Greenville Technical College

Request for Written Quotes

Solicitation Number: GTC-24-10-307RFQ
Date Issued: October 31, 2024
Procurement Officer: Kristal Doherty
Phone: (864) 250-8417
E-Mail Address: Kristal.Doherty@gvltec.edu
Mailing Address: PO Box 5616 Greenville, SC 29606

DESCRIPTION: Payment Gateway and Processor

The Term "Offer" Means Your "Bid" or "Proposal". Solicitation Number must appear on your quote.

SUBMIT YOUR OFFER TO: Kristal.Doherty@gvltec.edu
SUBMIT QUOTE BY (Opening Date/Time): 11/12/2024 @ 10:00 AM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **11/6/2024 @ 2:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) copy to be emailed to Kristal.doherty@gvltec.edu**

By submitting a quote, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

Offerors who have not previously done business with Greenville Technical College must submit a current W9 with their offer. Products should meet or exceed the specifications below for quotes to be accepted. By submitting an offer, you are confirming that your product meets or exceeds the specifications in this document and must be able to furnish supporting documentation upon request.

Pursuant to Section **19-445.2141.** of the SC Consolidated Procurement Code, Greenville Technical College is accepting bids from qualified suppliers for the purchase of a Payment Gateway and Processor meeting the requirements specified below. This will be a one (1) year contract with no renewals. **The awarded vendor must be able to start an installation project within 60-90 days after contract award.**

Software requirements:

1. Security and Compliance

- **PCI DSS Compliance**:
  - Must be able to provide evidence of compliance with PCI/DSS. Include your AOC Attestation of Compliance or ROC Record of Compliance.
  - Must have a Validate P2PE for in-person payments. Please provide the name of the solution and the PCI/DSS number.
  - The solution must integrate with Anthology's Student software and Modern Campus's Workforce & Community software.
- **SSL Encryption**: Must be able to provide documentation for your Secure Sockets Layer (SSL) certificates.
- **Tokenization and Encryption**: Software must use tokenization and encryption methods to store and process sensitive payment information securely.
- **Fraud Detection**: Must have methods to prevent fraud. Examples include advanced fraud detection mechanisms like Address Verification Service (AVS), CVV validation, and IP address tracking.

2. Integration with College Systems

- **Student Information System (SIS)**: The payment gateway must integrate with Anthology's Student and Modern Campus's Workforce & Community software and provide the validated P2PE solution referenced in Section 1.
- **ERP System**: The integration with the college's ERP systems Anthology Student and Modern Campus's Workforce & Community software must be able to handle non-student payments, refunds, and reconciliation.

3. Payment Options and Flexibility

- **Multiple Payment Methods**: Must provide a variety of payment methods, including credit/debit cards, ACH (Automated Clearing House).
- **Recurring Payments**: The system must support recurring payments for tuition or scheduled payment plans.
- **Mobile Payments**: The system must support mobile transactions, allowing students to make payments via smartphones.

4. User Experience

- **Easy-to-Use Interface**: The interface for students, faculty, and administration to make payments, issue refunds, and view payment history - College staff must be able to see the same information as the student.
- **Mobile Compatibility**: The system must support mobile payments, ensuring a smooth user experience on all devices.

5. Reporting and Analytics

- **Customizable Reports**: The solution must provide detailed financial reports, including payment status, settlement reports, and reconciliation the gateway provides.
- **Real-Time Monitoring**: The gateway must provide the ability to monitor transactions in real time for operational efficiency.
- **Data Export**: The solution must provide the ability to export transaction data into formats the college uses for reconciliation, such as Excel or CSV.

6. Security for Users

- **2-Factor Authentication (2FA)**: The solution must have MFA for both administrators and users to increase the security of the payment process.
- **Role-Based Access Control (RBAC)**: Must be able to provide a list of roles and the access they provide.

7. Regulatory Compliance

- **FERPA Compliance**: The Family Educational Rights and Privacy Act (FERPA) must be adhered to, ensuring that payment data does not breach student privacy. Solution must allow students to give parents access to their information.
- **ADA Compliance**: Must be accessible and comply with the Americans with Disabilities Act (ADA), making it usable for students with disabilities.

8. Customer Support

- **24/7 Support**: Must provide students and staff with 24/7 support.
- **Dispute Resolution**: Must provide a transparent process for handling disputes or chargebacks.

9. Scalability and Performance

- **Handling High Volumes**: The payment processor must be able to support high peak periods, such as at the start of semesters or during registration.
- **Scalable Infrastructure**: The solution must be able to scale with increasing numbers of students and transaction volume without downtime or lag.

10. Cost and Fees

- **Transparent Fee Structure**: GTC passes the interchange fees to the student. The solution must allow GTC to pass the student's fees for in-person and online transactions to the student. System must include messaging to the student before the payment is processed.
- **Chargeback Fees**: Quote must include the chargeback fees that are charged to the college. The awarded vendor must work with the College on ways to reduce these charges.

11. Refund Management

- **Flexible Refunds**: College must be able to originate refunds in the Anthology SIS and then process them through the gateway and processor.
- **Partial Refund Support**: The solution must provide the capability to issue partial refunds based on college policies.

12. Data Backup and Disaster Recovery

- **Data Redundancy**: Must provide data backup and redundancy to avoid data loss.
- **Disaster Recovery Plan**: Must have a disaster recovery plan to ensure business continuity in case of technical failures and be able to provide this upon request.

13. Customization and Branding

- **College Branding**: Must provide the ability for the college to customize the payment portal with its logo and colors to ensure a cohesive experience.
- **Customization of Fields**: Must provide the College with the ability to customize fields to collect additional information specific to the College's needs, such as student ID numbers.

14. Audit Trails

- **Comprehensive Audit Logs**: Must have the ability to maintain detailed logs of all transactions, user actions, and administrative changes for auditing purposes.
- **Transaction History**: Users and administrators must be able to review detailed transaction history for reconciliation.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023) ("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023) (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

DUTY TO INQUIRE (modified)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation’s title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity****, unless otherwise approved in writing by the Procurement Officer***.** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract***. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

PROTEST - CPO - MMO ADDRESS (Modified)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us ,
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-1]

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.
(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.
(3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]