

RESOLUTION NO. 2023-450

A RESOLUTION AWARDED A CONTRACT TO COMDATA, d/b/a CORPAY, BRENTWOOD, TN TO FURNISH A PURCHASING CARD AND VIRTUAL PAYMENT PROGRAM.

WHEREAS, the City of Vineland has heretofore advertised for proposals for the furnishing of a Purchasing Card (P-Card) and virtual card program; and

WHEREAS, the Requests were published on the City's official website and in the City's official newspaper; and

WHEREAS, on August 16, 2023 three (3) proposals were received and reviewed by the Chief Financial Officer, Municipal Auditor, Chief Accountant and the Purchasing Agent; and

WHEREAS, it has been recommended that a contract for the required services be awarded to ComData D/B/A Corpay, Brentwood, TN for fees not to exceed \$4,000.00 based upon the proposal received, pursuant to a fair and open process; and

WHEREAS, this contract is awarded for a contract period of one (1) year from the date of award with the City having the sole option to renew for two (2) additional one (1) year terms, or one (1) additional (2) year terms; and

WHEREAS, the availability of funds for said Contract to be awarded herein have been certified by the Chief Financial Officer; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Vineland, that said contract to Furnish a Purchasing Card and Virtual Payment program, be awarded to ComData D/B/A Corpay, Brentwood TN, based upon the proposal received, pursuant to a fair and open process.

Adopted:

President of Council

ATTEST:

City Clerk

VII. PRICING

1. Provide a price schedule for all fees to the City for these services. Include all one-time and ongoing fees, including minimums, and how they are calculated, related to the following:

- a. Annual per card

Response: \$0

- b. Per transaction

Response: \$0

- c. Program implementation/set-up

Response: There will be no set up fees if implementation begins within 90 days after contract is awarded.

- d. Reporting: Standard and customized

Response: \$0

- e. Merchant sign-up and implementation

Response: \$0

- f. Late fees

Response: Please see sample agreement, Attachment B, for late fees.

- g. Desktop reporting packages

Response: \$0

- h. Licensing fees

Response: \$0

- i. Consulting fees

Response: \$0

- j. Fraud Protection

Response: \$0

2. Describe incentives or price breaks offered based on business volume, timeliness of payment, rebates or other measures.

Response: Based on a monthly billing, 7-day payment term, our fixed rebate is 1.4%. The rebate will be paid monthly as either a statement credit or a deposit via ACH into a City of Vineland commercial bank account. No minimum spend is required. There are options to increase the rebate based on program design that are negotiable.

3. Fees in this proposal are guaranteed for how many years?

Response: We do not charge ongoing fees for the services we are proposing.

4. How and when is the City notified of a price increase?

Response: We do not charge ongoing fees for the services we are proposing.

5. What are your minimum contract term requirements?

Response: 1 year.

EXHIBIT B ORDER FORM CORPAY CARDS

1. **Services.** Corpay will provide Customer with one or more accounts through which Customer may access the Mastercard and Corpay card networks and the financial information and other services provided for in this Order Form (collectively, the "Account"). In connection with the Account, Corpay, in accordance with Customer's request, shall provide special Corpay[®]Mastercard Corporate Cards[®], which may include fleet, purchasing, T&E multi-cards and virtual cards (collectively, "Cards"), and which are issued by Issuing Bank. Corpay is an agent or representative of Issuing Bank or its affiliates. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. Corpay or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time. The primary terms of the services provided hereunder are as follows (the "Primary Terms"):

Mastercard Transactions Incentive:	Virtual Card and Multi-Card Transactions: Fixed Incentive equal to 130 Basis Points
Account Fees:	<ul style="list-style-type: none"> • Setup Fee: <i>(to be determined)</i> • If Customer is implementing multiple Card products, only one setup fee will apply so long as both products are implemented within three (3) months of each other; otherwise a second setup fee will be charged by Corpay. Corpay will offset and withhold the Customer's monthly incentive up to the amount of the setup fee, or Corpay may invoice Customer for such fee, in Corpay's sole discretion.
Other Fees:	<ul style="list-style-type: none"> • The following fees will be applied to all Mastercard physical Card orders that are shipped via express courier to the same address: <ul style="list-style-type: none"> ○ Overnight \$30* per 200 physical Cards ○ 2-Day = \$20* per 200 physical Cards ○ International = \$80* per 200 physical Cards *Local sales tax may apply. Applies once to physical Cards shipped to the same address. • If Customer wish to customize the design on physical Cards, Customer shall pay a fee of \$1,500 for each custom Card design event. <ul style="list-style-type: none"> ○ Minimum requirement of 10,000 physical Cards at \$2.00 per Card before shipping and handling. ○ Fee includes graphic artist and card fulfillment set-up. • Customer shall pay an account maintenance fee equal to \$1.50 per transaction for performing any Card maintenance transaction (other than virtual cards) through a customer service representative (i) that affects the status of a particular Card or (ii) for credit limit or current day activity inquiries by Customer. • Customer shall pay, at a rate of \$1.34 per letter/mailling, for the design, printing, fulfillment and mailing of any promotional materials utilized in connection with Corpay's efforts to promote virtual card acceptance by Customer's vendors. Custom letters are subject to additional fees mutually agreed upon.
Initial Billing/ Payment Terms	<ul style="list-style-type: none"> • Multi-Card Transactions: <ul style="list-style-type: none"> Billing Term: 30 day(s) Payment Terms: 7 day(s) • Virtual Card Transactions: <ul style="list-style-type: none"> Billing Term: 30 day(s) Payment Terms: 7 day(s)

2. **Term.** The term of this Order Form shall be coterminous with the Initial Term under the MSA unless earlier terminated pursuant to the MSA. After the Initial Term, the term of this Order Form shall automatically renew for successive periods of one (1) year each (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party provides the other with written notice of its intention to forego such renewal at least one hundred eighty (180) days prior to the end of the Initial Term or the Renewal Term, as applicable, subject to earlier termination in accordance with the MSA. During the Term, Customer agrees that Corpay shall be Customer's sole and exclusive provider of commercial credit card products.

3. **Account Access.** Customer's representatives shall access the Account only as required to administer Customer's Card program and for no other purpose. Customer agrees to notify Corpay immediately of any unauthorized use of, or access to, the Account or any passwords or other security codes or procedures used to access the Account or Corpay's system. To the fullest extent permitted under applicable law, Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account until it has



notified Corpay of such unauthorized access or use. Customer will not be liable for unauthorized charges on a Card that occur after Customer notifies Corpay of the loss or theft of such Card.

4. Monthly Incentive.

(a) *Mastercard Transactions.*

i. Corpay shall pay to the Customer an incentive on all Card transactions settled through the Mastercard network in the amount set forth in the Primary Terms above (the "Mastercard Transactions Incentive"), which shall be paid monthly and calculated each month based on the Customer's previous month's spend volume, net of any charge backs and credit losses, and is subject to (i) any reductions in interchange payable by Mastercard, (ii) any Mastercard or issuing bank fees applicable to any transactions, and (iii) any other costs or expenses associated with any transactions.

ii. If Customer is receiving a fixed Mastercard Transactions Incentive as indicated in the Primary Terms above and the interchange received by Corpay for any Mastercard transaction under such Order Form is less than 220 basis points for any reason, Corpay will, in lieu of such fixed Mastercard Transactions Incentive, pay Customer an incentive equal to the lesser of (i) net interchange generated by such transaction *minus* 120 basis points of such transaction amount or (ii) the fixed incentive indicated in the Primary Terms above. If Customer is receiving a fixed Mastercard Transactions Incentive as indicated in the Primary Terms above and any transaction under this Order Form is processed using Corpay's PayForYou or similar service, Corpay will, in lieu of such fixed Mastercard Transactions Incentive, pay Customer an incentive for such transaction equal to 50 basis points.

iii. For any incentive that is based on net Mastercard interchange, Corpay will calculate the pass-through processing costs (including Mastercard and Issuing Bank fees) as of the calendar year of the Effective Date of this Order Form, and such costs will remain fixed for the Initial Term of this Order Form unless such processing costs increase materially.

iv. Customer's monthly Mastercard Transactions Incentive paid under this Order Form may be adjusted in the event Mastercard decreases the interchange rate payable on Customer's transactions, or should Mastercard or Corpay's issuing bank increase any fees or assessments applicable to Customer's transactions under this Order Form, such that Corpay retains a minimum of 120 basis points per transaction. In the event that Customer has a late payment during any month, Customer may forfeit the monthly Mastercard Transactions Incentive accrued for such month, and Corpay reserves the right to withhold the monthly Mastercard Transactions Incentive for such month.

(b) *Corpay Network Transactions.* For any card transactions at merchants (excluding fuel merchants) that are in Corpay's network of merchants with whom transactions settle directly between Corpay and such merchants and not through the Mastercard network (the "Corpay Network Transactions"), Corpay will pay Customer an incentive for such transaction equal to 50 basis points.

5. Credit Limit; Credit Information. If applicable, Corpay will establish for Customer an account through which Corpay may extend credit to Customer and for which Corpay will set a credit limit (the "Credit Account"). The credit limit is subject to periodic review and adjustment by Corpay in its sole discretion. Customer shall provide Corpay with such financial information as Corpay may reasonably require, including, without limitation, annual financial statements, within a reasonable time after Customer's fiscal year-end and interim financial statements as requested by Corpay. Customer authorizes Corpay to make any credit investigation Corpay deems necessary and appropriate and to request reports from credit bureaus in connection with any Order Form or any update, renewal or extension of credit. Corpay may furnish information with respect to Customer's Credit Account to credit bureaus or others who may properly receive such information. Customer shall repay Corpay for all credit extended by Corpay and shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Credit Account, to exceed its credit limit at any time. If Customer exceeds its credit limit, then Corpay may require immediate payment, suspend further service, and assess additional fees detailed in the MSA, including, but not limited to, an over-limit fee.

6. Security. From time-to-time Corpay may request Customer to provide security for the performance when due of Customer's obligations hereunder. Customer understands and agrees that it is under no obligation to provide Corpay with such security, but the refusal to provide security when requested may result in adverse credit determinations by Corpay. Any security provided shall be in the amount and form as required by Corpay in its reasonable discretion. The Credit Account will not be available to Customer until such security is accepted by Corpay in its sole discretion.

7. Payment Terms.

(a) *Non-Revolving.* Customer shall be responsible for any credit extended on the Credit Account. The Credit Account is not a revolving credit account and the total amount shown on each account statement (the "Total Amount Due") is due and payable by the date shown on the account statement. The Total Amount Due includes transactions posted since the last statement date, applicable account and service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a Mastercard cross-border fee and a Mastercard currency conversion assessment fee which are subject to change in Mastercard's sole discretion.

(b) *Late Fee and Default Interest.* If Customer does not make full payment of the Total Amount Due on the due date, then Customer shall pay a late payment fee equal to the greater of: (i) \$150 or (ii) 9.99% of the past due portion of the Total Amount Due (excluding any previous late fees and any default interest charges). In no event will such late charge exceed the lesser of \$5,000 or the maximum amount permitted by Applicable Law. In addition, in the event the Total Amount Due is not paid by the due date, Corpay may assess a default interest charge at a rate equal to the weekly average prime loan rate as published by the Federal Reserve plus 4% per annum. The default interest is assessed on the Total Amount Due (excluding any late fees and any previous default interest charges) for the period of time such amount remains unpaid beyond the due date. In no event will the default interest rate exceed the maximum rate permitted by applicable law.

Corpay[^]

(c) Corpay may charge the following fees or the maximum amount permitted under applicable law in each of the following scenarios, whichever is less: (i) a returned payment fee of twenty dollars (\$20); (ii) an over-limit fee of fifty dollars (\$50) each time Customer's Credit Account balance exceeds the credit limit; (iii) if Customer has closed its Credit Account, a reinstatement fee of five hundred dollars (\$500) to reinstate such Credit Account, which reinstatement may be subject to additional credit review and approval by Corpay; and, (iv) if Customer requests paper copies of billing statements and reports, a fee of twenty dollar (\$20.00) per billing cycle.

From: [Scott Muller](#)
To: [Hill Yolanda](#); [Volpe Gene](#); [Baldosaro Susan M](#)
Cc: [Tim Conner](#)
Subject: RE: City of Vineland/Corpay - follow up
Date: Friday, September 8, 2023 12:40:39 PM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)
[image009.png](#)
[image010.png](#)

Hi Yolanda,

Corpay's AP Gateway payment platform has a set-up fee of \$2,500 and there are no monthly fees. That fee is billed in month 6. We do this because at that point you will have earned notably more in rebate to cover that cost.

In speaking with my leader, Tim Conner, we are willing to offer the City of Vineland the following incentive:

- If Corpay is selected as your virtual payments' provider, **we will waive the \$2,500 fee** if the City of Vineland begins making virtual card payments within 4 months after going live with AP Gateway.

Let me know if you have any questions and I hope you all have a good weekend.

Regards,

Scott

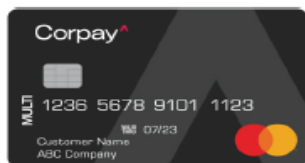
Scott Muller 

Director, Corporate Payments

scott.muller@corpay.com

610.566.1076 office

610.608.6208 mobile



A Premier MasterCard Issuing Partner

From: Hill Yolanda <yhill@vinelandcity.org>
Sent: Wednesday, September 6, 2023 5:05 PM
To: Scott Muller <Scott.Muller@corpay.com>; Volpe Gene <gvolge@vinelandcity.org>; Baldosaro Susan M <sbaldosaro@vinelandcity.org>
Cc: Tim Conner <tim.conner@corpay.com>
Subject: [EXTERNAL] RE: City of Vineland/Corpay - follow up

Scott,

Thank you for getting back to us. That was very helpful.

Were you able to find out about the setup fees as well? That was the only other item on my follow up list.

Thank you!

Yolanda L. Hill, CMFO

Chief Accountant

City of Vineland

640 E. Wood Street

P.O. Box. 1508

Vineland, NJ 08362-1508

P: 856-794-4000 Ext. 4767

F: 856-405-4605



From: Scott Muller <Scott.Muller@corpays.com>

Sent: Wednesday, September 6, 2023 4:07 PM

To: Hill Yolanda <yhill@vinelandcity.org>; Volpe Gene <gvolpe@vinelandcity.org>; Baldosaro Susan M <sbaldosaro@vinelandcity.org>

Cc: Tim Conner <tim.conner@corpays.com>

Subject: City of Vineland/Corpays - follow up

Hi Yolanda, Susan & Gene,

Thanks again for meeting with our Corpays team yesterday. It was great being able to meet with you onsite and thank you for allowing me to do that. We hope you found the demonstration of our platform comprehensive yet easy to use and to your liking. As the local Corpays Director for Southern New Jersey, we would provide the City of Vineland with a best-in-class, Corpays Mastercard program using a custom design of virtual cards, payment technology and dedicated support that suit all of your payment needs.

To answer Sean's question, the \$1.34 fee is **only** to campaign to your vendors where you **spend less than \$25,000/per year**. We will call and email every vendor you want us to where the spend is \$25,000 or more to sign them up for Corpays virtual Mastercard acceptance. There is no fee for this. No other card company goes that low in spend with their enablement effort.

I will have Alex send over the file spec sheet he reviewed on our call.

Let me know if you have any additional questions. Thank you again for giving Corpay the opportunity to partner with the City of Vineland and to work with all of you. I look forward to our next conversation.

Regards,

Scott

Scott Muller 

Director, Corporate Payments

scott.muller@corpay.com

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PURCHASING AGENT RECOMMENDATION AWARD
COV RFP # 2023-28

Proposals were received and opened Wednesday, August 16, 2023 at 1:00 PM for Purchasing Card (P-Card) Program from the following:

Wells Fargo
TD Bank
Corpay
Elan Financial (automatic rejection)

Comments: Elan Financial did not submitted all the mandatory documents, therefore it is an automatic rejection.

Wells Fargo, TD Bank, & Corpay submitted all the mandatory documents.

Recommendation: The using department needs to review the proposals for compliance with the technical specifications of the proposals. If the chosen vendor meets all the requirements of the specifications and scores the highest on the criteria, then you can send up your request for award.

Jeanine N. Brownlee, QPA
Purchasing Agent

A handwritten signature or set of initials, possibly "BN", enclosed within a hand-drawn circle.

COV/RFI/RFQ # 2023-29 for: Purchasing Card Program

DATE/TIME: 8-16-23 1:00 PM

Automatic Rejection

VENDORS:	<i>Elan Financial Serv.</i>	<i>Wells Fargo</i>	<i>TD Bank</i>	<i>Corpay</i>
MANDATORY FORMS				
Statement of Ownership Disclosure	<i>NO Requested</i>	✓	✓	✓
EEO/Affirmative Action Compliance	<i>Req Docs</i>	✓	✓	✓
Addenda, if any		✓	✓	✓
Disclosures of Investment Activity in Iran		✓	✓	✓

R+Bekir Total Amount:

\$ \$ \$ \$

VENDORS:				
MANDATORY FORMS				
Statement of Ownership Disclosure				
EEO/Affirmative Action Compliance				
Addenda, if any				
Disclosures of Investment Activity in Iran				

Total Amount \$ \$ \$ \$