



## LEGAL ADVERTISEMENT & NOTICE

### REQUEST FOR PROPOSALS NO. 4306-212-16

### PURCHASING CARD SERVICES

### CITY OF FORT SMITH, ARKANSAS

The City of Fort Smith, Arkansas (“City”) is accepting Requests for Proposals from qualified financial services institutions (“Provider”) for the provision of purchasing card (credit card) services for the City of Fort Smith.

The purpose of this solicitation is to select a Provider that will assist the City in implementing and providing a Procurement/Purchasing Card Program (“P-Card”) that will allow authorized City personnel to purchase necessary items in a simple and timely manner while maintaining a high level of internal control. The program shall comply with all relevant federal, state and local regulations, and with City of Fort Smith Purchasing policies and procedures concerning such purchases. The goals of the program are to reduce the cost of processing small dollar purchases, receive faster delivery of required merchandise, and better control of the buying and payment process.

Sealed Requests for Proposals shall be received by the Purchasing Manager of the City of Fort Smith until 2:00 p.m., local time, April 21, 2016, at 623 Garrison Avenue, Suite 522 in Fort Smith, Arkansas.

All proposals shall be submitted in accordance with the Request for Proposals (“RFP”) which is available on the City’s website at [www.fortsmithar.gov/purchasing](http://www.fortsmithar.gov/purchasing) or may be obtained during normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) from:

**City of Fort Smith Purchasing Department**  
**Attn: Alie Bahsoon, Purchasing Manager**  
**623 Garrison Avenue, Room 522**  
**Fort Smith, AR 72901**  
**(479) 784-2268**  
**[purchasing@fortsmithar.gov](mailto:purchasing@fortsmithar.gov)**

*The City of Fort Smith, Arkansas is an Equal Opportunity/Affirmative Action Employer.*

**REQUEST FOR PROPOSALS NO. 4306-212-16**  
**PURCHASING CARD SERVICES**  
**CITY OF FORT SMITH, ARKANSAS**

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## **SECTION I - GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

The City of Fort Smith is seeking proposals for implementing a purchasing card program (P-Card). The objective of this RFP is to identify the financial institution (the Proposer) that will provide the highest quality services to the City. The benefits the City expects to receive from using the implementation of purchasing cards include efficient, cost-effective methods of purchasing goods and services, and the receipt of rebate revenues based on the purchasing volume. The target commencement date for the proposed services is May 30, 2016.

Interested respondents shall submit to the City a proposal which will address the various components as set forth in this RFP.

All proposals shall be submitted in accordance with the RFP which is available on the City's website at [www.fortsmithar.gov/purchasing](http://www.fortsmithar.gov/purchasing) or it may be obtained during normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) from the Purchasing Department at 623 Garrison Avenue, Suite 522, Fort Smith, Arkansas 72901.

### **B. BACKGROUND**

Fort Smith is located in western Arkansas on the border of Oklahoma and is the second largest city in the state. The City was incorporated in 1842 and is the county seat for Sebastian County. Fort Smith is 159 miles west of Little Rock and 145 miles southeast of Tulsa, Oklahoma. The City serves as the central focus for a six-county economic and trade region in the west central area of Arkansas and the east central area of Oklahoma. The City encompasses 68 square miles and has a population approximating 87,215.

Since 1967, the City has operated as a City Administrator form of government. The Mayor and the Board of Directors are elected to staggered, four-year terms. The seven member Board of Directors is charged with setting policy and enacting laws for the City. The City Administrator is appointed by the Board of Directors and serves as the chief executive officer for the City.

The City currently employs 997 full time employees that provide a full range of services including public safety, construction and maintenance of streets and other infrastructure, parks and recreational activities, water and sewer services, solid waste collection and disposal, public transportation, and administrative services.

The City's Finance Department provides financial services to City departments as well as contributing to the fiscal stability of the City. Among the responsibilities of the Finance Department is the processing of accounts payable and the payment of invoices. The Finance Department works collaboratively with City departments, other local agencies and the taxpayers of Fort Smith to provide high quality accounting, auditing, payroll and tax accounting services and financial information in a courteous, cooperative and cost effective manner.

The City is committed to professional, high performance standards. While the City currently works with various financial institutions to meet its banking and cash management needs, the City does not currently have a procurement card product or process. Throughout the proposal process, the City welcomes suggestions to improve the effectiveness, cost and efficiency of its processes, specifically purchasing, travel and accounts payable processes.

We anticipate the P-Card Program will be an important aspect of our procurement and accounts payable functions and the program will focus on streamlining processes that result in cost reduction and greater efficiencies as well as increasing customer satisfaction to our end-users.

With an annual payable spend of approximately \$76 Million, the City anticipates a dramatic reduction in the volume of checks issued to vendors each year. A Vendor List and annual spend report for 2015 and 2016 YTD is available upon request. A Provider may email [pcardrfp@fortsmithar.gov](mailto:pcardrfp@fortsmithar.gov) to request the reports.

**C. THE REQUEST FOR PROPOSALS PROCESS**

This RFP seeks the submission of proposals from any and all interested and qualified providers to provide the services described herein. The Finance Department seeks by way of this RFP to obtain the listed solution requirements in a manner that maximizes value to the City and, by extension, to the citizens of the City.

Proposers must be able to show that they are capable of providing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type.

**SECTION II - RFP PROCEDURE**

This section describes the tentative schedule of events and the general RFP procedure used by the Finance Department and the remaining sections of this RFP list detailed requirements.

**A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>TARGET DATE</b>
1. RFP Release Date	March 26, 2016
2. Deadline to Submit Written Questions	April 6, 2016
3. Mandatory Pre-Bid WebEx Online Meeting: Release of Responses to Written Questions	April 12, 2016 10:00 a.m. CST
4. Proposal Deadline – Proposals Must be Received by 2:00 p.m. CST on This Date	April 21, 2016
5. Evaluation Team Reviews	April 22 – 28, 2016
6. Interviews with Potential Providers	May 2 – 6, 2016
7. Selection & Recommendation to Board of Directors	May 17, 2016
8. Commencement of Services	May 30, 2016

**B. SUBMISSION OF PROPOSALS**

One (1) original and five (5) copies of the proposal must be received at the Purchasing Department no later than 2:00 p.m. CST on April 21, 2016 as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals will be date stamped upon receipt and should be in the format required in Section V (Proposal Submission Requirements) including a CD/flash-drive containing electronic files of proposal documents submitted. There will be no public opening of proposals. All proposals shall be firm offers and will so be considered by the City, although the City reserves the right to negotiate terms upon evaluation of the proposals. Proposals shall remain valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each provider certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the provider's capability of rendering the services to be provided. The failure of a provider to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation, as determined in the sole discretion of the City. The City reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a provider, if any.

Proposals received after 2:00 p.m. local time on April 21, 2016 will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the City, as determined in the sole discretion of the City.

All proposals must be delivered as required by Section V (Proposal Submission Requirements) to:

City of Fort Smith Purchasing Department  
Attn: Alie Bahsoon, Purchasing Manager  
623 Garrison Avenue, Suite 522  
Fort Smith, AR 72901

**C. CONFIDENTIALITY OF PROPOSALS AND PUBLIC RECORDS**

All data produced or compiled by the Proposer shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of City. All financial, statistical, personal, technical, and other data and information relating to the City's operations which is made available to Proposer in order to carry out this Agreement shall be presumed to be confidential. Proposer shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the City requires of its own personnel.

Submission of a response deems permission to make inquiries concerning the respondent and its officers and to any persons or firms deemed appropriate by the City. Any proprietary information that the proposer does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by the City solely for the purpose of evaluation and contract negotiations. The City

will use its best efforts to protect propriety information; however, a very liberal State of Arkansas FOI Law may inhibit the City's ultimate ability to protect such information.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City and/or its officers, agents, or employees that the City has violated a provider's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

#### D. INDEMNIFICATION

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Firm's performance under this Agreement, Respondent's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Firm and any breach of the terms of this Agreement; provided however, the Respondent shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Respondent can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Respondent's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Respondent; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the firm under this contract.

#### E. PROPOSAL EVALUATION

The RFPs submitted will not be publicly opened. The names of respondent firms will be posted on the City's website by the end of the business day, April 21, 2016.

##### 1. Evaluation Team

The six member Proposal Evaluation Team shall be comprised of five representatives of the City of Fort Smith (Fire (1), Finance (2)-one acting in an advisory capacity, ITS (1), and Purchasing (1)) and the sixth member is an outside business member. The Team shall determine which Proposers meet the minimum requirements pursuant to selection criteria of the RFP and procedures. The Team may negotiate with one or more Proposer during the same period and may, at its discretion, terminate negotiations with any or all Proposers. The Team shall make a recommendation regarding the award to the City Board of Directors who shall have final authority, subject to the provisions of this RFP, to award a contract to the successful Provider in the best interests of the City of Fort Smith. The Team

reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on this project before recommendation of award.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points (to be determined) for each Evaluation Item to each of the RFP proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the City to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with the greatest rebate.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Proposers during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Proposer and negotiate with more than one Proposer at the same time.

3. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

	<b>Criteria</b>	<b>Points TBD</b>
1	Proposer's corporate experience & qualifications relative to the requirements of this procurement	5
2	Experience & qualifications of the Proposer's proposed team members for this procurement	5
3	Proposer's communicated understanding of the requirements of this procurement	5
4	Proposer's previous successful experience in implementation and ongoing management of a P-Card solution	10
5	Proposer's ability to offer a solution compatible with an ERP accounting system	10
6	Proposer's communicated methodology and ability to offer a solution meeting the overall technical and functionality requirements identified in Section IV	10
7	Proposer's ability to meet the functionality requirements identified in Section IV.L	10
8	Proposer's implementation plan as identified in Section IV.J	5
9	Proposer's communicated methodology and ability to meet the overall management requirements identified in Section IV	5
10	Proposer's project plan, approach, and ability to meet milestones as identified in Section IV	5
11	Proposer's communicated methodology in addressing organizational change management	5
12	The extent to which proposer agrees to the City's required provisions without seeking exception	5
13	Proposer's Rebate Structure	10
14	Fee structure as identified in Section IV.M	10
	<b>Total</b>	<b>100</b>

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public (government sector) or private agencies to provide these services/solutions
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully managing other contracts with public or private agencies
5. Ability to meet any required timelines or other requirements
6. Claims and violations against the firm



7. Cost to the City for the primary services/solutions described in this RFP
8. Cooperative purchasing options (if any) and cost of possible additional services
9. References, particularly in the government sector
10. Compliance with City RFP and other requirements

The City may consider any other criteria it deems relevant, and the Evaluation Team is free to make any recommendations it deems to be in the best interest of the City. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the City may, in its sole discretion, correct errors or contact a provider for clarification.

Note that the City reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the City. The evaluation team will not access company websites or read sales brochures, marketing materials, or white papers in evaluating provider experience or proposed methodology unless doing so is in the City's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The City reserves the right to accept a proposal other than the one with the lowest costs and to negotiate with providers when the best interests of the City are served by doing so.

#### F. PROTEST PROCESS

If a provider desires to protest the selection decision, the proposer must submit by email a written protest within ten (10) business days prior to final approval by the Board of Directors and a notice to execute a final agreement with selected provider. The written protest should be submitted to Mr. Alie Bahsoon, Purchasing Manager, as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing. Protests must include the name and address of the proposer and the RFP number, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The City will respond to a protest within three (3) business days of receiving it, and the Finance Department, at its election, may set up a meeting with the protesting proposer to discuss the concerns raised by the protest. The decision of the City will be final. The protest letter must be sent by email to:

Mr. Alie Bahsoon, Purchasing Manager  
[abahsoon@fortsmithar.gov](mailto:abahsoon@fortsmithar.gov)

## **SECTION III – GENERAL TERMS AND CONDITIONS**

### **A. CONTRACT TERMS AND CONDITIONS**

- i. The term of the contract between the successful Proposer and the City shall be for three (3) years with two (2) extensions for a period of one (1) year for each extension. The City intends to rebid the P-Card services at the end of the 5<sup>th</sup> year.
- ii. The selected Proposer will be required to enter into a written agreement with the City of Fort Smith. The City reserves the right to incorporate standard contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the City and its legal staff.
- iii. The selected Proposer will be expected to enter negotiations with the City, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Proposer's response to this RFP will be incorporated as part of any formal contract.
- iv. The successful Proposer shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No Proposer is to begin any service prior to receipt of a Notice to Proceed signed by an authorized representative of the City. This Notice shall serve as the authorization to proceed in accordance with the RFP specifications and the special instructions.
- v. If the Proposer to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Proposer. Such Proposer shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

### **B. ADDITIONAL INSTRUCTIONS**

- i. Read all Instructions. Please read the entire RFP and all enclosures before preparing your proposal.
- ii. Proposal Costs: Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the City or otherwise reimbursed by the City.
- iii. The RFP and all materials submitted in response to this RFP will become the property of the City.
- iv. Questions and Response Process: Submit all questions relating to this RFP by email to [pcardrfp@fortsmithar.gov](mailto:pcardrfp@fortsmithar.gov).
- v. All questions must be received no later than 4:00 p.m. CST on Wednesday, April 6, 2016. All questions and answers will be addressed during the pre-bid WebEx online meeting on Tuesday April 12 at 10:00 a.m. CST and posted on the City's website at [www.fortsmithar.gov](http://www.fortsmithar.gov) after the meeting.
- vi. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the City's website for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide grounds for protest.

### C. ALTERATION OF TERMS AND CLARIFICATIONS

No alteration or variations to the terms of this RFP are valid unless made or confirmed in writing by the City. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the City.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the City of such error in writing and request modification or clarification of the document. If a proposer fails to notify the City of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Any modifications or clarifications to the RFP, prior to the proposal submission deadline, will be posted to the City's website as outlined in Section III.B.vi without divulging the source of the request for same. The City may, at its discretion, also give electronic notice(s) by email to all parties who have notified the City of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the City's website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Provider agrees by submitting a proposal that the responses to the RFP may be included as an exhibit to the contract, are within the scope of the contract, and are the responsibility of the provider to adhere to.

## SECTION IV – SCOPE OF SOLUTION

The City is seeking proposals for implementing a (P-Card) program. The objective of this RFP is to identify the Proposers that will provide the highest quality services to the City. The benefits the City expects to receive from the implementation of purchasing cards include efficient, cost-effective methods of purchasing goods and services, and the receipt of rebate revenues based on the purchasing volume.

### A. Description of Purchasing Card (P-Card) Program

- i. Describe your company's P-Card services.
- ii. Describe your company's organizational structure and personnel dedicated to support your company's P-Card services.
- iii. Are there any limitations or restrictions for participating in your P-Card program?
- iv. How long has your company been offering P-Card services?
- v. Does your P-Card program include other services? Are they optional or required? What are the fees, if any, associated with such optional and/or required services?
- vi. Would the City need to enter into a long-term agreement with your company to participate in your P-Card services?
- vii. Would the City be able to terminate your P-Card service at any time? What are the program's termination terms?

B. Card Issuance

- i. Describe the process in which P-Cards are issued to cardholders.
- ii. Is there a fee for the initial issuance of or the replacement issuance of a P-Card?
- iii. Will the City employees/departments receiving P-Cards be required to submit to a credit check?
- iv. Will card user's credit information regarding the issuance of a P-Card under this service be reported to any credit reporting agency or reflected on any City employee's credit report?
- v. Is the card customizable with the City's logo and/or the employee photo?

C. Card Controls and Restrictions

- i. Describe the controls and features available within your P-Card services to reduce the risk of unauthorized transactions and fraud.
- ii. Can administrative changes be made through a web-based program management system, by electronic mail, or in writing?
- iii. Does your service provide the ability to de-activate and re-activate individual cards in real-time?
- iv. Does your service provide the ability to establish: purchase limit per individual card, restrictions to certain types of vendors/merchants and, restrictions to certain types of goods or services?
- v. Does your service provide the ability to restrict purchases on a card until authorization for a specific amount and purpose has been given by an approver?
- vi. Does your service provide the ability to obtain declining balance cards (pre-paid cards)?
- vii. Include information regarding any additional controls both at corporate and individual card level that are available as a part of your service. Please describe.
- viii. Describe how questionable or fraudulent charges are resolved by your service.

D. Liability

- i. The City or cardholder shall not be held liable for any activity on cards that have been reported lost, stolen or due to fraudulent activities. Please confirm.
- ii. Describe how the provider will mitigate the risk for unauthorized card use.

E. Lost or Stolen Cards

- i. Describe your lost/stolen card procedures.
- ii. Please describe the method(s) available to deactivate and/or cancel an individual card account.
- iii. The provider shall facilitate immediate cancellation and emergency issue of a replacement card, and shall make card cancellation available 24 hours a day, 7 days a week. Please confirm.
- iv. Are you able to provide inactive temporary replacement cards to the P-Card administrator for emergency activation and usage? This would help reduce the timeframe to obtain a new replacement card via mail.

F. Interface with City Accounting System

- i. The City is currently in the process of selecting an ERP vendor (vendor selection may be made available prior to April 21<sup>st</sup>). The P-Card vendor selected by the

City shall be able to interface and integrate with the new accounting system in the next 12-18 months. Until then, the City will interface all P-Card transactions via a manual entry process.

- ii. Can your service provide a csv and/or other file types containing transaction data for import into the City's accounting system? If so, can the file format be customized to meet the City's requirements and General Ledger accounts (A 2016 City Programs & Class Codes file is available upon request by emailing [pcardrfp@fortsmithar.gov](mailto:pcardrfp@fortsmithar.gov)?)
- iii. Does your P-Card service provide the ability to automate the assignment of account codes, to individual transactions, based on the department that the individual card holder works for? For example, purchases of gas by an employee who works for Patrol would be automatically coded to the Patrol Division Program Code (i.e., 4704 = Patrol Operations).
- iv. Does your P-Card service provide the ability to automate the assignment of account codes, to individual transactions, based on the type of goods/services purchased? For example, purchases of gas would be coded to the account for Fuel and Lubrication (i.e., 203 = Fuel, Oil, Lubrication)

#### G. Reporting

- i. Does the provider offer a report of transaction level detail data by card, as well as a consolidated Citywide detail report?
- ii. Can report data be downloaded in PDF, csv, Excel and other formats?
- iii. Ad-hoc online reports should have the flexibility for filtered modifications. Please confirm.
- iv. Reports should be available directly to individual cardholders and City departments via on-line website. Describe the type of security that will prevent intra-viewing of City purchases by City card holders.
- v. Does your service provide the ability to limit viewing access to City-wide transactions to only the designated P-Card administrator(s) and other selected users? Please confirm.
- vi. Does your P-Card service provide the ability to check on the status of a particular payment to an individual transaction charge?
- vii. Does your P-Card service provide the ability to check on the status of a particular payment from the City to the P-Card service provider?
- viii. Describe your reporting capabilities and provide samples of reports available.

#### H. Billing Statements

- i. What is the frequency (how often) or available frequencies your company is able to provide billing statements? Are billing statements provided via email, mail, and/or downloadable format?
- ii. Please confirm whether billing statements will include, at a minimum, the following information:
  - Card account numbers (truncated)
  - Cardholder name
  - The name of the merchant
  - The date goods or services were purchased

- The cost for the goods or services
- A unique identifier for each transaction

I. Payments

- i. Please describe available payment terms and options related to the payment cycles and grace periods. Also, what is the timeframe in which payments will be credited to the City department/ employee card accounts?
- ii. Describe available payment methods.

J. Implementation

- i. Describe the activities required to implement your P-Card services? Provide a list of activities along with a typical timeline.
- ii. Describe the City's program implementation and on-going maintenance roles and responsibilities.
- iii. Describe your company's program implementation and on-going maintenance roles and responsibilities.
- iv. What testing activities would be performed by your company?
- v. What testing activities would be performed by the City before going live with your P-Card services?

K. Customer Support

- i. What training will the City receive to administer the P-Card program?
- ii. Will the City have an assigned company representative(s) to manage this program?
- iii. Does your program offer a dedicated customer service group for the City?
- iv. What is your company's problem resolution process?
- v. Is customer support provided on a 24/7 basis? Is it live (you get to speak with a person), partially live, partially internet based? If it is not 24/7, which days/hours would customer support be available for City personnel?

L. Technology & Security

- i. Describe the software/application/system that the City will use to operate your P-Card program.
- ii. What are some key features of your software's functionality?
- iii. How long has your company been using this software?
- iv. How often does your company release software changes, if any, which require testing by the City?
- v. Are file transfers (to and from the City) secured? What security methodologies are employed?
- vi. Does your company need any data file transfer from the City? Does your company provide the resources and capabilities to convert the City's data file?
- vii. Is your internet site secure and protected? How?
- viii. What are the security features of your software? How is the information protected?
- ix. What are the City's hardware requirements, if any, to implement/use this software?

- x. Describe your technology prominence within the banking industry.

M. Fees

- i. Are there implementation fees associated with this service?
- ii. Are there late payment fees?
- iii. Are there fees for custom reports?
- iv. Are there fees for data file feeds into City’s accounting system?
- v. Will you provide the resources and capabilities to create the file(s) needed for import to the City’s accounting system in the format specified by the City?
- vi. Are there annual service or maintenance fees?
- vii. Are there any other potential fees or required services the City must participate in association with your P-Card program?
- viii. Provide a fee schedule, similar to below, listing ALL applicable and optional/potential implementation and on-going fees to implement and continue using your company’s P-Card program.

	Basis of Fee	Amount	Waived Yes/No	Required, Optional or Potential
Implementation Fees				
-				
-				
On-going Fees				
-				
-				
Other Fees				
-				

N. Revenue Sharing

- i. Describe any rebates & discounts that are available based on volume of spend or otherwise. Specify how the rebate & discount will be remitted to the City.
- ii. Describe any incentive and prompt-payment discounts that encourage and reward the City for expanding its P-Card program.
- iii. Provide a revenue sharing schedule. Does revenue sharing percentage vary by: payment volume tier, type of payment, size of payment, and/or type of vendor? If so, provide all details.
- iv. Do revenue share percentages change? What would be the basis of such change?
- v. Must the City meet a minimum spending amount before revenue sharing is paid?
- vi. What is the frequency or frequencies in which revenue sharing amounts are distributed to the City?
- vii. Provide a sample revenue sharing statement that the City would receive.

O. Miscellaneous

- i. Do you have any branch locations in the local area?
- ii. What involvement do you have in local communities and what contributions have you made to the local community(ies)?

- iii. What is your current Community Reinvestment Act (CRA) rating?
- iv. What is your experience with system outages (past 5 years) and what is your recovery experience?
- v. What are your recommendations for products/services not specifically requested in this RFP?

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **A. GENERAL INSTRUCTIONS**

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) original and five (5) copies. All printing shall be double-sided (duplex). In addition, submit one (1) CD or flash drive containing electronic files of all proposal documents.

### **B. COVER LETTER**

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

### **C. REFERENCES**

Provide a list of at least five clients with needs similar to the City, which may include governmental entities, financial institutions, school districts, and/or businesses. Describe your firm's specific experiences providing services to each of those clients. Describe any issues or problems that have impacted any of the client accounts. Identify ways in which you added unique value or problem solving to any of the client accounts. Provide contact information (name, title, phone number, email address, etc.) to enable the City to contact those accounts as references.

### **D. SPECIFIED CONTENT & DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Team and, ultimately, the City, to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful,



should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section II.C, above.

**E. TABBING OF SECTIONS**

Be sure your proposal is properly tabbed using the Table of Contents for each section.

**F. COOPERATIVES**

Proposers who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

PLEASE NOTE: Submit a sample standard contract with your RFP.

**SECTION VI – MISCELLANEOUS**

**A. LOBBYING PROHIBITED**

As to any matter relating to this RFP, respondent or anyone representing a respondent are advised that they are prohibited from contacting or lobbying the Mayor, City Administrator, any members of the Board of Directors, City staff, Evaluation Team, or any other person authorized on behalf of the City related or involved with this RFP. For purposes of clarification, a Proposer's representative shall include, but not be limited to an employee, partner, officer, director, consultant, lobbyist, or any actual or potential sub firm or consultant of the Broker. All oral or written inquiries are to be directed to the Purchasing Department as directed in this RFP. Any violation of this condition may result in rejection and/or disqualification of the respondent.

The "No Lobbying Condition" is in effect from the date of issuance and shall terminate at the time the City signs final award contract(s) for this RFP, rejects all quotations, or otherwise takes action which ends the solicitation process.

**B. EEO STATEMENT**

Equal Opportunity: The City believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

**C. CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes and City Ordinance. All Proposers must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the respondent's firm or any of its branches.

**D. NON-COLLUSION**

Proposer certifies that their response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for qualifications

requested and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted; either with, prior to or after provision of services. Any such violation may result in award cancellation and discontinuation of services, removal from vendor list, and/or disbarment or suspension from doing business with the City.

**E. RESERVATION OF RIGHTS**

This Request for Proposals (RFP) is not a commitment or contract of any kind. The City of Fort Smith (City) reserves the right to pursue any and/or all ideas generated by this Request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The City reserves the right to reject any and all proposals. The City reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City.