

October 25, 2007

**BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA**

**ADDENDUM #3
RFP #08-002-RGH**

PROCUREMENT CARD SERVICES

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted on the Addendum.

Polk County Board of County Commissioners may require that cards issued under this contract require re-issuance every 12-months.

Rhonda Hamrick
Rhonda Hamrick
Purchasing Supervisor
Purchasing Division

**This Addendum sheet must be signed and returned to the
Purchasing Division at
863-534-0055.
This is the only acknowledgment required.**

Signature: _____
Printed Name: _____
Title: _____
Company: _____

October 19, 2007

ATTACHMENT A

**BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA**

**ADDENDUM #2
RFP #08-002-RGH**

PROCUREMENT CARD SERVICES

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted on the Addendum.

The version of "Works" proposed must be the latest version available and must be guaranteed to be supported for the entire length of the contract.

A sample of the file export from the version of "Works" proposed, in excel spreadsheet format, must be included in all responses. An electronic version of this file may be requested after proposals are received.

Rhonda Hamrick

Rhonda Hamrick
Purchasing Supervisor
Purchasing Division

**This Addendum sheet must be signed and returned to the
Purchasing Division at
863-534-0055.**

This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

October 15, 2007

ATTACHMENT A

**BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA**

**ADDENDUM #1
RFP #08-002-RGH**

PROCUREMENT CARD SERVICES

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted on the Addendum.

The receiving date for this proposal is Wednesday, November 7, 2007, prior to 2:00 pm.

Questions and answers for clarification attached.

Rhonda Hamrick

Rhonda Hamrick
Purchasing Supervisor
Purchasing Division

**This Addendum sheet must be signed and returned to the
Purchasing Division at
863-534-0055.**

This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

ATTACHMENT A

Q1: Does the County presently have a PCard program in place?

A1: Yes

Q2: What is the approximate number of cards?

A2: 760

Q3: Do other counties participate in the program currently?

A3: Currently we are piggybacking off of the State of Florida contract.

Q4: On page 6, you refer to a proposer being required to transmit EDI files, and on page 10 you require that a provider offer Works™. Can you explain why you require both? In other words, it would seem that Polk County would use either Works™ or EDI, or another card management tool offered.

A4: We are requiring Works™ as the card management tool for any proposal due to the interface we currently use for our financial accounting system. Proposals submitted without the ability to use Works™ will be considered non-responsive.

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Purchasing Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: 08-002-RGH, Procurement Card Services

Description: Provide Procurement Card Services to be used by the Polk County Board of County Commissioners, Polk County Constitutional Officers, as well as participating entities of the Mid-Florida Chapter of the National Institute of Governmental Purchasing (NIGP)

Receiving Period: Prior to 2:00p.m., Wednesday, November 7, 2008.

Bid Opening: 2:00p.m., Wednesday, November 7, 2008.

This form is for bid registration only. Please scroll down for additional information.

Special Instructions: N/A

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-0055**

Carefully complete this form and mail or fax it to the Purchasing Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

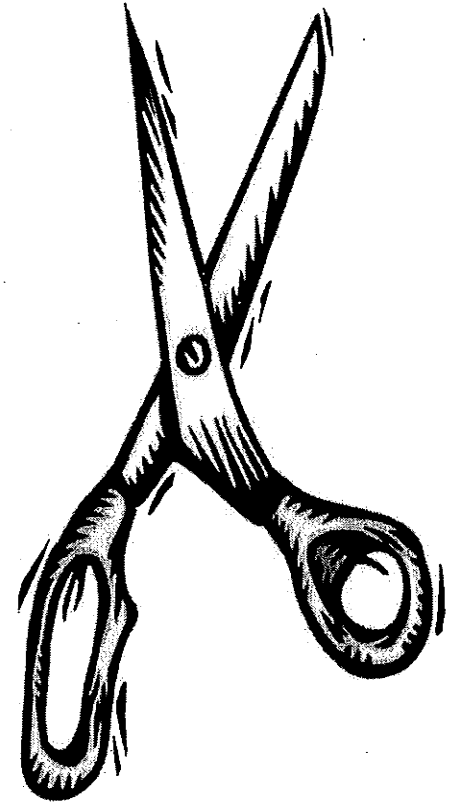
City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-mail: _____

ATTACHMENT A

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	<u>08-002-RGH</u>
RFP TITLE:	<u>Procurement Card Services</u>
DUE DATE/TIME:	<u>Wednesday, November 7, 2008</u>
	<u>prior to 2:00 pm</u>
SUBMITTED BY:	_____
DELIVER TO: PURCHASING DIVISION 2470 Clower Lane Bartow, Florida 33830	



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Purchasing Division
W.A. "Buddy" Storey
Purchasing Director**

**REQUEST FOR PROPOSAL 08-002-RGH
PROCUREMENT CARD SERVICES**

Sealed proposals will be received in the Purchasing Division, **November 7, 2008 prior to 2:00p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

Questions regarding this proposal must be in writing and must be sent to Buddy Storey, Purchasing Director, email: buddystorey@polk-county.net; fax (863) 534-0055. All questions must be received by October 29, 2007.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, any employee of Polk County other than the Purchasing Director or as directed in the cover page of the Request for Proposal. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

**Purchasing Division
2470 Clower Lane
Bartow, Florida 33830**

STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to the address above with the proposal number and title clearly marked on the front of the envelope.

- Insufficient time to respond
- Schedule would not permit us to perform
- Specifications unclear
- Unable to meet specifications
- Do not offer this product
- Other (please specify below)

Company Name: _____

Date: _____ Telephone Number: _____

Signature: _____

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified providers for Procurement Card Services. Upon final review and evaluation of proposals, a cooperative contract will be negotiated for Procurement Card Services to be used by the Polk County Board of County Commissioners (BOCC), Polk County Constitutional Officers, as well as participating entities of the Mid-Florida Chapter of the National Institute of Governmental Purchasing (NIGP). The Polk County Board of County Commissioners shall be the lead agency for the contract promulgated from this RFP. Contract may include, but not be limited to, the following public entities:

- Polk County Board of County Commissioners
- Polk County Supervisor of Elections
- Polk County Public Defender
- Polk County Clerk of Courts
- Polk County Court Administration
- City of Lakeland
- Lakeland Area Mass Transit

The estimated combined annual volume for the entities listed above is over \$22,000,000.00.

The Mid-Florida Chapter of NIGP is a group of local governmental purchasing entities which meet monthly to foster and promote advancement in the public procurement profession through education, professional certification, study, discussion and networking and to develop and promote simplified standards and specifications for governmental buying and cooperative purchasing.

The Polk County Purchasing Division of the Polk County Board of County Commissioners is at all times custodian of this RFP and its subsequent contract. Each user entity will be responsible for obtaining their respective entity's approval for this contract and control of their own purchasing card program under the terms and conditions of this RFP and subsequent contract.

During the term of this contract additional entities of the Mid-Florida Chapter of NIGP may, upon agreement with the successful vendor, be added to the list of participating entities. However, no entity of the Mid-Florida Chapter of NIGP is under obligation to participate in this cooperative contract.

SCOPE OF SERVICES

The agencies listed above intend to obtain the ability to make purchases through the use of a Procurement Card.

This Request for Proposal (RFP) contains information and instructions to enable interested providers to prepare and submit proposals and supporting material. To be considered responsive, a proposer must submit a complete proposal that satisfies all requirements as stated in this RFP. This RFP outlines requirements of the Polk County BOCC Procurement Card Service Program, evaluation criteria, and provider's responsibilities. It also describes the major terms and conditions the contractor will be required to accept as part of a performance contract.

ATTACHMENT A

The goals of this contract are to provide an improved procurement process while accomplishing the following goals:

- Provide at no cost to the County or other participating entities (for annual aggregate volume of \$10 million or above) a full-service Purchasing Card Program
- Provide potential shared savings opportunities to the County
- Reduce overall costs of purchase transactions
- Simplify the process for small dollar volume purchase requirements
- Improve management reporting
- Provide potential for enhanced discount structure with suppliers
- Improve service to the eligible users and vendor community

The County's expectations for the successful proposer are:

- To provide a smooth transition between the current and new provider, with minimal impact on cardholders and program administrators.
- To dedicate state-of-the-art electronic management/reporting tools
- To work with the County and participating entities to develop an understanding of the needs, processes and policies.
- To commit to increase usage of the cards and identify areas for greater efficiency through an annual assessment.
- To commit knowledgeable, experienced, responsive staff responsible for customer service and program management.
- To provide training/conference opportunities for participating entities program administrators and users.
- To assign key staff proximate to the participating entities.
- To provide toll free phone numbers for all communications related to the contract.
- To work with the participating entities vendors to set-up electronic payment through ghost or cardless accounts, as requested.

It is the County's objective to contract at no cost to the County or other participating entities. Therefore the proposer must clearly list any and all costs that may be incurred with the proposer's purchasing card program.

The County does not guarantee any amount of purchases by Procurement Cards as a result of this request for proposal or guarantee a minimum number of cards requested for issuance to employees.

DEFINITIONS

County: shall mean Polk County Board of County Commissioners.

Eligible entity: shall mean all agencies within the Mid-Florida Chapter of NIGP, which may desire to purchase under the terms and conditions of the contract. Participating entity: shall mean an eligible entity choosing to participate in the Procurement Card Program.

Provider: shall mean the successful Purchasing Card Provider as selected by this RFP and its subsequent contract.

AGREEMENT

The term of this agreement will be for five (5) years. The County shall have the option of extending the agreement for five (5) additional one (1) year terms, as approved by the County, at the same terms and conditions by giving the provider written notice not less than thirty (30) days prior to the expiration of the initial term.

CONTRACT ADMINISTRATION

The contract resulting from this solicitation will become a public document. The Polk County Board of County Commissioners will be using the Mid-Florida Chapter of NIGP's internet web page to distribute contract and product information to users of this contract. Contract information includes certification, special conditions, and revisions. Product information includes specifications, pricing, ordering information, and revisions.

STATEMENT OF NEEDS FOR PROCUREMENT CARD SERVICE PROGRAM

The procurement card service program shall permit designated employees in each participating entity to make purchases for equipment, material, supplies and services; shall allow each participating entity to establish individual card limits; and shall include controls which shall allow oversight of procurement card use including, but not limited to, initial approval, final approval and revocation of authority for all or individual card accounts by each participating entity. Employees designated as cardholders by each participating entity shall be trained in all aspects of procurement card use and in responsibilities of the participating entity and the provider under the program. Such parameters shall be further defined and mutually agreed to by the Polk County BoCC Purchasing Division and the provider in the contract.

Proposals shall address Electronic Data Interchange (EDI) and communication with respect to transfer between the provider and the County. The County intends to use the most appropriate standards issued by the American National Standards Institute X.12 for EDI. The proposer shall address its capability to provide EDI files containing daily credit card billing information (e.g. ANSI X.12 Transaction 810-Invoice), other management reporting data (e.g. ANSI X.12 Transaction 996-File Transfer), Cardholder eligibility/profile setup and acceptance of electronic payment and remittance (e.g. ANSI X.12 Transaction 820-Payment and Remittance) in accordance with the most appropriate EDI standards (Version 003030 or greater) issued by ANSI X.12.

REQUIREMENTS

In general, the Proposers' P-Card program shall:

- Be widely accepted by vendors.
- Not sell, rent, or otherwise distribute cardholder information or spend data without the express written consent of the Program Administrator.
- Describe how each stated task would be accomplished or how each stated capability would be met.
- Not use the name of Polk County Board of County Commissioners or any other participating entity for promotional material nor reference any endorsement without written consent of the Program Administrator of that participating entity.

ATTACHMENT A

Essential characteristics of a successful P-Card program include, but are not limited to, the following:

- The ability to actively manage and control employees' use of P-cards.
- Broad-based vendor acceptance of the P-card program.
- Effective and efficient reconciliation of P-card transactions to the general ledger.
- Cost-savings as measured in the reduction of resources allocated to processing requisitions, purchase orders, and invoices, as compared to the loss of administering the P-Card program.
- Ability to interface electronic data with the participating entities accounting system on a user-defined schedule.

The card issuer must be able to provide the following reports:

- Monthly activity reports down to the cardholder level, card inventory report, and declined activity report.
- Monthly activity reports by merchant category and individual merchant category.
- Annual 1099 Reporting.

The program must allow for the following card controls and usage restriction at the department level.

- Cardholder level restrictions
- Department level restrictions
- Corporate level restrictions
- Merchant Category Code/Standard Industry Classification (MCC/SIC) restrictions
- Cash advance and ATM restrictions
- Single transaction dollar limits and monthly limits per period
- Transaction method (over the counter vs. telephone orders)
- Card Tax Exempt Status

At no time shall cash, cash advances or ATM usage be allowed under the scope of this contract.

The program must allow for the storage of account number information from each cost activity.

The provider shall provide a card format distinctive to Polk County and other participating entities with the following minimum elements:

- The participating entity name and emblem on the face (i.e. POLK COUNTY BOARD OF COUNTY COMMISSIONERS).
- The phrase, FOR OFFICIAL USE ONLY on the face.
- The phrase, "SALES TAX EXEMPTION NUMBER" followed by the participating entities exemption number.
- The provider's 24 hour toll free help line telephone number shall be printed on the back.
- There shall be no reference to Automatic Teller Machines (ATM's), or other advertising.
- Layout and artwork shall be subject to approval of the participating entity before distribution begins.
- A color photographic image of the cardholder, measuring approximately 1.125" x .875", is being considered. The County has not yet decided to require the photographic image be placed on the front of each card and will base its decision in part upon the costs involved.

ATTACHMENT A

Each proposal submitted in response to this RFP must disclose on the fee sheet the per card charge, if any, for placing the color photographic image of the cardholder on the face of the card if any such fee is expected to be charged. The participating entity will be responsible for providing to the contractor a digitized electronic photographic image of each person who will be issued a card at no cost to the vendor. Each participating entity will decide whether or not to use this option.

Without cost to the County, provide a color example of the procurement card for the County and participating entities as your institution envisions it.

ADDITIONAL CARDS

Requests for additional cards must be fulfilled within ten-business days after receipt of a properly authorized request.

REPLACEMENT CARDS

The provider must be able to fulfill an emergency card replacement request within 48-hours of notification of a lost or stolen card. Neither the County, nor other participating entities nor the cardholder will be liable for any charges resulting from unauthorized use after notification of loss, theft, or cancellation.

MISUSE AND LIABILITY

The respective participating entity shall be liable for the use of the procurement cards by its authorized cardholders provided that the use is within the single per transaction dollar limits and any other limits imposed and provided the cardholders are acting within the scope of their employment. The cardholder or participating entities Program Administrator shall immediately report lost or stolen cards to the successful Proposer. Lost or stolen cards shall be cancelled immediately by the Proposer after notification.

Neither the County nor any participating entity shall have any liability for lost or stolen procurement cards or fraudulent use of any procurement card and shall establish by mutual agreement in the contract with the procurement card service provider's procedures for notice of loss and theft of the procurement card. The proposer shall identify in its proposal appropriate controls for implementation to identify fraudulent use of any procurement card and appropriate responses by the parties upon identification of such fraudulent use.

Each participating entity shall implement procedures that address misuse of P-cards by their employees.

Furthermore, the County and participating entities shall be entitled to and the Vendor shall adhere to and provide all protections offered with respect to, but not limited to, extensions of credit, credit card issuance, credit card transactions, interest, payments and settlements, as established by Federal or State law, regulation or rule, State of Florida procedure or executive order.

Notwithstanding the above, the procurement card service provider must identify and hold harmless the County and participating entities, their officers and employees from any and all claims, suits, actions, liabilities and costs of any kind (including attorney's fees), for

ATTACHMENT A

personal injury (including death) or damage to real property or tangible personal property arising from the acts or omission of the procurement card service provider, its agents, officers, employees, partners, or subcontractors, without limitations.

DISPUTED ITEMS

Disputed items arise as a result of errors in addition, altered amounts, incorrect account number, credit posted as debit, debit posted as credit, incorrect transaction amount, multiple processing, missing signature on over the counter orders, or missing card imprint on over the counter orders. Disputed items will not result in an account being in default.

The Program Administrator for the participating entity shall determine who receives cards. The successful proposer shall not issue any cards without the approval of the Program Administrator.

Each card will be assigned specific preset purchase limits. Limits shall be based on single transaction, monthly transactions, Merchant Category Codes or other designated criteria. This limitation may be changed periodically and will become valid after proper notice to the provider. The denial at the point of sale will occur on transactions that exceed any of the stated limits.

The provider must have capability for daily online access to card activity, card maintenance, and card issuance as well as online and downloadable End of Bill Cycle Reports on transactions.

ENTITY ENROLLMENT

Participating entities shall be added to the procurement card service program by written request and upon approval by the Polk County Purchasing Division. This request shall be in writing and will list the participating entity name, address and shall identify the authorized participating entity representative and such individual's telephone number. Procedures relative to provider establishing each participating entity's account shall be presented in the proposer's proposal and further agreed upon by the parties in the contract. Proposers, however, should specify processing time necessary to issue procurement cards. Shall the need arise, the Polk County Purchasing Division, and the provider, upon mutual agreement, may vary the enrollment procedure for eligible entities.

SHARED SAVINGS STABILITY

Shared savings will be fixed under the term of the contract and any renewals, unless more favorable terms are offered and accepted by the County. If for any reason, during the term of the contract, the provider increases the shared savings for similar services or products to a similarly situated entity with similar or smaller contract volume, the County shall receive an equivalent increase in shared savings delivered to the County.

ISSUANCE

Each participating entity will administer the procurement function, and will determine to whom the cards should be issued within the limits of this RFP. The procurement card service program shall be available for use by individual government employees. The methods of authorization for issuance of individual cards shall be defined by proposers. Issuance of the card to any employee shall have the prior written approval of the participating entity.

ELECTRONIC CARD MANAGEMENT SYSTEM

Due to the widespread use of the Works program as a card management tool for the participating entities, only providers offering Works as the card management and reporting tool will be considered.

TRAINING

The successful proposer shall provide training for all participating entities at no cost. Training shall be provided on a "train the trainer" basis for each participating entity associated with the procurement card service program. The provider shall develop and implement a "Polk County BoCC" specific training program covering initial and follow-up training. On-site training must be available at the location designated by each participating agency. Every attempt will be made to consolidate training sessions as applicable.

For purposes of this Request for Proposal, the proposer shall provide details and confirm that the training program to be provided will accomplish the following goals:

- Understand overall nature of the procurement card service program and its benefits.
- Assist participating entities in developing individual spending limitations and other program restrictions and controls.
- Understand participating entities' financial responsibilities and billing and payment procedures.
- Assist participating entities in developing periodic internal reports.
- The provider shall develop an electronic format training CD, or other electronic format, for ongoing internal use by participating entities during full scale implementation. The proposer shall also address other remote training options in its Proposal with reference to training.

REFERENCES

Each proposer must submit documentation indicating experience in providing a similar service to five (5) current or former firms or government agencies and to demonstrate the ability to handle a contract of this complexity, which shall include the following information:

- Number of customers
- Name of Government Entity/company serviced
- Contract start/completion dates
- Name, title, telephone number(s), and email address(es) of contact person

If the proposer is currently furnishing this service to a government entity, one or more of the references shall include the government entity. In addition, if vendor is, or has provided financial services to the State of Florida, proposer shall provide information on such services.

PROPOSAL FORMAT INSTRUCTION

Each proposal must incorporate a Table of Contents. Each proposal must have major sections of the proposal identified with index tabs to identify the major sections of the proposal as they are named in the Table of Contents. Emphasis in each proposal must be on completeness and clarity of content. It is through this Table of Contents that the evaluation committee will evaluate conformance to uniform proposal content and format. Each proposal shall be a maximum of 30 pages and shall be no smaller than 12pt. Font.

SUBMITTAL

Each proposal shall contain:

- Name, company name, address, telephone number, fax number.
- Firm's experience and organization — listing in-house, full service capabilities.
- Resumes (not to exceed one (1) page) of all individuals to be assigned to this project.
- List a maximum of five (5) recent projects, preferably during the past three (3) years to indicate proficiency in similar work. The list of references, corresponding to the projects, shall include current contact person and telephone number.
- Sample of proposed card
- Outline of training program
- Summary of current workload
- Approach to project and workplan
- Answers to questions in Attachment "A"
- Completed Fee Sheet, Attachment "B"

EVALUATION OF PROPOSALS

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements may not be included for evaluation for possible short-listing.

The specific criteria established for this Request for Proposal is as follows:

- **COMPETENCE.** Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes (not to exceed one (1) page) of all individuals to be assigned to this project.
- **CURRENT WORKLOAD.** Provide the number and size of Purchasing Cards currently being used. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.
- **PAST PERFORMANCE.** Provide a list of a minimum of five (5) completed programs that are similar in nature and scope to the program under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought.

ATTACHMENT A

- **ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE P-CARD REQUIREMENTS.** Describe the respondent's understanding of the requirements of this RFP, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.
- **ANSWERS TO QUESTIONS CONTAINED WITHIN ATTACHMENT "A" OF THIS RFP.** Each respondent shall answer each question completely.
- **QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION.** Describe the respondent's overall willingness to meet both time and budget requirements for the P-Card.
- **PROPOSED COST SAVINGS (REBATE).** Describe rebate offered for each of the tiers listed on the enclosed Attachment "B", Fee Sheet.

Using the above criteria, the Selection Committee will perform a written evaluation and will either select a provider or elevate provider for further consideration. The specific number of providers to be elevated will be determined at the first meeting of the selection committee.

The County reserves the following rights:

- Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee)
- Request that proposer(s) modify their proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require. (Selection Committee)
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee)
- Process the selection of the successful proposer without further discussion. (Selection Committee)
- Accept or reject qualifications or proposals in part or in whole. (Selection Committee)
- Request additional qualification information. (Selection Committee)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division)
- Obtain information for use in evaluating submittals from any source. (Contract Manager)
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Polk County to do so. (Purchasing Director).
- The County shall be the sole judge of proposers' qualifications. (Selection Committee, Purchasing Director, or Board of County Commissioners as may be applicable)

PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. An authorized representative shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in a proposal being considered non-responsive", and therefore, rejected.

Each proposal should include an Executive Summary of not more than one (1) page that highlights each of the key areas of the proposal and that summarizes the proposer's case as to why such bank should be selected as the County's bank. Each proposal should include suggested enhancements.

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and eight (8) copies (maximum 30 pages, 12 pt font) marked **COPY** of their proposal in a sealed envelope to the Purchasing Division. The envelope should be labeled "RFP #08-002-RGH — Procurement Card Services". Proposals may be mailed or delivered to:

**Polk County Purchasing Division
2470 Clower Lane
Bartow, FL 33830**

The submittal shall be received by the County only at the above address prior to 2:00 **p.m., Wednesday, November 7, 2008.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Purchasing Director or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS**CONTACT**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners or any employee of Polk County other than the Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on all policies related to the project; excluding workers' compensation and professional liability. The policies shall contain a waiver of subrogation as against Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. The County requires 30 days written notice of cancellation and 10 days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors;

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, including attorney's fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.01 7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted

ATTACHMENT A

in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The County may mail written addenda before the date fixed for receiving the proposals. Proposers shall contact the Purchasing Division to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding. All inquiries shall be in writing and addressed to the Contract Manager, Purchasing Division, 2470 Clower Lane, Bartow, FL., 33830.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to

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the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

Attachment "A"

1) General Questions

- a) Proposers shall describe the method by which cards are issued and the time frame from the receipt of a card request to the issuance of a new card, and describe the method of receiving card requests and the method of delivering cards. What is the turnaround time for replacing a lost or stolen card?
- b) Can sales tax be blocked from charging to the card within and outside of Florida?
- c) Discuss settlement terms:
 - i) How quickly after a transaction has been conducted is information available?
 - ii) What billing cycles are available?
 - iii) How will we receive billing statements?
 - iv) Procedure for resolution of billing discrepancies?
 - v) What are payment terms from statement date?
 - vi) How will we receive electronic information?
 - vii) What options are available for making payment (i.e., check, ACH, other)?
- d) Describe the merchant support function. Is a third party alliance established? If so, describe the nature of the alliance.
- e) Describe the card controls and usage restrictions supported by the issuer's program.
 - i) Company level restrictions
 - ii) Cardholder level restrictions
 - iii) Department level restrictions
 - iv) Merchant Category Code / Standard Industry Classification (MCC/SIC) restrictions
 - v) Dollar limits / transaction limits
 - vi) Transaction method (over the counter **vs.** telephone orders)
- f) Describe the average time it takes to perform function and how the function is handled (phone, change form faxed or mailed, email) for the following. Response time as well as the ability to be *decentralized* on certain items listed below will be critical to the evaluation process:
 - i) Applying for a new card
 - ii) Modifying a cardholder's profile (must be within minutes)
 - iii) Renewal of card
 - iv) How to obtain replacement of cards (including emergency situations)
 - v) Minimum and maximum time to process normal replacement cards
 - vi) Minimum and maximum time to receive emergency replacement cards
 - vii) Procedure and conditions for canceling a card
 - viii) Removal of invalid cards
 - ix) Procedure for reporting lost or stolen cards

ATTACHMENT A

g) Describe your customer service capabilities for the following:

- i) Hours of coverage
- ii) Toll-free number access
- iii) Dedicated representative for our account
- iv) Cardholder account management
- v) Cardholder complaints
- vi) Quality measures for response time

2) CARD MISUSE AND LIABILITY

- a) Specifically, what is participating entities liability if an employee unknowingly or knowingly misuses their P-card? What is participating entities liability for stolen or lost P-cards, and stolen or lost P-cards that are used illegally?

3) CARD ACCEPTANCE

- a) Specifically, Proposers shall describe their P-card's general acceptance in the State of Florida.
- b) Successful Proposer shall have an established program to recruit new businesses when notified by participating entities that a vendor did not accept the P-card. Please describe this program, its methods, and level of success.

4) DISASTER RECOVERY

- a) Do you have a disaster recovery plan? If so, provide a description of the plan, including the time required to become fully operational after a disaster.

5) FRAUD

- a) Does your program screen transaction activity for fraud patterns? If yes, explain. If no, is this capability planned for future implementation and if yes, when? Provide statistics on fraud associated with your card program. What is your procedure for contacting the participating entity?
- b) What are the liabilities of the company and employees in the event of fraud, abuse or loss of a card? Does the issuer provide fraud insurance? If so, what are the stipulations and fees associated with the insurance?

6) REPORTS

- a) What reports are available regarding sales and use taxes?
- b) For transactions that are reported without separate sales tax, 1099 status or minority-owned business status detail, how do you suggest we meet our tracking and reporting needs for such information?

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- c) What reports are available through reporting packages? Provide samples of available reports.
- d) How frequently can reports be generated?
- e) Can reports be generated for various levels of our organizational structure? List options for report distribution to managers, functional staff personnel and cardholders.
- f) Can reports be generated for various time frames or accounting periods?
- g) Is historical information available? If so, how far back is the information available?
- h) What are the inquiry reporting capabilities of your reporting package?
- i) Can you produce customized reports and statements?

7) DISPUTE RESOLUTION

- a) Define the dispute resolution process including time frame and responsibilities the parties involved.
- b) Are disputed items removed from the invoice while under consideration?
- c) Describe the responsibilities of customer service personnel, including the chain of command for problem resolution:
- d) How are inquiries requiring research handled?
- e) Are there established turn-around times for responses? If so, specify. Provide experience on meeting response times.

Attachment "B"
Fee Sheet
 (Please list as basis points)
ALL FEES MUST BE DETAILED HERE OR ON SEPARATE SUBMITTAL IN ORDER TO BE CONSIDERED

Purchase Card Annual Volume Tiers Excludes Large Ticket	Cycle Grace	30 3	30 7	30 14
\$1,000,000 - \$1,999,999				
\$2,000,000 - \$2,999,999				
\$3,000,000 - \$4,999,999				
\$5,000,000 - \$9,999,999				
\$10,000,000 - \$14,999,999				
\$15,000,000 - \$19,999,999				
\$20,000,000 - \$49,999,999				
\$50,000,000 - \$74,999,999				
\$75,000,000 - \$99,999,999				
\$100,000,000 or over				

Qualified Large Ticket Transactions	Cycle Grace	30 3	30 7	30 14
\$1,000,000 - \$1,999,999				

Cost per card to print picture of cardholder on front of card: _____ per card

Is Works used as the proposers card management/reporting tool? Yes _____ No _____