

OWENS STATE COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

FOR

PROCUREMENT CARD PROGRAM

April 5, 2016

QUESTION PERIOD ENDS April 11, 2016

PROPOSALS DUE April 25, 2016

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Exhibit A FY2014 – YTD FY2016 Procurement Card Spend by Vendor

Exhibit B FY2014 – YTD FY2016 Non-Procurement Card Spend by Vendor

SECTION 1 Overview and Objectives

1.1 Objectives of this RFP and the Role of the Contractor

Owens State Community College (the “**College**”) is utilizing this Request for Proposals (this “**RFP**”) to solicit proposals from qualified financial institutions (“**Contractor**”) to provide a Procurement Card program for the payment of goods and services. Questions period ends April 11, 2016. Sealed proposals will be received until 2:00 PM EST on April 25, 2016.

1.2 College Background

Owens State Community College began as a technical institute under the jurisdiction of the Ohio Department of Education. The first classes were offered in Toledo on September 13, 1965 with less than 200 students. Two years later, in 1967, the College was chartered by the Ohio Board of Regents as a technical college. In 1983, Owens opened its Findlay-area campus at Cory and Davis streets.

In 1994, the College was chartered as a comprehensive state community college with a district encompassing Lucas, Wood and Hancock counties, and parts of Ottawa and Sandusky counties.

Owens State Community College has two campuses: Toledo-area campus located in Perrysburg Township, Ohio and Findlay-area campus located in Findlay, Ohio. The College also has one learning center at the Source, located in downtown Toledo which is co-located with the local one-stop job resource center.

The College offers associate degrees that transfer to baccalaureate degrees in the Arts and Sciences and over 130 technical program areas in Agriculture, Business, Health Sciences, Public Safety and Emergency Preparedness, Skilled Trades, and Engineering and Transportation Technologies. Owens students also can earn the first two years of a bachelor’s degree with a smooth transfer to any area four-year college or university.

Owens State Community College has approximately 11,400 students, 167 fulltime faculty, 597 adjunct faculty, along with 352 fulltime staff and 25 part time staff and has an overall operating budget for FY2016 of approximately \$81,000,000.

The College’s intent is to implement a procurement card program which interfaces with the College’s Banner ERP system at the point of processing payments in the Accounts Payable module and to maximize available rebates for payments through the program.

1.3 Project Description

Owens State Community College is soliciting proposals from qualified Contractors to provide a procurement card program for the payment of goods and services. The College’s FY2014 procurement card spend was \$6,819,680 with a rebate of \$105,705. The College’s FY2015

procurement card spend was \$5,496,302 with a rebate of \$93,022. Owens FY2016 procurement card spend through March was \$3,199,717.

1.4 Additional Requirements and Terms of Service

- A. The above-mentioned services are desired to begin on or before July 1, 2016.
- B. During the term of any contract resulting from this RFP, the Contractor shall be engaged by the College solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

SECTION 2 Submission Procedures and Reservation of Rights

2.1 Submitting Proposals

Responses will be received from Contractors until **April 25, 2015 at 2:00 PM local time** at the following location:

Owens State Community College
Laurie Sabin
Administration Hall - 112
30335 Oregon Road
Perrysburg, Ohio 43551
Laurie.Sabin@owens.edu

Each Proposal must be submitted in an envelope marked Owens Community **College Procurement Card Services**. The subject line of any e-mail must read.

Procurement Card Services

Contractors are required to submit the following items or information but are not limited solely to these items:

- A. Return of Acknowledgement of College Rights and Conditions Form, signed and completed as specified.
- B. Name and address of operating company. The name, title and telephone number of Contractor's authorized agent with authority to bind the firm and answer official questions concerning the company's proposal.
- C. References – include at least three financial and operational references that the Contractor has operated or is currently engaging in a similar service provided or similar goods. Include duration and extent of service in the operation. The list will contain the name, address, telephone number and email of the contract administrator for each operation.
- D. Respond in order to all of the items listed in section 3 of the RFP and provide written narrative responses to each of the proposal requirements.
- E. State any exceptions to or deviations from the specifications or terms and conditions. All specifications or terms and conditions not identified as an exception are considered accepted by the Contractor.

2.2 Late Submissions

Contractors are solely responsible for delivery of Proposals to the location designated in Section 2.1 on or before the closing date and time specified in Section 2.1. Any Proposal or revision or amendment thereto received after the date and time specified or improperly marked or submitted will be disqualified. Price corrections may only be made before the closing date and time specified in Section 2.1.

2.3 Closing Date Extensions

Requests to extend the closing date will not be granted unless the College determines, in its sole discretion, that the original due date appears impractical. Notice of any extension will be announced on the College's web site at the following address <https://www.owens.edu/procurement/rfp>.

2.4 Proposal Format

An original Proposal and 5 of copies (total of 6 sets)], including an electronic version on CD or flash drive, must be submitted and must include the content identified in this RFP. The College reserves the right to reject any Proposal which does not conform in all material respects to the submission requirements of this RFP.

2.5 Inquiries

Any questions regarding this RFP should be submitted to the College via email with the subject line of **Procurement Card Services** to:

Laurie Sabin – laurie_sabin@owens.edu

Contractors shall not communicate with any College staff concerning this RFP except through the above inquiry method. Use or attempted use of any other form of communication to discuss or inquire about this RFP may result in Contractor being disqualified from participating in the RFP.

2.6 Response to Inquiries

Contractor understands and agrees that the Contractor has a duty to inquire about or request a clarification of any RFP description or question that the Contractor does not fully understand or believes to be ambiguous. The College will respond to inquiries promptly. The College's response will be on the web site at the following address <https://www.owens.edu/procurement/rfp>. **The deadline for submission of written questions is April 11, 2016.** Questions and answers will be posted to the College's web site no later than April 13, 2016.

2.7 Additional Information

As part of the RFP process, the College has attempted to provide all relevant information to prospective Contractors. Contractors should prepare their Proposals based on the information provided. However, a Contractor may include or reference additional information not provided in this RFP that it considers pertinent to its Proposal.

2.8 Reservation of Rights

The College reserves the right to:

- A. Accept or reject any or all documents or parts, to waive any technicalities or irregularities, and further reserves the right to request future proposals at its discretion;
- B. Contact any, all, or none of the Contractors for clarification and/or modification of their Proposal;
- C. Postpone or cancel the award or execution of a contract for any reason prior to contract execution; and
- D. Negotiate any and all final terms of the Proposal, including price. It is entirely within the discretion of the College to permit negotiations. A Contractor must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The College is free to limit the negotiations to particular aspects of

any Proposal, to limit the Contractors with whom the College wants to negotiate, and to dispense with negotiations entirely.

2.9 Terms and Conditions

By submitting a Proposal, the Contractor agrees to all of the terms and conditions set forth herein. Proposals may not include any terms or conditions in conflict with those set forth herein.

2.10 Addenda

Should the College choose to amend this RFP prior to the closing date, as the result of an inquiry or for any other reason, a notice will be posted on the web site at the following address <https://www.owens.edu/procurement/rfp.html> Contractors, however, it is the responsibility of each Contractor to check for announcements, addenda, and other current information regarding this RFP.

Addenda will be posted on the College's website at <https://www.owens.edu/procurement/rfp>

2.11 Multiple Proposals

The College will accept multiple Proposals from a single Contractor, but the College requires each such Proposal be submitted separately from every other Proposal the Contractor makes. Additionally, the Contractor must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Contractor or refer to another Proposal. The College will judge each alternate Proposal on its own merits.

SECTION 3 Contractor Qualifications and Specifications

3.1 Contractor Qualifications

Contractors are required to submit a statement of their qualifications, experience, organization and systems available to provide the services necessary to fulfill the specifications of this request for proposals and must be licensed to operate in the State of Ohio.

3.2 Specifications

Contractors are required to provide a narrative addressing the following specifications. If providing an attachment, Contractor must identify the specification number for each response.

- A. **Payment processing:** Describe in detail how the procurement card program interfaces with the College's Banner ERP system at the point of processing payments in the Accounts Payable module.

- B. **Fraud protection:** Owens prefers 100% protection from any third party or cardholder fraudulent charges with cardholders 100% protected from any third party fraudulent charges but still carry the liability for any personal fraudulent activity.
- C. **Fraud detection and recoverability:** Describe in detail their programs to detect and minimize the effects of fraud or potential fraud and what programs are in place to recover losses due to fraudulent activity.
- D. **Incentive rebates:** The College is seeking proposals that offer aggressive rebates for all purchases.
- E. **Fees:** Disclose any fees that the College would incur from the proposed program. The College shall not be charged any fees solely for the purpose of establishing an account regardless of the purchasing activity on that account or be charged for the use of the card on a transaction cost basis.
- F. **Type of card:** Identify what type of credit card is being proposed along with the details of the commercial acceptability in the USA.
- G. **Card restrictions:** Describe in detail the restriction options available on individual cards such as: transaction limits, monthly credit limits, merchant class restrictions (MCC), regional restrictions, etc. Contractors are encouraged to provide a detailed description of the programs and practices are in place internally that prevent or curtail these limits from being modified without proper authorization.
- H. **Payment plan options:** Propose various payment plan options and detail any incentives associated with those plans.
- I. **Reporting:** All reports should have multiple sorting options to sort by cardholder name, period of time, merchant and/or MCC number. Also required is a yearly summary report listing number of transactions, dollar amounts by accounting codes, by cardholder with a comparison to prior year. List details of all available reports.
- J. **Tax exempt:** The College is exempt from State and Federal taxes. Discuss programs available to encode cards as tax exempt, preventing tax from being charged on transactions paid by procurement card.
- K. **Card options:** Describe options/limitations of what is allowed to be printed on the cards. Provide a card designed for the College which includes at a minimum Owens name on the face, "For Official Use" on the face, "Tax Exempt" on the face and the Contractor's 24 hour help line telephone number on the back.
- L. **Add/delete cards:** Describe how cards are added and deleted from an account.
- M. **Forms:** Provide samples of all forms used in the establishment of a new account, addressing of there is a no-charge customization of the forms to meet the College's requirements.
- N. **Maintenance:** Describe the program and process in place for the Colleges Card Administrator to follow to get card maintenance performed, such as temporary card limit changes, name changes, lost or stolen cards, etc.
- O. **Security:** Detail security measures practiced internally to manage over the phone/email account administration to ensure that only College authorized administrators are making changes to the cardholder's profiles.
- P. **Additional card security:** Detail security measures and practices in place to prevent an outside party access to the vendor's cardholder database to steal personnel information.
- Q. **Authorization/identification code:** Contractor shall accept using a truncated version of the cardholder's Social Security number whenever such information is requested.

- R. **Control and restrictions:** Describe controls by cardholder to prevent the use of the card for purchasing commodities and services the College wishes restricted.
- S. **Credit liabilities (lost or stolen cards):** Provide information on how the use of the card from their program by the College card holder does or does not have any connection to the cardholder’s personal credit history or liabilities except in cases of fraud by the cardholder.
- T. **Experience:** Provide information on experience with procurement card programs and provide references of other Higher Education or governmental accounts, preferably within the State of Ohio and include contact names and telephone numbers.
- U. **Transition:** Provide details/timeline on how contractor would handle transition from the current vendor, recommended training process of a new card program and if there are costs/fees associated for materials used during the rollout of the new program.
- V. **24 hour help line:** Contractor must maintain a 24 hour help line using an 800 number for cardholder problems and emergencies.
- W. **Replacement:** Contractor must replace lost or stolen cards within ten (10) working days after notification of the loss.
- X. **Responsibility:** Responsibility for payment will rest with the College through the department that requested the card and not the individual employee.

SECTION 4 Projected Timeline

4.1 Projected Timing

Solicitation of proposals	April 5, 2016
Deadline for submitting written questions	April 11, 2015
Deadline for submitting proposals	April 25, 2015
Vendor Interview/Presentations (if needed)	Week of May 2, 2016
Committee recommendation	May 9, 2016
Proposed contract start date	on or before July 1, 2016

4.2 Changes to Projected Timing

The College may, at any time and in its sole discretion, adjust the dates listed above. The College shall incorporate any schedule changes according to the processes identified in Section 2.

While the RFP dates are subject to change, Contractors must be prepared to meet them as they currently stand. **Any failure to meet a deadline may result in the College, in its sole discretion, refusing to consider the Contractor’s Proposal.**

SECTION 5 Evaluation and Award

5.1 Evaluation

The award of a contract hereunder, if any, will be with a Contractor whose Proposal best meets the College's interests and needs based upon the evaluation criteria set forth below.

College personnel will review all Proposals based on the evaluation criteria listed below:

- A. Responsiveness, thoroughness and overall quality of the proposal;
- B. Compliance with all RFP requirements;
- C. Fees and financial incentives offered;
- D. Relevant experience of Contractor with bankcard services within the State of Ohio;
- E. Implementation process and experience;
- F. 100% fraud protection; and
- G. Fees and financial incentives offered to the College.

The College reserves the right to weight these factors at its sole discretion.

5.2 Interviews, Presentations and Demonstrations

The College may require a Contractor to interview with it regarding its Proposal. Such presentations, demonstrations, and interviews provide the Contractor with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal content. The College shall not be responsible for any costs incurred by Contractor in preparing for or making such presentations or demonstrations. These presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the College. This phase of the evaluation is not an opportunity for the Contractor to engage in any negotiations over the form of the Proposal or required scope of the work.

The evaluation committee will not numerically rank interviews, demonstrations, and presentations. Rather, the evaluation committee may decide to revise existing Proposal evaluations based on the interviews, demonstrations and presentations.

5.3 Rights Reserved

The College may, at any time and in its sole discretion, request additional information to assist in the review process, reissue the RFP and request new Proposals from interested parties or reject all

Proposals if it determines that it is in the College's best interests to do so.

5.4 Disqualification

Misleading, inaccurate, incomplete information or partial proposals will be grounds for disqualification of a Proposal at any time in the evaluation process. The College reserves the right to reject any and all Proposals.

5.5 Contract Negotiations

The final phase of the Proposal evaluation process may be contract negotiations. It is entirely within the discretion of the College whether to permit negotiations. A Contractor must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal or any resulting contract. The College is free to limit negotiations to particular aspects of any Proposal, including cost, to limit the Contractors with whom the College negotiates, or to dispense with negotiations entirely. The College will schedule all negotiations.

The College may determine during negotiations that it is no longer reasonably likely for a Contractor to be awarded a contract pursuant to this RFP. If the College makes this determination, the College will notify the Contractor in writing of its determination to terminate negotiations. The College may re-evaluate which of the remaining Contractors are reasonably likely to be awarded a contract under this RFP and begin negotiations with a new Contractor and/or continue negotiations with other Contractors.

5.6 Best and Final Offer

If best and final offers (each, a "BAFO") are requested by the College, they may be submitted only once, unless the College makes a determination that it is in the College's interest to conduct additional negotiations. In such case, the College may require another submission of BAFOs. Otherwise, discussion of or changes in the BAFOs will not be allowed. If a Contractor does not submit a BAFO, the Contractor's previous Proposal will be considered the Contractor's BAFO.

5.7 Award

After completing the evaluation process set forth in this Section 5, the evaluation committee may make a recommendation for award. Price will not be the sole factor in determining an award.

The College may award a contract to one Contractor for an initial period beginning no later than July 1, 2016 and ending June 30, 2018. The contract may include optional renewal terms of two (2) two (2) year periods that shall expire no later than June 30, 2022. The beginning and expiration dates and the option(s) to renew shall be in the College's sole discretion. No award is effective until it is approved as set forth herein and a resulting contract is fully executed by the College.

SECTION 6 General Conditions

6.1 Contractor's Costs to Develop Response

All costs associated with the development of a Proposal, including the costs of any related presentations or demonstrations, are solely that of the Contractor and are not chargeable to the College under any resulting contract or in any other manner.

6.2 Public Information

Proposals will not be opened and read in a public forum.

The College is subject to the requirements of the Ohio Public Records Law, O.R.C. Section 149.43. Accordingly, all proposals and information included therein or attached thereto and other materials submitted in response to this RFP or in connection with any contract as a result of this RFP may be subject to disclosure as a public record, except to the extent the materials are protected from disclosure by applicable state and/or federal laws.

All Proposals and other submitted material shall be the property of the College and will not be returned to the Contractor.

If a Contractor designates any information within its proposal as protected from disclosure by applicable law and the College receives a request for disclosure of any such information, the College will attempt to provide sufficient notice to Contractor so that Contractor may have the opportunity, within a reasonable period of time, to obtain protection from such disclosure. If, after a request for disclosure, litigation is brought attempting to compel production of the material or to protect the materials from production, Contractor shall be solely responsible, at its cost, for establishing the basis for non-disclosure of the information. If an appropriate tribunal determines that the information must be disclosed or fails to protect the information from disclosure, the College will release the material. By submission of its Proposal, Contractor agrees that it shall indemnify and hold the College harmless and immune from any and all claims for injury or damages arising out of any non-disclosure based upon Contractor's request, including those arising out of litigation including, but not limited to, attorneys' fees.

The Contractor should not include proprietary information in a Proposal because the College maintains the right to use any materials or ideas submitted without compensation to the Contractor. Additionally, all Proposals will be open to the public after contract award.

6.3 Tax Exemption

The College is tax-exempt. An exemption certificate will be furnished to the Contractor upon request.

6.4 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provision.

6.5 Governing Law

This RFP and any agreements resulting from this RFP shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning a resulting agreement and/or performance thereunder.

6.6 Permits, Licenses, and State Registration

The Contractor shall obtain and maintain all permits and licenses necessary for the performance of any work arising out of this RFP. Contractor must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing from the Ohio Secretary of State) as a condition of contract award. Following submission of its Proposal, the Contractor must immediately notify the College if it becomes disqualified from doing business in Ohio. The Contractor must advise the College of all address changes following its submission of a Proposal.

6.7 Subcontractors

Acceptance by the College of a Contractor's Proposal does not require the College to accept the subcontractor(s) proposed by Contractor. The College reserves the right to evaluate the qualifications of all subcontractors proposed by the Contractor. Neither a resulting contract nor any rights, duties, or obligations described therein shall be assignable by the Contractor without the prior written approval of the College.

6.8 College Rules and Policies

College policies and procedures are available at <https://www.owens.edu/trustees/policies.html>

6.9 Contractor's Representations and Warranties

By submission of its Proposal, Contractor represents and warrants to the College as follows:

- A. **Federal, State, and Local Law Compliance.** Contractor shall, in the performance of any services pursuant to this RFP, fully comply with all applicable federal, state and local laws, rules, regulations, or ordinances, as well as all applicable College regulations, including but not limited to parking and security regulations, and shall hold the College harmless from any liability from failure of such compliance.

- B. Nondiscrimination of Employment.** Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under any contract resulting from this RFP. Further, Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under any agreement resulting from this RFP on account of race, color, religion, sex, age, genetic information, disability, military status, national origin, or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity Coordinator of the Department of Administrative Services or that it will have such a program and approval of the Equal Opportunity Coordinator in place prior to commencing any work under any agreement resulting from this RFP.
- C. Drug-Free Workplace.** Contractor shall comply with all applicable state and federal laws regarding drug-free workplace while engaged in activity relating to this RFP and during the term of any resulting contract. Contractor shall make a good faith effort to ensure that its employees will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs while engaged in any activity relating to this RFP or any contract resulting from this RFP.
- D. Conflict of Interest and Ethics.** Contractor, along with its officers, members and employees, has no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its functions and responsibilities under any contract awarded pursuant to this RFP. Contractor agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to the College in writing. Thereafter, he or she shall not participate in any action affecting the work described in this RFP, unless the College shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- E.** No member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any contract resulting from this RFP. Any contract resulting from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or their families from the Contractor, its agents, or employees. Contractor further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

- F. **Debarment.** Contractor is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, any agreement resulting from this RFP shall be void ab initio and Contractor shall immediately repay to the College any funds paid under such contract.
- G. **Banning the Expenditure of Public Funds on Offshore Services.** In accordance with Executive Order 2011-12K issued by the Governor of Ohio, no services of the Contractor or its subcontractors under any contract resulting from this RFP will be performed outside the United States. During the performance of any contract resulting from this RFP, Contractor acknowledges that it must not change the location(s) of the country where the services are performed, or change the location(s) of the country where the data are maintained or made available, without express written authorization of the College.
- H. **Campaign Contributions.** Neither Contractor nor any of Contractor's partners, officers, directors, or shareholders, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- I. **Findings for Recovery.** Contractor is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, any agreement awarded pursuant to this RFP shall be void ab initio and Contractor shall immediately repay to the College any funds paid pursuant thereto.

Corporate Name _____

Authorized Signature _____

Printed Name _____

Title _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone # _____ Fax # _____

Email Address _____

Policy	Primary Insurer	Alternate Insurer	Alternate Insurer
Property			
General Liability			
Educator's Legal / D&O			
Employment Practices			
Fiduciary			
Crime			
Automobile			
Umbrella			
Excess Umbrella			
Pollution / EIL			
Media Liability			
Cyber Liability			
Excess WC			
Foreign Package			
Student Professional			
CEP Accident			
Athletic Accident			
Excess Athletic Accident			
OCC Foundation BOP			
OCC Foundation D&O			
OCC Alumni Exec PKG			