a line of credit to the City, as a whole, sufficient for its purchasing needs; the overall City credit limit will be apportioned to the individual Agencies sufficient for their needs, pursuant to the designation by the Citywide P-Card Administrator. City monthly credit limits currently range from \$76,000 to more than \$4,000,000 depending on the volume of spending and are subject to change based upon request and obtain the speedy approval for specific City credit limits changes.

(8) Card Distribution

All P-Cards issued by the Contractor shall be sent to the Citywide P-Card Administrator, inactivated, at a designated location for distribution to City staff, pursuant to City wide card distribution policy and procedure. Issued cards shall not be sent via first class mail but shall be sent via traceable/tractable shipping method (i.e. Fed Ex or UPS).

(9) Training for Administrators and Cardholders

The Contractor shall provide on-site, computer based and web-based training for City designated Staff. The training classes should be conducted, at a minimum, once a week, for approximately the first six months of the contract. The City will provide space for classes. Classes will have no fewer than ten (10) and no more than twenty-five 25 participants. Training shall include, but not be limited to:

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- (a) Card administration (i.e. hierarchy development within the card-management system, etc.),
- (b) Card use issue (i.e. transaction dispute resolution, card misuse procedures, lost/stolen card issues, etc.),
- (c) Accessing, modifying, scheduling, and printing City reports.

Training curricula should be designed in “train the trainer” format and should be similar in content and format to web-based training, which is also required. Proposers may suggest other training formats.

(10) Hierarchy Development Within The Card-Management System

The City expects the Contractor will work with the City and the current card P-Card provider to transition to a hierarchy format within the Contractor’s card-management system (i.e. Administrator, Approver, or Cardholder).

(11) Billing Cycle/Payment Deadlines

During the transition, the Contractor shall work with the City to establish billing cycle dates and payment deadlines that will apply to the remainder of the contract term.

(12) Ongoing Program Requirements

- (a) Dedicated Customer Service Representatives

The Contractor shall provide dedicated call center resources for the City so that the Citywide P-Card Administrator, City P-card Administrators, and other stakeholders are able to work with at least two resources familiar with the City’s program. These resources shall be available during the City’s normal business hours (8:00 a.m. – 5:00 p.m. PST) excluding weekends and City designated holidays. Additionally, the Contractor shall provide contact information to address after hour emergency needs.

b. Additional or Replacement Card Distribution

The distribution of any additional or replacement cards will be handled in the same manner as with the initial distribution of cards. All cards must be sent inactivated to the Citywide P-Card Administrator at a designated location for distribution to City staff, pursuant to City wide card distribution policy. Issued cards shall not be sent via first class mail but shall be sent via traceable/track able shipping method (i.e. FedEx or UPS).

c. Lost and/or Stolen Cards

The Contractor shall provide a 24 hour contact phone number to report lost or stolen cards. The Contractor shall provide immediate cancellation and emergency issuance of a replacement for the reported lost or stolen card. The City expects replacement cards will be issued within 48 hours of being reported lost or stolen in non-emergency situations and be sent to the Citywide P-Card Administrator pursuant to the Citywide Card distribution policy.

d. Transaction Dispute Resolution

The Contractor shall offer a transaction dispute resolution process pursuant to industry best practices. The proposing vendor shall describe the mechanism that would be set up for the City Cardholders wishing to dispute charges attributed to their purchasing cards. The transaction review process must be completed by the Contractor within ninety (90) days of the dispute. The dispute resolution process will include:

- (1) How to file a transaction dispute
- (2) Required documentation
- (3) Handling of charges and payments pending resolution during the dispute process

e. Escalation Process

The Contractor shall provide details of the escalation process that shall be developed to resolve any potential conflicts between P-Card stakeholders and the Contractor's personnel. Such a procedure shall include a mechanism to escalate the matter to the dedicated call center personnel's supervisor.

f. Ongoing Training

In addition to the initial program training, the Contractor shall provide ongoing training and/or remedial support for all City P-Card appointed staff. This support shall include face-to-face, teleconference, and recorded presentations as well as electronic materials (i.e. FAQs, manuals, etc.).

g. Mid-Cycle Account Changes

Contractor shall provide a procedure for managing/reconciling accounts when changes occur during a billing cycle, such as a Cardholder changing Agencies with a minimum of disruption to service.

9. Card Usage

a. Liability Waiver

Contractor shall assume all liability for any unauthorized use of cards, and for account numbers, etc. that are fraudulently used, lost or stolen, pursuant to industry wide best practices.

b. Card Insurance

The Contractor shall obtain and maintain standard insurance for purchasing cards pursuant to industry wide best practices.

10. Contract Succession Transition

At the end of any Contractor's contract term, the Contractor will furnish training with a successor vendor to effect a cooperative, orderly, and seamless transition to any successor. Upon the City's written request, the Contractor shall furnish a phase-in-phase-out plan up to 365 calendar days prior to the expiration of this contract. The Contractor shall furnish a complete master file, in a format (electronic and/or hard copy) agreeable to the City, of all accounts, to any successor no less than 90 days prior to the end of the contract. The Contractor shall also settle all account related transaction disputes. The Contractor's responsibility for settling all transaction disputes survives the expiration of this contract.

11. Financial Management System (FMS) Integration Requirements

The full benefits of a program cannot be achieved until P-Card data is channeled directly from the Contractor's card-management system into its FMS, thereby eliminating manual entry of data, human error, and additional paperwork. Contractor will provide support, expertise, and a robust, secure process for implementing this integration.

a. Integration Support

Contractor shall provide support to assist the City with planning, developing, and implementing its P-card/FMS integration. Support may include, but is not limited to, requisite expert resources, data mapping and migration assistance, and an ongoing process for securely transmitting P-card data from the Contractor's card-management system to FMS.

b. Electronic Billing File

Contractor shall, at a minimum, provide billing files electronically for an interface to the City's FMS. Such files shall contain all requisite P-card purchase information. All interfaces to and from the FMS system, which would potentially cause any change to the data, must be approved by the City which owns that data. In the case of accounting interfaces, the Rensselaer City Office of the **Treasurer and Comptroller** must approve all interfaces with the accounting data.

The Contractor shall provide an electronic billing file of all transactions for the card cycle formatted according to the needs of the City. The Contractor shall work with the City to define the process for cost allocation, workflow, approvals, and mapping to the General Ledger and payment. The Contractor shall work with the City to create and test such a file, and transmit the data on at least a daily basis in a secure and reliable manner, in accordance with City requirements and standards. The Contractor shall make all changes to the billing file format in the future, if requested to do so by the City.

c. Training for City Designated Employees

The Contractor's bank technology expert shall provide appropriate technical training and material to City personnel. Such training shall be developed at the cardholder, and administrative levels and include, but not be limited to:

- (1) Card administration procedures,
- (2) Benefits and features of the cards,
- (3) Generating online reports and duplicate statements,
- (4) Contractor's technology for cost allocation process,
- (5) Format and contents billing,
- (6) File delivery process,
- (7) Quality assurance on file delivery process and contents,
- (8) Contractor's 1099 management system and,
- (9) Customization required for Level I, II and III data configuration.

D. DELIVERABLES / REPORTS

1. Management Reports

Contractor shall provide reporting capability via a secure, internet-based solution that meets the City's security needs for internet viewing of financial information and transaction monitoring. The system shall provide designated City staff and Cardholders the ability to view P-Card transaction information using username/password-protected access. In addition to providing reporting capability, the Contractor is expected to work directly with the Citywide P-Card Administrator and City P-Card Administrators to develop customized City reports that fulfill both current and future City requirements.

a. Program Management Reports

Contractor shall provide via its online card-management system reports, that include but are not limited to, the following:

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- (1) User/City spend analysis
- (2) Merchant data analysis including ethnicity and gender for Small, Local and Emerging (SLEB) merchants within Rensselaer City
- (3) Exception reports (i.e. declined transactions, disputed transactions, etc.)
- (4) User transaction reports including Level I, II, and III detail
- (5) Financial settlement reports
- (6) Monthly billing
- (7) City expenditure data, as required by the City
- (8) A summary report statement to each Cardholder each month
- (9) A consolidated City statement each month to the City P-card Administrator or his/her designee
- (10) Delivery of hard copy statements for each individual Cardholder and a consolidated hard copy statement of all City transactions for delivery to the City Administrator following conclusion of each billing cycle
- (11) Online queries for individual cardholder statements shall be printable

b. 1099 Reporting and Enhanced Merchant Reporting Tools

The proposed program must include participation in the Internal Revenue Service (IRS) Qualified Payment Card Agent (QPCA) program authorizing the Contractor to solicit and validate merchant Taxpayer Identification Numbers (TIN) on the City's behalf. The Contractor Enhanced Merchant Reporting tool shall be available via an online portal, updated quarterly, and accessible to City designated staff.

The Enhanced Merchant Reporting online portal shall have hierarchy security in place allowing individual cardholders, and City departments' access to their specific transaction information while allowing administrative staff access to all transaction information or for a specific group. The report shall include the following data: merchant name, merchant address, taxpayer ID number, total sales, SIC/MCC number.

**II. CALENDAR OF EVENTS**

EVENT	DATE/LOCATION	
Request Issued	September 8, 2016	
Written Questions Due	by 3:00 p.m. on September 22, 2016	
*Networking/Bidders Conference #1 ***IF required***	September 29, 2016 @ 10:00 a.m.	at: Purchasing Department Room, 1 <sup>st</sup> Floor 62 Washington St. Rensselaer NY 12144
Addendum Issued (if needed)	October 10, 2016	
Response Due	October 14, 2016 2:00PM	
Evaluation Period	October 17 – October 21, 2016	
Vendor Interviews	October 17-21, 2016	
Board Letter Recommending Award Issued	October 31, 2016	
Board Consideration Award Date	November 2, 2016	
Contract Start Date	November 1, 2016	

**Note:** Award and start dates are approximate.

E. **BIDDERS CONFERENCES**

1. Bidders conferences will be held to:
  - a. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
  - b. Provide the City with an opportunity to receive feedback regarding the project and RFQ.
2. All questions will be addressed, and the list of attendees will be included, in an RFQ Addendum following the networking/bidders conference(s).
3. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships.
4. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms, and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

III. **CITY PROCEDURES, TERMS, AND CONDITIONS**

F. **EVALUATION CRITERIA / SELECTION COMMITTEE**

All proposals will be evaluated by a City Selection Committee (CSC). The City Selection Committee may be composed of City staff and other parties that may have expertise or experience in purchasing card programs. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the City–Purchasing Department only. Bidders shall not contact evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City’s requirements as set forth in this RFP.

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Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the City intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the City, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the City. The goal is to award a contract to the bidder(s) that proposes the City the best quality as determined by the combined weight of the evaluation criteria. The City may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred fifty (550) points, including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

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The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation, and interview.

If the two-stage approach is used, the three bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

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The Evaluation Criteria and their respective weights are as follows:

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<b>Financial Stability (See Exhibit A – Bid Response Packet)</b>	Pass/Fail
	<p><b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a>.</p>	Pass/Fail
<b>B.</b>	<p><b>Technical Criteria:</b> In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <ol style="list-style-type: none"> <li>1. System Design - A comparison will be made of the proposed purchasing card systems.</li> <li>2. Software Design and Development - The evaluation will compare the proposed software capabilities with the requirements of this RFP in terms of the software's compatibility with existing purchasing card management and data processing systems</li> <li>3. Life-Cycle Support - An assessment will be made of the scope and extent of resources required to operate and maintain the proposed purchasing card system.</li> <li>4. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness, and technical expertise.</li> </ol>	15 Points

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<b>C.</b>	<p><b>Cost:</b> The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the City to finance system and/or services.</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when a superior proposal is at a price that the City cannot afford.</p>	15 Points
<b>D.</b>	<p><b>Implementation Plan:</b> An evaluation will be made of the likelihood that Bidder's implementation plan will meet the City's requirements.</p>	5 Points
<b>E.</b>	<p><b>Relevant Experience:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the organization have experience on similar projects? (4pts)</li> <li>2. Does the organization have a Community Reinvestment Act (CRA) rating of satisfactory or above? (4pts)</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project? (2pts)</li> <li>4. Philosophy on Community Investments - Does the organization show demonstrated experience with programs that implement and promote a corporate philosophy of community investments and healthy communities. (12pts)</li> <li>5. Does the organization show data for loan approvals in Rensselaer City? (3pts)</li> </ol>	25 Points

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<b>F.</b>	<b>References (See Exhibit A – Bid Response Packet)</b>	15 Points
<b>G.</b>	<b>Overall Proposal</b>	15 Points
<b>H.</b>	<b>Oral Presentation and Interview:</b> The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.	10 Points
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	Local Preference: Points equaling five percent (5%) of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

**G. CONTRACT EVALUATION AND ASSESSMENT**

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the City will meet with the Contractor to evaluate system and services performance and to identify any issues or potential problems.

The City reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed system and services were evidenced which make it unlikely (even with possible modifications) that such system and services have met the City requirements.

If, as a result of such determination, the City concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of equipment/system and shall return City facilities to their pre-installation or original state at no charge to the City. The City will have the right to invite the next highest ranked bidder to enter into a contract. The City also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

H. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail or fax, and certified mail, of the contract award recommendation, if any, by GSA – Procurement & Support Services. The document providing this notification is the Notice of Intent to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid.
    - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
    - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
  3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

I. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years.

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2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

J. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

K. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and City only after completion of the initial term.
5. All prices quoted shall be in United States dollars and "whole cent", no cent fractions shall be used. There are no exceptions.
6. Bidder shall include a quote of time and materials and schedule of fees for additional work outside the scope of work requested in the bid form.
7. Price quotes shall include any and all payment incentives available to the City.

L. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee".
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the City and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

3. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
4. The City reserves the right to award to a single or multiple Contractors.
5. The City has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

**M. METHOD OF ORDERING**

1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the City during the term of the contract.
5. Change orders shall be agreed upon by Contractor and City and issued as needed in writing by City.

**N. INVOICING**

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. City shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain City PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Invoices shall only be issued by the Contractor who is awarded a contract.
6. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

O. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the City account/contract. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with City requirements and standards and work with the Rensselaer City Auditor-Controller City and GSA-Purchasing to ensure that established standards are adhered to.

**IV. INSTRUCTIONS TO BIDDERS**

P. CITY CONTACTS

Procurement & Support Services is managing the competitive process for this project on behalf of the City. All contact during the competitive process is to be through the Procurement & Support Services Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

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All questions regarding these specifications, terms, and conditions are to be submitted in writing, preferably via e-mail by 3:00 p.m. on September 22, 2016 to:

Nancy Hardt  
City Clerk  
Rensselaer City,  
62 Washington Ave  
Rensselaer N.Y. 12144  
E-Mail: [nancy.hardt@rensselaerny.gov](mailto:nancy.hardt@rensselaerny.gov)  
PHONE: (518) 462-6266

**Q. SUBMITTAL OF BIDS**

1. All bids must be SEALED and must be received at the Office of the City Clerk of Rensselaer City BY 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Procurement & Support Services Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Purchasing Card Program  
City Clerk  
Rensselaer City,  
62 Washington Ave \*  
Rensselaer N.Y. 12144

**Bidder's name, return address, and the RFP number and title must also appear on the mailing package.**

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3. Bidders are to submit one (1) original hardcopy bid with original ink signatures, plus five (5) copies of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

4. No email (electronic) or facsimile bids will be considered.
5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
6. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
7. All other information regarding the bid responses will be held as confidential until such time as the City Selection Committee has completed its evaluation, a recommended award has been made by the City Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the City's "Contracting Opportunities" website, mentioned above.
8. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

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9. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly”.), the City will be entitled to civil remedies. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of New York to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. It is understood that City reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

13.

R. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. City may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. City shall not be liable in any way for disclosure of any such records. .

