



State of South Carolina

Request for Proposal Amendment 1

Solicitation: 5400025870
 Date Issued: 10/03/2023
 Procurement Officer: NAKENDRA PERRY
 Phone: (803) 896-0022
 E-Mail Address: nperry@mmo.sc.gov
 Mailing Address: SFAA, Div. of Procurement Services
 1201 Main St, Ste 600
 Columbia SC 29201-3734

DESCRIPTION: **Payroll Banking Services**

USING GOVERNMENTAL UNIT: **Horry Georgetown Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/30/2023 11:00, AM EST** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~09/28/2023 11:00, AM EST~~ (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Electronic Technical marked "Original", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Electronic Price marked "Original", and One (1) Electronic Price Copy marked "Copy"** See Section II. A "DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA, Section II. B "Electronic Copies- Required Media and Format"

Initial here _____ if a redacted copy is NOT necessary.

CONFERENCE TYPE: ~~Pre-Proposal~~
DATE & TIME: ~~09/27/2023 10:30 AM, EST~~

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: ~~Via Microsoft Teams-
Contact the Procurement Manager, by
Tuesday, 9/26/2023, at 10:00 AM, EST for
conference call phone number and access
code, via email: nperry@mmo.sc.gov. The
access code will not be provided to vendors who
submit a request via email after 9/26/2023, at
10:00 AM, EST.~~

AWARD &
AMENDMENTS

Award will be posted on **12/14/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(Full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(Business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(Printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – DO NOT APPLY PER SC CONSOLIDATED PROCUREMENT CODE [11-35-1524(E)(5)]

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_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address (**check only one**)

AMENDMENTS TO SOLICITATION (JAN 2004)

The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AMENDMENTS TO SOLICITATION (JUN 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "state's response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

The following changes have been incorporated to solicitation 5400025870:

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

~~DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)~~

~~You warrant and represent 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. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]~~

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]

II. TERMS AND CONDITIONS -- A. GENERAL

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

award, and does not disclose, or misrepresents, relevant information to the

Procurement Officer, the State may terminate the contract for default.

[07-7A054-1]

Answers to bidders' questions:

Investment Services

Bank shall provide an automatic investment service to invest available funds on an overnight basis. Acceptable investments shall include: (i) repurchase agreements fully collateralized with direct obligations of the US Government or one of its agencies, under which the appropriate "Custodian Undertaking Agreement" has been executed; or (ii) sweep to an interest-bearing bank account designed for governments, and which is subject to being secured in accordance with § 2.3 of this Agreement.

2.3 Security of Deposits

All deposits maintained with Bank must be secured in accordance with the South Carolina Code of Laws, including but not limited to Section 11-1-50. The surety shall be in accordance with the Federal Deposit Insurance Act for allowable amounts for a public unit. Beyond Federal Deposit Insurance Corporation (FDIC) insurance coverage, the surety shall be in accordance with separate security agreements entered into among the College, Bank, and a custody agent, including any qualified financial contracts recognized by the FDIC, any agreements executed pursuant to Operating Circular 7 of the Federal Reserve Bank, any Letters of Credits, and any Indemnity Bonds issued by an authorized surety company. Upon the deposit of funds under this Agreement, Bank shall provide the appropriate surety to protect the deposits in accordance with the applicable method of surety selected and applicable amounts specified by the agreements.

Pursuant to any separate qualified financial contracts with third-party custody agents, or any agreements executed under Operating Circular 7 of the Federal Reserve Bank, if Bank elects to pledge collateral in lieu of obtaining a letter of credit or provide a surety bond to satisfy its obligations under subsection (a) above, Bank must grant the College a security interest in the collateral in accordance with South Carolina's Uniform Commercial Code, other applicable law, and applicable FDIC Policy Statements.

1. Regarding the investment services and security of deposits, do you recognize the use of ICS (insured sweep accounts) money market accounts to satisfy these requirements?

State's Response: Yes

General Questions

2. Which financial institution is the College with today?

State's Response: TD Bank

3. Which ERP / Accounting Software is being used today?

State's Response: Banner by Ellucian

4. What are the average and maximum dollar amounts of payroll and vendor files?

State's Response: \$1,500,000 for full-time monthly and \$350,000 for part-time monthly

5. What is the annual AP dollar amount excluding payroll?

State's Response: AP is handled through a different bank.

6. Are all accounts listed eligible for Account Analysis? If there are accounts that must stand alone, please provide the account name(s).

State's Response: N/A

7. Describe daily reporting needs and how the reporting is shared / transmitted currently by the bank to the College.

State's Response: Account Detail History, returned Checks/Returned ACH, ACH routing changes and discrepancies, positive pay discrepancies. E-mail notifications.

8. How many employees are administrators of the online banking platform?

State's Response: 4

9. How many of the College's employees approve funds leaving the bank (ACH, wires, positive pay)

State's Response: 2

10. Does the College have a need for remote deposit Scanning? If so, does the College own the scanners used for deposits today or will those need to be provided?

State's Response: No

11. If the College has scanning equipment, please provide the model information.

State's Response: N/A

12. Are statements needed by mail or electronically?

State's Response: Both

13. Can the College please provide the Administrative Cost Schedule (ACS) in an Excel format?

State's Response: No, the State is provided the ACS template to utilize, and it must be completed as specified within the solicitation document.

14. How many accounts originate ACH?

State's Response: 1

15. How many accounts originate wires?

State's Response: 1

16. Does the College utilize an armored car vendor today? If so, which provider?

State's Response: No

17. What wire limit is needed by the College (daily)?

State's Response: Would like to do wire transfers for payroll monthly to our operating account at CNB to cover payroll. See average \$ amount in #4.

18. What is the average monthly balance between the accounts included in this Solicitation?

State's Response: Average monthly bank balance is \$200k.

19. Do you want a paper copy of the response mailed/delivered or only electronic submission?

State's Response: Electronic submission through our online SCEIS portal is the preferred method.

20. Please provide a list of all banking supplies the College will require.

State's Response: None

21. Will the college accept the IntraFi Network as full FDIC coverage for their deposit in lieu of repurchase agreements or collateralized deposits?

- a. If so, does the college require the banks within the IntraFi Network be chartered in South Carolina to ensure the funds or can it be banks from anywhere in the US that participate in the IntraFi Network?

State's Response: Yes

22. Can you provide current deposit account analysis statements that reference your earning credit rate and any monthly or annual fees? Or provide the earning credit rate separately?

State's Response: No credit rating; Monthly service charges of approximate \$500

23. Can you provide current deposit statements that reference your current interest rates on additional funds? Or provide the interest rate separately?

State's Response: No interest rates. Only monthly service charges.

24. Pg 14 Does a third party handle the tax/deductions for payroll?

State's Response: No. We handle internally.

25. Pg 16 3.1 Fees:

- Unit price, we have monthly pricing so when stating unit price is that monthly? We currently incur monthly fees for the account.
- 3.2 Method of payment: Can payments be monthly or does the college only pay bank yearly? Yes, can pay monthly fees.
- 3.3 Comp balance accts: How many balance accts will there be and what is the projected average balance for these accts? One account. Average monthly balance is \$200k

b. Pg 18 cont'd from pg 17

- 4a: Is a ICS acceptable for HGTC ? We do this for other state educational institutions Yes.
- 4C: Do you want a calculated activity statement for interest on a 1 Mil daily balance in MMA and or a ICS? Is that what this section is requesting?

State's Response: Both MMA and ICS.

26. 5a: What avenues does the college use to process credit/debit cards... ex virtual terminals, particular software? If so, what is the name of software currently used to process said online cards? Do you charge a surcharge/convenience fee for those transactions. Do you have stand-alone countertop credit card terminals and how many? Can you provide a monthly credit card processing statement? If not, can you tell us what is the monthly or annual credit/ debit card volume and the number of average daily or monthly card transactions? Please specify if it's a daily or monthly or annual total when answering so we can accurately give card processing proposal. Depending on card processing need/rates the processing cost can fluctuate not by the bank but by Visa and the other card brands. This fluctuation happens twice a yr in Apr/Oct. Do you need a fixed processing rate, or can it fluctuate per card brand? We can do either pricing, but one can be cheaper than the other, however I see on pg. 23 Fixed Pricing required and did not know if that also applies to credit card processing or if price adjustments for credit card processing was covered under pg 28 Price Adjustments section? We also can-do vending machine credit card processing if needed?

State's Response: N/A

27. Pg 18 Other Requirements
#4 Will the college need Night drop access?

State's Response: No

28. Anticipated percentage of in the branch deposits vs electronic transfers/deposits? About how many transfers do you anticipate a month? Helps us determine type of account that would be best fit.

State's Response: 2-4

29. Pg 31 Clarification:
Unit Price is for 1yr of contract of services is this the price for the listed service in the ACS minus the costs for the additional services we list ourselves? Extended price is this for the full 5yrs?

State's Response: Unit price is for 1 year of contract services (inclusive of all charges). The extended price is for the full 5-year contract (inclusive of all charges).

30. Pg 31 ACS: Clarification
Do you currently have a ZBA account if so, what accounts would be related?

State's Response: No

31. The estimated volume for ACH states 150 and checks paid via operating 250 and payroll 5 however in section III it states monthly 625 ACH employees and 10 employees paid with checks. Just want to make sure I have the transaction volume per operating and per payroll account correct along with an average acct balance for each type of account. Would need the estimated avg monthly balance for Operating and how many transactions in/out monthly. Same for Payroll?

State's Response: 625 ACH's and 10 checks monthly is accurate estimate

32. Anticipated dollar amount in change orders (volume monthly)?

State's Response: N/A

33. What's an estimate on how many cash deposits you will have and how large are your cash deposits?

State's Response: N/A

34. Do you currently have a REPO acct and if so, what accounts are related?

State's Response: No

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR PROPOSAL.