



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE DEPARTMENT**

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL
RFP #20-0052
PURCHASING CARD PROGRAM**

September 9, 2020

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide a Purchasing Card Program. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, October 13, 2020.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder’s response

Sincerely,

**Josh Lauber
Senior Buyer**

JL/ch

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Proposal Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County currently has approximately 403 purchasing cards. In 2019, Sedgwick County spent \$2.6 million using purchasing cards. Purchasing cards are utilized for travel and routine, smaller purchases. Sedgwick County's Purchasing Card Program is currently a Corporate Liability program. Individuals will not be making payments against incurred expenses but the county will complete payments and reconciliations.

Year	Total Spend	Number of Transactions	Average annual usage per card	Average transaction total
2016	\$2,184,955.34	15,257	\$4,629.14	\$143.21
2017	\$2,416,264.06	14,764	\$5,252.75	\$163.66
2018	\$2,528,462.20	17,245	\$5,746.51	\$146.62
2019	\$2,617,498.54	17,054	\$6087.21	\$153.48

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a Purchasing Card Program. The following objectives have been identified for this contract:

1. Acquire Purchasing Card Program Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire Purchasing Card Program Services with the most advantageous overall cost to the county.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Josh Lauber
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, October 13, 2020**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Sedgwick County currently has approximately 403 purchasing cards. In 2019, Sedgwick County spent \$2.6 million using purchasing cards. Purchasing cards are utilized for travel and routine, smaller purchases.

1. New, Changes and Termination of Cards

The contractor shall not issue any cards, make changes or terminate a card without the written approval of the County's designated contact.

2. Liability

The county will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen.

3. Card Format

All Sedgwick County cards must have the following card format:

- i. The phrase "For Official Use Only; Sales Tax Exempt under K.S.A. 79-3606."
- ii. The County's logo, which will be provided by the County. (choosing the design would be a plus)
- iii. A toll-free customer service number shall be printed on the back of the card.
- iv. There shall be no reference to ATMs on the card.

4. Card Controls and Restrictions

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

- i. Single transaction dollar limits - established per individual card, not to exceed the County's established individual cardholder maximum dollar limit.
- ii. Maximum dollar limitation per card - established per individual card.
- iii. Merchant Category Code blocking - restrictions on the types of vendors authorized to accept the card and the types of commodities that may be purchased.
- iv. Please describe how we can designate certain employees to make changes to all cards and accounts, make calls on behalf of certain cardholders, etc.
- v. Cash advances - complete prohibition of cash advances.
- vi. Additional controls - please describe any other additional controls that may be available.
- vii. Push Purchases; No charges will go through on CLOSED accounts.
- viii. Ability or option to not have card PIN numbers.
- ix. Ability of account auditors to set & reset passwords for county employees, change their address, department, etc.
- x. Ability by account administrators to approve/decline transactions in real time.
- xi. In the event of a confirmed reported fraud/stolen card – card merchant will automatically will send out new card (Don't have to manually create new card).

5. Questioned/Disputed Items and Charge-backs

The contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Please describe the process for disputed and chargeback items.

6. Statements

- i. Statements should be e-mailed directly to the cardholder for processing. It is also desirable for all cardholders to have online access to statements and activity.
- ii. Ability to choose statement closing date is desirable specifically due to, complications experienced during year end processes overseen by Division of Finance (county preference is the 25th of every month as a statement end date).

7. Reports

The contractor shall provide reports that show monthly detail by cardholder, by department and by the County as a whole. Reports shall also be capable of showing transactions by vendor, card declines, disputed charges, level III information, each card's last use date and card charges and declines in real time and, have our records available online to us for five (5) years or more.

8. Online Services

Please describe any online services that are available to manage the purchase card program. Including new card issuance, deletion, replacing, modifying, etc.

- i. online support availability is highly desirable.

9. International Transaction Fees

The County would like to be exempt from obtaining any Foreign Transaction Fees.

10. Rebates

Please describe any rebates that are available with the purchase card program.

11. Traveling/Car Rental Insurance

Please describe any traveler's or car rental insurance benefits that would accommodate our purchasing card program.

- i. A Traveling/Car Rental Insurance benefit is highly desirable.

12. Vendor Account Representation

- i. Vendor assigned contact (Customer Representative) for the county's account that will help with any/all issues in a timely manner.

13. Card Account Capabilities

- i. Ability and Administrative rights for cards to be put under different Sedgwick County departments.
- ii. Cards are sent out to end user on two (2) day delivery or less at no expense to the county is highly desirable.

VI. **Sedgwick County's Responsibilities**

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. **Proposal Terms**

A. **Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Josh Lauber at Josh.Lauber@sedgwick.gov by 5:00 pm CDT, Friday September 25, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CDT, Wednesday September 30, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. [Minimum Firm Qualifications](#)

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Proposers shall:

1. Have a minimum of 5 years’ experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C. [Evaluation Criteria](#)

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
a. Demonstrate clearly and completely ability to meeting all RFP requirements	10
b. References; Past Experience	10
c. Approach, methodology, and proposed schedule for solution	15
d. Ease of use of vendor online portal.	25
e. *Pricing or Rebate (if you have a cost component, put an asterisk * next to it to denote the notes below).	20
f. Demonstrates strong fraud prevention ability	20
Total Points	100

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- A. $\$38,000.00 \text{ divided by } \$50,000.00 = .76$ $.76 * 10$ 7.6 points
- B. $\$38,000.00 \text{ divided by } \$38,000.00 = 1.00$ $1.00 * 10$ 10 points
- C. $\$38,000.00 \text{ divided by } \$49,000.00 = .77$ $.77 * 10$ 7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	September 9, 2020
Questions and clarifications submitted in writing by 5:00 pm CDT	September 25, 2020
Addendum Issued by 5:00 pm CDT	September 30, 2020
Sealed Proposal due before 1:45 pm CDT	October 13, 2020
Evaluation Period	October 13, 2020 – December 10, 2020
Board of Bids and Contracts Recommendation	December 10, 2020
Board of County Commission Award	December 16, 2020

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of two (2) years with three (3) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Cyber and Privacy Liability:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Vendor shall provide and maintain the following insurance Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County or confidential information of in County's possession.	
Commercial Crime Liability:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Vendor, in an amount of not less than \$1,000,000 single limit.	

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. [Indemnification](#)

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. [Proposal Conditions](#)

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federally Funded Expenditures (if applicable)

<https://www.sedgwickcounty.org/media/57479/additional-representations-for-fema-funded-projects.pdf>
<https://www.sedgwickcounty.org/media/57478/fema-certifications-addendum-sedgwick-county.pdf>

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
6. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

**REQUEST FOR PROPOSAL
RFP #20-0052
PURCHASING CARD PROGRAM**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55) _____ Asian Pacific-Woman Owned (60)

____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70) _____ Native American-Woman Owned (75)

____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____