

http://doingbusiness.lakecountyil.gov/

Please note the submission location is:

Lake County Attn: Purchasing Division

18 N. County Street – 9th Floor Waukegan, IL 60085

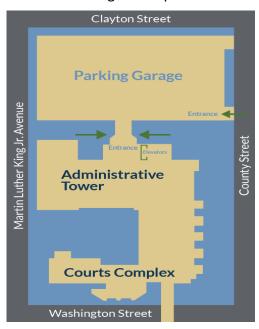
Contact information for Lake County Purchasing is:

Purchasing Division

Phone 847-377-2992 Fax 847-984-5889

Email: purchasing@lakecountyil.gov

Waukegan Campus



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

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RFP No.	Submitted By:
20062	
<u>Buyer</u>	
Yvette Albarran	
RFP Description	Deliver to:
Procurement Card Services for Lake	Lake County
County, IL	ATTN: PURCHASING DIVISION
RFP Due Date*	18 N. County Street – 9 th Floor
May 6, 2020 at 11:00 a.m.	Waukegan, IL 60085

^{*}Please note: Responses are due at the 9th floor reception desk and shall be time stamped by 11:00 a.m. CST on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9th floor.

Lake County, Illinois REQUEST FOR PROPOSALS RFP #20062

Procurement Card Services for Lake County, IL

This Request for Proposal (RFP) is for the purpose of establishing a contract with a qualified firm to provide Procurement Card Services for Lake County Government and Lake County Forest Preserve District ("District") as outlined herein.

GENERAL REQUIREMENTS: Proposers are to submit sealed proposals, to be opened and evaluated in private.

Submit one (1) marked Original, one (1) complete electronic unprotected copy on a USB flash drive, and one (1) redacted copy that can be used to comply with the Illinois Freedom of Information Act (FOIA). Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for an explanation of the information that may

be redacted.

SUBMISSION LOCATION: Lake County

Purchasing Division

18 N. County Street, 9th Floor Waukegan, IL 60085-4350

SUBMISSION DATE: May 6, 2020 by no later than 11:00 a.m. local time

Proposals received after the time specified will not be opened.

CONTACT / QUESTIONS: All contact and questions regarding the Request for Proposal shall be with the

Purchasing Division. Should the proposer require additional information about this RFP, please submit questions on our website at http://lakecountypurchasingportal.com by selecting the RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than

seven (7) days prior to the RFP opening date.

CONTENTS: The following sections, including this cover sheet, shall be considered integral parts of

this solicitation:

*Cover Sheet

*General Terms and Conditions

*Overview

*Scope of Services

*Submittal Requirements

*Evaluation Criteria

*General Information Sheet

*References
*Qualifications

*Sustainability Statement

*Addendum Acknowledgement

*Vendor Disclosure Statement

NOTE TO PROPOSERS: Any and all exceptions to these specifications MUST be clearly and completely indicated in the Submittal Requirements. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your proposal to be disqualified.

If a Proposal includes any exceptions, Proposers must insert an "X" in the following box indicating a RFP submission with exceptions.

1. Intent

Lake County intends to enter into a contract with a qualified proposer to provide Procurement Card Services for Lake County Government and Lake County Forest Preserves.

2. Negotiations

Lake County reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

3. **Confidentiality**

Proposals are subject to the Illinois Freedom of Information Act (FOIA) once an award or final selection is made. As such all Proposers responding are asked to submit one redacted copy of their proposal that can be used by the County to respond to any future FOIA requests for the proposal.

Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for explanation of information that may be redacted. For example, information exempt from disclosure in response to a FOIA request includes but is not limited to: highly personal or objectionable information; trade secrets and commercial or financial information claimed as proprietary, privileged or confidential, the disclosure of which would cause your business competitive harm; valuable formulae, computer geographic systems, designs, drawings and research data when disclosure of the same would produce private gain or public loss; certain construction related technical documents; and information associated with automated data processing operations that, if disclosed, would jeopardize system or data security.

If no redacted copy is provided, the Lake County Purchasing Division reserves the right to determine what information should be redacted as proprietary, privileged or confidential in response to a FOIA request. A Proposer who fails to provide a redacted copy of its proposal waives its right to maintain any claims against Lake County, its agents or employees for disclosure of this information.

4. Reserved Rights

Lake County reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the proposer, the County has ninety (90) days to accept. The County may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

5. Incurred Costs

Lake County will not be liable for any costs incurred by respondents in replying to this RFP.

6. Award

Award shall be made to the responsible proposer whose proposal is determined to be the most cost effective to the County based on the evaluation criteria set forth herein.

7. <u>Discussion of Proposals</u>

Lake County may conduct discussions with any proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other proposer.

8. Payments

Payment terms will be agreed upon between the Proposer and the County and will follow the completion of a standard billing cycle. Payments will be made in accordance with the Local Government Prompt Payment Act.

9. Contract Period

The proposed contract will commence upon award of the contract and shall be for a one year period with the option to renew for four (4) additional one (1) year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. In the event Lake County exercises its right to institute the aforementioned sixty (60) day extension, prorated rebate calculations shall be applied. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

10. Termination

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, Lake County is entitled to all rebates earned in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Proposer's default, the County shall be entitled to purchase substitute services elsewhere and charge the Proposer with any or all losses incurred, including attorney's fees and expenses.

11. Responsibility & Default

The Proposer shall be required to assume responsibility for all items listed in this Request for Proposals. The successful proposer(s) shall be considered the sole point of contact for purposes of this contract.

12. Interpretations or Correction of Request for Proposals

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Interpretation, correction and changes to the Request for Proposals will be made by addendum. Interpretation, corrections or changes made in any other manner will not be binding.

13. Additional Information

Should the Proposer require additional information about the RFP, please submit questions on our website at http://lakecountypurchasingportal.com by selecting RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to RFP opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to all Proposers. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Proposer to improperly submit a proposal.

14. Addendum Acknowledgement

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Lake County Purchasing. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Proposers responsibility to check for addenda, posted on the website at http://lakecountypurchasingportal.com prior to the submittal due date. No notification will be sent when addenda are posted unless there is an addendum within three business days of the submittal due date.

15. Jurisdiction, Venue, Choice of Law

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

16. Taxes

The County is exempt from paying certain Illinois State Taxes.

17. Estimates

The estimated annual volume indicated in the Scope of Services, is to serve only as a basis for the proposer to consider when responding to the RFP. The County does not guarantee any level of volume to be purchased with

procurement cards during the life of the contract.

18. Change In Status

The Proposer shall notify Lake County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

19. Breach Notification

The Proposer shall notify Lake County upon discovery of an information breach in accordance with Illinois laws. The Proposer will assume responsibility for all fees associated with a breach. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any information breach. In the event of a breach Lake County shall be entitled to all rebates earned during the contract term.

20. Hold Harmless Clause

The Proposer agrees to indemnify, save harmless and defend Lake County and Lake County Forest Preserves its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, it agents, servants, or employees or any other person indemnified hereafter.

21. Precedence

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Specifications; Lake County General Terms & Conditions, Lake County Request for Proposal Terms & Conditions, and the Proposer's Proposal Response.

22. Exceptions

Any and all exceptions taken by Proposer to the terms of this RFP are to be identified in writing and included in the list of submittals.

23. Independent Contractor

The Proposer is an independent contractor and no employee or agent of Proposer shall be deemed for any reason to be an employee or agent of Lake County. The County reserves the right to disapprove of any employee.

24. Non-Discrimination

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposer shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

25. Reporting Requirements

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

26. Lake County Ownership of Information

All information pertaining to records, property, financial or other information acquired under the scope of this

contract shall be strictly confidential and the sole property of Lake County. The Proposer shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Upon County request, the Proposer must provide all Lake County data in a documented, standard format at no cost to Lake County.

27. Joint Purchasing:

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Proposer. The Proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Proposers and governmental units shall be resolved between the immediate parties.

The Proposer and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the successful Proposer and the other governmental unit.

The Proposer shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

28. Economic Opportunity Program

Lake County launched a Buy Local. Build Local. Work Local. initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful Proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.

29. Insurance

The Proposer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/

projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Proposer's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- •Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Products-Completed Operations
- \$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Proposer's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

<u>Professional Liability – Errors and Omissions (if applicable)</u>

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

<u>Professional Liability – Cyber Liability (if applicable)</u>

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions (if applicable)

The Proposer's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following: \$ 1,000,000 per occurrence limit

Excess/ Umbrella Liability (if applicable)

The Proposer's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Liability Insurance Conditions

Proposer agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Proposer's insurance shall be primary in the event of a claim.
- c) Proposer agrees that with respect to the above required insurance, Lake County and Lake County Forest Preserve shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085

Attn: RuthAnne Hall, Lake County Purchasing Agent

Lake County Forest Preserves 1899 West Winchester Road Libertyville, IL 60048

Attn: Christine F. Miller, Purchasing Manager

Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Proposer.

I. Intention

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified vendor to provide procurement card (P-Card) services for Lake County Government and Lake County Forest Preserves.

II. Background

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas, and is home to about 702,000 residents. It is committed to open government and transparency with conservative fiscal policies which have allowed it to maintain fiscal stability and achieve a AAA bond rating from Standard & Poor's and Moody's.

III. P-Card Services

Lake County's P-Card program consists of approximately 359 active P-Card's and is administered by two Program Administrators (Lake County Government and Lake County Forest Preserves). The P-Card program is designed to make purchasing small dollar operational supplies and services easy and flexible. The average transaction amount is approximately \$352; with an average total monthly spend of \$744,000.

Lake County currently contracts with one firm to provide procurement card services for over 50 departments. All P-Card's vary in purchasing authority based on dollar limits and/or MCC Code inclusion/exclusion. All purchases made are governed by the Lake County Purchasing Ordinance and all applicable state and federal procurement laws and regulations.

Below is a summary of P-Card transactions for the period of April 1, 2019 thru March 31, 2020:

Location	Total Transaction Amount	Total Transaction	# Of Active Cardholders
Lake County Government	\$7,624,923	18,998	231
Lake County Forest Preserves	\$1,301,948	6,344	128

IV. Project Timeline

To ensure that Lake County is able to implement the proposed solution, the proposers should indicate their ability to meet the deadlines indicated below:

Action Item	Proposed Schedule*
Issue RFP	April 13, 2020
Deadline for submission of questions	April 28, 2020
RFP Opening	May 6, 2020
Shortlist Presentation (if necessary)	June 1, 2020 - June 5, 2020
Contract Negotiations	June 8, 2020 through July 14, 2020
County Board Approval & Contract Execution	July 14, 2020
Program Development & Training	July 15, 2020 through September 30, 2020
Contract Start Date	October 1, 2020

I. P-Card Services

A. Web Based Card Management Software

- 1. The Proposer should provide a web-based program management system to control all aspects of the procurement card program including but not limited to:
 - a. Real-time activation, de-activation of cards.
 - b. Real-time reporting of cards lost or stolen.
 - c. Real-time update of dollar limits, velocity limits and MCC code restrictions for each card.
 - d. Real-time monitoring of transactions/card activity.
 - e. Ability to establish an organizational hierarchy of cardholders and supervisors.
 - f. Ability for cardholders to access statements, upload receipts and assign account codes. Describe available mobile device capability.
 - g. Ability for supervisors to approve transactions on-line. Describe your process for an automated workflow, including system generated emails.
 - h. Ability to assign applicable cost center codes to each individual card and ability to override the default cost center codes for an individual transaction should also exist.
 - Ability to add and remove cost center codes including cost center codes security by departments.
 - Describe your ability to interface with Oracle for Lake County Government, including software interface with Tyler Technologies Munis Version 11.3.20.0 for Lake County Forest Preserves.
 - k. Ability to allow administrative access to all accounts online as well as allowing an individual cardholder's access to only their account or group of accounts.

B. <u>Issuance</u>

1. The Proposer shall send any new and reissued cards directly to the designated Program Administrator via overnight carrier.

C. Training

- 1. The Proposer shall provide on-site training at contract start-up and ongoing as requested by the Program Administrator or Lake County Finance. Training sessions should be developed at both the cardholder level and administrative level and include:
 - a. Benefits and features of the cards
 - b. Card administration procedures
 - c. Generating on-line reports
 - d. Importing transaction information into Lake County Government & Lake County Forest Preserves general ledger
 - e. Online transaction approval process
 - f. Billing procedures
 - g. Cardholder account access to include account coding and receipt attachment
- 2. The Proposer shall provide, at no cost, electronic written materials including online tutorials that may be used by Lake County Government & Lake County Forest Preserves to train department heads and cardholders in proper card use. These written materials may be modified by Lake County to conform with Lake County Policies and Procedures.
- 3. The Proposer shall provide the name and telephone number of a point-of-contact who will be available by telephone to answer questions that may arise during training.
- 4. The Proposer shall provide confirmation of completed training.

D. Customer Support

1. The Proposer shall provide customer support to Lake County Government & Lake County Forest Preserve representatives and cardholders. This support shall include at a minimum:

- a. A toll-free telephone number for customer support and assistance twenty-four hours a day, seven days a week.
- b. The name, title and toll-free number of the customer account representative and alternate who would respond to all contract inquiries.

E. Card Design/Card Processor

- 1. The Proposer shall provide cards designed for Lake County Government and Lake County Forest Preserves, including but not limited to the agencies logos and tax-exempt number(s).
- 2. The Proposer may be requested to include further information such as employee name and department location (i.e. Division of Transportation).
- 3. The Proposers card must be issued by a major commercial credit card company and the card shall be widely accepted by a variety of merchants.
- 4. The Proposer should have an established program to recruit new businesses when notified by a cardholder that the Proposers card was not accepted by a particular merchant.
- 5. The Proposer should describe the process for declining balance/controlled value cards options that would be available as part of the program.

F. Card Controls and Restrictions

- 1. Individual card controls will be established at the time the card is issued but may be changed at any time. Card controls may be changed only upon request from the designated Program Administrator(s). These changes may be made through a web-based program management system, by electronic mail, in writing, or by facsimile.
- 2. The following controls and restrictions shall be available at the individual card level:
 - a. **Card Activation Status** ability to de-activate and re-activate cards in real-time.
 - b. **Single transaction dollar limit** established per individual card.
 - c. **Velocity limitations** number of card authorizations per designated period for example, ten transactions per day, or twenty-five transactions per month.
 - d. **Maximum dollar limitation per period** for example, \$10,000 per month.
 - e. MCC Code Restriction ability to restrict usage by vendor (MCC code) at the card level.
 - f. Cash Advances complete prohibition of all cash advances.

G. Implementation

- 1. The Proposer shall develop a schedule for assuring program is fully implemented prior to the start date of October 1, 2020. This includes all user and administrator training, establishing customized reporting and real time dashboard with issuance/activation of all cards by October 1, 2020.
- 2. The Proposer shall assign a key Account Representative to assist the Program Administrators in converting the existing program to assure minimal impact on cardholders.

H. Lost/Stolen Cards and Disputed Charges

- 1. The Proposer shall provide a toll-free telephone for reporting lost or stolen cards, and disputing charges.
- 2. The cardholder and/or Program Administrator will immediately report lost or stolen cards to the Proposer.
- 3. The Proposer shall provide for immediate cancellation and emergency issue of a replacement card and shall make card cancellation available 24 hours a day, 7 days a week.
- 4. Proposer shall have a method available for screening cardholder activity for fraud pattern. In the event fraud is suspected, the Proposer shall immediately contact the cardholder to verify whether the transaction is legitimate and should be approved.
- 5. In the event fraudulent charges are posted to a cardholder account, the cardholder or Program Administrator will file a dispute in writing. The Proposer will close the cardholder account and reissue a replacement card. The County will pay the statement charges in full (including any fraudulent charges) and the Proposer will credit any valid fraudulent charges to the cardholder's new account.

I. Liability

- 1. Lake County will not accept liability for unauthorized use and/or account numbers which are fraudulently used and cards which are lost or stolen.
- 2. Lake County will not accept liability beyond a maximum time period of twenty-four (24) hours after the Proposer is notified of a lost or stolen card or that an unauthorized person has used a card.

J. Billing Documentation

- 1. The Proposer shall provide only electronic billing statements on a monthly basis. Statements shall be available online and ready to download on or about the 15th of each month. Program Administrator(s) should have the ability to generate on-line statements as a single consolidated statement for all transactions as well as individual cardholder statements.
- 2. The billing statements shall have a minimum of the following information:
 - a. Card account number (truncated)
 - b. Cardholder name
 - c. The name of the merchant
 - d. The date goods or services were purchased
 - e. The cost for the goods or services
- 3. Back-up documentation for each purchase shall be available upon request.

K. Sale of Cardholder Information

1. The Proposer shall not sell, rent or otherwise distribute a list of participating card holders, their addresses or any other information to any person, firm or other entity for any purpose without the written consent of Lake County Purchasing.

L. Administrative and Card Fees

- 1. The Proposer shall provide a detailed description of any fees charged for participating in the program and describe under what circumstances such fees shall be waived.
- 2. If applicable, the proposal shall also provide a detailed description of the fee schedules for services such as transaction fees, non-use fees, card termination fees, and international usage fees.

M. Reports

- 1. The Proposer shall demonstrate the functional ability to obtain reports with various detail level at both the aggregate and user transaction level. Program Administrator(s) shall have the ability to generate ad-hoc reports, manipulate and filter data fields in both the reporting system as well as the Dashboard. Data to include but not limited to:
 - a. List of active/inactive cards with limits and average spend
 - Detail of all card purchases broken down by Department, by cardholder, by date, with page breaks, at the hierarchal group, each payment cycle, with the ability to run by one to all of the hierarchal groups
 - c. Transaction detail for a specific time frame by user or department
 - d. Detail of all dollars spent by commodity code/merchant category
 - e. Percentage of purchases per merchant tier level
 - f. Top spend categories, suppliers and departments
 - g. Ability to pinpoint categories to analyze spend; provide real time alerts to Program Administrator(s) for potential misuse, excess of defined thresholds, and tax charged.
 - h. Real time online dashboard that is customizable to pull desired data for high level overview
- 2. Lake County requests the ability to obtain reports of expenditures made with diversified suppliers that are certified. Diversified suppliers shall be defined as one of the following:
 - a. Local Owned Business by postal code
 - b. Minority Owned Business
 - c. Small Business Enterprise
 - d. Women Owned Business Enterprise
 - e. Veteran Owned Business Enterprise

- 3. Reports shall enable the cardholders to reconcile all card transactions including charges, credits, disputes, adjustment, duplicates, etc.
- 4. Reports should be available directly to individual cardholders, department heads, and Program Administrators via an on-line website. The website should have row-level security in place such that individual cardholders and department heads will only have access to their specific transaction information.

N. Expiration Dates

- 1. Lake County requires staggered expiration dates for all cards.
- 2. All renewal cards shall be provided a minimum of 30 days prior to expiration.

O. Rebates and Discounts

- 1. Proposers are invited to summarize rebates based on the estimated annual spend of Lake County Government & Lake County Forest Preserves, including any local units of government that participate in this joint purchasing contract. Proposers may also propose rebates based on a combination of annual spend, average transaction amount, or any other verifiable measure.
- 2. Proposers should demonstrate how rebates are calculated and if there are various tiers for merchants to provide a higher percentage. If possible, provide a list of those preferred merchants.
- 3. Proposers shall specify whether the rebate would be remitted in the form of cash or through some other rebate mechanism.
- 4. Proposers shall provide any incentive and prompt payment discounts as part of the RFP response.
- 5. The proposed rebate shall be based upon the aggregate total dollar volume of the Procurement Card Program spend. The Proposer shall send two rebate checks out each year, one direct to County and one directly to the Forest Preserve.
- 6. In the event Lake County exercises its right to institute the aforementioned sixty (60) day extension (Section 9. Contract Period), prorated rebate calculations shall be applied.

I. Detailed Submittal Requirements

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance and clarity of content. The proposal should be organized into the following major sections:

Section 1.0 – Executive Summary

Section 2.0 - Company Background

Section 3.0 – Scope of Services

Section 4.0 – Implementation Plan

Section 5.0 - Client References

Section 6.0 - Exceptions to the RFP

Section 7.0 - Proposed P-Card Rebate Structure

Section 8.0 – Sustainability Statement

Section 9.0 - Vendor Disclosure Statement

Section 1.0 – Executive Summary

The introductory material must include a title page with the RFP number, subject, name of the Proposer, address, telephone number, e-mail address, the date, a letter of transmittal and a table of contents. The executive summary should be limited to a brief narrative summarizing the proposal.

Section 2.0 - Company Background

In this section provide information about the company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in the response to this RFP. Information in this section should contain the following information in addition to the General Information Sheet that is also included as an exhibit to this RFP:

- Company name and location of the corporate headquarters and of the nearest office to Lake County.
- The number of years the company has been in business and the number of years the company has been providing services to the public sector.
- Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
- Identify if the company serves other industries.
- Include a brief summary of the company's organizational characteristics such as the number of employees, their backgrounds, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
- Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
- Identify the individuals who will be the account representative for Lake County, including office locations, telephone numbers and email addresses

Section 3.0 – Scope of Services

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of services. For each task that is identified in the scope of services outlined in the specifications, please identify your firm's approach and response to address the desired service outlined.

Section 4.0 – Implementation Plan

This section should describe the Proposer's implementation. Proposers should assume that the County will contribute all necessary effort to ensure success in the project.

- Provide methodology for implementation. Methodology should include estimated timeframe, overview of deliverables, assumptions and assumed responsibilities and roles of the County and proposed project team.
- Proposer shall indicate the ability to have all services transitioned and fully operational on October 1, 2020. If this timeline cannot be met please propose a revised timeframe for consideration.
- Provide project team resumes for key members of the implementation team expected to be on the County's project.

Section 5.0 – Client References

The County considers references to be an important factor in its decision to award a contract. Proposers should supply references that will be available to speak with the County. Three references should be provided that provided similar type of work completed in the past five years. A reference sheet is included as a submittal as part of this RFP document.

Section 6.0 - Exceptions to the RFP

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected contractor. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

Section 7.0 - Proposed P-Card Rebate Structure

Describe the rebate and provide details regarding the amount our rebate would be based on annual spend provided in Section III. P-Card Services. Proposers may include a rebate percentage dependent upon the level of annual spend (i.e. 1% based on annual spend of \$1 million; 1.5% based on annual spend of \$1.5 million) or proposers may offer rebates based upon a combination of annual spend, average transaction amount and speed of pay. Any additional services identified by the proposer shall be delineated separately for Lake County to consider.

Section 8.0 – Sustainability Statement

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, Proposers are asked to provide a Statement of Sustainability to demonstrate that they are also incorporating sustainability into their firms' practices. A Sustainability Statement form is included as part of the RFP. Proposers are asked to provide a clear description of your firm's sustainable practices, policies, or procedures in the following areas: waste minimization, energy efficiency, water efficiency, staff and education.

Section 9.0 - Vendor Disclosure Statement

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019 the Lake County Board implemented a Vendor Disclosure Statement Policy, which require vendors to disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals or officers of the vendor's company as well as campaign contributions to County elected officials.

EVALUATION CRITERIA

Procurement Card Services for Lake County, IL

April 2020

Lake County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. All proposals will be evaluated by how well the proposal satisfies the described/stated needs, rather than how exactly the proposal matches the strictest interpretation of the terminology and design concepts stated herein. Newly emerging technologies, additional features, and the ability of the proposed solutions to adapt will be a consideration.

Evaluation Organization

- A. An Evaluation Committee will be established to score and evaluate the submitted proposals.
- B. The Evaluation Committee may include members from Lake County's departments who have experience with the associated services. The Committee will be responsible for the proposal evaluation (including corporate reference checks).

Evaluation of the Proposals

Lake County will evaluate the Proposers response and the extent to which it meets the requirements delineated in this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified.

Evaluation Factors:

- 1. Experience, background, financial capability and years in business performing similar services 10pts
- 2. Ability of the proposed software to meet the County's functional and technical requirements 20pts
- 3. Understanding and ability to meet the scope of services, including the Proposers approach to training and support **30pts**
- 4. Proposed P-Card Rebate, including payment terms and any additional fee(s) 30pts
- 5. Ability to meet requirements for transition of services beginning October 1, 2020 10pts

TOTAL: 100pts

Shortlist

The evaluation factors will be used to assist the evaluation committee in determining a short list. Proposers will be notified by the County if they have been selected for the short list. Please note, Lake County reserves the right to not short list any and all Proposers if it is not in the best interest of the County.

Interviews

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or schedule site visits to any locations serviced by Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview. Information provided as part of the interview may be used by Evaluation Committee to re-evaluate and re-rank Proposers.

Additional Investigations

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Best and Final Offer

The County reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed proposers, or if the short list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.

GENERAL INFORMATION

April 2020

This section must be completed and returned with proposal. Attach additional pages as required to complete required documentation.

AUTHORIZED NEGOTIA	TORS:		
Name:	Phone:	Email:	
Name:	Phone:	Email:	
		County reserves the right to reject any or all ive any informalities in any Proposal.	
BUSINESS ORGANIZATI	ON: (check one only)		
Sole Proprietor	: An individual whose signature	e is affixed to this proposal.	
Partnership: St attached sheet.		esses of all responsible principals and/or partners on	
Corporation: S	ate of incorporation:		
Non-profit Corp	ooration		
501c3 U.S. Int	ernal Revenue Code		
		eby certifies that it is not barred from proposing on this E-3 or 33E-4 of the Illinois Criminal Code of 1961, as	
Business Name	·		
Signature	Pı	rint or Type Name	
Title	itle Date		
 Email			

List below other organizations (users of similar size and structure to Lake County preferred) for which these or other similar services have been provided:

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(ATTACH ADDITIONAL PAGES AS NEEDED)

Name and Address of Office from which this contract will be administered

Name		
		-
		-
Phone	_ Fax	
Project Manager		
# Years in Business:	Number of Employees:	
Annual Sales: \$ Dunn & Bradstreet #:		
List Employees Who Will be Dedicated to Lake County: (Attach additional pages as necessary)		

Name	Position	# Years	Responsibility/Experience	Task

SUSTAINABILITY STATEMENT INSTRUCTIONS

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Proposers to provide a Statement of Sustainability to ensure our vendors are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

<u>Waste Minimization</u> within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

<u>Energy Efficiency</u> within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

<u>Water Efficiency</u> within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

<u>Staff</u> encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

<u>Education</u> of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

SUSTAINABILITY STATEMENT

Attach additional sheets if necessary.

Waste Minimization		
Energy Efficiency		
Water Efficiency		
Staff		
Education		



Addendum Acknowledgement

The undersigned acknowledges receipt of the following addenda:

ADDENDUM #	SIGNATURE

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Bid Number:	20062
Company Name:	
Authorized	
Representative:	
Authorized	Signature
Representative:	
	Print
Date:	

It is the vendor's responsibility to check for addenda, posted on the website at http://lakecountypurchasingportal.com prior to the submittal due date. No notification will be sent when addenda are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to purchasing@lakecountyil.gov prior to the due date.

Submittals that do not acknowledge addenda may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
vendor rame.			
Address:			
Auuress.			
Contact Person:		Contact Phone #:	
Contact Person:		Contact Phone #:	
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Bid/RFP/SOI/Contract/Renewal:	RFP #20062		
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Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship <u>between</u> a Lake County elected official, department director, deputy director and manager <u>and</u> owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official Familial Relationship	

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Description (e.g., cash, type of item, in-kind						
Recipient	Donor	service, etc.)	Amount/Value	Date Made		

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountyil.gov. The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:	Title:	
Printed Name:	Date:	

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.