



**CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY**  
**REQUEST FOR PROPOSAL – PURCHASING CARDS**

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**RFP SCHEDULE**

**Deadline for Bidders to Submit Questions**  
**Wednesday, December 13, 2023, by 4:00 pm**

**Answers to Bidders Questions**  
**Wednesday, December 20, 2023, by 4:00 pm**

**Proposal Due Date**  
**Wednesday, January 31, 2024, by 3:00 pm**

**Proposed Evaluation/Negotiation**  
**Thursday, February 1, 2024, to March 31, 2024**

**Proposed Contract Start Date and Transition Period**  
**Monday, April 1, 2024, to June 30, 2024**

**INTRODUCTION**

The Charter Township of Meridian (Meridian Township or the Township) is requesting proposals (RFP's) from qualified commercial financial services suppliers for a procurement card (P-Card) program in order for personnel to purchase goods and services in a simple and timely manner. This program must contain a high level of internal controls assuring compliance with all relevant federal, state, and local regulations and align with Meridian Township's policies and institutional procedures. It is the intent of the awarded contractual agreement to be at no fee and no cost to the township.

The contract administrator and current designated representative for this RFP is Dante Ianni, Finance Director, Telephone: (517) 853-4104, email: [ianni@meridian.mi.us](mailto:ianni@meridian.mi.us)

All questions regarding the RFP's specifications must be submitted in writing and sent by email to Dante Ianni at [ianni@meridian.mi.us](mailto:ianni@meridian.mi.us) by the specified due date and time.

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## **SCOPE OF WORK**

Meridian Township is a suburban municipality in the greater Lansing area in central Michigan with an annual budget of approximately \$60 million. In the last year, the township p-card spend was an estimated total of \$291,180 (\$24,265 monthly). The estimated transaction amount per card holder is not to exceed \$1,000, however there will be occasions where transactions may be required to exceed this amount. The township has a total of 13 departments and currently has approximately 40 card holders. Currently the township P-cards are reconciled monthly, paid via EFT monthly, and internally charge the proper general ledger accounts using a manual entry process within our current accounting software system BS&A. Our current p-card vendor is Elan Financial Services, a division of U.S. Bank, and it issues a Visa branded card.

The proposed p-card program shall maximize the efficiency of redundant purchases and/or purchases under a certain dollar threshold. The p-card program should also offer the township the following benefits:

- Simplify procurement process
- Improve supplier relations
- Improve payment time to suppliers
- Improve expense control
- Improve employee productivity and increase employee satisfaction
- Reduce administrative expenses

Meridian Township expects the supplier to provide the following minimum P-Card services:

- Ease of use for card members
- Card members spending limits
- Monthly credit limits (cycle limits)
- Transaction-based limits (single transaction limits)
- Industry (commodity) restrictions
- Card member activity reports
- Custom file outputs
- Industry spending details and summary
- Online reporting
- Online card setup, maintenance and suspension
- Automatic expense allocation
- Online cost code validation
- Query builder, library and data archiving
- Automated general ledger loading
- Cardholder reconciliation
- Fraud detection
- Password reactivation

## Statement of Work and Deliverable Requirements:

- A. Issuance: The bidder shall not issue any cards without the approval of the Designated representative(s) of Meridian Township.
1. Bidders shall indicate the processing time required to fulfill new card requests and the method of delivery of the card.
  2. There shall be no limit to the number of cards issued to Meridian Township.
  3. There shall be no fee for the initial issuance of a card or the replacement of a card.
  4. Meridian Township employees shall not be required to submit a credit check nor shall any credit information regarding the issuance of a card under this program be reported to any credit reporting agency or reflected on any Township employee's credit reports.
  5. All cards must require cardholder activation upon receipt and must not be mailed "live."
  6. Cards provided by the contract allow for chip and signature. Bidder can provide additional security with PIN if requested by the Township.
- B. Compatibility with Township Accounting System: Bidders shall be capable of providing all transaction records in an electronic file format compatible with that used by the Township, BS&A Software ([www.bsasoftware.com](http://www.bsasoftware.com)). If selected for an interview, the bidder shall also submit sample data and the name of their technical contact person. Bidder will have to work with Township IT staff on integration if selected. The bidder shall detail whether its software captures level 1, level 2 and level 3 data from merchants.
- C. Liability: The Township will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen. Bidders shall describe in detail the Township's liability under any contract written as a result of this RFP.
- D. Card Format Design: The bidder shall provide cards designed for Meridian Township. The design shall be approved by the Designated representative(s) and shall contain the following:
1. The phrase "TAX EXEMPT" and the Township's tax-exempt number shall be printed on the face of the card.
  2. The Township's logo, as provided by Meridian Township, shall appear on the front.
  3. The bidder's toll-free customer service number shall be printed on the back of the card.
  4. There shall be no references to ATMs on the card.
- E. Card Controls and Restrictions: The bidder shall have the ability to set restrictions and controls on individual cards. The bidder's card system software shall have the capability to allow the Designated representative(s) to initially set and later make changes to the restrictions and controls on individual cards, within the accepted limits. Maximum

municipal-wide limitations for all cards shall be set in writing at the start of the contract and shall be changed only by written notification from the Designated representative(s). The bidder's customer service representatives may not make changes to card limits without Designated representative(s) notification. This notification may be provided by electronic portal system, fax or electronic mail.

Individual controls shall be set at the time of card application but may be changed at a later time. Card controls may be changed only upon request from the Designated representative(s).

The following controls and restrictions shall be available for all cards:

1. Single transaction dollar limitation - Established per individual card, not to exceed the Township-established individual cardholder maximum dollar limit.
2. Velocity limitation - Number of card authorizations per designated period-for example, a specified number of transactions per day or twenty-four (24) hour period.
3. Maximum dollar limitation per period - Maximum monthly dollar amount per individual cardholder.
4. Merchant Category Code (MCC code), vendor and commodity blocking - Restrictions on the types of vendors authorized to accept the card and the types of commodities that may be purchased.
5. Cash advances - Complete prohibition of cash advances.
6. Additional controls - As available from the bidder. Bidder shall describe any additional controls they have available.

F. Training: The bidder shall provide training to the Township as follows:

1. Contract start-up training session - At the start of the contract, the bidder shall provide initial on-site training to Township staff as designated by the Designated representative(s). The initial training will address the benefits and features of the card, billing procedures, available reports and the application process.
2. Training materials - The bidder shall provide written materials that may be used by Township department heads to train individual card users in the proper use of the card.
3. Telephone and/or virtual support - The bidder shall provide the name and telephone number of a point-of-contact who will be available by telephone and/or virtually to answer questions that may arise during the Township's training of staff or to provide brief training sessions to new department heads or cardholders. Bidders shall indicate the hours this sort of training will be available.
4. Other - Bidders shall describe any additional training programs or aids such as videos and on-line support and indicate their availability.

G. Customer Support: The bidder shall provide customer support to the Designated representative(s), Department Heads and other cardholders. This support shall include at a minimum:

1. A toll-free customer assistance number and a toll-free telephone number for reporting lost or stolen cards. Bidders shall describe the availability of these assistance lines and the hours they are staffed.

2. The name, title and telephone number of the customer account representative and alternate who would respond to inquiries by the Designated representative(s).
  3. The name, title and telephone number of the technical representative and alternate who would respond to inquiries by the Designated representative(s) or the Township's information technology staff.
- H. Questioned/Disputed Items and Chargebacks: The bidder shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Provisions for handling questioned/disputed items should include how to:
1. Contact the bidder to discuss questioned or disputed items,
  2. Credit the Township's account, pending resolution of the disputed item and,
  3. Process chargebacks for items resolved in the Township's favor. Bidders shall provide a time frame for this process.
- I. Changes in Cardholder or Township Accounts: The Designated representative(s) may request changes to an individual card or all cards Township-wide. Such changes may include changes to card spending limits, number of transaction limits, purchase restrictions, card name, cardholder billing address or telephone number and card unique identifier number (PIN). These changes may be made through electronic portal, in writing, fax or electronic mail.
- Bidder's electronic system must have the capability to make account changes in real time.
- J. Lost or Stolen Cards: The cardholder and/or Designated representative(s) will immediately report lost or stolen cards to the bidder. Such reports will be via electronic portal, in writing or verbal with written confirmation. The bidder shall provide for immediate cancellation of a card. Bidders must specify the time frame between receiving the report of a lost or stolen card and mailing a replacement card. Also, refer to Section G above regarding availability of toll-free telephone service for this process.
- K. Card Termination: The Designated representative(s) may from time to time notify the bidder of card termination and cancellation. This notification will be via electronic portal, in writing or verbal form with written confirmation. Upon notification, the bidder shall immediately cancel the appropriate account(s).
- L. Card Acceptance: The bidder's card must be issued by a major commercial credit card company. It shall be widely accepted by a variety of vendors used by the Township both locally and nationally because orders will be placed in person, online or by telephone/fax. Bidders shall describe the card's general acceptance both locally (Michigan) and nationally. The bidder shall work in cooperation with the Township to ensure vendors accept the credit card for tax-exempt transactions. Occasionally the Township may conduct transactions with foreign vendors, most often in Canada. Foreign acceptance and foreign transaction fees shall be detailed in the proposal.
- M. New Merchants: The bidder should have an established program to recruit new businesses when notified by the Township that the bidder's card was not accepted by a particular

vendor. Bidders shall describe this program and its level of success.

- N. Billing Documentation: Billing statements shall be provided at an agreed upon interval to the Finance Department and any additional staff identified by the Designated representative(s). A consolidated billing statement will be provided to the Designated representative(s). The bidder shall provide on-line cardholder statements and reports. Invoices for all users of the contract must meet the Township's requirements. The successful bidder must send an itemized invoice at the interval agreed upon which must include the information listed below:

1. Name of the cardholder and account number
2. Name of merchant
3. Date supplies or services were purchased.
4. Itemized cost for each item/service.

Backup documentation for each purchase shall be available upon request from the Finance Department or Designated representative(s). Bidders shall identify the time frame required to provide backup documentation and method required for request (electronic, phone, fax, etc.)

- O. Transmittal of Billing Information: Although hard copy billing statements may be requested to be provided, alternative methods of transmitting billing information for payment are highly desirable and will be considered. File reports should contain, at a minimum, a list of all detailed purchasing card transactions and a record or file of control information (i.e., total records transmitted, total dollars in current period card transactions, total dollars in current period credits) so the Township can verify all billing information has been received and processed.

Bidders shall provide the following information regarding transmittal of billing information:

1. Available methods for transmittal of billing information (Electronic Data Interchange (EDI), etc.) and what, if any, payment parameters are associated with each billing format.
2. What user specific information can be attached to each card or account.
3. A description of the bidder's technical support for electronic billing processes. The description should include what work hours tech support is available to the Township as well as descriptive information regarding staffing, experience, and other pertinent factors.

- P. Billing File Security and Quality Control: Bidders shall describe the following:
1. Security - How card information is kept secure including the name of the encryption method or software used.
  2. Back Up/Restore Procedures - For billing files.
  3. Availability of Billing File Copy - Can the Township obtain a second copy and the time frame it takes to accomplish this.
  4. File Transmission Quality Control - How will the bidder control/ensure the following:
    - a. That report files are transmitted at the same time and day interval.

- b. That no duplicate transactions or files are transmitted
  - c. That file contains the accurate and complete set of transactions for the specified time interval.
5. The Solution must support multi-factor authentication for privileged/administrative access.
  6. The audit logs for Bidder's system must be in a human readable format.

Q. Web-based card management software: The Bidder should provide a web-based program management system to control all aspects of the Township's procurement card program including but not limited to:

- Real-time activation, de-activation of cards.
- Real-time reporting of cards lost or stolen.
- Real-time updates of dollar limits, velocity limits and MCC code restrictions for each card.
- Real-time monitoring of transactions/card activity.
- Ability for supervisors to approve transactions online.
- Ability to assign Township cost center codes to each individual card. The ability to override the default cost center codes for an individual transaction should also exist.
- Ability to run a wide variety of online reports related to cardholders, vendors, cost allocation, MCC codes, transaction detail and user authorities.
- Ability to download statements and transaction reports to a .csv file for importation to the Township's accounting system. The system should be able to interface with BS&A.
- Ability to allow administrative access to all accounts online as well as allowing an individual cardholder's access to only their account or group of accounts.

R. Billing Interval (Period): The Township is willing to consider alternative billing periods such as monthly, bi-weekly or other. Bidders shall fully describe their billing alternatives including the following:

1. Policies governing the timing of vendor billing relative to the delivery of goods and services.
2. Available billing schedules (monthly, weekly, etc.) and time frames involved for close of billing period, transmittal of billing information and payment requirement.
3. Discounts or rebates such as a prompt payment discount or volume discount, if any, available for each billing schedule.

S. Payment: The proposal shall disclose all payment terms and options related to the payment cycle and grace period (no less than 21 days) as well as a timeframe in which payments will be credited to the Township's accounts. The Township prefers to have the option to pay by check, ACH or wire transfer. The proposal should describe what payment methods are available, how they work, and what discounts, if any, would be available for prompt

payment. The bidder should also indicate if payments can be made at a local branch for same day credit.

- T. Late Charges: There will be no late fees/charges allowed under the proposed contractual agreement.
- U. Sale of Cardholder Information: The bidder shall not sell, rent or otherwise distribute a list of participating card holders, their addresses or any other information to any person, firm or other entity for any purpose without the written consent of the Designated representative(s).
- V. Reports: The bidder shall provide information regarding all p-card software reporting capabilities with sample reports referenced as attachments. At a minimum, reporting capabilities must be able to reconcile all card transactions and be able to break down spending by card holder, card spend, card expiration dates, card limits, vendor, vendor spend, vendor categories, and MCC codes.
- W. Card Life and Renewal: Procurement cards issued under the proposed contractual agreement will be issued for a period of three (3) years after the card is first activated, the card shall be used without interruption through the end of the listed month of expiration. The proposed p-card software program shall have reporting capabilities for the contract administrator or designee to generate reports showing cards to expire within the next sixty (60) days. Bidders shall describe the process to be followed for re-issuing of upcoming cards to expire.
- X. Other Value-Added Services: Identify any additional procurement card related services not otherwise identified in this RFP that the Bidder may offer to the Township. The Township requests that Bidders offer any optional or value-added services or make any recommendations it believes would enhance the purchasing capabilities of the Township.
- Y. Transition Period: Both current vendor and bidder will have to work with the Township while we transition to the new company and there may be an overlap period. A representative of the bidder shall be on-site in person during the transition period or available remotely. Specify hours of availability. We anticipate a 90-day transition period. The transition period shall be provided at no cost to the Township.
- Z. Insurance Requirements: Bidder, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the Township from claims that may arise out of, are alleged to arise out of, or otherwise result from Bidder's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the Township; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.



Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Bidder must have their policy endorsed to add “the Charter Township of Meridian, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
<b>Automobile Liability Insurance</b>	
If a motor vehicle is used in relation to the Bidder’s performance, the Bidder must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any of the required policies provide **claims-made** coverage, the bidder must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, bidder must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Bidder must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the Township for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Bidder to indemnify, defend and hold harmless the Township).

- AA. General Indemnification: Bidder must defend, indemnify and hold the Township, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Bidder (or any of Bidder's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in the Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Bidder (or any of Bidder's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Bidder (or any of Bidder's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The Township will notify Bidder in writing if indemnification is sought; however, failure to do so will not relieve Bidder, except to the extent that Bidder is materially prejudiced. Bidder must, to the satisfaction of the Township, demonstrate its financial ability to carry out these obligations.

The Township is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the Township deems necessary. Bidder will not, without the Township's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any Township employee, official, or law may be involved or challenged, the Township may, at its own expense, control the defense of that portion of the claim.

### **Mandatory Minimum Requirements:**

Bidder shall demonstrate through their proposal submission the proposed p-card program/software is currently in production and used by a similar organization and/or government entity of the same size and scope. The proposed p-card program/software must be in use for a minimum of three (3) years or more. Those failing to meet these minimum requirements will be automatically disqualified from the bidding process.

### **PROPOSAL PREPARATION**

- A. Proposals should be prepared simply and economically, providing straightforward, concise descriptions of capabilities. Emphasis should be on completeness, brevity and clarity of content.
- B. Bidders may be required to give an oral presentation to Meridian Township to clarify or elaborate on proposal.
- C. Ownership of all data, materials and documentation originated and prepared for the

Township pursuant to this RFP shall belong exclusively to the Township and be subject to public inspection in accordance with applicable statutes. Trade secrets or proprietary information submitted by a bidder shall not be publicly disclosed, however, the bidder shall request this protection prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of such material after the award is made shall be stated by the bidder.

D. Proposals shall contain the following information in the sequence listed:

1. Name of firm submitting the proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate State and Federal registration numbers; the date until which the information in the RFP is binding; and the names and addresses of the service, fiscal and technical representatives who would handle the Township's account.
2. Understanding of the problem and technical approach.
  - a. Statement and discussion of the requirements as they are analyzed by the bidder.
  - b. Bidder's definitive Scope of Work with an explanation of technical approaches and a detailed outline of the proposed program for executing the requirements and achieving the objectives of this RFP.

3. Work Plan

Bidders shall present a description and timeline of the phases or segments into which the proposed program can logically be divided and performed. The narrative shall address separately each of the tasks described in this RFP and responses should be keyed to the appropriate paragraph numbers. This section should also contain a discussion of any changes proposed which substantially differ from the Scope as described above. This section should include detailed descriptions of activities, significant milestones, and anticipated deliverables.

4. Treatment of the Issues

In this section, bidders may comment, if deemed appropriate, on any aspect of the RFP including suggestions or possible alternative approaches to the coverage, definition, development, and organization of the items presented in the Requirements section of this RFP.

5. Statement of Qualifications

- a. Organizational and staff experience: Bidders must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct work with the specific subject matter. Include resumes of key staff who would be working

- directly with the Township.
  - b. References: Submit three (3) references from current corporate customers, preferably governments similar in size to Meridian Township. Provide complete contact information.
  - c. Personnel: No subcontracting is allowed under this RFP.
  - d. Financial Responsibility: Latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization or other acceptable proof of financial responsibility.
  - e. Number and physical location of positions that would be assigned to the Township’s account and the number of hours each position will spend on implementation and on-going operations throughout the contract.
6. Pricing -For purposes of this RFP, bidders may price the services performed for Meridian Township. However, the Township expects the volume to be significant enough that the bidder will provide all cards, software and services at no cost to the Township. The bidder shall detail any and all costs that Meridian Township and its vendors may or will incur through use of the card. The method of payment for any costs and/or incentive programs should be described. Pricing will be effective for 365 days from the start of the contract.

**EVALUATION CRITERIA**

1. **EVALUATION PROCESS.** The township will evaluate each proposal based on the following factors:

**The township will evaluate bidder’s response to criteria items on a Pass/Fail basis.** The following criteria must be met for a bidder’s proposal to be considered for award:

	<b>Section</b>	<b>Criteria</b>
<b>1.</b>	Statement of Work	<p>Bidder provided information to all requirements and provided all requested information and has met the minimum requirements: PASS</p> <p>Bidder does not provide sufficient information to all requirements listed and did not meet the minimum requirements: FAIL</p>
<b>2.</b>	Pricing	<p>Pricing will only be opened and evaluated if bidders have provided all requested information and have met all minimum requirements: PASS</p> <p>FAIL: Pricing will remain sealed</p>
<b>3.</b>	Standard Contract Terms	Yes, we will comply as specified: PASS

	Section	Criteria
		<p>No, we cannot comply: FAIL</p> <p>Yes, we will comply but with written exceptions in accordance with Section #, Evaluation Process must be provided with the Bidder's proposal:</p> <p>PASS if the exception(s), at the sole discretion of the Township, is evaluated as acceptable.</p> <p>FAIL if it is not.</p>

**Proposals received that have a FAIL determination for any section will not be considered for award.**

2. **NOTICE OF DEFICIENCY.** The township reserves the right to issue a **Notice of Deficiency** to bidders if the township determines after the proposal deadline that a portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.
3. **CLARIFICATION REQUEST.** The township reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the township determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.
4. **RESERVATIONS.** The township reserves the right to:
  - a. Disqualify a bidder for failure to follow the RFP requirements.
  - b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the township's subsequent receipt and evaluation of your proposal does not commit the township to award a contract to you or anyone, even if all the requirements in the RFP are met.
  - c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the township received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
  - d. Consider an otherwise disqualified proposal if no other proposals are received.
  - e. Disqualify a proposal based on: (1) information provided by the bidder in response to this RFP; (2) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
  - f. Consider prior performance with the township in making its award decision.
  - g. Consider the overall economic impact to the township when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.

- h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
  - i. Refuse to award a contract to any bidder that has failed to pay township taxes or has outstanding debt with the township.
  - j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
  - k. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the township receives only one proposal.
5. **AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible bidder who meets or exceeds the criteria in the **Evaluation Process** section of this document.
6. **DEBRIEF MEETING AND BID PROTEST.** The township will post an *Award Recommendation and Evaluation Synopsis* which will provide instructions on how to request a debrief meeting.

If you wish to initiate a protest of the award, you must submit your written protest by email to Dante Ianni, Finance Director at [ianni@meridian.mi.us](mailto:ianni@meridian.mi.us) no later than 3:00pm, 5 business days after announcing the *Award Recommendation and Evaluation Synopsis*. The Township reserves the right to adjust this timing and will publish any change.

## **REQUIRED SUBMITTALS**

Each bidder responding to this RFP must supply all the required documentation. Failure to provide the documentation with the response may result in the proposal being declared “non-responsive”.

## **SUBMISSION OF PROPOSAL**

One (1) original, one (1) copy, and one (1) electronic (i.e., on flash drive or other media), copy of the proposal are due at the Meridian Township Clerk’s Office, 5151 Marsh Rd., Okemos MI, prior to January 31, 2024, at 3 p.m. The pricing shall be in a separately sealed envelope with one electronic and one paper copy submitted to the Meridian Township Clerk’s Office by the due date. Proposals received after this date and time will not be considered. It is the responsibility of the bidder to clearly identify and to describe the services being offered in response to the RFP. Bidders are cautioned that organization of their response, as well as thoroughness, is critical to the Township’s evaluation process. The response should be completed legibly, and all required supplemental information must be furnished and presented in an organized and easy-to-follow manner.

## **TERMS AND CONDITIONS**

### **PERIOD THAT PROPOSALS REMAIN VALID**

Respondents agree that proposals will remain firm for a period of one hundred and twenty (120) calendar days after the specified date for return of proposals to the Meridian Township Clerk's Office.

### **CONTRACT AWARD**

The contract will be awarded to the responsive and responsible bidder who meets or exceeds the criteria stated in the RFP Evaluation Criteria section of this document.

### **CONTRACT PERIOD**

Upon signing by both parties, the proposed contract will be for a period of one (1) year, with an estimated contract start date of July 1, 2024, to June 30, 2025.

The contractual agreement shall be subject to renewal for up to three (3) additional years, renewable at one (1) year increments. Automatic contract renewals are prohibited. All renewals must be authorized by and coordinated through the Township's Finance Department.

### **CONTRACT MODIFICATION**

This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the effective date will be construed to amend this contract unless it specifically states its intent to do so and cites the section or sections amended.

### **APPROPRIATIONS/CANCELLATION**

- a. Termination for Cause.** The Township may terminate this Contract for cause, in whole or in part, if Bidder, as determined by the Township: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the Township to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the Township terminates this Contract under this Section, the Township will issue a termination notice specifying whether Bidder must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Bidder was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Termination for Convenience.

The Township will only pay for amounts due to Bidder for Contract Activities accepted by the Township on or before the date of termination, subject to the Township's right to set off any amounts owed by the Bidder for the Township's reasonable costs in terminating this Contract. The Bidder must pay all reasonable costs incurred by the Township in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the Township incurs to procure the Contract Activities from other sources.

- b. Termination for Convenience.** The Township may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether the Bidder must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section c, Transition Responsibilities. If the Township terminates this Contract for convenience, the Township will pay all reasonable costs, as determined by the Township, for Township approved Transition Responsibilities.
- c. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Bidder must, for a period of time specified by the Township (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the Township, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the Township or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the Township or the Township's designee; (c) taking all necessary and appropriate steps, or such other action as the Township may direct, to preserve, maintain, protect, or return to the Township all materials, data, property, and confidential information provided directly or indirectly to Bidder by any entity, agent, vendor, or employee of the Township; (d) transferring title in and delivering to the Township, at the Township's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the Township and Bidder may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

## **PRICING**

- a.** The Contractor must provide pricing for the proposed Contract Activities using Microsoft Word or Excel; however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing as requested may result in disqualification of your proposal.
- b.** Proposed pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the Township.



- c. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: n/a% discount off invoice if paid within n/a days after receipt of invoice.

- d. By submitting its pricing proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

### **NOTIFICATION OF AWARD**

Service may not begin until receipt of Notification of Award from the Township's Designated representative(s). Performance times and dates are determined solely by the contract and any subsequent modifications to the contract.

### **KEY PERSONNEL**

The service, fiscal and technical personnel named in the Statement of Qualifications will remain responsible throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being given by the Designated representative(s).

### **NO GUARANTEE OF QUANTITIES**

All amounts provided in the RFP are estimates and the Township does not guarantee any amount of purchases by P-card, nor does the Township guarantee a minimum number of cards that will be issued as a result under the proposed contractual agreement.

### **DISPUTES**

The parties will endeavor to resolve any contract dispute as well as any dispute pursuant to proposal submission, in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or designee. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive or program manager if unable to resolve the dispute within 15 business days. If under contract, the parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This section does not limit the Township's right to

terminate the contract.

### **CONFLICT OF INTEREST**

The bidder certifies that to the best of their knowledge no employee of the township, nor any public agency or official has any conflicting interest in or will derive any personal financial benefit from participation in the resulting contract.

Bidder will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with the resulting contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the proposed contract; (c) attempting to influence or appearing to influence any township employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for bidder, any consideration contingent upon the award of the contract. Bidder must immediately notify the township of any violation or potential violation of these standards. This section applies to bidder, any parent, affiliate, or subsidiary organization of bidder, and any subcontractor that performs contract activities in connection with this contract.

### **COMPETITION INTENDED**

It is the intent of Meridian Township that this RFP allow for full and open competition. It shall be the bidder's responsibility to advise the Contract Administrator in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification shall be received by the Contract Administrator no later than ten (10) days prior to the date set for acceptance of proposals.

### **REJECTION OF PROPOSALS**

The right is reserved by the township at its discretion to reject any or all proposals or parts thereof. The Township reserves the right to waive defects or informalities, to negotiate with bidders and to accept the proposal deemed in the best interest of the township.

### **COMPLIANCE WITH LAWS**

The bidder shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which may in any manner affect the performance of this agreement.

## P-Card RFP Response Worksheet



BIDDER INFORMATION	BIDDER RESPONSE	Reference Attachments Provided as Necessary
Legal company name, address, telephone number, website address, etc.  Include business entity designation, i.e. sole proprietor, LLC, or LLP. If there is a parent company, please include. What state is the company formed in?		
Number of year(s) in business and number of employees?		
Has there been a recent change in organizations structure (e.g. management team) or control (e.g., merger or acquisition) of your company? If yes, please explain why change occurred and how the change affected your company?		
Discuss company history. Has growth been organic, through mergers and acquisitions or both?		
Has your company ever been suspended or debarred from business from a government entity? If yes, provide date, name of entity, and details of suspension or debarment.		
In the past 5 years has your company or related business entities defaulted on a contract or had contract terminated for cause? If yes, provide date, entity, type of contract and details for termination or default?		
Provide company gross annual sales for each of the past 5 years.		
Please describe any significant partnerships and/or strategic relationships you feel will bring value to Meridian Township if awarded the proposed contract.		
Please provide physical address and place of business that will have primary responsibility for servicing the procurement card program if awarded the contract.		

## P-Card RFP Response Worksheet



**Meridian Township**  
**5151 Marsh Road**  
**Okemos, MI 48864**

<p>Does your company have experience working with other government entities? I.e. Cities, townships, municipalities, etc. If so, please provide a list (including contact information) of the contracts your company has held.</p>		
<p>Bidder must affirm agreement with contract terms and conditions. If not in agreement, written exceptions must be provided with the bidders proposal.</p>		
<p>Please provide references</p>		
<p>Name of person who will be assigned as the primary contact person should a contract be awarded under this RFP?</p>		
<p>Additional information:</p>		

## P-Card RFP Response Worksheet



<b>Functionality</b>		
<b>Interface to Meridian Township BS&amp;A Software - General Ledger:</b>	<b>Bidder Response</b>	<b>Reference Attachments Provided as Necessary</b>
Please describe capability and recommended frequency (i.e. daily, weekly, monthly) for each p-card transaction and how it will interface with BS&A software? What is the process and capability to automatically debit a bank account for the monthly amount due? How will Meridian Township interface/charge the proper general ledger accounts for purchases?		
Can your software produce an ASCII record for each general ledger transaction?		
Is custom programming required to produce the ASCII file?		
If custom programming is required, is there a price estimate in both hours and cost per hour? If so, please include additional information.		
Does your company have prior experience at interfacing with BS&A Software?		
Does your software capture Level 1 data from merchants?		
Does your software capture Level 2 data from the merchants?		

## P-Card RFP Response Worksheet



Does your software capture Level 3 data from the merchants?		
Additional Information:		

## P-Card RFP Response Worksheet



<b>Technical Assistance:</b>  This section identifies the technical assistance your company deploys both in conversion and the ongoing day to day operations of the purchasing card program:	<b>Bidder Response</b>	<b>Reference Attachments Provided as Necessary</b>
Is your company software available via access through a company website? If yes, please explain in detail your security access requirements. If no, please explain in detail your security access requirements.		
Will a technical representative be on site at Meridian Township during the roll out and at the full implementation date?		
Does your technical representative have sufficient experience in this product, the regulations, and the technology? Please provide detailed information as requested in the RFP documents and any supporting documentation as necessary.		
Does your company provide a 1-800 call center operation for technical assistance? What are the hours of operation?		
Additional Information:		

## P-Card RFP Response Worksheet



Purchasing Cards (P-Cards)	Bidder Response	Reference Attachments Provided as Necessary
Do you provide the option of including a client-designed logo on each card issued? What are the parameters and criteria? Please provide a draft sample photo with proposal.		
Can you encode card(s) issued to Meridian Township so that the merchant will not be able to assess sales tax?		
Can you limit the usage of p-cards to a certain dollar amount within a specified timeframe?		
Can you limit the usage of p-cards to a certain number of transactions within a specified timeframe?		
Can you restrict the usage of p-cards by type of purchase? If so, how is this accomplished?		
Can you restrict the usage of p-cards within a certain geographic area?		
Can you restrict the usage of p-cards to a particular merchant or by product being purchased at point of sale?		
Once an employee is no longer employed by Meridian Township and/or terminated, can the contract administrator or designee quickly deny usage of the p-card?		



## P-Card RFP Response Worksheet



<p>Can the cash advance feature be permanently blocked/restricted on all cards issued for Meridian Township?</p>		
<p>Can the same p-card be used for travel &amp; entertainment along with small purchases? Can this feature be restricted?</p>		
<p>Is travel insurance included with the p-card?</p>		
<p>Who creates and issues the p-card? How long does it take once a request is made for a new card?</p>		
<p>How long does it take to modify limits or other criteria on existing cards? Please describe the process?</p>		
<p>Are required and/or optional p-card parameters controlled by the Meridian Township contract administrator or by your company? Please explain the process.</p>		
<p>How many merchants accept your card within the US? Within Michigan? Within the Lansing geographical area?</p>		
<p>Can p-cards be issued for a specific dollar amount by p-card cycle? (i.e., when the allowed amount is reached the p-card is denied with an explanation to the card holder)?</p>		

## P-Card RFP Response Worksheet



Fraud and Charge-Back Control:	Bidder Response	Reference Attachments Provided as Necessary
What are your fraud rates of occurrence?		
Who assumes the responsibility for stolen card purchases? Please describe the procedure for filing and processing lost or stolen cards.		
At what point does insurance coverage take effect for a lost or stolen card?		
Once notified of a lost or stolen card, how long does it take to negate the card?		
Is there a 24-hour toll-free telephone number for reporting lost or stolen cards? Is the toll-free number printed on the card?		
What assistance are you able to provide in resolving major discrepancies with merchants? For example, where the township may be unable to resolve it internally?		
What amount of insurance do you carry on each card for fraudulent use? What procedures are in place to minimize risk of fraud or misuse of cards?		
Does your card impact the credit score of the individual cardholder?		

## P-Card RFP Response Worksheet



Customer Service:	Bidder Response	Reference Attachments Provided as Necessary
<p>Describe procedures for the Meridian Township contract administrator or designee to ask day to day questions. Will there be an ongoing contact person assigned to the proposed contractual agreement? Does this person work with the township directly or hand off to another person or department? What are the hours of operation?</p>		
<p>Describe procedures for interacting with cardholders regarding usage (e.g., fraud, activity). What is your process?</p>		

## P-Card RFP Response Worksheet



Reporting:	Bidder Response	Reference Attachments Provided as Necessary
Which of the following reporting is available without writing queries? Please attach a 1-page example of each report.		
Monthly settlement report		
Cardholder statement		
Spending analysis by employee by MCC		
MCC detail transaction report		
Spending analysis by category		
Merchant usage report		
Cardholder usage report		
Current merchant list		
Sales tax report		
Sales return analysis report		
Charge-back analysis report		
Does your system have a query-based report writer for the users?		

## P-Card RFP Response Worksheet



Is the query system easy to learn and use?		
Please describe how much query training will be provided during initial implementation will it be ongoing as needed?		

## P-Card RFP Response Worksheet



Reconciliation Process:	Bidder Response	Reference Attachments Provided as Necessary
What billing cycles are available?		
What options are available for statement delivery?		
What are payment terms from statement date?		
What option are available for the company to make payment (e.g., EDI, ACH, check)?		
When is the settlement between Meridian Township and your company performed? Monthly? Daily?		
Will the settlement automatically occur?		
What timeframe is allowed for Meridian Township to perform the reconciliation and contest any transactions?		
Is the data available to Meridian Township on a daily basis? What is the format? Can it be downloaded to Excel? Downloaded into BS&A?		
Can your credit card software automatically create and route an e-mail Purchasing Report to each cardholder? What is the frequency (i.e., daily/weekly/at the end of each month)?		
Does the software have the capability to automatically create and route email reminders to cardholders and their supervisors who have not submitted their verified Purchasing Reports back to the Finance Department? If so, what is the frequency? Please describe in detail the responsibilities of contractor and contract administrator.		

## P-Card RFP Response Worksheet



<b>Purchasing Card System</b> <b>Pricing/Costs:</b>	<b>Bidder Response</b>	<b>Reference Attachments          Provided as Necessary</b>
After successful completion of the pilot program, based on annual transactions totaling specified amounts, what are the fees? Please provide a separate pricing sheet with these		
Does your company offer rebates at specific volume and/or dollar thresholds? At what level can rebates be realized by Meridian Township? What is the rebate percentage? What is the percentage based on? What is the turnover rate for rebate?		
Attach your rebate program documentation		
Will Meridian Township be charged a pilot conversion cost? If so, please provide detailed information on staffing allocated, hours, proposed timeline, etc.?		
Will Meridian Township be charged a rollout conversion cost? If so, please provide detailed information. Are there one-time conversion costs?		
Does your company charge an ongoing maintenance fee schedule? If so, please provide detailed information and what the fees are based upon.		
Is there a cost to train Meridian Township IT Staff, Contract Administrator and Finance Staff? Will there be a cost to formally present the new p-card program to all card holders upon implementation? Please provide detailed information of implementation training, ongoing training as needed, assigned staff, etc.		