



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP # PCD-014-06252003

Due date of proposal: June 24, 2003 Time: 10:00 am Location: Room 110, City Hall

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: N/A

The City of Torrington reserves the right to accept or reject any or all proposals or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: May 27, 2003 Purchasing Agent _____
Charlene R. Antonelli, CPPB

| Item |
|--|
| REQUEST FOR PROPOSAL FOR A CREDIT CARD PROVIDER/FINANCIAL SERVICES FIRM TO PROVIDE SERVICES RELATING TO A PROCUREMENT (or "PURCHASING") CARD AS OUTLINED IN THE ATTACHED DOCUMENTATION |

Proposal Submitted By: _____
Name of Company _____
Address _____
Phone _____ Fax _____ Date _____
E-mail address: _____
Signature _____
Title _____

Comments: _____

INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 110, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 110. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet [web site: www.Torrington-CT.org](http://www.Torrington-CT.org) under "Open Bids". Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com/products/acrobat/readstep.html>. Businesses Without Internet Access may contact the Purchasing Department at 860-489-2224 for this information.

REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

COST OF PREPARING PROPOSAL/BID: The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal/bid.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid must be made in writing to the Purchasing Agent, Torrington City Hall, Room 109A, Torrington, CT 06790. All replies will be posted as addenda on the City's web site. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

TAXES: Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the

patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) And homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is reference in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items not picked up within 30 days will be disposed of by the City of Torrington or its designated agent.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the

State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogated against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY: Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal

Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty(30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for proposal for _____;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

Notary Public

My commission expires _____

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Torrington
 Attn: Purchasing Agent
 140 Main Street
 Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above,
 the (insert name & address of Surety Co.)

_____, SURETY COMPANY on bond of
 (insert name & address of Contractor) _____

_____, CONTRACTOR, hereby
 approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
 Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this
 ____ day of _____, 20__.

 Notary Public

 Surety Company

 Authorized Representative's Signature

My commission expires _____

 Title

REQUEST FOR PROPOSALS
CITY OF TORRINGTON, CONNECTICUT

The City of Torrington is seeking to engage a financial services firm/credit card provider to provide services described herein relating to a procurement (or "P-Card" or "Purchasing") card. The proposed project consists of a complete package of procurement card services and related support services described herein.

Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described herein.

Interested firms must submit a proposal that includes a letter of interest, general information about the firm, experience of the firm, resumes of key personnel, at least five (5) reference names and contact information, including at least two (2) from municipalities similar in nature to the City of Torrington

The City of Torrington is a municipal government located in the northwest hills of Connecticut. It serves a City of about 37,000 inhabitants with an annual operating budget of approximately \$91,000,000.00.

The City's Purchasing Department and the Comptroller's Office perceives opportunities for significant improvement in its existing purchasing and bill-paying processes. The City is therefore soliciting proposals for a procurement card program, by which city-registered credit cards will be distributed to selected employees, with which merchandise related to the duties of their jobs may be purchased. The proposal is to be oriented toward reducing purchase orders and checks for recurring items priced at \$500.00 or less.

The City has approximately 30 departments that will participate in the P-Card program. Each department is supervised by a Department Head who manages its budget.

Please refer to the "Program Objectives" for general guidance when considering your proposal.

PROGRAM OBJECTIVES

- To expedite the receipt of vendor goods and services of value less than \$500. by the City of Torrington.
- To ease the staff workload incurred by the purchasing process.
- To streamline the process of compensating vendors in terms of both timeliness and expense to the City.
- To enable the City to collect complete transaction data in a manner that will improve departmental control and oversight, and permit detailed analysis and evaluation of purchasing practices.
- To successfully complete and audit a pilot program of two or more departments before making the card available for general implementation throughout the City.
- To reduce by 75% the volume of Purchase Orders requested for less than \$500. within twelve (12) months of the conclusion of the pilot program.

SCOPE OF SERVICES

It is the intent of the City of Torrington to enter into an agreement with a financial institution/card provider to provide purchasing card services for the period of the pilot program as described below. If the pilot program proves successful, the services provided by the agreement will be extended to provide full implementation to, and service in, all City departments.

The City employs approximately 320 full-time employees in a wide variety of occupations. When the purchasing card program is fully implemented the City expects to hold approximately 100 cards. As noted above, it is the intent of the City to target purchases of \$500. or less. Based on accounts-payable data, the projected annual

value of goods and services of this nature will exceed \$1,000,000. when the program is fully implemented.

The selected respondent will be expected to perform the following tasks:

- Provide a comprehensive package of purchasing card services including but not limited to supporting information-reporting software, customer service, dispute management, fraud/exception reporting, liability protection, and travel and entertainment options.
- Provide the City with information and advice regarding best practices for internal procedures and cardholder policies.
- Provide the City with acceptance/vendor-enrollment assistance to encourage acceptance of the card product among City vendors.
- Work with the Purchasing Department to expand the card services to City departments over a period of approximately twelve (12) months.

PROPOSAL DOCUMENTS

The respondent firms shall be required to submit their proposal pursuant to the following guidelines:

- The respondent shall be required to submit one original and two (2) copies of their proposal to the Office of the Purchasing Agent by the time and date specified on the first page of this document.
- The City will not be liable for any costs incurred in the preparation of the response to this RFP.
- Proposals must bound, paginated, indexed and numbered consecutively.
- All proposals must be signed by the firm's authorized official, or by the individual submitting the proposal.
- The proposal must also provide name, title, address, telephone number, fax number, and e-mail address for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for the individual who may be contacted for the purpose of clarifying the information provided therein.
- All proposal submissions and materials become the property of the City and will not be returned.

Respondents shall submit proposals in the following format:

Section I: Submittal Letter

Respondents shall submit a cover letter, addressed to Charlene Antonelli, Purchasing Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

Section II: Detailed Proposal

The respondent shall provide a written discussion in sufficient detail to demonstrate an understanding of the project's scope and the services required, including a description of the respondent's view of its role in the project.

Additionally, the respondent's proposal must address the following items:

1) **Card Issuance/Cancellation**

The tasks required of the City of Torrington when both issuing and canceling cards. Especially, a timeframe in which the printing and delivery of new cards and deactivation of old cards can be expected. The City would prefer to have the ability to conduct card issuance/cancellation

transactions through the internet.

2) Limits & Restrictions

Due to the public nature of the funds upon which card transactions will be drawn, it is important to the City to have the ability to place restrictions on card usage.

Specifically, elaborate on the City's ability to limit/restrict card usage by

- Vendor type
- Product type
- Specific vendors (allowed or disallowed)
- Specific products (allowed or disallowed)
- Single transaction dollar limit
- Monthly maximum dollar/transaction limit
- Twelve-month (fiscal year) maximum dollar/transaction limit
- Maximum dollar/transaction limit for a user-defined period
- Authorization tied to budget limits (i.e., report-cycle dollar limits)

Additionally, the respondent's card program must have the ability to "blacklist" certain items from purchase with the card, i.e, cash advances.

3) Disputed Items

The process by which the City departments or employees will report a disputed charge/item and the method and timeframe of dispute resolution that the City can expect from your firm.

4) Billing/Payment Procedures

The City would require that each of its cardholders receive card activity/billing statements monthly. Additionally, at the same time, a complete set of card activity/billing statements for all departments would be sent to the Accounts Payable department monthly. The City's Accounts Payable Department is prepared to pay for purchases incurred by all of the cards within ten (10) business days of receipt of said billing statements.

5) Acceptance Assistance/Vendor Recruiting

The respondent must describe programs offered to assist the City in enrolling vendors who may not currently accept the proposed card.

6) Liability Protection

Describe any and all liability protections your program offers to the City.

7) Fraud/Exception Reporting

Describe your firm's system for detecting exceptional behavior in card usage and contacting the City and/or its cardholders when such exceptions are observed.

8) Customer Service

Customer support services must be offered to all City cardholders, as well as City and Departmental finance/budget officers and supervisors of cardholders. Customer support services should include, but not be limited to dispute procedures, a toll-free "help" telephone line(s), a toll-free telephone line(s) to contact account representatives, and a toll-free telephone line(s) to report lost or stolen cards. The later telephone line(s) must be available twenty-four (24) hours per day and seven (7) days per week.

Please specify the individual(s) who would serve as the City's Account Officer(s), or act in a similar role. For each identified individual, provide background and experience, and areas and levels of responsibility. Provide resumes for all key personnel.

9) Travel and Entertainment Options

The City would like to be able to utilize a card product for travel arrangements and travel-related reimbursable personal expenses for selected personnel. Please describe your travel-card program, with special emphasis on its compatibility with a purchasing card program.

10) Transaction Reporting

Versatile transaction-reporting software is among the City's foremost priorities in this program. Please detail the reporting options your firm would offer the City.

The City would prefer to take advantages of any method that would allow data captured by the transaction-reporting software to be fed automatically into our existing accounting/bill-paying software. Our current software is New World Systems Financial Package and consists of four four-digit account numbers; i.e. 0010.0014.5280.0000 , a vendor number, and purchase order number if applicable. Please include detailed descriptions of your ability to provide such services, along with alternate suggestions or a demonstration/sample if available.

11) Card Appearance

The following items shall appear on every card issued to the City of Torrington:

- The cardholder's name
- The name "City of Torrington"
- The City Seal
- The phrase "For Official Use Only"
- The City's tax-exempt identification number
- The number of the card provider's toll-free telephone help line
- Any other items deemed necessary or appropriate by your firm

The City would also be interested to learn about any option by which the cardholder's photograph may be incorporated into the appearance of the card.

12) Cardholder Information

The respondent must not under any circumstances sell or distribute a list of City-employed cardholders or their contact information to any third party for any purpose.

13) Timeline & Process

The respondent's proposal must include a proposed timeline and process including sufficient periods for a pilot program, audit and evaluation of said pilot program and full roll-out. The City would prefer to conduct a pilot program of at least four months' length. The City would additionally prefer to conduct the roll-out over a period of ten to twelve months.

14) Experience

The respondent's proposal will be expected to include documentation indicating experience providing similar services to other municipalities of similar size and characteristics.

Include at least three references to whom the respondent has provided services of similar style and scope. At least one of the references must be a government or other public-sector organization of similar size to the City of Torrington.

15) Services Expected of the City

Define the nature and scope of any and all services to be provided by the City.

Section III: Fee Proposal

All respondents are required to submit a fee proposal for all services outlined in the Scope of Services. All goods/services must be included in this fee proposal, including but not limited to per-card fees, annual fees, software or other equipment fees, reporting fees and late payment/finance charges.

The City of Torrington is exempt from the Payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fee proposal.

The contractor shall provide all of the technical and professional services required by this Request for Proposal (less support services provided by the City), at a firm fixed fee.

The City expects minimal or no fees to be associated with this program, and reserves the right to negotiate fees and/or payment schedules with the selected respondent.

Criteria for Method of Selection of Award

The following factors will be considered by the selection committee in evaluating the proposal submitted for award. The factors upon which evaluation will be made are not necessarily in the order they are presented.

The following criteria will be used, without limitation, in determining the provider:

- The respondent's technical understanding of the project, its purpose, scope and field as evidenced by the quality of the proposal submitted.
- The background and experience of the respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other public sector organizations of similar size, and the quality of services performed, either for the City or for other municipal or private sector clients.
- The specific background, education, qualifications and relevant experience of the individuals designated to provide services, especially those of the day-to-day program manager, including a review of the *curricula vitae*, and documentation of relevant and pertinent training and accreditations of each.
- Commitment to the City's timetable for the project.
- Assessment of the respondent's ability to develop and maintain a positive working relationship with City staff and actively communicate with same.
- The respondent's presence in Connecticut and the convenient location of the respondent's personnel.
- Competitiveness of proposed fee, if any. The City reserves the right to negotiate fees with the selected respondent.
- The respondent's responsiveness and compliance with the RFP requirements and conditions.
- A review of references from other clients as provided in the proposal submitted.
- Determination that the selected provider has no contractual relationships which would result in a conflict of interest to the City's contract.

Proposals received in response to this RFP will be reviewed against the criteria listed above by a selection committee established by the City of Torrington.

The committee shall review all proposals received and "short list" or reduce the number to the three (3) most qualified respondents. Selected respondents will be notified in writing and instructed to prepare an oral interview for presentation to the Committee. If fewer than three (3) responses are received, all respondents shall be invited to interview.

The Committee will make its selection based on the quality of the interview as well as the proposal document.

Submission of Questions

No oral interpretations shall be made to any respondent as the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for interpretation shall be made in writing, addressed and forwarded to Charlene Antonelli, Purchasing Agent, Torrington City Hall, Room 109A, 140 Main Street, Torrington, CT 06790. Questions may be sent via fax at 860-489-2547 or emailed to Charlene.Antonelli@torringtonct.org.

To receive consideration, such questions shall be submitted in writing at least seven (7) business days before the established date for receipt of proposals.

The Purchasing Agent will arrange as addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five (5) days prior to the receipt of proposals, the Purchasing Agent will post all such addenda on the City's web site.

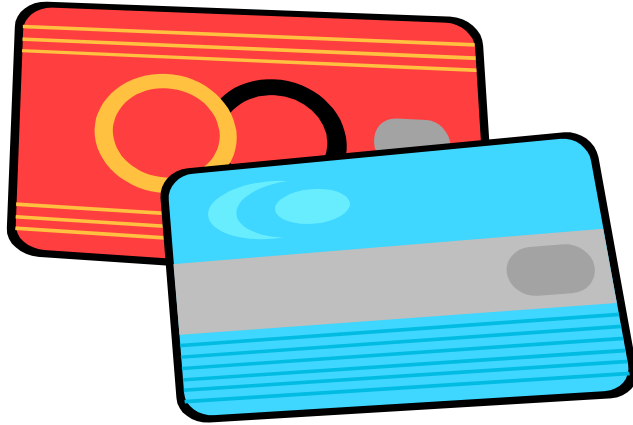
Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether addenda have been issued and if so, whether he/she has received a copy of each.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

ATTACHMENTS

1. Draft of City of Torrington's "Procurement Card Guidelines" for employees. This document may be revised after selection of a procurement card provider.
2. Draft of P-Card Log Sheet

CITY OF TORRINGTON



PURCHASING CARD GUIDELINES

May 27, 2003

Charlene R. Antonelli
Purchasing Agent

PURCHASING CARD GUIDELINES

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CITY OF TORRINGTON PURCHASING CARD GUIDELINES

I. PROGRAM OVERVIEW

The Purchasing Department is recommending a purchasing practice expected to reduce paperwork and expedite payment to vendors by using a Purchasing Card (P-Card). Modeled after successful programs used in the Federal government and the states of California, Virginia, New York and Oregon, a select group of city departments have been selected to pilot this "Purchasing Card." MasterCard / VISA has been awarded the contract to provide the City of Torrington with Purchasing Card services.

The MasterCard / VISA Purchasing Card will enable cardholders to make authorized purchases directly from a vendor without processing the purchase orders or purchase authorizations currently required. Initially, the program will allow cardholders to make purchases of \$500 or less with the Purchasing Cards. This dollar limit per transaction may be changed in the future, but not without the approval of the Purchasing Agent and the Comptroller.

All Purchasing Card purchases are electronically tracked by MasterCard / VISA with detailed reports provided to both the City and cardholders to monitor transactions. This reporting process will closely mirror the monthly billing statement issued by personal credit card companies.

The guidelines governing the use of the Purchasing Card shall be followed at all times. The Purchasing Cardholder will not be billed directly for the charges, but will receive a monthly statement of information. The City of Torrington will be liable for all charges made using the Purchasing Card. **The Purchasing Card is not to be used for any personal or unauthorized charges.**

II. GENERAL GUIDELINES

A. **MasterCard / VISA RESPONSIBILITY**

1. **Establishes Accounts**

MasterCard / VISA will set-up the accounts for the City of Torrington Purchasing Card System. This will include establishing a unique account number for each card issued through the City of Torrington Purchasing Card System. MasterCard / VISA will be assigning unique card numbers for each cardholder.

2. **Maintains Accounts**

MasterCard / VISA is responsible for maintaining a master account file for each participating agency and an account for each cardholder.

Changes requested by the agencies will be made on the master account file within program parameters, and forwarded to the Purchasing Department using City of Torrington P-Card Application/Change. The Purchasing Department will forward the information to MasterCard / VISA.

3. **Provides Authorization**

MasterCard / VISA will be available to authorize purchases twenty-four (24) hours a day, 365 days a year.

4. **Issues Monthly Summary Statements**

MasterCard / VISA will issue monthly information statements to each cardholder, each agency's Department Head, and Accounts Payable.

B. **DEPARTMENTAL PROGRAM ADMINISTRATION**

Each department will assign program responsibilities to key officials as follows:

1. **Purchasing Card Administrator**

Serves as a liaison to MasterCard / VISA, Purchasing, and Accounts Payable
Represents the department in City working groups; i.e. manages and evaluates the agency program; and coordinates employee training.

Each department P-Card Administrator shall submit a signed P-card log sheet on the first of every month to Accounts Payable for each employee who is issued a P-Card.

2. **Department Head**

Coordinates card issuance consistent with budget and accounting requirements.

Establishes internal procedures for accounting, auditing, controlling and monitoring card use and processing payments to MasterCard / VISA.

Each Department Head will determine the monthly transaction limit for each cardholder (not to exceed \$500. per transaction).

C. **TRAINING**

The Purchasing Department and the financial institution will provide training for each department's Purchasing Card Administrator and all employees receiving a Purchasing Card.

The Purchasing Card Administrator training will cover department account hierarchy and setup; policy and procedures;

program maintenance; card distribution and implementation; and cardholder training.

The cardholder training will cover the use of the Purchasing Card consistent with City of Torrington and State of Connecticut policy and purchasing practices. Attendance at a training session is mandatory for all employees who receive a Purchasing Card as well as the manager of each Purchasing Cardholder. The timetable for this training will be flexible in order to accommodate a variety of work schedules.

At the cardholder training, each new cardholder will receive Purchasing guidelines to follow when using the card. Cards will not be distributed until a signed receipt for these guidelines is returned to the Purchasing Department (in duplicate).

III. WHO RECEIVES A PURCHASING CARD

Each department participating in the program will identify the employee(s) who are to receive a Purchasing Card. Departments should limit these cards to employees working in the department's purchasing function and it is important to ensure that each person receiving a Purchasing Card is familiar with City purchasing procedures and policies.

A. INDIVIDUAL CARDHOLDERS

Each employee participating in the Purchasing card program receives one card as determined by the employee's Department Head and approved by the Purchasing Agent. Employee card information is registered with the department's Purchasing Card Administrator, the Purchasing Department and MasterCard (Bank One). Each cardholder will be responsible for verifying all charges associated with the employee's specific account number. No unauthorized purchases will be permitted.

Any employee making unauthorized purchases will subject to appropriate disciplinary action up to and including termination.

IV. APPLICATION PROCESS

All requests for employees to participate in the City of Torrington Purchasing Card Program must be submitted in writing, to the Purchasing Department using the City of Torrington PURCHASING CARD APPLICATION / CHANGE form

A. CARD APPLICANT RESPONSIBILITIES

Each potential cardholder must complete Part 1 of the City of Torrington PURCHASING CARD APPLICATION / CHANGE form and forward it to his/her supervisor. These forms will be distributed as needed by the Purchasing Card Administrator of the employee's department.

B. APPROVED APPLICATIONS

1. Department Head Responsibilities

The department head determines if the applicant should receive a card and reviews EACH CITY OF TORRINGTON PURCHASING CARD APPLICATION /CHANGE form to ensure it is complete, enters the appropriate cost center information, enters a per transaction dollar limit for each cardholder and a monthly limit if desired, and enters his/her name and signature in the appropriate space. In no event will the single transaction dollar limit exceed \$500.00.

The department head forwards the signed CITY OF TORRINGTON PURCHASING CARD APPLICATION /CHANGE form(s) to the department's P-Card administrator.

2. Department Purchasing Card Administrator Responsibility

The department's Purchasing Card Administrator reviews P-Card APPLICATION /CHANGE form, and enters his/her name and signature in the appropriate space for all approved applications. The department's Purchasing Card Administrator maintains records of all approved City of Torrington PURCHASING CARD APPLICATION forms and forwards the original(s) to the Purchasing Agent.

3. Purchasing Agent Responsibility

Using the information from the approved CITY OF TORRINGTON PURCHASING CARD

APPLICATION/CHANGE forms, the Purchasing Agent completes and sends the Card Member Enrollment Request Worksheet form(s) to Mastercard (Bank One) for action. The Purchasing Agent shall provide the Comptroller with copies of all approved application forms.

C. DISAPPROVED APPLICATIONS

All disapproved applications will be returned to the employee indicating the reason for disapproval.

V. PURCHASING CARD DISTRIBUTION

MasterCard / VISA will send all Purchasing Cards to the Purchasing Department.

Purchasing will make a record of the individual account numbers and the names of the employees who will receive the cards. This information shall be kept in a secure place to avoid theft or misuse.

Purchasing Cards shall not be distributed until Purchasing has ensured the coding information on each card is correct and has received a signed copy of the “RECEIPT OF CITY OF TORRINGTON PURCHASING CARD GUIDELINES” from the card applicant.

Each card applicant will receive a “RECEIPT OF CITY OF TORRINGTON CARD GUIDELINES” form at the cardholder training. The cardholder completes this form and forwards to his/her department’s Purchasing Card Administrator.

VI. PURCHASING WITH THE CARD

A. DOLLAR LIMITS

An individual transaction cannot exceed \$500.00. Under no circumstance will an individual cardholder be able to exceed this per transaction dollar limit. Each agency may impose lower and/or additional monetary limits on the card at their discretion. Each purchasing card shall also have a monthly limit assigned to it.

Use of this card is strictly limited to the purchase of commodities for Official City Use. The card **shall not be used** for personal charges. Such improper use may subject the employee to disciplinary action. See Section XI – Suspension of Purchasing Card Privileges – for more details.

B. VENDORS

There are many types of cards issued by MasterCard / Visa. The Purchasing Card is intended for use at those vendors that accept MasterCard/Visa. Certain types of vendors shall be excluded from accepting the City’s Purchasing Card. (See subsection E)

MasterCard / Visa and the City of Torrington will actively work to encourage vendors used by city departments to accept the MasterCard / Visa Purchasing Cards.

C. COST CENTER CODING

Each card has a cost center code associated with it. These cost center codes are defined as the fund, department and line item on the cardholder application form and will appear on the citywide consolidated agency bill issued by MasterCard / Visa. The cardholder should keep a record of these codes. If either of these codes must be permanently changed, the cardholder should complete the CITY OF TORRINGTON PURCHASING CARD APPLICATION/CHANGE form and forward to Purchasing and the Comptroller. If these codes are not accurate for a particular purchase, they can be changed using the P-CARD LOG SHEET as outlined below:

As the cardholder, you will be required to complete the P-Card Log Envelope for each transaction made with the card. (Section “VI-D” of these guidelines provides more information about this document.) The P-Card Log Envelope has a space for each transaction to list a budget line item to charge. These fields should only be used if the transaction is for a code other

than that on the card. Enter the correct cost budget line on this form manually for each transaction to be altered.

D. RESPONSIBILITY OF PURCHASING CARDHOLDERS

When an employee receives a P-Card, they will also receive a P-Card log envelope.

The individual cardholder completes this form each time they make a transaction using the Purchasing Card. Complete instructions for using the P-Card log envelope appear on the back of the envelope. Blank forms may be downloaded from “Users...Anybody...P-Card Log.”

It is mandatory that each Purchasing Cardholder use this envelope to ensure consistency with the documentation associated with the use of the Purchasing Card. This documentation is used to (1) verify all purchases; (2) audit a specific card; or (3) reconcile a reported billing discrepancy.

These documents can be maintained manually or electronically. Each agency and/or facility will decide what method to use.

1. Use Proper Purchasing Practices

Before making purchases with the Purchasing Card, the cardholder shall:

- a. Understand your department’s accounting/audit procedures concerning the availability of funds to cover the expense.
- b. If the item is available on county or state contract, the cardholder shall purchase the item from the identified vendor.
- c. If the item is not available on county or state contract, the cardholder should be able to substantiate the reasonableness of price.
- d. The cardholder shall purchase only the number of items, at the quality, needed.
- e. If this is an item normally purchased through a preferred source, i.e. StaplesLink (not the store) or W.B.Mason, the cardholder shall use the preferred source.
- f. If the purchase exceeds the per transaction limit, the cardholder shall not split the order to use the Purchasing Card.
- g. The cardholder shall not give his/her card or account number to any one other than the vendor from whom you are making the purchase.

1. Purchases Requiring Prior Approval

Departmental policy and subsequent approval procedures may vary and it is important that the cardholders adhere to department requirements.

2. At the Time of Purchase

If making a purchase by phone, you, as a cardholder, shall:

- Identify yourself as a City employee.
- Notify the vendor that you will be using the MasterCard / Visa Purchasing Card and verify that they accept it.
- Notify vendors that the purchase is tax exempt and provide the appropriate form if required. (Tax exempt forms are available from Purchasing)
- Identify the item type and description. If available, use the item number as shown in the catalog, manufacturer name, and/or model number.
- Provide the exact quantity you are interested in purchasing.
- Give the vendor your name as it appears on the card, the account number, and the card expiration date.
- Ask for the full dollar amount of the purchase and enter this amount in the “Ordered Price” column of your P-Card

Log envelope.

- Ask if there will be any additional charges for shipping and if so, note in the “Comment” column of your P-Card Log envelope that shipping will be added.
- Complete the P-Card Log envelope per instructions.
- If the items are delivered at a later date, be sure to enter the date received and receipt number on the P-Card Log envelope when goods are received and place the receipt in the envelope.

If making your purchase in person:

- Select or identify the items you wish to purchase.
- Give the vendor your MasterCard / Visa Purchasing Card.
- Tell the vendor the sale is Tax-Exempt and provide a completed Tax Exempt form if requested. Purchasing will fax or e-mail a tax exempt form if the vendor does not have a tax exempt form on file. Some vendors, such as Home Depot, require a tax exempt form for each purchase.
- If you want information entered into the cardmember reference field, provide the information to the vendor.
- Obtain an itemized receipt, if possible, in addition to the credit card receipt.
- Check the invoice before signing.
- Complete the P-Card Log envelope per instructions.
- Place receipts into the P-Card Log envelope.

E. ITEMS EXEMPT FROM PURCHASING CARD USE

You cannot use a Purchasing Card for:

- Personal use
- Gasoline purchases
- Rents
- Medical services
- Non-employee compensation (payments for any personal services)
- Cash advances
- Cash back on purchases
- Cash refunds
- Gift certificates
- Savings bonds
- Food items and/or beverages
- Alcoholic beverages
- Contract payments

The Purchasing Card may not be used on formal contracts issued by the Purchasing Department.

Other contracts and blanket orders, generally for services, are audited and tracked by Comptroller’s Office. Funds are generally encumbered each year. Payments outside of the standard process will not only inhibit their ability to document payments, but encumbered agency funds will not be liquidated.

Additionally, documents related to contracts must be retained for significantly longer than those for the Purchasing Card. There is no way to ensure proper retention of contract payments that are made with the card.

F. ITEMS TO BE PURCHASED USING THE PURCHASING CARD

You may use the card for:

- Maintenance/repairs of equipment
- Books, Publications and Subscriptions
- Supplies and materials
- Equipment
- Printing

- Conferences/seminars
- Freight*

*If a purchase exceeds the single per transaction limit by up to 10% because freight charges have been added, you may still use the Purchasing Card. Freight is the only exception to the transaction limit.

G. LOST OR STOLEN CARDS

Each employee is responsible for notifying the department administrator, the Purchasing Department, and MasterCard (Bank One) of a lost or stolen Purchasing Card. Upon receipt of such notification, MasterCard (Bank One) will be responsible for replacing any lost or stolen Purchasing Cards within 48 hours. All replacement cards will be delivered to the Purchasing Department.

Refer to the Appendices for key point of contact information to report a lost or stolen card.

H. FISCAL YEAR RESTRICTIONS

Purchasing Card privileges will be suspended at the end of the fiscal year if a budget is not in place. Section XI – D of this document provides more detail on this matter.

We advise the cardholder to use the P-Card judiciously as the end of the fiscal year approaches. In accordance with the terms of the contract, in the event we are not able to pay MasterCard / Visa promptly, the City of Torrington would have to pay interest for those charges that appear on the account after card suspension has been enacted.

VII. PROCESSING OF PAYMENT

A. MASTERCARD/ VISA

At the close of each billing cycle, MasterCard / Visa will provide a consolidated statement for all departments to the Purchasing and Accounts Payable Departments. This statement will include all individual charges by all City Cardholders incurred on the account.

B. BUDGET DEPARTMENT

At program startup, each department using the Purchasing Card must provide the Comptroller with a written transfer request to transfer funds from their identified operating account(s) to a special account for Purchasing Card Transactions.

Budget Control over Procurement Card Purchases shall be accomplished by the use of an Object of Expense Code (**6500**). User agencies shall transfer funds for the payment of Procurement Card transactions into this object code. An Annual transaction dollar limit will be assigned to each Procurement Card issued to a department. The total annual transaction dollar limit of all Procurement Cards issued to a department shall not exceed the budgeted balance in the Procurement Card Object of Expense Code for that agency.

Upon the receipt and review of your agency's P-LOG envelope, the Purchasing Department will forward it to the Comptroller's Office. The Comptroller's Office will then transfer funds from the Procurement Card object back to the respective account line items that were utilized in your agency's purchase. For example, if your agency purchased pens for \$10 on the Procurement object, then the Comptroller's Office would transfer back the \$10 to the Office Supplies line item.

C. DEPARTMENT P-CARD ADMINISTRATOR

Each department will provide the Comptrollers Office with a transfer request to transfer funds from identified operating account(s) to a special account for Purchasing Card Transactions. **If, at any time a department does not have sufficient funds to cover the monthly statement and arrangements cannot be worked out expeditiously with the Comptrollers Office, the department will no longer be allowed to participate in the Purchasing Card Program. Purchasing will notify MasterCard / Visa to invalidate all of that department's Purchasing Cards.**

All participating departments shall encumber an estimate of what they feel the amounts of the charges generated by the use of this Purchasing Card will be. The detailed procedures for handling this encumbrance will be worked out with the Purchasing Department, the Comptroller's Office and the participating departments.

Departments will receive a courtesy copy of the CARDMEMBER MONTHLY ACITIVITY REPORT from the vendor. P-Card Administrators must ensure that this department-wide invoice proves in total to individual monthly statements certified by cardholders.

D. PURCHASING CARHOLDER

MasterCard / Visa will issue a monthly summary report courtesy statement to each participating cardholder for expenses incurred during that particular billing cycle. Departments should only accept charges for goods and/or services that the supplier has delivered.

The cardholder should review the MasterCard / Visa statement for accuracy and reconcile each charge transaction with the P-Card Log Envelope and the vendor receipts and/or invoices. **This verification must be completed within five (5) business days of receipt of the MasterCard / VISA statement.**

Your review should include the following:

- Receipts for each transaction are enclosed in the P-Card Log envelope.
- If multiple receipts are issued for one transaction, all associated receipts are stapled together. The original transaction total should equal the cumulative total contained on the invoices.
- Any charges for sales tax are identified as a disputed charge.
- If an item has not been received and there is no charge on the MasterCard / VISA statement, write, "Not received" in the corresponding receipt block on the P-Card Log sheet. Keep a copy of the P-Card Log envelope to submit next month when the item is received.
- Confirmation that the P-Card Log envelope MasterCard /VISA charge column total is equal to the MasterCard/VISA statement total.
- Cost Center codes are entered on the P-Card Log envelope **ONLY** where they differ from those on the MasterCard / VISA statement.
- Credits appear on the MasterCard / VISA statement for any returns.
- Receipts are enclosed in the P-Card Log envelope in transaction order.
- If a charge appears on your MasterCard / VISA statement for an item ordered but not received, contact the vendor to resolve the matter. Vendors should not submit charges to MasterCard / VISA until goods have been shipped. If you cannot resolve the matter with the vendor, follow the process for disputes.
- Once your review is complete, sign the P-Card Log envelope and enclose the MasterCard / VISA statement along with an original receipt, invoice, sales slip, order form, or packing slip for each transaction. Forward all documentation to your supervisor and/or manager for signature.
- Retain a copy of all documents for cardholder records.

E. SUPERVISOR AND/OR MANAGER

The Supervisor / Manager shall review the P-Card Log Sheet and envelope together with all supporting documentation. This review should ensure that:

- All receipts are for valid City purchases.
- No receipts have been altered (blacked out, sections torn off, etc.).
- The cardholder has signed the P-Card Log envelope.
- The P-Card Log envelope MasterCard / VISA charge column total is equal to the MasterCard / VISA statement total.
- If you agree with the cardholder's certification, print your name legibly in the space marked "SUPERVISOR'S NAME", sign the P-Card Log envelope and forward, together with all supporting documentation, to the Accounts Payable for processing.
- If you do not agree with the cardholder's certification, return the P-Card Log envelope, together with all supporting documentation, to the cardholder with a reason for this disagreement. The cardholder should be asked to verify the documents and explain the reason for any discrepancy. Every effort to correct the item(s) in question should be made within the five-business day requirement for submitting documentation to Accounts Payable.

Supervisors should also review the monthly report from MasterCard (Bank One) listing those cardholders for which they are authorized to certify the monthly P-Card Log envelope. Any changes or inconsistencies should be reported to the departments Purchasing Card Administrator.

F. DEPARTMENT HEAD

The Department Head will review each cardholder’s documentation to ensure all purchases are authorized and in accordance with City of Torrington Purchasing guidelines. Totals shall be reconciled to the department wide bill.

If the totals on the P-Card Log envelope do not reconcile to the MasterCard (Bank One) statement, the department’s P-Card Administrator will call the cardholder to resolve the difference.

The Department Head will approve and sign the P-Card Log envelope and have the department’s Purchasing Card Administrator forward the completed P-Card Log envelope to the Accounts Payable Department.

VIII. QUESTIONED ITEMS AND RETURNS

A. CARDHOLDER RESPONSIBILITIES

Whenever an item purchased with the card is returned to the vendor, or when sales tax is charged by the vendor, or a credit is due, the cardholder must request that the vendor and/or supplier issue a MasterCard / VISA credit memo. Under no circumstances will cash be accepted to resolve a credit situation.

1. Sales Tax

If a charge for sales tax appears on the MasterCard / VISA statement, the cardholder shall contact the vendor and/or supplier directly to arrange to have this charge reversed. Reiterate that the transaction is tax exempt and provide the necessary form if required. Ask the vendor to credit your account for the sales tax charge.

Enter the amount of sales tax charged in the “adjustment” column on the P-Card Log envelope and make a note in the “comments” column that sales tax is to be credited next month. The cardholder must request that the vendor and/or supplier issue a MasterCard / VISA credit memo.

If the cardholder has requested this reversal of sales tax and the credit does not appear on at the following MasterCard /VISA statement, the cardholder must complete the PURCHASING CARDHOLDER STATEMENT OF QUESTIONED ITEM form and attach the credit voucher or documentation showing the request for a charge reversal was made.

The cardholder shall forward this form to Accounts Payable with the MasterCard / VISA statement and the P-Card Log envelope.

2. Returns and Credits

To make a return, the cardholder shall contact the vendor directly to determine the proper return procedures. Any credits issued will appear on a subsequent MasterCard / VISA statement. Credits for returns should also be noted on the P-Card Log Envelope.

If cardholder has returned an item they purchased and a credit for this item does not appear on at the following MasterCard / VISA statement, the cardholder shall complete the PURCHASING CARDHOLDER STATEMENT OF QUESTIONED ITEM form and attach the credit voucher or documentation showing the item was returned.

The cardholder shall forward this item to the Accounts Payable Department with the MasterCard /VISA statement and the P-Card envelope.

3. Items not Received

If a charge appears on the cardholder's MasterCard / VISA statement for an item ordered but not received, the cardholder shall contact the vendor to resolve the matter. Vendors should not submit charges to MasterCard /

VISA until goods have been shipped.

If the cardholder cannot resolve the matter with the vendor, he/she shall follow the process for disputes.

4. Disputes

If the cardholder cannot resolve a dispute with a vendor or there is a charge that is unauthorized or unrecognized on the cardholders MasterCard (Bank One) statement, the cardholder must initiate a dispute with MasterCard (Bank One) by calling 1-800-828-6222. MasterCard (Bank One) will investigate the dispute on the cardholder's behalf and assist in the resolution. MasterCard (Bank One) will issue a temporary credit pending final resolution. The cardholder should record this call on their P-Card Log sheet as a separate transaction to ensure MasterCard (Bank One) issues the credit. This transaction should be carried over to your next month's P-Card Log sheet.

The cardholder must also complete the PURCHASING CARDHOLDER STATEMENT OF QUESTIONED ITEM form. Place a check next to the specific item(s) in question on the MasterCard (Bank One) statement and provide a complete explanation of the dispute. Attach this form to the P-Card Log sheet and forward to the Purchasing Department.

In all cases, the cardholder shall sign and date the PURCHASING CARDHOLDER STATEMENT OF QUESTIONED ITEM form, and the P-Card Log sheet. The cardholder shall always retain a copy of these documents. This documentation will be most useful when identifying charges that have not appeared yet or disputed charges.

Forward all documentation to the Purchasing Department for processing.

A. PURCHASING DEPARTMENT

The Purchasing Department will forward each PURCHASING CARDHOLDER'S STATEMENT OF QUESTIONED ITEM form to MasterCard / VISA, and will follow-up on each dispute to ensure satisfactory resolution.

If the disputed transaction is determined to be valid, and the cardholder agrees it is a legitimate charge, the Purchasing Department will close its file on the dispute.

If it is determined the charge is not valid, or abuse is suspected, the Department P-Card Administrator or Department Head will forward this information to the Purchasing Agent.

B. DEPARTMENT PURCHASING CARD ADMINISTRATOR

The Department Purchasing Card Administrator will review each dispute received and initiate any appropriate action necessary to verify if abuse has occurred. If it is determined that abuse has occurred, the Department Purchasing Card Administrator will ensure proper procedures are followed as defined in Sections XII – XV.

C. RESPONSIBILITY

MasterCard / VISA will issue a temporary credit to the cardholder's account when notified of a questioned item. This credit will appear on the cardholder's MasterCard /VISA statement the month following MasterCard / VISA notification. The credit amount will be subtracted from the new balance.

MasterCard (Bank One) will issue a permanent credit to the cardholder's account and process the appropriate chargeback for all questioned items resolved in favor of the cardholder.

MasterCard /VISA shall notify Purchasing of any disputes not resolved in favor of the cardholder prior to the charge reappearing on the cardholder's statement.

IX. LOST OR STOLEN PURCHASING CARD

A. CARDHOLDER RESPONSIBILITY

Any lost or stolen Purchasing Cards must be reported immediately to the Department P-Card Administrator, the Purchasing Agent and MasterCard / VISA. The cardholder must be prepared to give their name exactly as it appears on the face of the card, the account number, the card’s expiration date, and a brief explanation surrounding the loss.

Immediately following this verbal notification, the cardholder must complete the CITY OF TORRINGTON PURCHASING CARD APPLICATION/CHANGE FORM to support this report. The form must be sent directly to the Purchasing Agent with a copy going to the agency Purchasing Card Administrator and Department Head.

Failure to comply with this notification process may result in the cardholder becoming personally liable for the fraudulent use of the card.

B. MASTERCARD / VISA RESPONSIBILITY

MasterCard / VISA will take immediate action to cancel the card reported lost and/or stolen. MasterCard / VISA will initiate steps to issue a replacement card within forty-eight (48) business hours of receipt of this written notification.

MasterCard / VISA will issue this new card for the employee and send the P-Card to the Purchasing Agent.

C. DEPARTMENT PURCHASING CARD ADMINISTRATOR

Upon receipt of the new card from the Purchasing Department, the Department Purchasing Card Administrator will complete Section C of the CITY OF TORRINGTON PURCHASING CARD APPLICATION / CHANGE FORM to reflect the associated card as reported lost and/or stolen, and record the receipt of the replacement card.

The Department Purchasing Card Administrator will then release the replacement card.

X. LIABILITY

The City of Torrington will be initially liable for all charges to the Purchasing Card account except for fraudulent use of the card by a vendor and/or an employee, those in excess of the single per-transaction limits, and any other limits imposed by participating City agencies.

While the City of Torrington will be responsible to MasterCard / VISA for all employee charges associated with the Purchasing Card, the cardholders themselves will be responsible, if no notification is given to the Purchasing Card Administrator, to reimburse the City of Torrington for any charges incurred as a result of misuse or fraudulent use of the card.

The City of Torrington will not be liable for any charges incurred by non-employees; therefore, it is important to report immediately any lost and/or stolen Purchasing Cards to MasterCard / VISA. Section IX – A of these procedures contains the information necessary to report this loss.

Failure to comply with this notification process may result in the cardholder becoming personally liable for the fraudulent use of the card.

XI. SUSPENSION OF PURCHASING CARD PRIVILEGES

Improper use of the card by the cardholder will lead to suspension of all Purchasing Card privileges. The Department Head, the Mayor, the Comptroller, or the Board of Finance or MasterCard (Bank One) may request suspension of Purchasing Card privileges.

The Purchasing Agent shall authorize all requests for suspension.

A. MISUSE OR ABUSE OF THE CARD

The term “misuse or abuse” as used herein, shall mean the use of the Purchasing Card outside of the employee’s authorized parameters (e.g. charges in excess of the permitted limit for any period; purchases of items of a type other than those allowed, purchasing contract items from non-contract vendors). Depending on the severity of the violation, the following actions may be taken:

1st Offense: Both the cardholder and the cardholder’s supervisor will be notified of the infraction. The cardholder will be advised to use the card for official purposes only within the parameters established by City of Torrington and MasterCard (Bank One). The cardholder will also be advised that all Purchasing Card privileges will be suspended if further violations occur. The cardholder will be personally responsible for reimbursing the City for unauthorized purchases.

2nd Offense: All Purchasing Card privileges will be suspended for a period of three (3) months. The cardholder’s supervisor and the Department Head or their equivalent will be notified of this violation and subsequent suspension of privileges. At the end of the three-month period, the cardholder’s supervisor may request to reinstate the cardholder’s privileges, with the approval of the Purchasing Agent and the Comptroller. The cardholder will be personally responsible for reimbursing the City for any unauthorized purchases.

3rd Offense: Use of the Purchasing Card will be suspended permanently. The cardholder will be personally responsible for reimbursing the City for any unauthorized purchases.

NOTE: Nothing in this process excludes departments from implementing other disciplinary action.

B. FRAUDULENT USE OF THE CARD

The term “fraudulent use”, as used herein, shall mean the use of the Purchasing Card with a deliberately-planned purpose and intent to deceive and thereby gain a wrongful advantage for oneself or anyone else other than the City of Torrington. The following actions will be taken:

- Immediate suspension of card privileges;
- Removal of cardholder’s purchasing authority;
- Mandate employee reimbursement to the County; and
- Formal disciplinary action which may result in termination of employment pursuant to applicable contract provision.

C. EMPLOYEE TERMINATION

The Purchasing Card Administrator will direct MasterCard /VISA to cancel all Purchasing Card privileges for any cardholder that leaves City service for any reason.

The City will continue to be liable for any charges incurred by the cardholder until MasterCard / VISA is directed to cancel the Purchasing Card.

Use the CITY OF TORRINGTON PURCHASING CARD APPLICATION / CHANGE FORM to report a cancellation.

D. CITY FISCAL YEAR

If the budget for the next immediate fiscal year has not been adopted, all Purchasing Card privileges will be suspended, effective by a date as determined and published in a memo from the Comptroller.

It will be the responsibility of the Purchasing Department to notify MasterCard / VISA of this suspension. Each department head is responsible for notifying all of their cardholders of this fact.

MasterCard / VISA is responsible for notifying all vendors of this suspension.

When the budget is enacted, the Purchasing Department will notify MasterCard / VISA. MasterCard / VISA notify vendors, and departments will notify employees that the cards can be used again.

XII. AUDITS OF INDIVIDUAL ACCOUNTS

It is important to note that Purchasing Department, the Comptroller, the Board of Finance, or the City’s auditors may elect to audit any and all Purchasing Cardholder accounts. Performance of these audits does not require advance notice. **It is extremely important that all Department P-Card Administrators retain accurate records of all transactions made using their assigned**

Purchasing Cards.

XIII. CITY IMPLEMENTATION GUIDELINES

These procedures have been approved by the Purchasing Department and the Comptroller Finance and are to be used by each department in the Purchasing Card program. Participating departments may develop their own internal procedures consistent with the City's Purchasing practices but any deviations from these guidelines must be approved by the Purchasing Department, the Comptroller and/or the Board of Finance and submitted for their review.

XIV. MISCELLANEOUS

Any changes to cardholder information must be reported on the MasterCard (Bank One) Application / Change Form.

A. CITY OF TORRINGTON PURCHASING CARD APPLICATION / CHANGE FORM

This form acts as an official application for the MasterCard (Bank One) Purchasing Card as well as an acknowledgement that the cardholder understands the intent and privileges associated with the Purchasing Card. This same form is used by the applicant's managers to indicate acceptance or rejection of the application, to assign cost center information, and to identify a mandatory per transaction limit (not to exceed \$500.) and an optional monthly limit.

Employee information for each new Purchasing Cardholder is entered on this form. This form is then forwarded to the Purchasing Department. Purchasing records the application information and forwards the application to MasterCard (Bank One). MasterCard (Bank One) uses this form to complete the process necessary to produce Purchasing Cards for each new cardholder. This form is also used to report any changes in cardholder information. This information includes but is not limited to: a name change, an address change, cost center change, transaction limit change, card replacement, card cancellation, or reinstatement. The Department P-Card Administrator completes and signs this form. Completed forms will be sent to the Director of Purchasing for final authorization.

B. P-CARD LOG SHEET

This form is used by each individual cardholder to track all transactions made during each specific billing cycle. The original P-Card log sheet is forwarded to the Department P-Card Administrator each month along with all receipts associated with that billing cycle. Additional log sheets can be downloaded from the City's internet under "Users...Anybody...Log Sheet"

C. CARDHOLDER MONTHLY REPORT

Each cardholder will receive a summary report from MasterCard (Bank One) of billed transactions to reconcile to their P-Card Log sheet. The report contains the following information for each charge transaction: MasterCard (Bank One) internal reference number, vendor reference number, vendor name, transaction date and dollar amount. This report is sent directly to each cardholder by MasterCard / VISA.

D. PURCHASING CARDHOLDER DISPUTE FORM(S)

This form is used to record a disputed charge to the Purchasing Department if a cardholder cannot resolve a dispute with a vendor or if there is a charge that is unauthorized or unrecognized. Before completing this form, the cardholder shall call MasterCard / VISA to initiate a dispute.

E. RECEIPT OF CITY OF TORRINGTON PURCHASING CARD GUIDELINES

At training, each new cardholder will receive Purchasing guidelines to be followed when using the card. Cards will not be distributed until both the employee and supervisor have attended training and a signed receipt for these guidelines is returned to the Department Purchasing Card Administrator.

CITY OF TORRINGTON PURCHASING CARD
APPLICATION / CHANGE FORM

Your use of the MasterCard / VISA Purchasing Card is subject to the following terms and conditions. You must comply with the terms and conditions as part of the terms and conditions of your employment.

- (1) You are being entrusted with a valuable tool – a Purchasing Card - and will be making a financial commitment on behalf of the City. You must strive to obtain the best value for the City by using proper purchasing practices as established by the City of Torrington Purchasing Card Guidelines.
- (2) You understand that the City of Torrington is liable to the financial institution for all charges made using the Purchasing Card, except those in excess of the single or monthly transaction limit and any other limits imposed by the city purchasing card administrator or department head.
- (3) You must use the Purchasing Card to purchase goods and services for Official City uses only. Do not use this card for personal charges. The City of Torrington will audit the use of this purchasing card and report and take appropriate action on any discrepancies. Any evidence that the Purchasing Card is being used fraudulently or for personal charges will result in disciplinary action.
- (4) You must follow the policy and procedures established by the City of Torrington for the use of this Purchasing card. Failure to do so may result in either revocation of your user privileges or other disciplinary action, including termination of employment.
- (5) You will be given a copy of the City of Torrington Purchasing Card Manual. You are required to read and understand the requirements of the Purchasing Card's use. You are also required to read and understand any additional procedures established by your department head or P-Card Administrator.
- (6) You must return the Purchasing Card immediately upon request or upon termination of employment (including retirement). Should there be any change in your employment status that causes your cost center to change, you must take appropriate action to ensure proper use and reporting.
- (7) If the Purchasing Card is lost or stolen, you must notify your department's Procurement Card Administrator, the Purchasing Department and MasterCard / VISA immediately.
- (8) The City of Torrington may change these terms and conditions or its policy and procedures concerning the use of the Purchasing Card and you must comply with those changes.



**CITY OF TORRINGTON
PURCHASING CARD APPLICATION / CHANGE FORM**

CARDHOLDER INFORMATION

Completed by Employee

New Account Change (only complete fields to be changed)

Delete / Close

_____-_____-_____-_____-_____-_____-_____-_____-_____-
Cardholder account # (required for changes or deletions)

Cardholder Name: _____
(Print or Type)

Department Name: _____ Employee Number: _____

Work Telephone: _____ E-Mail: _____ Fax: _____

Signature: _____ Date: _____

CARDHOLDER CONTROLS

Completed by Department Head

Monthly Spending Limit \$ _____ Single Purchase Limit \$ _____
(not to exceed \$500.)

Maximum Transactions per day _____ Maximum Transactions per month _____

Primary line item to charge _____

CARDHOLDER APPROVALS

Supervisor's Name (if applicable) _____ Signature _____ Date _____

Dept. Head Name _____ Signature _____ Date _____

P-Card Administrator Name _____ Signature _____ Date _____

Purchasing Agent Name _____ Signature _____ Date _____

Comptroller Name _____ Signature _____ Date _____

APPLICATIONS IS: APPROVED DENIED

CARDHOLDER ACKNOWLEDGMENT

(required for all new card issues)

I acknowledge receipt of one (1) City of Torrington Purchasing Card and receipt of all applicable training materials and agree to use the card in accordance with the work rules outlined in these materials and as presented in the mandatory training session.

CARDHOLDER SIGNATURE _____ DATE _____

CITY OF TORRINGTON

CARDHOLDER STATEMENT OF QUESTIONED ITEM FORM

If the cardholder cannot resolve the matter with the vendor, they should initiate a dispute with MasterCard / VISA at ??????????, and immediately complete this form.

CARDHOLDER NAME: _____
(PLEASE PRINT OR TYPE)

(TELEPHONE NUMBER)

The transaction (s) in question is described below:

| TRANSACTION DATE | SUPPLIER REFERENCE NO. | VENDOR NAME | AMOUNT | STATEMENT DATE |
|------------------|------------------------|-------------|--------|----------------|
|------------------|------------------------|-------------|--------|----------------|

Please read carefully each of the following situations and circle the one most appropriate to your particular dispute.

- 1) **SALES TAX:** Sales tax was included with my transaction. I have notified the vendor and/or supplier this sales tax charge should be reversed. My statement does not reflect a reversal of this charge.
- 2) **UNAUTHORIZED MAIL OR PHONE ORDER:** I have not authorized this charge to my account. I have not ordered this merchandise by phone or mail, or received any goods or services.
- 3) **DUPLICATE PROCESSING:** The transaction listed above represents a multiple billing to my account. I only authorized one charge from this Vendor for this amount.
- 4) **MERCHANDISE OR SERVICE NOT RECEIVED:** My account has been charged for the above listed transaction, but I have not received the merchandise or service.
- 5) **ORDER CANCELLED:** My account has been charged for the above listed transaction. I have contacted this Vendor on ___/___/___ and canceled the order. I will refuse delivery should the merchandise still be received.
- 6) **MERCHANDISE RETURNED:** My account has been charged for the above listed transaction, but the merchandise has since been returned.
- 7) **CREDIT NOT RECEIVED:** I have received a credit voucher for the above listed charge, but it has not appeared on my account. A copy of the credit voucher is attached.
- 8) **ALTERATION OF AMOUNT:** The amount of this charge has been altered since the time of purchase. Enclosed is a copy of my sales draft showing the amount for which I signed.
- 9) **DUPLICATE PAYMENT:** My card number was used to secure this purchase, however, payment was made by Purchase Order #_____.
- 10) **NOT DESCRIBED:** The item(s) received does not conform to what was agreed upon with the Vendor. (The cardholder must have attempted to return the merchandise and state so in his/her complaint.)
- 11) **OTHER:** I dispute this transaction because: **(be specific)** _____

NOTE: Provide a complete description of the problem, attempted resolution, and outstanding issues. Use separate sheet of paper, if necessary.

CARDHOLDER'S SIGNATURE: _____ **DATE** _____

DISTRIBUTION: The original form should be sent immediately to the department P-Card Administrator. Retain a copy of this form to attach to your P-Card Log Sheet sheet. When your reconciliation is complete, submit this form, together with your P-Card Log to your department P-Card Administrator.

INSTRUCTIONS FOR USING THE PROCUREMENT LOG OF TRANSACTION’S ENVELOPE

This form should be completed for every transaction that takes place using the City of Torrington Purchasing Card.

Place Original Receipts in the Envelope: When the form is complete, enclose the MasterCard (Bank One) Monthly Statement and all packing slips, charge slips, invoices in transaction order as listed.

Envelope #: All envelopes should be numbered to ensure the Purchasing Division receives them all. If using more than one envelope, please number 1 of 2, 2 of 2, etc.

Card Holder Name: Print your name as it appears on the Purchasing Card.

Transaction Period: Enter the date range for the billing cycle that corresponds to these transactions. If using more than one envelope per month, enter this same date range on each envelope.

Vendor: Enter the name of the vendor/supplier from whom the merchandise was purchased.

Merchandise Description: Provide a brief description of the merchandise purchased.

Suppliers’ Reference #: This is a required field. Enter the suppliers reference number associated with this particular transaction. If a supplier reference number is not provided, enter the Receipt #, packing slip#, order#, or other identifying # unique to this transaction.

Date Received: Enter the date the merchandise was received.

Ordered Price: Enter the price you were quoted from the vendor/supplier when ordering the merchandise.

Adjustment: Enter any difference between the Ordered Price and the MasterCard charge. Note in the comments field, the reason for the adjustment such as shipping/freight charges or sales tax.

Visa Charge: This is the amount on your MasterCard Monthly Statement for this transaction. This entry should equal the “Ordered Price” column plus or minus any amounts in the “Adjustments” column. At the end of each billing cycle add the items listed in this column and enter the total in the space provided. If using multiple envelopes, include a cumulative total on the bottom of the last envelope. The cumulative total should be circled.

Cost Center: Enter the Fund and Account number and line item associated with this transaction, only if different from that found on the monthly summary statement.

Dispute: If the charge was disputed and a Statement of Questioned Item Form was completed, place an ‘X’ in this space.

Comments: Enter any additional information you feel is needed to help identify this particular transaction. If you have information in the “Adjustment” column, use this column to explain what this adjustment is for. If sales tax was charged indicate if you have already gone back to the vendor to request a credit.

Cardholder’s Certification: The cardholder must sign in this space indicating that they have reviewed the information contained on this form and agree with its content.

Date: The date the cardholder actually reconciles the P-Card log envelope should go in this space.

Supervisor’s Certification: The supervisor should review the information contained on this form, together with any supporting documentation. The supervisor should print their full name, legibly, in the space provided. The supervisor should then sign their name in the space marked “Supervisors Signature”. The supervisor’s signature will serve as evidence they have reviewed and are in agreement with the P-Card Log envelope.

Department Head: The Department Head should review the information contained on this form and sign in this space, which will serve as evidence they have reviewed and are in agreement with the P-Card Log envelope.

