

Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

July 3, 2018

Subject: Request for Proposals #1525-P: Purchasing Card Services

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms to provide purchasing card services. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information should be included with your proposal.

A pre-proposal conference will be held at 2:00pm, Tuesday, July 24, 2018, at the Fayette County Administrative Complex in Suite 100, 140 Stonewall Avenue West, Fayetteville, GA 30214. All firms and interested parties are invited and strongly urged to attend. This will be the opportunity to voice all questions, concerns and comments about this Request for Proposal and have them addressed.

Questions concerning this request for proposals should be addressed in writing to Trina Barwicks, Contract Administrator via email to: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00pm, Tuesday, July 31, 2018.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

Proposals will be received at the address below until 3:00pm, Tuesday, August 7, 2018 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Fayette County Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, Georgia 30214

Request for Proposals #1525-P Request for Proposals Name: Purchasing Card Services

Your envelope must be sealed, and should show your company's name and address.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addenda.

Sincerely,

Ted L. Burgess

Director of Purchasing

TLB/tcb

Attachment

GENERAL TERMS AND CONDITIONS RFP #1525-P: PURCHASING CARD SERVICES

- 1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
- 2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

- 3. **Submission of Offers:** Offerors must submit their proposal, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is 1525-P, and
 - c. The "reference" which is Purchasing Card Services

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) <u>unbound</u> original proposal (paperclip, binder clip or loosely book acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, five (5) paper copies, and a copy on a flash drive to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contracts Administrator

- 4. **Timely Receipt**: Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
- 5. **Open Offer**: The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
- 6. Corrections or Withdrawals: The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

- 7. Trade Secrets Confidentiality: If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
- 8. **Site Conditions**: Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
- 9. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including inlaws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

- 10. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
- 11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
- 12. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.

- 13. **Notice to Proceed**: The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
- 14. **Term of Contract**: The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2021. Thereafter, this agreement may be renewed by the County for two subsequent one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor one hundred and twenty (120) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
- 15. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
- 16. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 17. **Indemnification**: The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
- 18. **Non-Assignment**: Assignment of any contract resulting from this request for proposal will not be authorized, except with express written authorization from the County.
- 19. Termination for Cause: The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
- 20. Termination for Convenience: The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.

- 21. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 22. **Governing Law**: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

Fayette County, Georgia Checklist of Required Documents

(Be Sure to Return This Checklist and the Required Documents in the order listed below)

RFP #1525-P: PURCHASING CARD SERVICES

Company Information	200
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	
Completed Proposal	
Two (2) most recent Income Statements & Balance Sheets	
List of exceptions, if any – on form provided	
References - On form provided	
Signed Addenda, if any are issued	
COMPANY NAME.	

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	
Date of Authorization	
Name of Contractor	
RFP #1525-P: PURCHASING CARD SERVICES	
Name of Project	
FAYETTE COUNTY GEORGIA	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoi	ng is true and correct.
Executed on,, 2018 in (city)	, (state)
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF	, 2018.
NOTARY PUBLIC	
My Commission Expires:	

EXCEPTIONS TO SPECIFICATIONS RFP #1525-P: PURCHASING CARD SERVICES

If there are exceptions or clarification(s) taken to the specifications of this proposal, use this sheet and list the item(s) to which you take exception. Any exception(s) shall be explained in full.
COMPANY NAME

REQUEST FOR PROPOSALS #1525-P: PURCHASING CARD SERVICES

1. PROJECT INTRODUCTION

Fayette County, Georgia ("County") is seeking proposals from firms interested in providing purchasing card services. Responders are encouraged to submit the most comprehensive proposal possible offering the highest quality of service and enhancement to improve current management of purchasing card transaction processing and automated management of the program. The County is interested in the various technological advances and innovations that could improve the County's purchasing card processing capabilities.

The County's needs are outlined in the following Request for Proposal ("RFP"). As used in this RFP document, the term "proposal" shall refer to the total package of price, service and other information requested by the County and submitted by a firm. As explained in this document, the award of the County's purchasing card services will be based on the proposal judged to be most favorable to the County's interests.

The County intends to establish and enter into a three-year contract with two subsequent one-year renewal periods. At such time as the contract should expire or be terminated, the firm will agree to maintain the terms for an additional ninety (90) days to provide a smooth transaction of purchasing card processing needs as the existing accounts are being closed.

2. SCOPE OF WORK

The County is soliciting proposals for a purchasing card relationship with a firm and will be contracting for the following general services.

The purchasing card services detailed in this section provide for these services to be performed for the County by a single firm on a contractual basis. This document is intended to convey the County's specific requirements, but it is not intended to provide total detail.

Required Purchasing Card Services

Cards provided must be accepted worldwide – Visa or MasterCard.

All fees related to transactions shall be charged to the vendors or merchants. Fayette County would pay no fees related to these costs.

Customer service is a priority of the County and will be considered when evaluating the proposals, along with automation, electronic, and reporting capabilities.

Fayette County would require that the website or program interface with the County's financial software system and Purchasing Card module as part of the Tyler Technologies' MUNIS system.

The successful offeror shall provide training to County personnel as required related to payment processing requirements, fraudulent charge, accessing reports and transaction data, equipment and/or other processes and procedures which may be required.

The successful offeror must be able to provide a twenty-four (24) hour, seven (7) days a week help desk for customer assistance to County staff.

The County pays no costs related to the management, processing, and automation of the County's purchasing card program. All costs will be paid by the vendors / merchants where the cards are used for purchases.

3. OFFEROR QUALIFICATIONS

Submission of a proposal is deemed to be acknowledgement that your firm agrees to all terms and conditions as listed in the RFP. If any firm should disagree with the terms and conditions set forth in this Request for Proposals, Fayette County reserves the right to consider their proposal non-responsive.

Offerors must be in compliance with all applicable laws, rules, regulations, and ordinances of Fayette County, the State of Georgia, and the United States of America.

4. PROPOSAL RESPONSE REQUIREMENTS

Proposals are to include the following, preferably in the order shown:

a) Cover Page:

• Include the Request for Proposals Number (#1525-P) and Title (Purchasing Card Services).

b) Table of Contents

c) Required Documents:

Provide as specified on the "Checklist of Required Documents".

d) Project Understanding, Approach and Automation:

Briefly state your firm's understanding of the objectives. Describe the purchasing card services you propose, including your approach to providing those services.

Describe the process by which the County would make payment for charges on the Purchasing Cards. Is it via wire transfer? Do County Finance staff members, approved as Program Administrators, have the option available to contact your firm's Customer Service department via telephone to make changes to accounts? Is this available 24 hours a day, 7 days a week?

Discuss your firm's fraud protection services. Describe the process that the firm would use to capture fraudulent charges and contact County staff to verify or deny these potentially fraudulent charges. What is your dispute process as related to wrongful charges or fraudulent charges?

Describe the conversion process, training and associated implementation should you be awarded the contract. Is training online? Is it face-to-face? Will assistance be available after implementation?

Does your firm provide electronic capabilities to submit receipts and report transaction support via an online website? Describe the interface or website that County Finance staff would use to submit receipts, receive support, adjust account limits, or review activity on individual purchasing cards.

Describe any other optional services or benefits that you would propose to include in the agreement for purchasing card services.

Identify services beyond those stated above that would provide improved efficiency or beneficial enhancements to the County. Please include a description and itemize these services.

Discuss any special conditions, other fees, other services, or deviations from the proposal specifications.

Discuss your proposed method for determining rates or service charges to the County's vendors / merchants. The County will pay no fees. In your response, include your proposal for effecting any fee or rate changes for contracted services over the life of the contract, including the initial term and renewal terms.

Explain any special conditions, fees, or other services.

e) Ability to Automate the County's purchasing card needs:

Provide specifications for automated service hardware and software capability proposed (e.g. wire transfers, ACH debit/credit, internet, web-based payments, documentation submittal, etc.).

Does your firm provide electronic reporting capabilities to access account information via the internet? Describe the capabilities in detail, as well as data and formats available through your firm's website.

- a. Ability to retrieve and download current and prior period statements.
- b. Ability to download information into Excel format.
- c. Ability to electronically submit receipts and transaction logs.
- d. Ability to retrieve report data by Merchant ID location and purchasing card number.
- e. Ability to produce reports by total purchases, total transaction count, and average transaction size, all by card number, etc.

Explain your automated capability for services such as limit changes, payment processing, and integration with the County's financial software system – Tyler Technologies MUNIS.

Describe the interface that County Finance staff would use to adjust account limits or review activity on the individual purchasing cards and the reporting capabilities.

f) Company's Background & Experience:

Give a brief overview and history of your firm. Indicate the contractual entity which will be responsible for the performance of all aspects of this contract. Provide name of firm, local address, local contact person, email address, and telephone number on the Company Information form to be included with other required documents above.

Indicate the name, title and phone number of the senior staff person who will be the County's primary contact for general purchasing services, online services and the primary technology contact. It is the County's desire to have one contact person who will deal with other representatives at the firm to resolve any questions or concerns.

Provide a summary and/or organization chart showing principal staff members who would be servicing the County's account.

g) Financial strength and long-term viability:

Submit balance sheets and income statements for the past two fiscal years (must include an unqualified opinion from a certified public accountant and appropriate notes to the financial statements).

5. EVALUATION CRITERIA

The Fayette County Purchasing Department is the facilitator for issuing the RFP and all communications during procurement shall be through the Purchasing Department.

An Evaluation Committee will review, evaluate, and rank proposals based on technical merit, using the criteria factors listed below. The information requested in the "Proposal Response Requirements" section of this RFP will guide the scoring. These items are not exhaustive, however, and other types of information may be considered when scoring each factor.

Criteria	Max. Points
Project Understanding and Approach	40
Ability to Automate the County's purchasing card needs	30
Company's background & experience	15
Financial strength and long-term viability	15

6. INTERVIEWS

Fayette County may, at its discretion, identify a "short list" and conduct interviews with two or more firms, unless it is determined to be unnecessary because proposals contain sufficient information for evaluation. The purpose of the interviews would be to help distinguish differences between the highest-rated proposals by meeting the firm team and hearing their approach, and allowing the Evaluation Team to ask questions. In the event that interviews are conducted, each interviewee will be scored up to 30 additional points. The points will be added to their evaluation score.

RFP #1525-P: PURCHASING CARD SERVICES REFERENCES

REFERENCE ONE

Government/Company Name	
City	
	Contract Period
Scope of Work	
Email Address (if known)	
REFERENCE TWO	
Government/Company Name	
City	
Contact Person and Title	
	Contract Period
REFERENCE THREE	
	Contract Period
Linan Address (ii Kilowii)	

COMPANY NAME

RFP #1525-P: PURCHASING CARD SERVICES

COMPANY INFORMATION

Company
Physical Address of Business
Mailing Address (If Different)
Authorized Representative(Print or Type)
Authorized Representative(Signature)
Title
Email Address:
Company Telephone Number: Fax Number:

Service Contact Name & Title:
Email Address:
Office Number: Cellular Number: