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CHAIRMAN, SENATE FINANCE COMMITTEE  
BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
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EXECUTIVE DIRECTOR

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## Protest Decision

**Matter of:** Infosys Public Services, Inc.

**File No.:** 2025-207

**Posting Date:** January 31, 2025

**Contracting Entity:** South Carolina Fiscal Accountability Authority, Division of Procurement Services, on behalf of the Department of Administration

**Solicitation No.:** 5400026939

**Description:** SCEIS Modernization

### DIGEST

The Chief Procurement Officer (CPO) denies the protest of Infosys Public Services, Inc. (Infosys). Infosys's<sup>1</sup> protest is Exhibit A to this decision but is not attached due to Infosys's claim of confidentiality.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

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<sup>1</sup> Infosys's proposal appears to have been submitted jointly with its parent Infosys Limited. Specifically, the Executive Summary in Infosys's proposal states: "Infosys Public Services, Inc. – a wholly owned subsidiary of Infosys Limited (collectively referred to as 'Infosys' or 'IPS' throughout our response is pleased to respond to your Request for Proposal, **SCEIS Modernization**: Platform, Infrastructure S4/HANA Migration, and Optional Managed Application Services RFP # 5400026039."

## **BACKGROUND**

On November 27, 2023, the Division of Procurement Services (DPS) issued this solicitation on behalf of the South Carolina Department of Administration (Department) for proposals for modernization of the South Carolina Enterprise Information System (SCEIS), an SAP based system. [Exhibit B] This solicitation used the competitive negotiations source-selection method per Section 11-35-1535 and Reg. 19-445.2099.

The initial solicitation posited a solution that would 1) combine integration updates and upgrades with 2) SAP S/4HANA pricing based on “RISE with SAP” licensing. By the deadline for receipt of proposals, DPS received four proposals. Thereafter, the evaluation committee conducted its initial evaluation of proposals and determined that all four offerors—Capgemini, Deloitte, IBM, and Infosys—were within the competitive range.

After completion of the initial evaluation, the State held solution sessions with each offeror to clarify their understanding of the State’s needs and the State’s understanding of their proposals. The State also sought clarity on the role of SAP within the service delivery and commercial components of each offeror’s proposal, including “RISE with SAP” services and Bill of Material (BOM) pricing. With each offeror’s approval, the State also met directly with SAP for the same purpose.

Upon conclusion of the solution sessions, the State determined it was in its best interest to bifurcate the solicitation, removing the “RISE with SAP” licensing scope from the solicitation and revising the solicitation so that it excluded the licensing portion. The integrator solution consisting of migration, implementation, and infrastructure upgrades, and value-added resources remained in the solicitation. On April 16, 2024, the State requested amended responses addressing this scope change.

After receipt of amended responses, the State engaged in clarifications and negotiations with the four offerors. The State referred to these discussions as due diligence negotiations. The due diligence period took place from May 20, 2024, through July 23, 2024. In parallel with due diligence, the State requested a second amended response.

After receiving responses to the request for second amended responses, the State evaluated those responses. After the selection committee completed its evaluation, it determined that Infosys and Deloitte were no longer in the competitive range. On August 20, 2024, the Procurement Officer notified Infosys that the State had eliminated it from the competitive range. On August 25, 2024, Infosys protested. On September 5, 2024, the CPO notified Infosys that its protest was premature, but it could protest after the posting of the notice of intent to award. On November 19, 2024, the Procurement Officer posted a notice of intent to award a contract to IBM. The next day, Infosys protested. On December 11, 2024, the Procurement Officer responded to Infosys's protest. On January 21, 2025, the Procurement Officer provided memorandum to his response. The Procurement Officer's response and memorandum are attached and incorporated herein by reference. [Exhibit C]

## **DISCUSSION**

As the protestant, Infosys bears the burden of proof. Therefore, Infosys must establish its allegations of fact upon the preponderance of evidence. *Appeal by Triad Mech. Contractors*, Panel Case No. 1994-12. If Infosys fails to do so, its protest must be denied.

Infosys protests that the Procurement Officer "failed to negotiate on the ultimate items (price and staffing) that the procurement officer then believed made IPS' proposal not in the 'best value' of the State." The rest of Infosys's protest largely argues this was a violation of the Procurement Code and argues that had it understood the State's concerns, it could have alleviated them such that Infosys would not have been eliminated from the competitive range. Indeed, in its protest, Infosys would have explained why its approach and experience allowed it to offer a shorter timeline and lower pricing.

Infosys's protest ignores the fact that price and staffing were only a part of the stated reason for eliminating its proposal from the competitive range. True, the State's notice states that the first review of Infosys's proposal identified "the primary weaknesses" as costs and staffing concerns, i.e. that "Infosys' total cost and cost per FTE hour were unreasonably and unrealistically low, by far the lowest received." The letter goes on to state:

During negotiations, there was no significant modification to adequate and reasonably priced staffing. By implication, Infosys' position showed weakness in understanding and accepting the State's staffing requirements.

However, the letter does not limit the basis for cutting Infosys's proposal from the competitive range to just pricing and staffing concerns. The letter further states:

Despite the Negotiation Panel's inputs and feedback, Infosys' Offer did not adequately evolve to address the weaknesses and deficiencies shared with Infosys. Infosys presented an incomplete process by not describing how its methodology would work, thus creating a deficiency. Instead, it relied on a boilerplate SAP hosting solution. Infosys set forth unrealistic and unreasonably aggressive timeline for implementation and ongoing service. This approach fundamentally downplayed the risks of cost adjustments, change orders, and delays.

Based on the unreasonably and unrealistically low pricing and weaknesses remaining in the proposal, the Offer is determined to be outside the competitive range.

In short, this letter uses "unreasonably and unrealistically low pricing" as a proxy for "the weaknesses and deficiencies" shared with Infosys. Put another way, had Infosys addressed the concerns shared by the State, one would expect it to be reflected in a greater change in price and staffing but neither occurred to a sufficient degree to allay the concerns of the State.

Section 11-35-1535(I)(1) states:

The procurement officer shall treat all offerors fairly and impartially when deciding whether and when to seek clarification or to negotiate. Similarly situated offerors must be given similar opportunities to clarify and, if in the competitive range, to negotiate.

Infosys provides no evidence to support a contention that the State violated this provision. To the contrary, the procurement records show "that the State gave each offeror similar opportunities to clarify and... negotiate."

Section 11-35-1535(I)(3)(a) states:

The procurement officer shall negotiate with each offeror in the competitive range. The primary objective is to maximize the state's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. Subject to item (1), **the scope and extent of negotiations are a matter of the procurement officer's judgement.**



[emphasis supplied]

While the “scope and extent of negotiations are matter of the procurement officer’s judgment,” there is a limitation on that judgment. At a minimum:

the procurement officer shall identify and seek the elimination of any term of a contractual offer that does not conform to a material requirement of a solicitation and any other undesirable terms in a contractual offer.

Section 11-35-1535(I)(3)(b)(i)

Similarly, Regulation 19-445.2099H(2) states:

The State shall negotiate with each offeror in the competitive range. At a minimum, the State shall **identify** and seek the correction of **any deficiency** and the elimination of **any other undesirable term** in an offer.

[emphasis supplied]

As noted by Infosys in its protest, in June 2024 the State conducted negotiations with it. Those negotiations consisted of discussions surrounding Infosys’s assumptions. Infosys attached to its protest a SCEIS Due Diligence chart which the State used for this purpose. [Exhibit A, Attachment 2] This attachment is just one worksheet of multiple in an Excel spreadsheet that the parties used for negotiations. The first worksheet has the instructions for the entire workbook. [Exhibit D] These instructions, required Infosys to “ensure all assumptions declared in Exhibit 4.1 Pricing Structure, Worksheet ‘A – Assumptions’, are addressed by one or more Due Diligence requests.” Exhibit 4.1 comes from Infosys’s proposal and is the pricing structure for its proposal. The very last Worksheet in Exhibit 4.1 is for Infosys’s assumptions affecting pricing. These assumptions largely concerned migration from the current SCEIS SAP system S/4Hanna. In other words, negotiations were, to a large extent, regarding assumption affecting migration pricing. Moreover, at the conclusion of this round of negotiations on assumptions, the State asked Infosys for a revised proposal to include revisions to its pricing schedule. Based on the foregoing, the CPO finds that the negotiations conducted by the State were sufficient to put Infosys on notice of its main concerns with Infosys’s proposal, i.e. its assumptions regarding migration and their effect on pricing. This item of protest is denied.

Infosys next complains that the State awarded a contract to IBM “at a contract price that is lower than the IPS proposal price.” The State’s pricing concerns were based on Infosys’s “Migration charges.”<sup>2</sup> These were the charges for transitioning from the current SCEIS SAP system to S/4Hanna, which is the very heart of this solicitation. At the time Infosys was eliminated from the competitive range, IBM’s migration charges were \$23,503,473 and Infosys’s were \$16,741,065. After best and final offerors, IBM’s migration charges totaled \$24,052,575. Infosys’s low pricing for migration resulting from Infosys’s assumptions created a real concern of the risk of failure of migration and thus the project. Based on this, the State had a rational basis to eliminate Infosys from the competitive range. This item of protest is denied.

Infosys next alleges that the State not only failed to negotiate directly on the items the State had concerns about but that such failure was a “breach of its stated evaluation criteria.” Infosys does not flesh this claim out and leaves it to the conjecture of the CPO as to how this alleged failure of negotiation was a breach of the evaluation criteria stated in the solicitation. It is the protestant’s obligation to set forth its grounds of protest with “enough particularity to give notice of the grounds to be decided.” Section 11-35-4210(2). Having failed to do so, this item of protest fails.

Finally, Infosys protests that “[i]t is questionable whether” the State met its obligation to state in the solicitation “the relative importance of the factors to be considered in evaluating proposals.”<sup>3</sup> This statement, without more, is insufficient to state a ground of protest.

Even if Infosys stated a valid ground of protest, the Procurement Code provides for two types of protest rights, the first is a protest of the solicitation or solicitation amendment and the second is a protest of an award or intended award. Section 11-35-4210(1). A protestant must file a protest of a solicitation or solicitation amendment with the CPO within 15-days of the publication of the

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<sup>2</sup> While IBM *total* potential price was lower than Infosys’s total price, this is because total price includes “run charges” and “migration charges.” “Run charges” consisted of the sum of annual charges for application maintenance services, system administration, etc. during the potential 10-year post migration operation period. Infosys’s charges for these services significantly exceeded IBM’s charges. On the intent to award statement this amount for IBM after best and final offers was \$59,528,893. This amount for Infosys after amended response 2 was \$94,318,276.

<sup>3</sup> Infosys quotes from Section 11-35-1530(5) which is inapplicable to competitive negotiations. However, Section 11-35-1535(D)(1)(b) sets forth a similar requirement for competitive negotiations.

Protest Decision, page 7

Case No. 2025-207

January 31, 2025

solicitation or amendment, whichever is at issue. Section 11-35-4210(1)(a). If the solicitation failed to set forth “the relative importance of the factors to be considered in evaluating proposals,” this would have been a defect in the solicitation issued on November 11, 2023, a full year before Infosys’s protest and only slightly less than a year before its initial protest. Therefore, this item of protest is untimely and is denied.

## **DECISION**

For the reasons stated above, the CPO denies Infosys’s protest.



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John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised July 2024)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C SubscribeITs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

- 
1. What is your/your company's monthly income? \_\_\_\_\_
  2. What are your/your company's monthly expenses? \_\_\_\_\_
  3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_


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For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**

	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 5px 0 0 0;">REQUEST FOR PROPOSALS (COMPETITIVE NEGOTIATIONS)</p>	<p>Solicitation Number: 5400026039                  Date Issued: 11/27/2023                  Procurement Officer: George Rozes                  Phone: 803-737-5769                  E-Mail Address: <a href="mailto:grozes@mmo.sc.gov">grozes@mmo.sc.gov</a>                  Mailing Address: 1201 Main Street, Suite 600                  Columbia, SC 29201</p>
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DESCRIPTION: **SCEIS Modernization:** Platform, Infrastructure S4/HANA Migration, and Optional Managed Application Services  
 USING GOVERNMENTAL UNIT: **South Carolina Department of Administration, (Admin)**

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

SUBMIT OFFER BY (Opening Date/Time): **January 29, 2024 at 11:00 ET** (See Section L - Instructions, Conditions, and Notices to Offerors)

QUESTIONS MUST BE RECEIVED BY: **December 15, 2023 at 2:00 ET** (See Section L - Instructions, Conditions, and Notices to Offerors)

NUMBER OF COPIES TO BE SUBMITTED: On-line Submission and One Redacted Copy (if necessary)

CONFERENCE TYPE: <b>Pre-Proposal Conference</b> DATE & TIME: <b>December 5, 2023 at 10:00 ET</b> <small>(As appropriate, see Section L - Instructions, Conditions, and Notices to Offerors)</small>	LOCATION: <b>Virtual Conference</b> E-mail the Procurement Officer for login information
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>August 21, 2024</b> . The award, this Solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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(X)	SEC.	DESCR	PAGE(S)	(X)	SEC.	DESC	PAGE(S)
PART 1 - THE SCHEDULE				PART 2 - CONTRACT CLAUSES			
X	A	COVER PAGE/PAGE TWO	Cover	X	I	CONTRACT CLAUSES	11 - 15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART 3 - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	16 - 17
X	D	PACKAGING AND MARKING	6	PART 4 - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
X	F	DELIVERIES OR PERFORMANCE	9	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO	18 - 38
X	G	CONTRACT ADMINISTRATION DATA	10	X	M	EVALUATION FACTORS FOR AWARD	39 - 46
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

You must submit a signed copy of this form with Your Offer. In accordance with the Solicitation the undersigned agrees, if this offer is accepted within one hundred and eighty (180) calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. (See Section L - Instructions, Conditions, and Notices to Offerors)

NAME OF OFFEROR  <small>(full legal name of business submitting the offer)</small>	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  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE  <small>(business title of person signing above)</small>	STATE VENDOR NO.  <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
PRINTED NAME  <small>(printed name of person signing above)</small>	STATE OF INCORPORATION  <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)	<small>(See " Section L - Instructions, Conditions, and Notices to Offerors)</small>
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)
<input type="checkbox"/> Other _____ <input type="checkbox"/> Government entity (federal, state, or local)	

**PAGE TWO**  
(Return Page Two with Your Offer)

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

	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Invoicing Instructions" clauses)
	Order Address same as Home Office Address Order Address same as Notice Address <b>(check only one)</b>

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See Section L - Instructions, Conditions, and Notices to Offerors)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

**AWARD (To be completed by the State)**

NAME OF PROCUREMENT OFFICER <i>(Type or print)</i>	STATE OF SOUTH CAROLINA <i>(Signature of Procurement Officer)</i>	AWARD DATE
MAXIMUM CONTRACT PERIOD:		

PAGE TWO

End of PAGE TWO

**B. SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 General**

This contract is to provide platform migration, platform run and optional application development and maintenance services for the South Carolina Department of Administration (Admin) as described in **Exhibit 2.0 (Service Model)**.

The Contractor shall provide all services and materials to accomplish the requirements as specified herein.

**B.2 Contract Type**

Resource Units and Pricing Methodology is set forth in Exhibit 4.0 (Business Model). This contract is segmented into the following categories:

Migration Projects are Firm-fixed-price contracts provided for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties.

Steady State Run Services are Indefinite-Delivery Indefinite-Quantity contracts that may be used to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award. IDIQ contracts are also known as delivery-order contracts or task-order contracts. See S.C. Code § 11-35-3305. IDIQ contracts permit Government stocks to be maintained at minimum levels; direct shipment to users; flexibility in both quantities and delivery scheduling; and ordering of supplies or services after requirements materialize. IDIQ contracts may provide for any appropriate cost or pricing arrangement, although firm-fixed prices based on units or "rate cards" are preferred.

### **B.3 Pricing** *(to be completed at time of award)*

Pricing is described in **Attachment B, Exhibit 4.0 (Business Model)** to this contract, which Attachment is incorporated into this Section B by reference.

### **B.4 Total Contract Value**

The total value of this contract, inclusive of options, will not exceed \$ **[to be completed at time of award]**.

### **B.5 Technical Approach and Staffing**

Award of this contract is in consideration of the Contractor's technical approach and staff qualifications, as presented in its Proposal submitted in response to the RFP. Therefore, the Proposal is incorporated into the contract, as a separate attachment, to the extent the Proposal covers the Contractor's proposed approach and staffing. Any inconsistency between the contract and Proposal shall be resolved by giving precedence to the contract (The Schedule) as provided in the contract clause titled "Contract - Order of Precedence - Integration."



## C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 **Statement of Work** *(to be completed at time of award)*

The Statement of Work is attached to this contract as **Attachment C, Exhibit 2.1 (SCEIS Modernization Services Statement of Work), Exhibit 2.2 (SCEIS Modernization Services Solution)** which Attachments are incorporated into this Section C by reference.

C.2 **Travel Requirements:** Intentionally left blank.

C.3 **State Provided Resources:** Requirements set forth in Article 4 of **Exhibit 1.4 (General Provisions)**.

C.4 **Place of Performance:** Requirements set forth in **Exhibit 2.1 (SCEIS Modernization Services SOW)**.

## **D. PACKAGING AND MARKING**

### **D.1 Delivery/Performance Location**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Office of Technology and Information Services  
South Carolina Department of Administration  
1628 Browning Road, 2<sup>nd</sup> Floor  
Columbia, SC 29210**

### **D.2 Marking Deliverables**

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. Mark deliverables for the appropriate office and person.

## **E. INSPECTION AND ACCEPTANCE**

- E.1 Inspection of Services:** Set forth in Attachment C, Exhibit 3.0 (Performance Model)
- E.2 Final Inspection and Acceptance:** Set forth in Attachment C, Exhibit 3.0 (Performance Model)
- E.3 State Contract Quality Assurance:** Acceptance definition and process set forth in Section 2.5 of Exhibit 1.4 (General Provisions) and Acceptance criteria established in Exhibit 3.1 (Service Level and Deliverable Matrix)

## **F. DELIVERIES OR PERFORMANCE**

### **F.1 Period of Performance**

#### **Term of Contract – Effective Date / Initial Contract Period (Modified)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of the contract will continue from the effective date until five (5) years after the State's acceptance of all implementation, migration projects and implementation services. After the initial term, the State will have the option to renew the contract for five (5) additional one-year periods as provided in the "Term of Contract – Option to Renew clause." The Contractor shall provide the Procurement Officer written notification of the day the implementation and integration services has been completed and accepted by the State.

### **F.2 Term of Contract – Option to Renew (Modified)**

At the end of the initial term, and at the end of each renewal term, this Contract shall automatically renew for a period of 1-year, unless Contractor receives notice that the state elects not to renew the Contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on Page Two.

### **F.3 Conference – Pre-Performance (JAN 2006)**

Unless waived by the Procurement Officer, a pre-performance conference between the Contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the Contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful Contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1].

### **F.4 Deliverables**

Deliverables are described in Attachment F, Exhibit 3.1 (Service Level and Deliverable Matrix).

**F.5 Notice Regarding Late Delivery:** Acceptance review process and period set forth in Section 2.5 of Exhibit 1.4 (General Provisions).

**F.6 Acceptance:** Has the meaning given in Section 2.5 of Exhibit 1.4 (General Provisions).

### **F.7 State Property**

All deliverables become the property of the State.

### **F.8 State Comments and/or Approvals**

Requirements for review and acceptance of Deliverables are specified in Attachment F, Exhibit 1.4 (General Provisions) Section 2.5 Acceptance.

## **F.9 Key Personnel**

Requirements for key personnel are specified in Attachment F, **Exhibit 1.4 (General Provisions)**, Section 6.1 Key Personnel.

## **F.10 Agency Business Hours**

The Agency's Business Hours are 8:30 am to 5:00 pm, Monday – Friday, except State holidays. The Contractor shall coordinate work hours at government facilities with the Admin Program Manager. The Contractor shall not perform work at government facilities on holidays or other non-business days without prior approval of the Admin Program Manager.

In coordination with the Admin Program Manager, work plan schedules should take into consideration agency business hours in regard to scheduling and performance of work by the State and by the Contractor when working at the Admin Facilities.

## **F.11 Notice Regarding Late Delivery**

In the event the Contractor anticipates that it will not be able to meet any delivery and/or performance requirements identified in order, it shall immediately notify the Program Manager orally and in writing giving pertinent rationale and proposed corrective action(s).

## **G. CONTRACT ADMINISTRATION DATA**

### **G.1 Procurement Officer's Authority**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only State official authorized to bind the State with regard to this procurement or the resulting contract.

### **G.2 Invoicing Instructions**

Invoicing instructions are set forth in Section 1.2 of **Exhibit 4.0 (Business Model)**.

### **G.3 Other.**

Reporting requirements are set forth in Section 6.17 of **Exhibit 2.1 (SCEIS Modernization Services SOW)** and **Exhibit 3.3 (Reports)**.

## **H. SPECIAL CONTRACT REQUIREMENTS**

### **Offshore Contracting Prohibited**

No part of the resulting contract from this Solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

## **Part 2-Contract Clauses**

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### **I. MANDATORY CONTRACT CLAUSES**

#### **I.1 Mandatory Clauses – State**

##### **Definitions**

Except as modified herein, terms shall have the meanings ascribed to them in Section 11-35-310.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

COMMERCIAL SUPPLIER AGREEMENTS means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of “commercial product” set forth in S.C. Code Ann. § 11-35-1410 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies (a) regardless of the format or style of the document (for example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order); (b) regardless of the media or delivery mechanism used (for example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction).

CONTRACT means the agreement between the State and the Contractor resulting from this Solicitation.

CONTRACTOR means the Offeror awarded the Contract.

COVER PAGE means Section A of the Contract, signed by the Contractor.

IN WRITING, WRITING, or WRITTEN means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

PAGE TWO means the second page of Section A of the Contract, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Contractor.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [§ 11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this Solicitation.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

## **Assignment, Novation, and Change of Name, Identity, or Structure**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, Contractor may assign monies receivable under the Contract provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made.

(b) If Contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, Contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

## **Choice-Of-Law**

The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term “Contract” means any transaction or agreement arising out of, relating to, or contemplated by the Solicitation.

## **Commercial Supplier Agreements – Unauthorized Obligations**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this Contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the State to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability, the following shall govern: (1) Any such language, provision, or clause is unenforceable against the State. (2) Neither the State nor any State-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the State or any State-authorized end user to such clause. (3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the State that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.



## Commercial Supplier Agreements – Unenforceable Clauses

(a) When any supply or service acquired under this Contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement: Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the State, the following shall apply:

(1) *Applicability.* This agreement is a part of a contract between the commercial supplier and the State for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders).

(2) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a State employee or person acting on behalf of the State in his or her personal capacity.

(3) *Law and disputes.* This agreement is governed by South Carolina law. (i) Any language purporting to subject the State to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, is hereby deleted. (ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable State law is hereby deleted. (iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable State law in relation to a dispute is hereby deleted.

(4) *Continued performance.* The Service Provider or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the State except as allowed by this contract. If the Service Provider or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws while continuing performance.

(5) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the State only when explicitly provided by statute (e.g., Title 15, Chapter 77, Article 5 of the South Carolina Code of Laws).

(6) *Updating terms.* (A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as: (i) terms that change State rights or obligations; (ii) terms that increase State prices; (iii) terms that decrease overall level of service; or (iv) terms that limit any other State right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract by change order.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the State, and the State shall not be deemed to have consented to them.

(7) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by the procurement officer.

(8) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that any legal representation of the State is subject to Title 1, Chapter 7 of the South Carolina Code of Laws.

(9) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any

resulting invoice must comply with the proper invoicing requirements specified in the underlying State contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with the Disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the State.

(10) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the State's prior approval, except as expressly permitted under the clause titled "Assignment, Novation, and Change of Name, Identity, or Structure."

(11) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "Confidential Information." Notwithstanding anything in this agreement to the contrary, the State may retain any Confidential Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of this agreement.

(b) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (a), the language, provisions, or clause of paragraph (a) shall prevail to the extent of such inconsistency.

## **Contract - Order of Precedence – Integration**

(a) Contract. Any contract resulting from this solicitation shall consist of (1) Parts 1, 2, and 3 of the Uniform Contract Format as described in the Table of Contents on the Cover Page; (2) any attachments identified as contract documents in Section J.1 or specifically incorporated into the contract by reference; (3) Section K and any accompanying explanation as executed and submitted by the Contractor; and (4) any purchase order(s).

(b) Precedence. Except as follows, these documents shall be read to be consistent and complementary. Part 2 shall be given full effect prior to the application of any other term in the contract, and to the extent of any inconsistency or conflict, the terms in Part 2 take precedence over any similar terms in the contract. Within Part 2, Sections I.1 and I.2 shall be given full effect prior to the application of Sections I.3 and I.4, and to the extent of any inconsistency, Sections I.1 and I.2 take precedence over Sections I.3 and I.4.

(c) Integration. Documents (1) through (3) above constitute the entire Contract between the parties and supersede all other prior or contemporaneous agreements, representations, or discussions, whether oral or written. These documents shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or Commercial Supplier Agreement. Except as otherwise allowed by this Contract, the terms and conditions of all such documents shall be void and of no effect. If the Contract allows the use of any Commercial Supplier Agreements, such agreements shall be deemed modified and amended by the clauses titled "Commercial Supplier Agreements – Unauthorized Obligations" and "Commercial Supplier Agreements – Unenforceable Clauses."

(d) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

## **Contract Awarded Pursuant to Code**

This contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

## **Disputes**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any contract, transaction or agreement arising out of, relating to, or contemplated by the Solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on the Signature Page(s) or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

## **Equal Opportunity**

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.

## **Illegal Immigration**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) You 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.

## **Incorporation by Reference of Representations and Certifications**

The Contractor's representations and certifications, including those in Section K and any accompanying explanation, are incorporated by reference into the contract.

## **Open Trade**

During the contract term, including any renewals or extensions, Contractor will not engage 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 S. C. Code § 11-35-5300.

## **Organizational Conflict of Interest**

(a) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing 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) Remedies - The Procurement Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, debar the Contractor for State contracting, or pursue such other remedies as may be permitted by law or this contract.

(c) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

## **Payment and Interest**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code § 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by

either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

## **Pricing Data- Audit – Inspection**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

## **Termination Due to Unavailability of Funds**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

## **I.2 Mandatory Clauses – Funding Related**

To the extent of any inconsistency or conflict, Section I.1 takes precedence over any similar terms in this Section I.2.

### **I.3 Mandatory Clauses - Other**

Mandatory Clauses are set forth in **Exhibit 1.4 (General Provisions)**

To the extent of any inconsistency or conflict, Sections I.1 and I.2 take precedence over any similar terms in this Section I.3.

### **I.4 Negotiated Terms and Conditions**

To the extent of any inconsistency or conflict, Sections I.1, I.2, and I.3 take precedence over any similar terms in this Section I.4.

The Negotiated Terms and Conditions set forth in Attachment I.4 are incorporated herein by reference.

## **Part 3-List of Documents, Exhibits, and Other Attachments**

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### **J. LIST OF ATTACHMENTS**

#### **J.1 Solicitation Exhibits Incorporated into Final Contract**

Attachment B, Pricing Structure, consisting of the following exhibits:

- Exhibit 4.0 – Business Model
- Exhibit 4.1 – Pricing Structure
- Exhibit 4.2 – Financial Responsibility Matrix
- Exhibit 4.3 – Form of Invoice
- Exhibit 4.4 – In-Flight Projects
- Exhibit 4.5 – Skill Set Descriptions

Attachment C – Statement of Work, consisting of the following exhibits:

- Exhibit 1.1 - Definitions
- Exhibit 1.2 - Governance Model
- Exhibit 1.3 - Service Management Manual
- Exhibit 1.4 - General Provisions
  - Attachment A – Form of Non-Disclosure
  - Attachment G – Form of Source Code Escrow
  - Attachment H – Form of Work Order
- Exhibit 2.0 - Service Model
- Exhibit 2.1 – SCEIS Modernization Services Statement of Work
- Exhibit 2.2 – SCEIS Modernization Services Solution
- Exhibit 2.3 – Key Personnel

Attachment F – Deliverables, consisting of the following exhibits:

- Exhibit 3.0 - Performance Model
- Exhibit 3.1 – Service Level and Deliverable Matrix
- Exhibit 3.2. – Service Level Definitions
- Exhibit 3.3 –Reports
- Exhibit 3.4 – Customer Satisfaction

Attachment I – General Provisions - Special

Attachment K –Representations, certifications and other statements by Offerors

## **J.2 Solicitation Exhibits Not Incorporated into Final Contract**

J.2.1. Exception to Requirements

J.2.2. Offer Qualifications

J.2.3. Offeror Experience

J.2.4. Offeror References

J.2.5. Cancelled Contracts

J.2.6 OSP Non-Disclosure Agreements

J.2.7. Service Provider Security Assessment Questionnaire



## **Part 4-Representations and Instructions**

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### **K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

Attachment K - Representations, certifications, and other statements of Offerors is a separate document.

### **L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

#### **L.1 Description, Background and Objective**

This Contract is established to transform and run the state's Enterprise Information System.

The Solicitation follows the Uniform Contract Format which includes four parts. Part 1 is the Schedule and includes eight sections:

- Section A - Cover Page and page 2
- Section B – Supplies or Services and prices/ costs
- Section C – Description/ specifications/ statement of work
- Section D – Packaging and marking
- Section E – Inspection and acceptance
- Section F – Deliveries or performance
- Section G – Contract administration data
- Section H – Special contract requirements

Part 2 includes Section I – Contract clauses.

Part 3 includes Section J – List of Attachments.

Part 4 includes three sections:

- Section K - Representations, certifications, and other statements of Offerors
- Section L – Instructions, conditions, and notices to Offerors
- Section M – Evaluation factors for award

This acquisition process will be conducted using the competitive negotiation source selection method in accordance with S.C. Code § 11-35-1535 and R. 19-445.2099. Several aspects of competitive negotiation warrant highlighting.

- An Offeror may withdraw its proposal at any time prior to award. See section 0.
- After initial evaluation of all proposals the Procurement Officer will establish a competitive range of the most promising proposals. See section M.2.
- The State will attempt to negotiate complete contracts with Offerors selected to the competitive range. See section 0

- At the conclusion of negotiations, the State will invite Offerors remaining in the competitive range to submit best and final offers. See section 0.
- The State will award a Contract to the Offeror whose final revised proposal represents the best value for the government. See section 0.
- After award the Procurement Officer will assemble all contract documents and provide a signed copy of the Contract to the successful Offeror. See section L.5.

## Background

During the period of 2007 through 2010, the state implemented the SAP enterprise resource planning (ERP) system known as the South Carolina Enterprise Information System (SCEIS) for all administrative functions within all state agencies. The implementation eliminated nearly 170 outdated legacy systems used by 70+ state agencies. Functions performed using the SAP ERP system include finance and accounting, grants management, procurement (solicitations and vendor registration/bids), asset management, human resources, payroll, time and leave management, treasury management, and year-end CAFR reports. In addition to the core functionalities initially implemented, the SCEIS staff has implemented several enhanced functionalities to include the real estate management and plant maintenance modules, sales and distribution module, enhanced employee self-service and management self-service modules, and the SuccessFactors learning management and performance management system.

The SCEIS system has provided many benefits to individual agencies, central state agencies, as well as the executive and legislative branches. As stated, the SCEIS system addresses all core business functions for 70+ state agencies via a fully integrated central system. Nearly 49,000 state employees use the system to enter time, leave requests, view paystubs, leave balances, and complete training via the SCEIS Central module. Managers approve time and leave, monitor employees' leave balances and training via the SCEIS Central module. SCEIS has also increased accountability and transparency for state government. State leadership, the Inspector General, and the State Auditors Offices have immediate access to agencies' financial, procurement, and HR data. SCEIS provides the State the ability to have shared services as agencies are on a common, central platform. The Comptroller General's Office is able to review and approve financial transactions more efficiently and is better able to complete the state's Comprehensive Annual Financial Report (CAFR) timely and accurately. The State Treasurer's Office can manage cash and investments efficiently and effectively.

The current SAP ERP system is an on-premise system that uses a database, such as Oracle, IBM, SQL, etc. to store tables and data. The new S/4HANA system will operate in an advanced cloud infrastructure with updated application security to further protect the state's data. The cloud infrastructure will be managed by a third-party provider. The S/4HANA platform provides real-time reporting and analytics for on demand information. The new platform also has capabilities to provide a modern user interface that is more in line with the skills of the emerging workforce.

This procurement to modernize SCEIS is necessary because the current SAP system reaches end-of-life in 2027 and SAP will no longer support the current system after that time. This procurement will acquire services from one service provider to assist the state with:

1. The migration of the existing SAP system to the next generation SAP platform (S/4HANA) in a cloud infrastructure,
2. The setup and ongoing management of the cloud infrastructure, and
3. Provide optional ongoing application development and maintenance services for SAP and other ERP-related applications.

## Vision and Desired Outcomes

### L.1.1.1 Vision:

The vision for the SCEIS Modernization program is to create an updated and expanded ERP platform (applications and infrastructure) with SAP S/4HANA as the core that is secure, comprehensive, user-friendly, reliable, integrated, and maintainable.

### L.1.1.2 Desired Outcomes:

1. Customer Satisfaction
  - a. The updated solutions are more automated, intuitive, accessible, and functional.
  - b. An implementation process that is efficient, not disruptive, aligned with expectations, and collaborative.
  - c. Strong relationships and collaboration with Customers and Agencies.
2. Modernized Platform
  - a. The applications and supporting infrastructure are secure and compliant in design and operation.
  - b. The updated and expanded solutions are based on new capabilities and technologies that are reliable, efficient, flexible, and supportable.
3. Optimized Operations
  - a. Admin SCEIS resources continue to focus on customers, business processes, strategy, architecture, applications and sourcing management.
  - b. Modernization partner driving migration from ECC to S/4 HANA hosted in public cloud.
  - c. Admin operations evolves over time to support platform on SAP SaaS service offering.
4. Performance to Plan
  - a. The solutions are delivered per the approved plans: objectives, scope, financials, and timing.

## L.2 Instructions to Offerors

### Definitions (MODIFIED)

Except as modified herein, terms shall have the meanings ascribed to them in Section 11-35-410.

AMENDMENT means a document issued to supplement the original Solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

CLARIFICATION means any communication in which the procurement officer requests or accepts information that clarifies any information in a Proposal. Clarification does not include the request for or acceptance of any change to the terms of a contractual offer.

COMMERCIAL SUPPLIER AGREEMENTS means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of “commercial product” set forth in S.C. Code § 11-35-1410 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies (a) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order; (b) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

COMPETITIVE RANGE means the Offeror or group of Offerors selected for negotiation.

CONTRACT means the agreement between the State and the Service Provider resulting from this solicitation.

CONTRACTOR means the Offeror receiving an award as a result of this Solicitation.

COVER PAGE means the top page of the original Solicitation on which the Solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DEFICIENCY means any term of an offer that does not conform to a material requirement of a Solicitation. A material requirement is one that affects the price, quantity, quality, delivery, or other performance obligations of the contract.

IN WRITING, WRITING, or WRITTEN means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

NEGOTIATIONS means any communication that invites or permits an Offeror to change the terms of its contractual offer in any way. Negotiation does not include communications involving (i) information that is necessary to understand an offer, but that does not change any text or graphics in the offer, (ii) information about the Offeror, or (iii) any other information that will not bind the parties upon acceptance of an offer.

OFFER means those portions of a Proposal that constitute a written promise or set of promises to act or refrain from acting in a specified way, so made as to manifest a commitment to be bound by those promises upon acceptance by the State. Offer does not include mere descriptions of approaches, plans, intentions, opinions, predictions, or estimates; statements that describe the Offeror’s organization or capability; or any other statements that do not make a definite and firm commitment to act or refrain from acting in a specified way.

OFFEROR means the single legal entity submitting the Proposal. See bidding provisions entitled “Signing Your Proposal” and “Proposal As Offer To Contract.”

PAGE TWO means the second page of the original Solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

PROPOSAL means the information submitted to the State in response to a request for Proposals. The information in a Proposal includes (i) the offer, (ii) information explaining the offer, (iii) information about the Offeror, and (iv) any other information that is relevant to source selection decision making.

PROPOSAL MODIFICATION is a change made to a Proposal before the Solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

PROPOSAL REVISION is a change to a Proposal made after the Solicitation closing date, at the request of or as allowed by the Procurement Officer as the result of negotiations.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Term Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [§ 11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this Solicitation.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

### Alternative Line Item Proposal

(a) The State recognizes that the line items established in this solicitation may not conform to the Offeror’s practices. Failure to correct these issues can result in difficulties in Acceptance of Deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting Contract is economically and administratively advantageous to the State and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items. However, Acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the State. Offers that do not comply with the line items specified in this solicitation may be determined to be unacceptable.

### Amendments to Solicitation (MODIFIED)

(a) The Solicitation may be amended in accordance with Section 11-35-1535(D) and Reg. 19-445.2099D(2). All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Prior to opening, 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.

### Authority as Procurement Agent (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

### Award Notification (MODIFIED)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

### Bid in English and Dollars (MODIFIED)

Proposals submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

### Code of Laws Available (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

### Conference - Pre-Bid/Proposal (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: Dec 5, 2023 at 10:00 a.m.

Location of Pre-Bid/Proposal Conference: Virtual Conference  
Contact the Procurement Officer for Access

Due to the importance of all Offerors having a clear understanding of the specifications and requirements of this Solicitation, a conference of potential Offerors will be held on the date specified on the cover page. Bring a copy of the Solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the Solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of



successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

## Contents of Proposal (RFP) (MODIFIED)

- (a) Proposals should be complete and carefully worded and should convey all of the information requested.
- (b) Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your Proposal must be divided into three parts, the administrative proposal, technical proposal and the financial proposal. Each part should be bound in a single volume.
- (d) Your Proposal must include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the Solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- (e) Unless otherwise specified in the Solicitation, the Offeror may propose to provide any item or combination of items.
- (f) Offerors may submit Proposals that depart from stated requirements. Such Proposals shall clearly identify why the acceptance of the Proposal would be advantageous to the State. Any deviations from the terms and conditions of the Solicitation, as well as the comparative advantage to the State, shall be clearly identified and explicitly defined. The State reserves the right to amend the Solicitation to allow all Offerors an opportunity to submit revised Proposals based on the revised requirements.

## Contract Award – Competitive Negotiations

- (1) The State intends to award a contract resulting from this Solicitation to the responsible Offeror whose Proposal represents the best value after evaluation in accordance with the factors and subfactors in the Solicitation.
- (2) The State may reject any or all Proposals if such action is in the State's interest.
- (3) The State may waive informalities and minor irregularities in Proposals received.
- (4) The State intends to evaluate Proposals and award a contract after conducting negotiations with Offerors whose Proposals have been determined to be within the competitive range. If the Procurement Officer determines that the number of Proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Procurement Officer may limit the number of Proposals in the competitive range to the greatest number that will permit an efficient competition among the most promising Proposals. Therefore, the Offeror's initial Proposal should contain the Offeror's best terms from a price and technical standpoint.
- (5) The State reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the Proposal.
- (6) The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so.

(7) Exchanges with Offerors after receipt of a Proposal do not constitute a rejection or counteroffer by the State.

(8) The State may determine that a Proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A Proposal may be rejected if the Procurement Officer determines that the lack of balance poses an unacceptable risk to the State.

(9) If a cost realism analysis is performed, cost realism may be considered by the Procurement Officer in evaluating performance or schedule risk.

(10) A written award or acceptance of Proposal mailed or otherwise furnished to the successful Offeror within the time specified in the Proposal shall result in a binding contract without further action by either party.

### Deadline for Submission of Proposal (MODIFIED)

Any Proposal received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the Proposal has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)]

### Disclosure of Your Proposal & Submitting Confidential Data [FEB 2021]

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any Solicitation or other request must "comply with instructions provided in the Solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public."

**IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

(b) By submitting a response to this Solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this Solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your Offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, Proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page.



The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words “TRADE SECRET” every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected”. By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected”. (All references to S.C. Code of Laws.) [02-2A125-3]

### Electronic Copies - Required Media and Format (MODIFIED)

Unless specifically instructed otherwise in the solicitation, you should submit your Proposal or modification in accordance with the clause titled “ON-LINE BIDDING INSTRUCTIONS.” If you must submit an electronic copy other than by using SCEIS, the following instructions apply. An electronic copy or copies must be submitted on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the Offeror’s name, and specify whether its contents address the technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original proposal. File format shall be compatible with Microsoft Office (version 2003 or later). The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Submit your electronic copies to the following address: State Fiscal Accountability Authority, 1201 Main Street, Suite 600, Columbia SC 29201.

### Omit Taxes from Price (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## On-Line Bidding Instructions (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled “VENDOR REGISTRATION MANDATORY.”

(b) Steps for On-Line Bidding

1 The link provided on the Solicitation’s Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading “Submitting Offers.”

3 Confirm your offer has a status of “submitted” by refreshing the “RFx and Auctions” screen.

a. Only offers with a status of “submitted” have been received by the State.

b. Offers with a status of “saved” have not been received.

4 Save or print a copy of your offer using the “Print Preview” button after your offer has been submitted.

If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001, Select Option 1, then Option 1. The SCEIS Help Desk is available Monday – Friday 8:00 AM – 4:30 PM. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your offer online well before the offer opening date and time.

## Opening Proposals -- Information Not Divulged (Modified)

In competitive negotiations, neither the number or identity of Offerors nor prices will be divulged at opening. [Section 11-35-1535 & R. 19-445.2099A(1) and 19-445.2095C(1)]

## 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]

## Proposal Acceptance Period (MODIFIED)

In order to withdraw Your Proposal after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

## Proposal as Offer to Contract (MODIFIED)

By submitting Your Proposal, you are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the

Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

### 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]

### Protest - CPO - ITMO Address (MODIFIED)

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

(a) by email to [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov) , or

(b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-1]

### Public Opening (MODIFIED)

Proposals will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

### 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](http://procurement.sc.gov), link to “Standard Clauses & Provisions.” [05-5005-2]

## Qualifications - Special Standards of Responsibility (MODIFIED)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

1. Offeror has not, within a three (3) year period preceding this RFP, had one or more public sector (federal, state, or local government) engagements for similar services stated in **Exhibit 2.1 (SCEIS Modernization Statement of Work)**, terminated for cause.
2. Offeror must have three (3) or more years' experience in the public sector (federal, state, or local government) providing similar services in an On-Shore delivery model as stated in **Exhibit 2.1 (SCEIS Modernization Statement of Work)**.
3. The Offeror must have entered into at least two (2) similar major projects within the last six (6) years where the following is true:
  - a. The annual contract value was at least \$4,000,000.
  - b. The Offeror was the prime contractor.

(b) Using Attachment 02 (Offeror Qualifications) provide a detailed, narrative statement with adequate information to establish that you meet all three requirements stated above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]

## 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. 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]

## RFP Data Room

To aid Offerors in preparing to respond to this procurement, a digital data room has been created. Offerors may request access to the digital data room by submitting a signed Exhibit J.2.6 (OSP Non-Disclosure Agreement) to the Procurement Officer for this Solicitation.

The State will continue to add information to the digital data room throughout this procurement. It is the Offeror's responsibility to regularly monitor the digital data room for new information. Check the <http://www.procurement.sc.gov> regularly to avoid missing important procurement related

information.

The State makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP, its Exhibits and Attachments, and in the digital data room. The Offeror is responsible for making its own evaluation of information and data contained in this RFP and in preparing and submitting its Proposal.

### Signing Your Proposal (MODIFIED)

Every Proposal must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Proposal must be signed by that individual. If the Offeror is an individual doing business as a firm, the Proposal must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Proposal must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Proposal must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) A Proposal may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Proposal must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If a Proposal is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Proposal must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

### State Office Closings (MODIFIED)

If an emergency or unanticipated event interrupts normal government processes so that Proposals cannot be received at the government office designated for receipt of Proposals by the exact time specified in the Solicitation, the time specified for receipt of Proposals will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to establish a new Solicitation closing date and time. If state offices are closed at the time a pre-Proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org>

### Submitting a Paper Offer or Modification (MAR 2015)

Unless specifically instructed otherwise in the Solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the Solicitation document itself (including bid schedule). (b) (1) All copies of the Offer or modification, and any other documents required to be submitted with the Offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your Offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the Solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or

special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one Solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### Tax Credit for Subcontracting with Disadvantaged Small Businesses (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that Subcontractor for work pursuant to the contract. The Subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the Subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the Subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the Subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding Subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

### Vendor Registration Mandatory (MODIFIED)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue.

### Withdrawal, Modification, Revision, or Correction of Proposal (MODIFIED)

- (a) Proposals may be withdrawn by written notice received at any time before award. Withdrawals are effective upon receipt of notice by the Procurement Officer. If the Solicitation authorizes facsimile Proposals, Proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by an Offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal before award.
- (b) Offerors may submit modifications to their Proposals at any time before the Solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (c) Offerors may submit revised Proposals only if requested or allowed by the Procurement Officer.



## Schedule of Events

It is SFAAs intention to comply with the following schedule for this RFP. These dates represent a tentative schedule of events. SFAA reserves the right to modify these dates at any time. Prospective Offerors will be notified of modifications to the schedule via <http://www.procurement.sc.gov>.

<b>Activity</b>	<b>Date</b>
RFP issued	November 27, 2023
Pre-Bid/Proposal Conference	December 5, 2023
Deadlines for submission of written questions and request for clarification	December 15, 2023, 2:00 p.m.
Deadline for submitting Response	January 29, 2024, 11:00 a.m.
Proposal Evaluation	February 2024
Pre-Negotiation Session	March – April 2024
Amended Response and Due Diligence	April – June 2024
Negotiations	July – August 2024
Award Posting	September 2024

### L.3 Information for Offerors to submit

#### Information for Offerors to Submit - General (MODIFIED)

You shall submit a signed Cover Page and Page Two. If you submit your Offer electronically, you must upload an image of a signed Cover Page and Page Two. Your Offer should include all other information and documents requested in this Section L and in any appropriate attachments addressed in Section J, Attachments to Solicitation. Without limiting the foregoing, you must submit a signed Section K (Representations, certifications, and other statements of offerors) together with a separate signed statement explaining any representation you are unable to make or any response that is qualified in any way. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

#### Proposal Preparation

The State has provided template documents for Offerors to complete as part of their response. For each of these documents included in the response, the Offeror should save the file with a Service Provider name identifier (e.g., "ABC\_") where "ABC" is a recognizable short acronym identifying the Offeror, followed by the Exhibit number. For example, ABC\_J.2.2. All files submitted by the Offeror must use the same identifier (e.g., only use ABC not variations such as AB, AB&C, Abc, ABnC, etc.).

Where no original file was provided (i.e., provided created documents), the Offeror shall save the file as "ABC\_Response\_document\_name".

For all files, the file name may not exceed 30 characters and the file size may not exceed 10 MB.

Your Proposal shall be evaluated strictly on the merit of the material submitted. No materials shall be incorporated by reference that are not included in the technical Proposal. Each Proposal Volume should stand alone.

The Proposal should be submitted in the following parts:

1. Administrative Response
2. Technical Response
3. Financial Response

## Proposal Format

The Proposal should be formatted on a standard 8 ½ x 11” page size, with no less than ½” margins and a font no smaller than 11-point. Each section of the document will have a specified maximum number of pages and recommendations for portions that can be included in an appendix and not counted toward the maximum page count.

## Technical Proposal-General Considerations

Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Offeror’s Proposal against the evaluation criteria. Proposals must clearly demonstrate how the Offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the Solicitation are not desired.

The Offerors shall describe their proposed approach, as appropriate, through the use of graphs, charts, diagrams and narrative, in sufficient detail for the State to understand and evaluate the nature of the approach. In its evaluation, the State will consider the degree of substantiation of the proposed approaches in the Proposal volumes and in response to any discussions if held.

The technical Proposal should clearly present the Offeror’s capability to implement the system and related services. Therefore, the Proposal must present sufficient information to reflect a thorough understanding of the system requirements and a detailed approach to achieve the objectives and requirements of the Statement of Work (SOW). Offeror is asked not to merely paraphrase the requirements of the State’s statement of work or parts thereof or use of such phrases as “will comply” or “standard techniques will be employed”. The technical proposal must include a detailed description of the techniques and procedures to be employed in achieving the proposed end results in compliance with the Statement of Work (SOW) incorporated herein. In addition, this Section will include the Offeror’s outline, addressing the business/management aspects of this procurement, the resources the Offeror will use and how the Offeror will use them. These detailed descriptions must be cross-referenced to the appropriate section(s) of the SOW. As applicable, please state facts quantitatively wherever possible, with charts, lists, matrices, tabulations, etc.

In addition, technical proposal will include the offeror’s minimum labor description including skills and abilities for each labor category.

Please review Proposal to assure you have considered the following:

1. Proposal does not contain extraneous, repetitious, or wordy submissions are not desired and could result in lower ratings.
2. Take care to proofread the Proposal. Typographical, grammatical, and spelling errors reflect poorly on quality control abilities and could result in lower ratings.



3. Do not simply rephrase or restate the State’s requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements.
4. Do not rely on past performance as convincing rationale to address how the Offeror intends to meet the requirements.
5. Assume that the State has no prior knowledge of the Offeror’s capabilities and experience. The State will base its evaluation only on the information presented in the Offeror’s Proposal.

## Past Performance

Consider whether your acquisition has additional specific requirements other than questionnaires, like references, other project experience, etc., for evaluating past performance. Describe those requirements in this section 0.

### L.3.1.1 Questionnaires.

The generic instructions in this section 0 presume that you will require offerors to ask customers to complete and return questionnaires to the State.

## RFP Table of Documents

The table of documents herein indicates the documents included in or otherwise associated with the RFP and how Offerors shall respond to those documents.

<b>RFP Reference</b>	<b>Description</b>	<b>Response Request</b>
Executive Summary	The Offeror shall demonstrate its understanding of Admin and Admin’s procurement objectives. Maximum of three (3) pages.	Offeror Created
Exhibit 1.4, Attachment A – Form of Non-Disclosure	Non-Disclosure Agreement for use after Contract Award when an independent Third Party is required (e.g., Benchmarking).	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Exhibit 1.4, Attachment G – Form of Source Code Escrow	Framework for establishing Source Code Escrow requirements.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Exhibit 1.4, Attachment H – Form of Work Order	Framework for establishing Work Orders.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment 02 – Offeror Qualifications	Offeror must clearly state how it meets each of the minimum qualifications / requirements.	Respond via Template
Attachment J.2.3 – Offeror Experience	Offeror shall summarize its business experience providing the Services described in this RFP.	Respond via Template
Attachment 0 – Offeror Reference	Offeror shall provide at least three (3) references for which the Offeror provided services of the nature described herein as the prime vendor.	Respond via Template

<b>RFP Reference</b>	<b>Description</b>	<b>Response Request</b>
Attachment 05 – Cancelled Contracts	Offeror shall provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past six (6) years.	Respond via Template
Attachment I – General Provisions – Special	The State proposes to include all the following terms in any contract resulting from this Solicitation.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment 06 – OSP Non-Disclosure Form	Offerors to complete in order to request access to the Digital Data Room.	Respond via Template
Section K – Representations	Representations, certifications, and other statements of Offerors.	Respond via Template
Attachment C, Exhibit 1.1 – Definitions	Glossary of defined terms used throughout Attachment C	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment C, Exhibit 1.2 – Governance Model	Describes the service governance model including committees, roles & responsibilities, and issue management.	No Response Required
Attachment C, Exhibit 1.3 – Service Management Manual (SMM)	Outline of Service Management Manual and timing for establishment and ownership of sections.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment C, Exhibit 1.4 – General Provisions	General commercial terms and conditions for the Services within the Contract.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment C, Exhibit 2.0 – Service Model	Statements of Work and Solution Documents; umbrella document referencing all Exhibits to Exhibit 2.	No Response Required
Attachment C, Exhibit 2.1 – SCEIS Modernization Services Statement of Work	Sets forth the Platform Services functional requirements, including cloud compute support, storage, database, and network; the Cross-functional service requirements (e.g., Service Management, Marketplace, and Business Management functions); the SCEIS Transformation Project (S/4 HANA Migration) execution; and the optional Managed Application Services functional requirements, including Application Support and Break-Fix, SAP functional support, Customizations and Enhancements, Application Project Work.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment C, Exhibit 2.2 – SCEIS Modernization Services Solution	Services Solution Document	Respond via Template
Attachment C, Exhibit 2.3 – Key Personnel	Offeror to include their Organization Chart, Key Personnel, Key Personnel Resumes, and Subcontract information.	Respond via Template

<b>RFP Reference</b>	<b>Description</b>	<b>Response Request</b>
Attachment F, Exhibit 3.0 – Performance Model	Methodology for monitoring, reporting, and improving the delivery of the Services.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment F, Exhibit 3.1 – Service Level Matrix	Matrix that summarizes Service Level and Deliverable categories, expectations, credit applications, and narrative description of One-Time and Recurring Deliverables.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment F, Exhibit 3.2.1 – Service Level Definitions	Detailed description of each Service Level including metric descriptions, inclusions, exclusions, frequency of measurements, algorithm to calculate, data source, tools, and expectations.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment F, Exhibit 3.3 – Description of Reports	Requirements for providing reports. Summary description of the format, content, and frequency of key reports required.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment B, Exhibit 4.0 – Business Model	Methodology for calculating the Charges for the Services, charge categories, resource unit definitions, and financial provisions.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment B, Exhibit 4.1 – Pricing Structure	Pricing forms including resource unit volumes, unit rates, fixed charges, transition costs, schedules of third-party contracts and assets to be supported.	Respond via template
Attachment B, Exhibit 4.2 – Financial Responsibility Matrix	Matrix allocating financial and operational responsibility for various resources, assets (facilities, equipment, software), personnel and activities.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment B, Exhibit 4.3 – Form of Invoice	Required information for monthly invoice purposes.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment B, Exhibit 4.4 – In-Flight Projects	Provides a list of projects underway during the transition period.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content
Attachment B, Exhibit 4.5 – Skill Set Descriptions	Sets forth the skill set descriptions that are applicable to labor categories established in the Rate Card.	Respond via <b><u>Attachment 0 (Exception to Requirements)</u></b> , as appropriate or acceptance of content

### L.3.1.2 Administrative Response

<b>RFP Reference</b>	<b>Maximum Page Count</b>	<b>Document Name</b>
Attachment 01	Please Limit	Exception to Requirements
Attachment J.2.2	10	Offeror Qualifications
Attachment J.2.3	10	Offeror Experience
Attachment J.2.4	3	Offeror References
Attachment J.2.5	Template	Canceled Contracts
Section K	Template	Representations, certifications, and other statement
Section 0, Information for Offerors to Submit – General		Insurance Policy Summary
Solicitation 5400026039 Cover Page and Page 2		Solicitation 5400026039

### L.3.1.3 Technical Response

<b>RFP Attachment C Reference</b>	<b>Maximum Page Count</b>	<b>Document Name</b>
Executive Summary	3	Executive Summary
Exhibit 2.2	120	SCEIS Modernization Services Solution
Exhibit 2.3	4	Key Personnel
Exhibit J.2.7 – Service Provider Security Assessment Questionnaire	Template	Service Provider Security Assessment Questionnaire

### L.3.1.4 Financial Response

<b>RFP Attachment C Reference</b>	<b>Maximum Page Count</b>	<b>Document Name</b>
Exhibit 4.1	Template	Pricing Structure

### L.3.1.5 Proposed Contract

The State intends to negotiate a complete contract with each offeror selected for the competitive range. The contract will follow the Uniform Contract Format. The offeror shall submit the following elements of the Schedule it proposes to include in the contract.

- L.3.1.5.1 Proposed Contract Terms **Attachment I.4 (Negotiated Terms and Conditions)** with any modifications proposed by the offeror in accordance with section 0.

- L.3.1.5.2 **Exhibit 2.2 (SCEIS Modernization Services Solution)** document response required to implement the offeror's proposed solution (Section C.1).
- L.3.1.5.3 a description and schedule of Deliverables (Section F.4).

#### Past Performance

- L.3.1.6 Questionnaires. It is the Offeror's responsibility to send past performance questionnaires to its customers and ensure they are submitted to the point for receipt of Proposals no later than the date for receipt of proposals. Past Performance questionnaires (sealed or unsealed) may be submitted with the Offeror's proposal or submitted under separate cover by the respondent to the point for receipt of proposals. Past performance questionnaires do not count towards the proposal page count limitation.

#### Pricing Instructions

Complete Attachment B.

### **L.4 Mandatory and Proposed Government Contract Clauses**

**Mandatory.** The clauses appearing in Part 2 of the Solicitation are mandatory, will be included in any contract resulting from this Solicitation, and may be modified only by an Amendment to the Solicitation. Failure to unconditionally agree to these clauses constitutes a Deficiency. Clauses will not be added to Part 2 other than by amendment, except for incorporation of negotiated terms after award into section I.4.

**Proposed Contract Terms.** **Attachment I.4 (Negotiated Terms and Conditions)** appears in Part 3, Section J.1. The State proposes to include all the clauses in Attachment I.4 in any contract resulting from this Solicitation. Modification of these clauses does not require an Amendment to the Solicitation. You may state an exception to any clause in **Attachment I.4 (Negotiated Terms and Conditions)** using Exhibit J.2.1. Offerors should note that the State expects each Offeror to comply with the requirements of this RFP as written, and to price its Response accordingly. The State strongly discourages any Offeror from indicating that it does not agree or does not comply with a provision because the Offeror is unwilling to price it (for risk, liability, or any other reason). If you do so, you must:

- a. Identify the term(s) on an attachment to your Proposal;
- b. Explain why you take exception to the State's language;
- c. Indicate what change or alternative language you propose;
- d. Clearly identify why the acceptance of your change or alternative language would be advantageous to the State.

If you do not expressly identify and take exception to a particular clause, you acknowledge your acceptance of that term by signing the Cover Page. After award, clauses in Attachment I, with any negotiated changes, will be incorporated by reference into section I.4 of the contract.

## **L.5 Assembling Contract Documents**

After final award, the Procurement Officer will assemble all contract documents, sign Page Two on behalf of the Using Governmental Unit, and provide an executed copy to the Contractor.

Without limitation, and consistent with the clause titled Order of Precedence-Integration (May 2021), the assembled documents must include (1) Parts 1, 2, and 3 of the Uniform Contract Format; (2) any attachments identified as contract documents in Section J.1 or specifically incorporated into the contract by reference; and (3) Section K and any accompanying explanation as executed and submitted by the Contractor. Since Section K may contain confidential material relating to responsibility, it will not be physically attached to the contract nor produced in response to a public records request for the contract documents. Section K will be maintained in the procurement file. See S.C. Code § 11-65-1810(3). In assembling the documents, the Procurement Officer must integrate any revisions to the successful Proposal that constitute the Offer made during negotiations or as part of the final offer, as well as any amendment(s) to Parts 1, 2, and 3 of the Solicitation. The assembled documents are not to include any other portion of the Solicitation or Proposal.

## **M. EVALUATION FACTORS FOR AWARD**

### **M.1 Contract Award**

The Offeror's initial Offer should contain the Offeror's best terms from a price and technical standpoint. The State may reject any or all Offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. Notwithstanding any other language herein, this acquisition process will be conducted in accordance with S.C. Code Ann. § 11-35-1535 and R. 19-445.2099.

### **M.2 Competitive Range Determination**

Following evaluation of initial Proposals, the Procurement Officer shall establish a competitive range of the most promising proposals.

An Offeror may be eliminated from the competitive range if, after exchanges between the Offeror and the State, its Proposal is no longer among the most promising.

Offerors eliminated from the competition will be notified promptly.

### **M.3 Exchanges With Offerors**

The responsible Procurement Officer may conduct clarifications at any time prior to the award decision. Clarification means any communication in which the State requests or accepts information that clarifies any information in a Proposal. Clarification does not include the request or acceptance of any change to the terms of an offer.

The State intends to conduct negotiations with Offerors selected for the competitive range. Negotiation means any communication, oral or written, that invites or permits an Offeror to change any texts or graphics in the terms of its offer in any way. Negotiation does not include communications involving (i) information that is necessary to understand an offer, but that does not change any text or graphics in the offer, (ii) information about the Offeror, or (iii) any other information that will not bind the parties upon acceptance of an offer.

After conclusion of negotiations the State will request final proposal revisions from offerors remaining in the competitive range.

### **M.4 Source Selection**

The State will make award to the responsible Offeror whose final Proposal meets, in all material respects, the requirements announced in the Solicitation, as amended, and is determined in writing to provide the best value to the State, taking into consideration the evaluation factors set forth in the request for Proposals and, if price is an evaluation factor, any tradeoffs among price and non-price factors.

A tradeoff process among price and non-price factors shall be followed in order to ensure that the selected Offerors will provide the best value to the State. Offerors are cautioned that the

award may not necessarily be made to the lowest priced Offeror or to the highest technically-rated Offeror for Offerors remaining in the competitive range.

The State intends to make one single definitive contract award from this Solicitation.

## M.5 Technical Evaluation

The State will use the following criteria to evaluate Proposals:

No.	Evaluation Criteria and Sub-criteria	
<b>Quality of Solution</b>		
1	<p>Solution Clarity and Effectiveness.</p> <p>Overall Service Provider technical solution including clarity and comprehensiveness of technical approach and solution description, including details in the plan and approach that convey knowledge of the current environment and the applicability of the proposed solution to efficiently meeting State's requirements.</p>	<p>Exhibit 2.2 (SCEIS Modernization Solution)</p> <p>Transition Plan</p> <p>Transition Project Plan</p> <p>SCEIS Migration Work Order</p>
2	<p>Process Maturity and Completeness.</p> <p>Service Provider plans and approach for using industry standard and client-tested processes that demonstrate capability to institute complete, effective, mature, and efficient processes. This includes: SDLC processes and capabilities (e.g., Intake, Solutioning, Design, Automated Testing, etc.) ITIL compliant processes (e.g., incident, change, information security, asset management, etc.); Project Management discipline and accountability; and proven approaches to process documentation, maintenance, and adherence.</p>	
3	<p>Flexibility of Approach.</p> <p>Ability of the proposed solution to address both the enterprise objectives and the unique requirements of individual Consumers, while being able to adapt to the State's dynamic environment over time, including: Changing business needs (e.g., funding opportunity, approach to upgrade and currency, service evolution), changing operational needs (e.g., changes to tiers of service, changes to application portfolio), and work re-prioritization.</p>	



No.	Evaluation Criteria and Sub-criteria	
4	<p>Transition Approach and Plan.</p> <p>Evaluation and assessment of Transition Plan detail, the completeness of scope, the timetable, and proposed sequencing of the Transition Project Plan.</p>	
<b>Experience and Past Performance</b>		
5	<p>Demonstrated Experience with Similar Scale and Complexity.</p> <p>Service Provider demonstrated ability to support a large, complex environment, including specific experience and demonstrated ability in providing the Services to other entities on a scale and at a level of complexity comparable to the Services described in this RFP (e.g., proven methodology and experience in S4/HANA Upgrades, ERP and ADM Services, etc.). Service Provider size, industry track record, references, and capacity to provide the managerial, technical, and physical resources to deliver the Services. Service Provider proven ability to deliver the same or similar services.</p>	<p>Attachment 0 (Offeror Qualifications) Attachment 0 (Offeror Experience) Attachment 0 (Offeror References) Exhibit 2.3 (Key Personnel)</p>
6	<p>Offerors References.</p> <p>Client references that exhibit a positive capability and experience with accounts of a similar size, scope, and complexity to the State.</p>	
7	<p>Governance Approach.</p> <p>Service Provider ability to meet the governance requirements outlined in the RFP. Service Provider approach to dispute resolution and escalation procedures, including their ability and approach to work collaboratively with the State to achieve the State's objectives.</p>	

No.	Evaluation Criteria and Sub-criteria	
8	<p>Proposed Account Organization.</p> <p>The proposed account organization aligns with the requirements, clearly delineates lines of authority and responsibility for all service areas and empowers the Account Director with the appropriate amount of decision-making authority to support the State on a timely basis.</p>	
9	<p>Personnel Quality and Experience.</p> <p>Organizational commitment to provide an experienced, competent delivery team with seasoned, knowledgeable leadership, including proposed management and technical personnel to be assigned. Proposed personnel have education and experience that complement each other to meet solution requirements. Team members have a history of successful performance on projects of similar size and scope.</p>	
<b>Commercial Proposal</b>		
10	<p>Business Case.</p> <p>A financial business case that provides sufficient funding to meet the requirements and achieve the desired outcomes stated in the RFP within the constraints of the self-funded business model. Pricing assumptions are reasonable and can be addressed and removed through due diligence with minimal impact to the business case.</p>	<p>Attachment 0 (Exception to Requirements) Exhibit 4.1 (Pricing Structure)</p>
11	<p>Requirements Acceptance.</p> <p>General acceptance of the requirements documented in the RFP. Exceptions documented in Attachment 0 are minimal in quantity and impact and can be addressed and resolved in a timely manner through due diligence and negotiations.</p>	

## Quality of Solution

- M.5.1.1 The State may determine to evaluate a Proposal, and to include the Proposal in the competitive range, notwithstanding that its evaluation under Section A was unacceptable. **However, under no circumstances will the State award a contract to an Offeror whose final Proposal fails to meet all the material requirements of the Solicitation.**
- M.5.1.2 The State will use a Technical/Risk Rating to rate the Offeror for each Factor/Sub-Factor in Section A, Quality of Solution and Section C, Commercial Proposal. The Evaluation Team will reach a consensus on the rating of each Factor/Sub-Factor.

Color Rating	Adjectival Rating	Rating Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the Solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is not awardable.

Table 1 - Technical/Risk Rating Method

## Experience and Past Performance

- M.5.1.3 An Offeror or team will receive a single rating reflecting a confidence assessment that the Offeror will successfully perform the required effort based on their recent experience, its relevance to this project, and the quality of the past performance information including trends and usefulness. The primary source of this information will be the Offeror's references as requested in section L.3.1.2 Administrative Response, Attachment 0. However, evaluation of these references can also include other sources of information as outlined in sections M.5.1.4 through M.5.1.9.

Color Rating	Adjectival Rating	Rating Description
Blue	Substantial Confidence	Based on the Offeror's recent/relevant performance record, the agency has a high expectation that the Offeror will successfully perform the required effort.
Purple	Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the agency has a reasonable expectation that the Offeror will successfully perform the required effort.
Green	Neutral Confidence	No recent/relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Yellow	Limited	Based on the Offeror's recent/relevant performance record, the agency

	Confidence	has a low expectation that the Offeror will successfully perform the required effort.
<b>Red</b>	No Confidence	Based on the Offeror's recent/relevant performance record, the agency has no expectation that the Offeror will be able to successfully perform the required effort.

*Table 2 - Past Performance Confidence Assessment*

- M.5.1.4 Offerors shall provide a listing of the applicable contract references that demonstrate recent and relevant past performance. Contract references could be contracts with governmental or non-governmental entities or any other reference that demonstrates recent and relevant past performance.
- M.5.1.5 The information presented by the Offeror, responses to the Vendor Experience section and information obtained from available sources other than those identified by the Offerors (such as past performance information obtained from Federal, State, and local government agencies, better business bureaus, published media, personal knowledge, and electronic data bases available to the State) will be the basis for evaluation of this factor.
- M.5.1.6 The State may reject a Proposal if it is found that any information that has a negative impact on the Offerors past performance record has been deleted, misrepresented, or withheld.
- M.5.1.7 Offerors are cautioned that in conducting the past performance assessment, the State may use data provided in the Offeror's Proposal and data obtained from other sources. Since the State may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the State may elect to consider data obtained from other sources, the burden of proving an acceptable past performance rests with the Offerors.
- M.5.1.8 Offerors may provide information on problems encountered on the contracts identified in their past performance submissions and the Offerors' corrective actions.
- M.5.1.9 The State will evaluate the quality and extent of Offeror's performance deemed relevant to the requirements of this RFP.

**M.6 Price Evaluation**

Submit pricing in accordance with the proposal instructions in section L.3.1.4.

Price Factor Evaluation Ratings. Price, while being an important factor, alone is not itself the determining factor in the selection of the successful Offeror for award of the contract contemplated by this Solicitation.

**M.7 Relative Importance of Factors & Sub-factors**

Except as otherwise set forth below, the evaluation factors in 0 above are listed in order of descending importance.

The Technical Evaluation factors combined are significantly more important than price.

HENRY MCMASTER, CHAIR  
GOVERNOR

CURTIS M. LOFTIS, JR.  
STATE TREASURER

BRIAN J. GAINES  
COMPTROLLER GENERAL



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BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE  
EXECUTIVE DIRECTOR

December 11, 2024

John White, Chief Procurement Officer  
State Fiscal Accountability Authority  
[jswhite@mmo.sc.gov](mailto:jswhite@mmo.sc.gov)

Re: Protest of Infosys Public Services, Inc.  
Solicitation #5400026039

Dear Mr. White:

On November 20, 2024, Infosys Public Services, Inc., (“Infosys”) filed a notice of protest letter with your office concerning a Notice of Intent to Award for solicitation #5400026039 procured by the Department of Administration (Department) and titled “SCEIS Modernization: Platform, Infrastructure S4/HANA Migration, and Optional Managed Application Services”. It set forth one central argument, i.e., “[H]ad the State raised, discussed and gave Infosys a chance to alleviate the State’s concerns, Infosys’ proposal would still be in the competitive range.” See Infosys letter, page 4 final full sentence.

The Department and the State Fiscal Accountability Authority (SFAA) (together, sometimes referred to collectively herein as “the State”) are submitting this joint response and have set forth the timeline, the interactions with Infosys, and the numerous opportunities and “chances” Infosys received to offer and present its proposal for services of best value at a reasonable price for the State.

## A Brief History from Needs Assessment to Intent to Award

In 2023, the Department learned that SAP, the licensor of the State of South Carolina’s platform for network-enabled services, intended to phase out its ECC Platform and implement a new S/4HANA Platform. SAP also announced it would terminate support for the ECC Platform no later than 2027. As the Department learned that a migration, integration, and implementation of the S/4HANA Platform would require years of effort with coding, migrating, testing, error correcting services, etc., it decided to proceed immediately with soliciting the upgrade using one of the numerous SAP integrator-partners who offer these services. The Department also opted to purchase the upgraded licenses from SAP and to contract with a vendor for independent verification and validation

services (IV&V) to monitor and audit the integrator's work. The Department decided to post separate solicitations to acquire these distinct sets of services and licenses.

As the budgeted amounts for the separate services and licenses individually exceeded the Department's authority to procure on its own, it notified SFAA to facilitate the solicitation processes from the Posting of the solicitations to the Awards of Contract. The undersigned Procurement Officer, George Rozes, SFAA Procurement Manager II (PO), was chosen to lead what eventually became three solicitation processes.

1. The State used the competitive sealed proposals method (RFP) to procure the SAP licenses.
2. The State used the RFP method to award a Contract to a vendor for IV&V. That Award is final.
3. The State used the Competitive Negotiations method to award a Contract to a vendor for the migration, integration, and implementation services. The PO posted a Notice of Award in favor of IBM's Offer. Infosys protests the Award, arguing it was improperly removed from the Competitive Range and not given a "chance" to compete.

### Infosys-PO (SFAA) and Department interactions

**Attachment A** electronic file shows the history of events in the solicitation process to Infosys departure.

**Attachment B** electronic file shows the assembled email communications between the PO and Infosys from beginning to Infosys departure.

### SFAA and the PO's Intentions and Actions

SFAA and its PO for this solicitation rigorously followed SFAA's core values at every stage of this procurement process.

**Ethical** - Honesty, Fairness, Integrity, Respect, and Loyalty

**Accountable** - Leadership, Responsibility, and Transparency

**Professional** - Committed and well-trained Workforce

**Quality Customer Service** - Exceptional and Responsive

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Throughout the process, the PO, SFAA and the Department remained continuously and entirely agnostic with respect to the Offerors separately and as a group. The PO charged the Department's Panel and trained the Subject Matter Experts in eliminating bias, reporting suspicious or bad acts, and avoiding conflicts of interest. The PO considered the Department and its staff the Customers. Separately, the PO considered all Offerors as a different set of Customers for their value, interest, and special skillsets not possessed by the State, and in assisting the State to carry out its numerous missions.

Infosys does not allege bias, preference, bad acts, conflicts of interest, arbitrary and capricious actions or reviews, or any action by the PO violating Core Values with one

exception. The entire crux of the Infosys argument is that the State and particularly the PO somehow “hid” concerns it had about Infosys’ offer, and Infosys feels it was treated unfairly.

Infosys’ position, however, lacks any factual basis. The PO and the Department’s Panel treated all Offerors with respect and impartiality. Each Offeror received the same notices at the same time. Each Offeror was subjected to the same reviews using the same factors and sub-factors at meetings held within a day or two on a particular topic. The PO served as timekeeper and gatekeeper to assure meetings covered only the agenda items with similar amounts of time devoted to each Offeror. As explained in further detail below, all negotiation sessions with all Offerors were conducted in the same manner by the State, and all Offerors were given the same opportunities for discussions and negotiations.

## The PO rigorously followed the Statute and Regulations (South Carolina Statutes section 11-35-1535 and South Carolina Code of Regulations section 19-445.2099)

Infosys’ initial offer, though showing some weakness and deficiency especially related to staffing and pricing, was awarded competitive range status by the Panel. Following this stage, the State commenced negotiations with Infosys and the other Offerors. All Offerors received the same opportunities to improve their Offers. Other Offerors reacted by “sharpening their pencils” and returned to the negotiation table with aggressive counter-offers. During due diligence negotiations, exceptions negotiations, BOM negotiations, and additional interactions, other Offerors lowered prices, offered more certainty as to staff availability, and responded positively to the State’s requests to align more closely with the State’s particular needs.

As compared to other Offerors, it appeared to the Panel that Infosys failed to adequately negotiate, ask questions, or make adjustments based on the State’s input; rather, Infosys continued to offer its unchanging model of inadequate staffing and low pricing. It repeated boilerplate language in its Offer, not showing interest in the particular needs of the State. As one evaluator stated (in summary) during due diligence meetings, *the tone and intent of these sessions is to develop a deeper mutual understanding of the state’s project and offeror’s solution.*

In addition, the Panel’s perception was that Infosys refused to adequately budge from its Exceptions to the State’s terms and conditions that the State identified as “Critical”, i.e., critically problematic for Infosys. Several critical exceptions remained live following Amended Response #2. Other Offerors drastically reduced their exceptions once they realized the State would reject most edit requests. On June 28, 2024, the Panel by and through correspondence from the PO to Infosys, informed Infosys: **“Offeror cautioned that failure to reduce or eliminate critical exceptions may be cause for excusing offeror from ‘among most promising offers’”.**

By August 2024, after several rounds of negotiations and Offers, the Panel assessed that a natural divide between more promising and less promising offers had developed. Accordingly, the PO set a meeting to discuss whether the Offerors in the Competitive Range indeed remained competitive vis-à-vis each other.

As permitted by S.C. Code § 11-35-1535(l)(d) and Regulation 19-445.2099 (G)(4)(d), following the Offerors' submissions of Amended Response #2, the Panel decided to re-evaluate the offers to determine which Offerors remained within the Competitive Range. The Panel unanimously voted to exclude two Offerors, Deloitte and Infosys. The Panel decided Infosys and Deloitte failed to move into the same position as the two superior Offerors, Capgemini and IBM. In the Panel's view, Infosys offered unreasonably low pricing out of line with market expectations, and Infosys' estimate of the timeline to "go-live" was unrealistically short, indicating that Infosys appeared to be underestimating the project work. There was concern that Infosys may not have fully grasped the breadth of the project's requirements. The Panel viewed the Infosys effort as an excessive attempt to undercut the other Offerors that would probably result in numerous cumbersome and corrosive future change orders. Accordingly, the Panel unanimously decided to eliminate Infosys from the Competitive Range.

Although the removal of Infosys from the Competitive Range complied with all requirements of the Procurement Code, Infosys' protest letter nevertheless contends its elimination from the Competitive Range was improper. (Protest Letter, p. 5). S.C. Code § 11-35-1535(l)(3)(d) states "The procurement officer may eliminate an offeror from the competitive range after negotiations if the offeror is no longer considered to be among the most promising." Additionally, the solicitation notified offerors that "An Offeror may be eliminated from the competitive range if, after exchanges between the Offeror and the State, its Proposal is no longer among the most promising." (Solicitation, p. 43). As explained above, after Infosys and the State participated in numerous sessions for discussions and negotiations, and after Infosys had submitted its third written proposal (AR2), Infosys' AR2 proposal was evaluated by the evaluation panel. The panel recommended to the Procurement Officer that Infosys' proposal be removed from the Competitive Range, as they were no longer considered to be among the most promising. All of this was done in compliance with, and satisfaction of, S.C. Code § 11-35-1535(l)(3)(d).

Part of Infosys' protest argument is that the State was not "direct" enough in communicating about certain aspects of Infosys' offer, namely staffing and pricing. Infosys appears to take the position that, although the State had discussions with it regarding underlying "assumptions" that the State believed Infosys was making about the requirements of the Solicitation, the State should have been more direct in raising its



concerns.<sup>1</sup> However, this argument is of a subjective nature only and is based on the protester's individualized opinion and speculation. Importantly, the Procurement Code affords the Procurement Officer considerable latitude and discretion concerning how negotiations and discussions with an offeror are conducted. Section S.C. Code § 11-35-1535 provides in relevant part "Subject to item (l) ["Fairness and impartiality"], the scope and extent of negotiations are a matter of the procurement officer's judgement." See S.C. Code § 11-35-1535(l)(3)(a). In this procurement, the Procurement Officer adequately conducted meaningful discussions and held numerous meetings and negotiation sessions with each Offeror, including with Infosys. The State's discussions with all Offerors, including Infosys, focused on discussing in detail the requirements of the Solicitation and clarification of the requirements as needed, answering questions, and explaining the State's specific needs. Each Offeror was responsible for submitting proposals and amended proposals responsive to the Solicitation. No competitive advantage was given to any one Offeror over others, and all negotiations sessions with all Offerors were conducted in the same manner.

It should be noted that Infosys is a highly sophisticated company and an experienced SAP-approved vendor. To the extent Infosys contends the State was required to be more explicit, agencies are not required to spoon-feed an offeror during negotiations. Throughout this entire procurement process, the Procurement Officer conducted all negotiations in good faith, exercised fairness and impartiality to all Offerors, treated similarly situated Offerors similarly and provided similar opportunities to them, and satisfied the statutory and regulatory requirements pertaining to negotiations. A protester's mere disagreement with the State's decision to remove it from the Competitive Range after negotiations is not a valid basis for a protest.

Furthermore, insofar as Infosys is contending that the State's discussions with it surrounding Infosys' "assumptions" were somehow insufficient in communicating the State's concerns, Reg. 19-445.2099 expressly recognizes and approves of discussions that are designed to attempt to alter another party's assumptions. See S.C. Code Reg. 19-445.2099(H)(1)(f) ("Negotiations may include bargaining. Bargaining includes persuasion, **alteration of assumptions** and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.") (Emphasis added).

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<sup>1</sup> Infosys also claims that the State failed to act in good faith because it believes the State should have more directly communicated its concerns about Infosys' proposal. SC Code § 11-35-30 defines "good faith" as "honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing." Infosys has not presented any evidence, nor does any such evidence exist, that the State's removal of Infosys' offer from the competitive range involved any dishonest or commercially unreasonable conduct, bias, or unfairness. The State acted in good faith at all times during the competitive negotiations process.

On pages 3 and 4 of the protest letter, Infosys lists all of the things that it says it would have liked to explain to the State about staffing and project timelines. However, Infosys had numerous opportunities to present any and all information that it believed to be helpful and relevant to presenting and explaining its proposed solution. The procurement process conducted by the State afforded Infosys three different opportunities to submit written proposals at various stages of the procurement process, and Infosys did in fact submit three proposals: its original response, AR 1, and AR 2. In addition, the State and Infosys had other written and verbal communications back and forth further providing more opportunities to present any and all information that it believed to be helpful in explaining its proposed solution.

## **Protest of Solicitation**

Infosys asserts on page two of its protest letter that the Solicitation does not adhere to a statutory requirement regarding stating the relative importance of evaluation factors. Its protest letter says, “It should also be noted that SC Code Ann 11-35-1530 (5)<sup>2</sup> states that: ‘Evaluation Factors. The request for proposals must state the relative importance of the factors to be considered in evaluating proposals but may not require a numerical weighting for each factor.’ ... It is questionable whether this requirement was met in this solicitation.” There is no merit to Infosys’ assertion. The relative importance of factors and subfactors is specifically set forth and explained in Section M.7 of the Request for Proposals on page 48. In any event, to the extent Infosys’ argument can be read as a protest to the Solicitation itself, it should have been raised within 15 days of the issuance of the Solicitation and therefore must be denied as untimely. See S.C. Code § 11-35-4210(1)(a).

For the reasons set forth above, the Department, SFAA, and its PO respectfully request the Chief Procurement Officer deny the Infosys protest.

Respectfully submitted,

*George Rozes*

George Rozes, Procurement Officer  
State Fiscal Accountability Authority

Cc: Infosys (Vijay Ravichandran by email) [Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)

IBM (Prasun Biswas by email) [Prasun.Biswas@ibm.com](mailto:Prasun.Biswas@ibm.com)

---

<sup>2</sup> The Code section cited by Infosys pertains to competitive sealed proposals. The equivalent Code section specific to competitive negotiations is 11-35-1535(D)(1)(b), and it contains similar language.

HENRY MCMASTER, CHAIR  
GOVERNOR

CURTIS M. LOFTIS, JR.  
STATE TREASURER

BRIAN J. GAINES  
COMPTROLLER GENERAL



HARVEY S. PEELER, JR.  
CHAIRMAN, SENATE FINANCE COMMITTEE

BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE  
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES

DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018

JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

## Solicitation History for Competitive Negotiations #5400026039 (Through the Period when Infosys' Offer was removed from the Competitive Range)

Several years prior to the Solicitation, the South Carolina Legislature appropriated significant funds to purchase an updated and upgraded version of the SAP platform that underpins the State of South Carolina fiscal processes. SAP had announced that support for the ECC version (licensed by South Carolina and many other state jurisdictions) of the Platform would end in 2027 and would be replaced by the S/4HANA version. The Office of Technology and Information Services (OTIS) researched the market with the assistance of a management consulting vendor. OTIS conducted an extensive needs analysis using among other tools a Request for Information published by the State Fiscal Accountability Authority (SFAA) on behalf of the Department of Administration (Administration) and OTIS specifically. This method led to significant knowledge gains for the State in its effort to develop an appropriate solicitation and achieve best value for the complex purchase.

Working together, SFAA and Administration chose the competitive negotiations procurement process, as it would yield ultimate flexibility and unlimited opportunity to negotiate with interested integrators of the SAP technology solution. See [Section 11-35-1535](#), South Carolina Statutes. See [Section 19-445-2099](#), South Carolina Regulations.

Marcia S. Adams, the Executive Director of the Department, appointed Paul Koch, the Chief of Staff for the Department as Selection Executive. Mr. Koch possesses sufficient rank and professional experience with acquisitions of Information Technology services to carry out his intended functions. The Procurement Officer approved the appointment. Mr. Koch recommended an acquisition team (Team) with expertise in contracting, consulting, legal analysis, logistics, and technical skills. On November 27, 2023, the Procurement Officer released the Solicitation on the public-facing SCEIS website.

The initial Solicitation version posited a solution that would 1) combine integration updates and upgrades with 2) SAP S/4HANA pricing based on RISE with SAP licensing. The State attempted to streamline the acquisition process by combining these two features- the integrator and the license purchase- into one solicitation. As will be detailed below, the State later amended and bifurcated the Solicitation into two solicitations that would increase the likelihood of achieving best value status for both features.

Following a period of Questions and Answers, the following Offerors submitted proposals by the submission deadline of February 12, 2024:

- Capgemini
- Deloitte
- IBM
- InfoSys

The Evaluation Panel met on February 21, 2024 to receive Charging. The Procurement Officer instructed Panel members in their roles and responsibilities, and reviewed with members the instructions for Evaluation, Non-Disclosure Agreements, and Conflict of Interest Forms. The required forms were signed and returned to the Procurement Officer. After the forms were returned, the Procurement Officer distributed the proposals to the Panel for review via the Data Room, a shared confidential file source maintained by the Procurement Officer's employer, the State Fiscal Accountability Authority.

Following a period of time for careful review and evaluation, the Panel met for several days during the period February 22 – 26, 2024 for evaluation of Offers. The following factors and sub-factors were evaluated:

1. Quality of Solution
  - a. Solution Clarity and Effectiveness
  - b. Process Maturity and Completeness
  - c. Flexibility of Approach
  - d. Transition Approach and Plan
2. Experience & Past Performance
  - a. Demonstrated Experience with Similar Scale and Complexity
  - b. Offerors References
  - c. Governance Approach
  - d. Proposed Account Organization
  - e. Personnel Quality and Experience
3. Commercial Proposal
  - a. Business Case
  - b. Requirements Acceptance

In addition to the sub-factors, pricing was evaluated.

## Phase I: Special Standards of Responsibility

Initially, the Panel reviewed the Offers and verified them as being compliant with the Special Standards of Responsibility outlined in the Solicitation.

## Phase II: Evaluation of Offer Content

### Initial Evaluation & Establishment of Competitive Range

Following open discussions of each offeror relative to each factor/sub-factor, each evaluator nominated a consensus score. If a consensus score was not reached, discussion ensued until a common consensus score was reached for each offer and sub-factor combination. After all sub-factors were rated, the Panel Chair documented overall themes and rationale for each rating in the SCEIS Modernization Vendor Rating Spreadsheet.

After completion of the initial evaluation, all four Offerors' Offers (Capgemini, Deloitte, IBM, and Infosys) were verified as "among the most promising", thus placing them in the Competitive Range for purposes of entering the pre-negotiation clarification phase. The State initiated this phase by hosting Solution Sessions with each Offeror to clarify Offeror's understanding of the State's needs and the State's understanding of the Offeror's proposal. In addition to gaining a better understanding of the proposal, the State sought clarity on the role of SAP within each Offeror's service delivery and commercial components of the proposal, including RISE with SAP services and Bill of Material (BOM) pricing. The State also met directly with SAP for the same purpose.

Upon conclusion of these meetings, the State in its best interests bifurcated the solicitation, removing the RISE with SAP licensing scope from the Solicitation and assembling a new Solicitation consisting exclusively of this bifurcated licensing portion. The integrator solution consisting of migration, implementation, and infrastructure upgrades and value added resources remained in the Solicitation. As of this writing, negotiations continue with SAP, the sole Offeror in the RISE with SAP licensing solicitation.

The State requested an Amended Response (AR1) from the Offerors addressing the scope changes noted above. Upon completion of the review of AR1, the State facilitated a Due Diligence process with each remaining Offeror. This allowed Offerors the opportunity to request information to verify or eliminate assumptions made in its response and be satisfied they can perform the Services within the price quoted and to the Service Levels proposed. Due Diligence activities were documented for each Offeror. The Due Diligence period took place from May 20, 2024, through July 23, 2024. In parallel with Due Diligence, the State requested an Amended Response (AR2).

## Phase III: Narrowing of the Competitive Range, Negotiations, Final Offer Evaluation, and Recommendation

AR2 responses from all four Offerors (Capgemini, Deloitte, IBM, Infosys) were evaluated, discussed. Themes and rationale for each offer were documented. After this evaluation was completed, the Panel determined that Capgemini and IBM remained in the Competitive Range. Deloitte and Infosys were eliminated from the competitive range.

## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Wednesday, November 29, 2023 11:20 AM  
**To:** Rozes, George  
**Subject:** [External] Solicitation 5400026039 - Request to join Pre-Bid Conference

Please send the details for Infosys Public Services to join the pre-bid conference.

## Rozes, George

---

**Subject:** SCEIS Modernization Pre-Proposal conference

**Location:** Microsoft Teams Meeting

**Start:** Tue 12/5/2023 10:00 AM

**End:** Tue 12/5/2023 11:30 AM

**Recurrence:** (none)

**Meeting Status:** Meeting organizer

**Organizer:** Rozes, George

**Required Attendees:** Rozes, George; Kremlick, Lindsey; Brunson, Nick; Hill, Tom; Creech, Gabriel; Paul Kane; Kyle Cox; Dawson, Nathan; Plotzker, Kourtney; Townsend, Randall; Rivera, Ed; Andy Pitman; Angela Leon; IMRAN RASHID; Jeff Wade; Jason Dinwiddie; DeSantis, David G; Allampalli, Prasad; Tabor, Mark; Joe Doyle; jim.livornese@microsoft.com; Lewis, Kevin; Vijay Ravichandran; Cucuel, Kevin; Hendricks, Ross; Prasun Biswas; vijay@globalpundits.com; ermgreen@amazon.com; Stephen Tietjen

**Optional Attendees:** Craig, Kimber; George Assenheimer; Jon Crawford; Shaun Daly; Summers, Mason; Simpson, Susannah; Dana Chapman; Bowen, Candi; Alvanos, Alex; Hogue, Nathan; Griswold, Doug; Scoggins, Rita; Jessica Shand; Ewing, Andrew; Vaughan, John; Raimondi, Alexa; Paul Cassidy; Ramesh Nallapu; Umar Tariq; Nealy, Gina

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## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 289 651 184 913

Passcode: Lqp8CR

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 803-454-9963,,901775951#](#) United States, Columbia

Phone Conference ID: 901 775 951#

## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Wednesday, December 13, 2023 12:26 PM  
**To:** Rozes, George  
**Subject:** [External] Solicitation 5400026039 - Request for documents - NDA Signed and attached  
**Attachments:** NDA - IPS Signed.pdf

George,

NDA is signed and attached. Please give us access to the documents listed.

Thanks,

Vijay



**Rozes, George**

---

**From:** Rozes, George  
**Sent:** Wednesday, December 13, 2023 12:33 PM  
**To:** Vijay Ravichandran  
**Subject:** Re: [External] Solicitation 5400026039 - Request for documents - NDA Signed and attached

Thank you. Please see instructions below.

Instructions for accessing the SFAA data room for the SCEIS Modernization RFP number 5400026039 follow:

Go to: [REDACTED]

**User Sign on:**

Username: [REDACTED]

Password: [REDACTED]

**Solicitation Sign on:**

Solicitation ID: [REDACTED]

Access Code: [REDACTED]

We will return a fully signed NDA soon.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology

Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-5769 | [grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) [www.procurement.sc.gov](http://www.procurement.sc.gov)

---

**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Sent:** Wednesday, December 13, 2023 12:25 PM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** [External] Solicitation 5400026039 - Request for documents - NDA Signed and attached

George,  
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Vijay

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Username: [REDACTED]

Password: [REDACTED]

**Solicitation Sign on:**

Solicitation ID: [REDACTED]

Access Code: [REDACTED]

We will return a fully signed NDA soon.



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**Subject:** [External] Solicitation 5400026039 - Request for documents - NDA Signed and attached

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Thanks,

Vijay

## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Friday, December 15, 2023 12:29 PM  
**To:** Rozes, George  
**Subject:** [External] Solicitation 5400026039 - Questions Attached  
**Attachments:** Questions template\_Infosys.docx

George,

Questions related to this solicitation from Infosys is attached.

Please acknowledge receipt.

Thanks,

Vijay

## Rozes, George

---

**From:** Rozes, George  
**Sent:** Wednesday, January 10, 2024 12:48 PM  
**To:** Vijay Ravichandran  
**Subject:** NDA  
**Attachments:** NDA IPS.pdf

Attached please find signed NDA. Thank you.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Satellite Office  
Trident Technical College Bldg 920 Rm 743  
7000 Rivers Avenue  
Charleston, SC 29406  
[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

## Rozes, George

---

**From:** Rozes, George  
**Sent:** Wednesday, January 17, 2024 4:04 PM  
**To:** Vijay Ravichandran  
**Subject:** RE: [External] Solicitation 5400026039 - Request for Clarification

Thank you for your question. I forwarded it to our Administration team for processing.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Satellite Office  
Trident Technical College Bldg 920 Rm 743  
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Charleston, SC 29406  
[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Wednesday, January 17, 2024 3:53 PM  
**To:** Rozes, George <grozes@mmo.sc.gov>  
**Subject:** [External] Solicitation 5400026039 - Request for Clarification

George,

Based on the answer to question 310 and the State's response – I would like to ask a clarification question.

In response to question 54 related to providing the vendors with the 'SAP Readiness Check', the State asked us to refer to the 'HanaDatabaseTables\_BW' and 'HanaDatabasetables\_ECC'. However, this is not the 'SAP Readiness Check' report and is not sufficient information.

Can the responding vendors including us be provided with this report?

Thanks,

Vijay

## Rozes, George

---

**From:** Rozes, George  
**Sent:** Thursday, January 18, 2024 11:46 AM  
**To:** Vijay Ravichandran  
**Subject:** RE: [External] Solicitation 5400026039 - Request for Clarification

Sir: I discussed your question with Admin and we agreed on a response:

As stated in Amendment #1 Attachment L and restated here, additional information for offerors beyond the documents provided may be shared later in the procurement process. Specifically, during negotiations, Admin expects to provide additional information to offerors within the Competitive Range to further refine their offers.

Thank you for your attention and for your and your company's interest in this solicitation.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Satellite Office  
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7000 Rivers Avenue  
Charleston, SC 29406  
[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Wednesday, January 17, 2024 4:04 PM  
**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Subject:** RE: [External] Solicitation 5400026039 - Request for Clarification

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George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Satellite Office



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Thanks,

Vijay

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**Subject:** RE: [External] Solicitation 5400026039 - Request for Clarification

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**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Thursday, January 18, 2024 11:46 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** RE: [External] Solicitation 5400026039 - Request for Clarification

**[\*\*EXTERNAL EMAIL\*\*]**

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Thank you for your attention and for your and your company's interest in this solicitation.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Satellite Office  
Trident Technical College Bldg 920 Rm 743  
7000 Rivers Avenue  
Charleston, SC 29406  
[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Wednesday, January 17, 2024 4:04 PM

**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>

**Subject:** RE: [External] Solicitation 5400026039 - Request for Clarification

Thank you for your question. I forwarded it to our Administration team for processing.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology

Division of Procurement Services | SC State Fiscal Accountability Authority

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**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>

**Sent:** Wednesday, January 17, 2024 3:53 PM

**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>

**Subject:** [External] Solicitation 5400026039 - Request for Clarification

George,

Based on the answer to question 310 and the State's response – I would like to ask a clarification question.

In response to question 54 related to providing the vendors with the 'SAP Readiness Check', the State asked us to refer to the 'HanaDatabaseTables\_BW' and 'HanaDatabasetables\_ECC'. However, this is not the 'SAP Readiness Check' report and is not sufficient information.

Can the responding vendors including us be provided with this report?

Thanks,

Vijay

**Rozes, George**

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**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Thursday, February 15, 2024 11:39 AM  
**To:** Rozes, George  
**Subject:** RE: [External] RE: Additional information  
**Attachments:** IPS\_Transition\_Proj\_Plan.mpp; IPS\_2.2.docx; IPS\_Att H\_WorkOrder.docx; IPS\_Executive\_Summary.docx; IPS\_SCEIS Tool Matrix.xlsx; IPS\_Svcs\_Transition\_Plan.docx; IPS\_4.1.xlsx; IPS\_Exceptions.xlsx

George,

All the requested files are attached. Please let me know if you have any questions.- Please acknowledge on receipt.

Thanks,

Vijay

The following attachments are included in this mail:

#	Document	Document Name	File Name
1	Attachment J.2.1	Exception to Requirements	IPS_Exceptions
10	Executive Summary	Executive Summary	IPS_Executive Summary
11	Exhibit 2.2	SCEIS Modernization Services Solution	IPS_2.2
13	Tool Matrix	SCEIS Tool Matrix	IPS_SCEIS Tool Matrix
14	Transition Project Plan	Transition Project Plan (Mpp)	IPS_Transition_Proj_Plan.mpp
15	Transition Project Plan	Transition Plan	IPS_Svcs_Transition_Plan
16	Attachment H	Attachment H (Form of Work Order)	IPS_Att H_WorkOrder
19	Exhibit 4.1	Pricing Structure	IPS_4.1

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Thursday, February 15, 2024 11:06 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** RE: [External] RE: Additional information

**[\*\*EXTERNAL EMAIL\*\*]**

Yes, I received it, Vijay. We recommend the following be resubmitted in native format:

1, 10, 11, 12,13,14,15, 16, and19 . At this time, all others you listed are excluded.



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**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Sent:** Thursday, February 15, 2024 10:52 AM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** [External] RE: Additional information

George,

Just want to make sure you got my mail. Will the state be able to explicitly specify the documents that I need to re-send from the li

Vijay

**From:** Vijay Ravichandran  
**Sent:** Wednesday, February 14, 2024 5:47 PM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** RE: Additional information



George,

We had submitted multiple documents including 'Redacted' versions. If possible, could you mark 'Yes' to the documents from the list below that the state actually needs in a WORD or Excel format?

That way, both of us can be on the same page on what documents that I need to re-send.

Thanks,

Vijay

#	Document	Document Name	File Name
1	Attachment J.2.1	Exception to Requirements	IPS_Exceptions.xlsx
10	Executive Summary	Executive Summary	IPS_Executive Summary
11	Exhibit 2.2	SCEIS Modernization Services Solution	IPS_2.2
13	Tool Matrix	SCEIS Tool Matrix.xlsx	IPS_SCEIS Tool Matrix.xlsx
14	Transition Project Plan	Transition Project Plan (Mpp)	IPS_Transition_Proj_Plan.mpp
15	Transition Project Plan	Transition Plan (Word)	IPS_Svcs_Transition_Plan
16	Attachment H	Attachment H (Form of Work Order)	IPS_Att H_WorkOrder
19	Exhibit 4.1	Pricing Structure	IPS_4.1

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Wednesday, February 14, 2024 3:16 PM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** RE: Additional information

**\*\*EXTERNAL EMAIL\*\***

25mb PER FILE. (I am trying to minimize the questions and maximize the information!)

Files sent to me must not exceed 25 mb size. Thank you for your cooperation.

Offerors:

Thank you for submitting your offer to the State of South Carolina in response to Solicitation #5400026039 SCEIS Modernization.

To assist the Evaluation Panel's evaluations using notetaking and comments, the Panel requests you supply copies of the submitted documents developed by you in native formats (e.g., Microsoft Word, Excel, etc.). The specific language on page 29 SCEIS solicitation reads, "File format shall be compatible with Microsoft Office (version 2003 or later)."

Thank you and please provide to me by email (encrypted, if possible) by COB Friday this week. Let me know immediately if there will be issues responding to this request. Do not use SCEIS as it will not accept additional filings.

George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

## Rozes, George

---

**From:** Rozes, George  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay\_Ravichandran@infosys.com  
**Subject:** Notice: Action Required  
**Attachments:** Solution Session Invite Inf.docx

Mr. Ravichandran:

Thank you for your Company's Offer in response to solicitation #5400026039, SCEIS Modernization. We are pleased to inform you that your company has been selected to proceed to the next phase: Clarifications. Please review and respond to the attached letter.



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## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, March 12, 2024 9:19 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Notice: Action Required

George,

Acknowledging receipt of this mail and invite for orals.

I'll respond to the asks as per date/deadline mentioned.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Mr. Ravichandran:

Thank you for your Company's Offer in response to solicitation #5400026039, SCEIS Modernization. We are pleased to inform you that your company has been selected to proceed to the next phase: Clarifications. Please review and respond to the attached letter.



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Charleston, SC 29406

## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, March 12, 2024 1:50 PM  
**To:** Rozes, George  
**Subject:** RE: [External] RE: Notice: Action Required

George,

Have the following questions related to the Solution session,

- As there is a section in the agenda dedicated to the BOM, can we invite our partner SAP to participate in this oral, either remotely or on-site?
- Agenda item related to 'Admin Solution Topics' has a question on BOM by line item (question 5) – Is that to be covered later in the agenda under 'BOM review'?
- Will personnel who participate remotely be allowed to present part of the oral material?
- Is there a limit on the number of personnel that can participate remotely?
- The 5 person limit on the 'in-person' participation – is that inclusive or exclusive of the Account Executive (like myself)?

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, March 12, 2024 9:20 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** RE: [External] RE: Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Vijay: Received and thank you.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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---

**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Sent:** Tuesday, March 12, 2024 9:19 AM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** [External] RE: Notice: Action Required

George,

Acknowledging receipt of this mail and invite for orals.

I'll respond to the asks as per date/deadline mentioned.

Thanks,

Vijay

---

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Subject:** Notice: Action Required

**\*\*EXTERNAL EMAIL\*\***

Mr. Ravichandran:

Thank you for your Company's Offer in response to solicitation #5400026039, SCEIS Modernization. We are pleased to inform you that your company has been selected to proceed to the next phase: Clarifications. Please review and respond to the attached letter.



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## Rozes, George

---

**From:** Rozes, George  
**Sent:** Wednesday, March 13, 2024 3:31 PM  
**To:** Vijay Ravichandran  
**Subject:** Responses

Below please find Admin's responses to Infosys' questions.

1. "As there is a section in the agenda dedicated to the BOM, can we invite our partner SAP to participate in this oral, either remotely or on-site?"  
**Response:** Admin prefers Offeror to represent their understanding of the BOM as it relates to their solution without the presence of SAP in the session.
2. Agenda item related to 'Admin Solution Topics' has a question on BOM by line item (question 5) – Is that to be covered later in the agenda under  
**Response:** Admin's intent is for the Offerors to present question #5 from the solution topics during the 1-hour agenda topic entitled BOM review.
3. Will personnel who participate remotely be allowed to present part of the oral material?  
**Response:** Yes, remote personnel will be able to present and participate actively in the conversation.
4. Is there a limit on the number of personnel that can participate remotely?  
**Response:** No, there is no limitation on the number of personnel who can participate remotely.
5. The 5 person limit on the 'in-person' participation – is that inclusive or exclusive of the Account Executive (like myself)?"  
**Response:** The 5-person limit is all inclusive of anyone the Offeror proposed to attend on-site.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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---

BOM review'?



## Rozes, George

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**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Thursday, March 14, 2024 10:10 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Notice: Action Required

George,

Please find our response below ..

- Infosys accepts the invitation to the orals presentation on Wednesday, 03/20
- Infosys agrees to the State's request for discussing our proposed solution for licensing and hosting independently with SAP
- Attendee information is provided in the table below

#	Name	E-Mail	Role	Onsite/Remote
1	Vijay Ravichandran	<a href="mailto:vijay_ravichandran@infosys.com">vijay_ravichandran@infosys.com</a>	Account Executive for South Carolina	Onsite
2	Kenneth McGrath	<a href="mailto:kenneth.mcgrath@infosys.com">kenneth.mcgrath@infosys.com</a>	Account Director	Onsite
3	Sanjay Karkun	<a href="mailto:sanjay_karkun@infosys.com">sanjay_karkun@infosys.com</a>	Service Delivery Director	Onsite
4	Satinder Singh	<a href="mailto:satinder_singh@infosys.com">satinder_singh@infosys.com</a>	Solution Advisor	Onsite
5	Sanket Warudkar	<a href="mailto:sanket.warudkar@infosys.com">sanket.warudkar@infosys.com</a>	Solution architect	Onsite
6	Bhanu Prasad Narayana	<a href="mailto:Bhanu_PrasadN@infosys.com">Bhanu_PrasadN@infosys.com</a>	Executive Sponsor	Remote
7	Edward Wyborski	<a href="mailto:Edward_Wyborski@infosys.com">Edward_Wyborski@infosys.com</a>	Delivery Executive	Remote
8	Raymond Hu	<a href="mailto:raymond_hu@infosys.com">raymond_hu@infosys.com</a>	Solution Advisor	Remote
9	Amit Gupta	<a href="mailto:amit_gupta09@infosys.com">amit_gupta09@infosys.com</a>	SAP Migration Architect	Remote
10	Pavan Kumar Miriyala	<a href="mailto:pavan_miriyala@infosys.com">pavan_miriyala@infosys.com</a>	Integration Lead	Remote
11	Vijay Gopal Sangolli	<a href="mailto:vijay_sangolli@infosys.com">vijay_sangolli@infosys.com</a>	Testing Lead	Remote
12	Dave Kovatch	<a href="mailto:dave_kovatch@infosys.com">dave_kovatch@infosys.com</a>	Infrastructure Architect	Remote
13	Eric Youngling	<a href="mailto:eric_youngling@infosys.com">eric_youngling@infosys.com</a>	OCM Lead	Remote

Please let me know if you have any other questions. Also, acknowledge on receipt.

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Mr. Ravichandran:

Thank you for your Company's Offer in response to solicitation #5400026039, SCEIS Modernization. We are pleased to inform you that your company has been selected to proceed to the next phase: Clarifications. Please review and respond to the attached letter.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, March 19, 2024 11:40 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Files  
**Attachments:** SCEIS\_Presentation.pdf; SCEIS BOM.xlsx

George,

Attached are the materials for tomorrow's presentation/discussion.

Also, can you please add this person to the 'Remote' participant list and send out the invite?

**Name:** Sudhakar Tripurana **Email:** [sudhakar.t02@infosys.com](mailto:sudhakar.t02@infosys.com) **Role:** Basis Expert

Please let me know if there are any further questions.

Also, one of the In-person participants will be presenting, we would also need the TEAMS invite, so that presentation can be shared as we are presenting.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Monday, March 18, 2024 12:01 PM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Files

**[\*\*EXTERNAL EMAIL\*\*]**

Vijay, please note files representing Infosys presentation for Wednesday March 20 are due at noon today.





George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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## Rozes, George

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**Subject:** SCEIS Modernization - Solicitation No. 5400026039 Solution Session  
**Location:** Microsoft Teams Meeting

**Start:** Wed 3/20/2024 1:00 PM  
**End:** Wed 3/20/2024 4:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Bowen, Candi  
**Required Attendees:** Bhanu\_PrasadN@infosys.com; Edward\_Wyborski@infosys.com; raymond\_hu@infosys.com; amit\_gupta09@infosys.com; pavan\_miriyala@infosys.com; vijay\_sangolli@infosys.com; dave\_kovatch@infosys.com; eric\_youngling@infosys.com; sudhakar.t02@infosys.com; Vijay\_Ravichandran@infosys.com  
**Optional Attendees:** Rozes, George; Kyle Cox; Jon Crawford; George Assenheimer; Paul Kane

The State invites you to attend Solution Sessions regarding your Response to the referenced procurement.

---

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 262 808 924 59

Passcode: oQW6uQ

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 803-454-9963,496640265#](#) United States, Columbia

Phone Conference ID: 496 640 265#

[Find a local number](#) | [Reset PIN](#)

## Rozes, George

---

**From:** Rozes, George  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay\_Ravichandran@infosys.com  
**Subject:** Notice: Action Required  
**Attachments:** Solution Session Invite Inf.docx

Mr. Ravichandran:

Thank you for your Company's Offer in response to solicitation #5400026039, SCEIS Modernization. We are pleased to inform you that your company has been selected to proceed to the next phase: Clarifications. Please review and respond to the attached letter.



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## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, March 12, 2024 9:19 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Notice: Action Required

George,

Acknowledging receipt of this mail and invite for orals.

I'll respond to the asks as per date/deadline mentioned.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Mr. Ravichandran:

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7000 Rivers Avenue  
Charleston, SC 29406

## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, March 12, 2024 1:50 PM  
**To:** Rozes, George  
**Subject:** RE: [External] RE: Notice: Action Required

George,

Have the following questions related to the Solution session,

- As there is a section in the agenda dedicated to the BOM, can we invite our partner SAP to participate in this oral, either remotely or on-site?
- Agenda item related to 'Admin Solution Topics' has a question on BOM by line item (question 5) – Is that to be covered later in the agenda under 'BOM review'?
- Will personnel who participate remotely be allowed to present part of the oral material?
- Is there a limit on the number of personnel that can participate remotely?
- The 5 person limit on the 'in-person' participation – is that inclusive or exclusive of the Account Executive (like myself)?

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, March 12, 2024 9:20 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** RE: [External] RE: Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Vijay: Received and thank you.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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---

**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Sent:** Tuesday, March 12, 2024 9:19 AM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** [External] RE: Notice: Action Required

George,

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I'll respond to the asks as per date/deadline mentioned.

Thanks,

Vijay

---

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Subject:** Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Mr. Ravichandran:

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## Rozes, George

---

**From:** Rozes, George  
**Sent:** Wednesday, March 13, 2024 3:31 PM  
**To:** Vijay Ravichandran  
**Subject:** Responses

Below please find Admin's responses to Infosys' questions.

1. "As there is a section in the agenda dedicated to the BOM, can we invite our partner SAP to participate in this oral, either remotely or on-site?"  
**Response:** Admin prefers Offeror to represent their understanding of the BOM as it relates to their solution without the presence of SAP in the session.
2. Agenda item related to 'Admin Solution Topics' has a question on BOM by line item (question 5) – Is that to be covered later in the agenda under 'BOM review'?  
**Response:** Admin's intent is for the Offerors to present question #5 from the solution topics during the 1-hour agenda topic entitled BOM review.
3. Will personnel who participate remotely be allowed to present part of the oral material?  
**Response:** Yes, remote personnel will be able to present and participate actively in the conversation.
4. Is there a limit on the number of personnel that can participate remotely?  
**Response:** No, there is no limitation on the number of personnel who can participate remotely.
5. The 5 person limit on the 'in-person' participation – is that inclusive or exclusive of the Account Executive (like myself)?"  
**Response:** The 5-person limit is all inclusive of anyone the Offeror proposed to attend on-site.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
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Charleston, SC 29406  
[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)



## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Thursday, March 28, 2024 10:00 AM  
**To:** Rozes, George  
**Subject:** RE: [External] RE: Notice: Action Required  
**Attachments:** SCEIS\_SAP Readiness Report Requests.pdf

George,

At the end of the solution session, Admin had asked us about what other information would the State need to share with the vendors ...

I have attached our 'asks', which Admin can consider including with the next Addendum.

Let me know if you have any questions.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Thursday, March 14, 2024 10:12 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** RE: [External] RE: Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Thank you for your timely response, Vijay.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Sent:** Thursday, March 14, 2024 10:10 AM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** [External] RE: Notice: Action Required

George,

Please find our response below ..

- Infosys accepts the invitation to the orals presentation on Wednesday, 03/20
- Infosys agrees to the State's request for discussing our proposed solution for licensing and hosting independently with SAP
- Attendee information is provided in the table below

#	Name	E-Mail	Role	Onsite/Remote
1	Vijay Ravichandran	<a href="mailto:vijay_ravichandran@infosys.com">vijay_ravichandran@infosys.com</a>	Account Executive for South Carolina	Onsite
2	Kenneth McGrath	<a href="mailto:kenneth.mcgrath@infosys.com">kenneth.mcgrath@infosys.com</a>	Account Director	Onsite
3	Sanjay Karkun	<a href="mailto:sanjay_karkun@infosys.com">sanjay_karkun@infosys.com</a>	Service Delivery Director	Onsite
4	Satinder Singh	<a href="mailto:satinder_singh@infosys.com">satinder_singh@infosys.com</a>	Solution Advisor	Onsite
5	Sanket Warudkar	<a href="mailto:sanket.warudkar@infosys.com">sanket.warudkar@infosys.com</a>	Solution architect	Onsite
6	Bhanu Prasad Narayana	<a href="mailto:Bhanu_PrasadN@infosys.com">Bhanu_PrasadN@infosys.com</a>	Executive Sponsor	Remote
7	Edward Wyborski	<a href="mailto:Edward_Wyborski@infosys.com">Edward_Wyborski@infosys.com</a>	Delivery Executive	Remote
8	Raymond Hu	<a href="mailto:raymond_hu@infosys.com">raymond_hu@infosys.com</a>	Solution Advisor	Remote
9	Amit Gupta	<a href="mailto:amit_gupta09@infosys.com">amit_gupta09@infosys.com</a>	SAP Migration Architect	Remote
10	Pavan Kumar Miriyala	<a href="mailto:pavan_miriyala@infosys.com">pavan_miriyala@infosys.com</a>	Integration Lead	Remote
11	Vijay Gopal Sangolli	<a href="mailto:vijay_sangolli@infosys.com">vijay_sangolli@infosys.com</a>	Testing Lead	Remote
12	Dave Kovatch	<a href="mailto:dave_kovatch@infosys.com">dave_kovatch@infosys.com</a>	Infrastructure Architect	Remote
13	Eric Youngling	<a href="mailto:eric_youngling@infosys.com">eric_youngling@infosys.com</a>	OCM Lead	Remote

Please let me know if you have any other questions. Also, acknowledge on receipt.

Vijay

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Tuesday, March 12, 2024 8:46 AM  
**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Subject:** Notice: Action Required

**[\*\*EXTERNAL EMAIL\*\*]**

Mr. Ravichandran:

Thank you for your Company's Offer in response to solicitation #5400026039, SCEIS Modernization. We are pleased to inform you that your company has been selected to proceed to the next phase: Clarifications. Please review and respond to the attached letter.



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## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, March 19, 2024 11:40 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Files  
**Attachments:** SCEIS\_Presentation.pdf; SCEIS BOM.xlsx

George,

Attached are the materials for tomorrow's presentation/discussion.

Also, can you please add this person to the 'Remote' participant list and send out the invite?

**Name:** Sudhakar Tripurana **Email:** [sudhakar.t02@infosys.com](mailto:sudhakar.t02@infosys.com) **Role:** Basis Expert

Please let me know if there are any further questions.

Also, one of the In-person participants will be presenting, we would also need the TEAMS invite, so that presentation can be shared as we are presenting.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Monday, March 18, 2024 12:01 PM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Files

**[\*\*EXTERNAL EMAIL\*\*]**

Vijay, please note files representing Infosys presentation for Wednesday March 20 are due at noon today.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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## Rozes, George

---

**From:** Rozes, George  
**Sent:** Tuesday, April 16, 2024 2:04 PM  
**To:** Vijay Ravichandran  
**Subject:** RE: Amendment 3 live  
**Attachments:** AR1 Request Instructions GR clean.docx

Attached file with instructions.

**From:** Rozes, George  
**Sent:** Tuesday, April 16, 2024 1:53 PM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Amendment 3 live

Vijay:

Please proceed to the site and download all files. Twelve (12) have been edited. All 36 visible files are valid and current, so please download and use these files. [Solicitation Attachments \(sc.gov\)](#) Detailed instructions for responding are attached.

Additionally, the data room is closed and replaced by a new data room.

Go to: [REDACTED]

**User Sign on:**

Username: [REDACTED]

Password: [REDACTED]

**Solicitation Sign on:**

Solicitation ID: [REDACTED]

Access Code: [REDACTED]

These files are for Infosys' and the other offerors' use only. Please do not share with anyone unauthorized by me, who has not previously signed NDA.





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**Rozes, George**

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, April 23, 2024 2:37 PM  
**To:** Rozes, George  
**Subject:** [External] SCEIS RFP #5400026039 - Amendment 3 Questions  
**Attachments:** SCEIS\_Round 3\_Questions\_IPS.docx

George,

Questions from Infosys related to Amendment 3 are attached. Please acknowledge receipt.

Thanks,

Vijay

11



## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, May 7, 2024 12:21 PM  
**To:** Rozes, George  
**Subject:** [External] SCEIS RFP #5400026039 - Amendment 3 Response  
**Attachments:** IPS\_SCEIS Tool Matrix.xlsx; IPS\_2.2.docx; IPS\_2.3.docx; IPS\_4.1.xlsx; IPS\_Cover Page.pdf; IPS\_Exceptions.xlsx

George,

Infosys response to Amendment 3 is attached.

The Documents included are:

1. 2.2 (With Track Changes)
2. 2.4 (With Track Changes)
3. 4.1
4. Cover Page with Signature (As instructed in the QnA response)
5. Exceptions (No NEW exceptions added in this submission – only removed/modified the ones we got from SAP for the previous submission)
6. Tools Matrix

Please confirm on receipt. Let me know if there is anything else you need.

Thanks,

Vijay

## Rozes, George

---

**From:** Rozes, George  
**Sent:** Tuesday, May 21, 2024 8:08 AM  
**To:** Vijay Ravichandran  
**Subject:** Due Diligence  
**Attachments:** Infosys - Due Diligence Kickoff Session Invite.docx; SCEIS Modernization Due Diligence Plan Template.xlsx

Good morning. Please review and respond to attached documents. Please also confirm receipt of this email. Thank you!



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, May 21, 2024 9:08 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Due Diligence

Goerge,

Confirming receipt of this mail.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, May 21, 2024 8:08 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Due Diligence

**\*\*EXTERNAL EMAIL\*\***

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**Rozes, George**

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, May 21, 2024 1:00 PM  
**To:** Rozes, George  
**Subject:** [External] RE: Due Diligence

George,

Have a few questions/clarifications on this ..

1. It is mentioned that the Due Diligence questions mapped directly to the Assumptions in Exhibit 4.1 (Pricing Structure). Question is if we can also add Due Diligence question from Assumptions we have in the IPS 2.2 response and in the Attachment H response OR we only add and discuss Assumptions in Exhibit 4.1?

**Assumptions included in our response:**

Document	Section	Page
IPS_2.2	6.4.4.2 Technical Approach	83
	6.4.4.10 Integration	102
	9.10.2 Functional, Usability, Integration, and Regression Testing	124, 125
	9.10.4 Performance and Stress Testing	127
IPS_Att H_WorkOrder_MigApp	2.1.6 Solution Assumptions	9

2. The instructions also talk about 'minimizing Exceptions taken to the State's requirements, terms and conditions'. The 'Exceptions' list is in the 'IPS\_Exceptions' document – the question is if we are discussing these 'Exceptions' also on the June 5<sup>th</sup> meeting and if they need to- be included in the 'Due Diligence Questions' OR is the 'Exceptions' discussion not part of the June 5<sup>th</sup> meeting?

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, May 21, 2024 8:08 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Due Diligence

**[\*\*EXTERNAL EMAIL\*\*]**

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## Rozes, George

---

**From:** Rozes, George  
**Sent:** Wednesday, May 22, 2024 7:57 AM  
**To:** Vijay Ravichandran  
**Subject:** RE: [External] RE: Due Diligence

Vijay: The State supplements the answers below:

1. Assumptions – If Exhibit 4.1, Assumption tab does not include all your assumptions, please add the additional assumptions from Exhibit 2.2 and Attachment H to the Due Diligence Plan. The goal is to close all assumptions.
2. Exceptions – During the Kick-off session on June 5th, we will discuss the Due Diligence approach and provide some initial comments on the Due Diligence Plan. We do not intend to cover your specific Exceptions in the Kick-off session. Please include meetings in the Due Diligence Plan to discuss your Exceptions. The number of meetings will depend on the number and complexity of the Exceptions, and this will be refined as we jointly work through the Due Diligence Plans.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Sent:** Tuesday, May 21, 2024 2:31 PM  
**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>  
**Subject:** RE: [External] RE: Due Diligence

Here are the answers.

Regarding the Due Diligence Plan and cross-referencing the Exceptions, the Offerors should use Column F in the Due Diligence Plan to cross-reference only the Assumptions, not the Exceptions. The Offeror should include meetings in their Due Diligence Plan to discuss Exceptions. The

number of meetings will depend on the number and complexity of the Exceptions, and this will be refined as we jointly work through the Due Diligence Plans.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

**From:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>

**Sent:** Tuesday, May 21, 2024 1:00 PM

**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>

**Subject:** [External] RE: Due Diligence

George,

Have a few questions/clarifications on this ..

1. It is mentioned that the Due Diligence questions mapped directly to the Assumptions in Exhibit 4.1 (Pricing Structure). Question is if we can also add Due Diligence question from Assumptions we have in the IPS 2.2 response and in the Attachment H response OR we only add and discuss Assumptions in Exhibit 4.1?

***Assumptions included in our response:***

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	9.10.4 Performance and Stress Testing	127
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2. The instructions also talk about 'minimizing Exceptions taken to the State's requirements, terms and conditions'. The 'Exceptions' list is in the 'IPS\_Exceptions' document – the question is if we are discussing these 'Exceptions' also on the June 5<sup>th</sup> meeting and if they need to- be included in the 'Due Diligence Questions' OR is the 'Exceptions' discussion not part of the June 5<sup>th</sup> meeting?

Thanks,

Vijay

**From:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>

**Sent:** Tuesday, May 21, 2024 8:08 AM

**To:** Vijay Ravichandran <[Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com)>

**Subject:** Due Diligence

**[\*\*EXTERNAL EMAIL\*\*]**

Good morning. Please review and respond to attached documents. Please also confirm receipt of this email. Thank you!



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## Rozes, George

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**Sent:** Tuesday, May 21, 2024 1:00 PM  
**To:** Rozes, George  
**Subject:** [External] RE: Due Diligence

George,

Have a few questions/clarifications on this ..

1. It is mentioned that the Due Diligence questions mapped directly to the Assumptions in Exhibit 4.1 (Pricing Structure). Question is if we can also add Due Diligence question from Assumptions we have in the IPS 2.2 response and in the Attachment H response OR we only add and discuss Assumptions in Exhibit 4.1?

***Assumptions included in our response:***

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Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, May 21, 2024 8:08 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Due Diligence

**\*\*EXTERNAL EMAIL\*\***

Good morning. Please review and respond to attached documents. Please also confirm receipt of this email. Thank you!



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## Rozes, George

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**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, May 21, 2024 9:08 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Due Diligence

Goerge,

Confirming receipt of this mail.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, May 21, 2024 8:08 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Due Diligence

**[\*\*EXTERNAL EMAIL\*\*]**

Good morning. Please review and respond to attached documents. Please also confirm receipt of this email. Thank you!



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## Rozes, George

---

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, May 28, 2024 10:11 AM  
**To:** Rozes, George  
**Subject:** [External] RE: Due Diligence  
**Attachments:** SCEIS Modernization Due Diligence Plan Template\_IPS.xlsx

George,

Please find attached the first draft of the Due Diligence Plan Template from Infosys.

The liaison for this phase will be me (Vijay Ravichandran – [Vijay\\_Ravichandran@infosys.com](mailto:Vijay_Ravichandran@infosys.com))

Let me know if you have any questions and please acknowledge receipt.

Thanks,

Vijay

**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Tuesday, May 21, 2024 8:08 AM  
**To:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Subject:** Due Diligence

**[\*\*EXTERNAL EMAIL\*\*]**

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**Rozes, George**

---

**From:** Rozes, George  
**Sent:** Friday, June 14, 2024 1:44 PM  
**To:** Vijay Ravichandran  
**Cc:** Paul Kane; Bowen, Candi  
**Subject:** Due Diligence data room- Infosys

Vijay:

Please distribute to your NDA-covered team. I must receive a signed NDA for unsigned viewers!

Good morning. Here is the Due Diligence data room access for Infosys (Inf).

To view, go to: [REDACTED].

**User Sign on:**

User Name: [REDACTED]  
Password: [REDACTED]

**Solicitation Sign on:**

Solicitation ID: [REDACTED]  
Access Code: [REDACTED]



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## Rozes, George

---

**From:** Rozes, George  
**Sent:** Thursday, June 20, 2024 8:16 AM  
**To:** Vijay Ravichandran  
**Cc:** Kremlick, Lindsey; Paul Kane; Brunson, Nick; Bowen, Candi; Shaun Daly; Dawson, Nathan; Jon Crawford; Kyle Cox  
**Subject:** SCEIS Modernization -- SAP RISE BOM review

Dear Vijay Ravichandran:

As communicated previously, the State plans to procure SAP RISE NS2, and has worked with SAP to revise the BOM. The State would like your feedback related to the draft BOM and the following items:

1. SKUs included.
2. SKUs not included but should be considered.
3. SKU quantities per period.
4. Number and size of environments/tiers.

Pricing will **not** be discussed.

We would like to meet with you next week in a one-hour virtual meeting. With your confirmation, we will send you the draft BOM and a meeting invite. Please note this is an information gathering session and not a solicitation.

Best regards.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Satellite Office  
Trident Technical College Bldg 920 Rm 743  
7000 Rivers Avenue  
Charleston, SC 29406  
[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov) (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)



## Rozes, George

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**Subject:** Exceptions-- Infosys  
**Location:** Microsoft Teams Meeting

**Start:** Fri 6/28/2024 2:00 PM  
**End:** Fri 6/28/2024 2:30 PM

**Recurrence:** (none)

**Meeting Status:** Meeting organizer

**Organizer:** Rozes, George  
**Required Attendees:** Rozes, George; Simpson, Susannah; Kyle Cox; Vijay Ravichandran  
**Optional Attendees:** Bowen, Candi; Paul Kane; Andrei Calciu; Bhanu Prasad Narayana

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## Microsoft Teams [Need help?](#)

### [Join the meeting now](#)

Meeting ID: 271 433 405 340

Passcode: WiGFtD

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### Dial in by phone

[+1 803-454-9963,,482956105#](#) United States, Columbia

[Find a local number](#)

Phone conference ID: 482 956 105#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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## Rozes, George

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**From:** Rozes, George  
**Sent:** Friday, June 28, 2024 4:34 PM  
**To:** Vijay Ravichandran  
**Subject:** Exceptions  
**Attachments:** Infosys Critical Exceptions.xlsx

As promised, we attach the list of exceptions which concern the State. Please carefully review and consider modifying your positions if possible. If not possible, please advise. We suggest you respond with AR#2.

Thank you and if you have questions, please contact me.



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## Rozes, George

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**From:** Rozes, George  
**Sent:** Monday, July 15, 2024 9:51 AM  
**To:** Vijay Ravichandran  
**Subject:** Infosys AR #2 response  
**Attachments:** AR2 Request Instructions.docx; Ex 1.1\_Definitions\_v1.2.docx; Ex 2.1\_SOW\_v1.2.docx; Ex 2.2\_Solution\_v1.2.docx; Ex 4.0\_Model v1.2.docx; Solicit 5.docx; IPS\_Ex 4.1 Pricing Structure v1.2.xlsx

Good morning, Vijay. This note contains information for Infosys to prepare and produce Amended Response #2 for SCEIS Modernization solicitation number 5400026039. Amendment #5, edited files, and Infosys' pricing are attached for your convenience. Except for the pricing, these are also available on the web page at [Solicitation Attachments \(sc.gov\)](#) Please also check the Data Room Artifacts #21619 for additions.

Response is due no later than **Tuesday, July 30, 2024, by 2:00 p.m. EST.**

Thank you for continuing to work with us!



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## Rozes, George

**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, July 23, 2024 1:04 PM  
**To:** Rozes, George  
**Subject:** [External] RE: Date of AR #2

George,

Just wanted to share the list of questions that we would be asking Admin as part of the Due Diligence close out session at 4 PM today. All the questions are related to the new information in AR#2. Just wanted to give you some time to get a response.

Question	Solicitation page and section if relevant	Question
1.	<ul style="list-style-type: none"><li>AR2 Instructions, p.3 (Point # 2, c, iii)</li></ul> Ex. 2.1: 6.3.6.4 Deliverables: Point # 7	Please provide current manual ECC test cases size along with complexity and functional coverage for automation scripting. Also confirm, the current manual test cases & detail steps are documented for scripting.
2.	Attachment H Pricing	Is Pricing to be included on Attachment H or exclusively in Ex 4.1?
3.	Baseline AR1 Response	Do you want us to 'Accept All Changes' form the AR#1 submission, and use 'Track Changes' for AR#2 response only?
4.	Section 10.5 Application Security Updates	What are the "JAVA Components" referenced in this section (10.5.3) to be used for identified Security Notes?
5.	AR2 Instructions: Migration of BTP IS from commercial cloud to BTP IS NS2	<ol style="list-style-type: none"><li>What are the number of current CPI IS Tenants and what would be tenants in the Target NS2 tenants</li><li>How many IFLOWS in current BTP tenants</li><li>Interface Metrics – Revised interface count has been updated to 350. Does that include existing CPI FLOWS, that needs to be migrated to IS NS2.</li></ol> If yes, pls share the split of SAP PO and SAP CPI interfaces.
6.	Due Diligence Plan - IPS - 2024 06 14 - STATE V.02	Please provide the details of customizations that exist in current Work manager solution and need to be incorporated in SAP Asset Manager solution. This was referenced during Due Diligence as ID0021 to validate if any "significant customizations" exist.

Thanks,

Vijay

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**From:** Rozes, George <grozes@mmo.sc.gov>  
**Sent:** Friday, July 19, 2024 10:42 AM  
**To:** Rozes, George <grozes@mmo.sc.gov>  
**Subject:** RE: Date of AR #2

**\*\*EXTERNAL EMAIL\*\***

One more point of order!

You may ask questions related to AR #2 but remember your July 23 session runs 50 minutes!

George

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**From:** Rozes, George  
**Sent:** Friday, July 19, 2024 9:43 AM  
**To:** Rozes, George <[grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)>  
**Subject:** Date of AR #2

Offerors:

I have received inquiries regarding an extension for the date of submission of your AR #2.

At this time, there is NO CHANGE in the schedule. These are due on or before **Tuesday, July 30, 2024, by 2:00 p.m. EST.**



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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## Rozes, George

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**From:** Vijay Ravichandran <Vijay\_Ravichandran@infosys.com>  
**Sent:** Tuesday, July 30, 2024 1:50 PM  
**To:** Rozes, George  
**Subject:** [External] SCEIS RFP #5400026039 - AR#2 Submission  
**Attachments:** IPS\_SCEIS Tool Matrix.xlsx; IPS\_2.2.docx; IPS\_2.3.docx; IPS\_Att H\_WorkOrder\_S4HANA\_Pre Migration.docx; IPS\_Cover Page 1.jpg; IPS\_Cover Page 2.jpg; IPS\_Exceptions.xlsx; IPS\_Att H\_WorkOrder\_S4HANA\_Migration.docx; IPS\_4.1.xlsx

George,

Infosys response to AR#2 is attached.

The Documents included are:

1. 2.2 (With Track Changes)
2. 2.3 (With Track Changes)
3. Att H for Pre-Migration
4. Att H for Migration
5. 4.1 (All our discounts are in the FP pricing – so, not provided any Volume Discount)
6. Cover Page (2 Pages) with Signature (As instructed in the QnA response)
7. Exceptions (Reduced to total of 8 Exceptions – all ‘to be negotiated’)
8. Tools Matrix

Please confirm on receipt. Let me know if there is anything else you need.

Thanks,

## Rozes, George

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**From:** Rozes, George  
**Sent:** Wednesday, August 21, 2024 9:51 AM  
**To:** Vijay Ravichandran  
**Subject:** Notice  
**Attachments:** Letter to Infosys.docx

Vijay: Please see attached. Thank you.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology  
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HENRY MCMASTER, CHAIR  
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COMPTROLLER GENERAL



HARVEY S. PEELER, JR.  
CHAIRMAN, SENATE FINANCE COMMITTEE

BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE  
EXECUTIVE DIRECTOR

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JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

MEMORANDUM

January 21, 2025

To: John White, Chief Procurement Officer  
From: George Rozes, Procurement Officer for Solicitation #5400026039  
Re: Protest lodged by Infosys

Dear Mr. White:

This memorandum supports the December 11, 2024 Admin/SFAA response to Infosys' protest of the Notice of Intended Award. The undersigned Procurement Officer (PO) wishes to explain in detail his actions concerning the process of procuring an integrator in the SCEIS Migration from ECC to RISE with SAP S/4HANA platform for the Department of Administration.

One crux of the Infosys argument is that the State and particularly the PO somehow "hid" concerns it had about Infosys' offer. Infosys feels it was treated unfairly. Infosys' position, however, lacks any factual basis. The PO and the Department's Panel treated all Offerors impartially from the beginning to end of the solicitation process. Each Offeror received the same notices at the same time. Each Offeror was subjected to the same inputs using the same evaluation factors and sub-factors at meetings held on any particular topic. The PO served as timekeeper and gatekeeper to assure meetings covered only the agenda items with similar amounts of time devoted to each Offeror. All negotiation sessions with all Offerors were conducted in the same manner. All Offerors were given the same opportunities for discussions and negotiations. A full summary of the engagement with Infosys is attached as Exhibit A.

On March 4, 2024, the Procurement Officer determined Infosys to be included in the Competitive Range based on the Evaluation Panel report. The State then conducted a series of meetings with each offeror to advance both the offerors' understanding of the State's needs and the State's understanding of the offerors' solutions. The State's initial meeting with Infosys occurred on March 20, 2024. After meetings with all offerors, the State requested an amended response from each offeror (AR1 – See Exhibit B). As part of AR1, the State provided amended solicitation documents/exhibits and additional data artifacts for offerors to use in preparing their responses. Offerors were instructed to

provide revised proposals to include Exhibit 2.2 – SCEIS Modernization Services Solution, Exhibit 2.3 – Key Personnel, Exhibit 4.1 – Pricing Structure, Attachment J.2.1 Exceptions to Requirements, and Tools Matrix. Infosys submitted their AR1 on May 7, 2024.

After receipt of Amended Response 1, the State conducted a series of 1 kickoff meeting and 4 working sessions with each offeror designed to further gain mutual understanding of the State's needs and the offerors' solutions. The State met with Infosys on June 4, June 14, June 21, June 27, and June 28. The State then held a final meeting with each offeror to review the results of this series of meetings and close out any assumptions/questions from the offerors. The State met with Infosys on July 23, 2024. The State and Infosys had closed 54 of the 55 assumptions and questions at the end of these sessions. The State then requested an amended response from each offeror (AR2 – See Exhibit C). As part of AR2, the State provided amended solicitation documents/exhibits and additional data artifacts for offerors to use in preparing their responses. Offerors were instructed to provide revised proposals to include Exhibit 2.2 – SCEIS Modernization Services Solution, Attachment H – Form of Work Order, Exhibit 2.3 – Key Personnel, Exhibit 4.1 – Pricing Structure, Attachment J.2.1 Exceptions to Requirements, and Tools Matrix. Infosys submitted their AR2 on July 30, 2024

Each of the four experienced Offerors independently determined their strategy and level of assertiveness in questioning, negotiating, and responding to the State's needs. Infosys was provided the same opportunity to acquire or process the information to continue its status in the competitive range. The PO can only seek to assure equal opportunity for offerors, with no duty to guide vendors toward near equality of outcomes.

The other crux of Infosys' protest argument is that the State was not "direct" enough in communicating certain aspects of Infosys' offer, namely staffing and pricing. First off, pricing or staffing individually are not technical "weaknesses". Second, the Procurement Code creates no duty for the PO to gauge the mindset of each Offeror. Rather the PO sets the "playing field" per the Procurement Code's rules, assists the holistic collection of all offers in response to all needs stated in the Solicitation and otherwise allows the sophisticated, specially trained and selected Offerors in this solicitation to approach the negotiations as they see fit. As the record shows, the PO carried out his duties with no complaint or concern from any Offeror. With full transparency, the PO enabled the Evaluation Panel to carry out its mandate. The Panel unanimously recommended the best Offeror to the Selection Executive who approved and expressed his complete satisfaction with the decision.

Respectfully submitted, *George Rozes*, Procurement Officer



## EXHIBIT A

### Infosys Engagement Summary

This document contains a chronological summary of the activities between Infosys and the state during the SCEIS Modernization solicitation process.

#### Pre-Proposal Conference

On December 5<sup>th</sup>, 2023, the state provided an orientation of the procurement methodology, solicitation structure, data sharing process, offer submission process, evaluation process, and schedule to Infosys and other interested parties. Additionally, the state instructed interested parties to use the Q&A process to submit questions related to the solicitation or the technical requirements in a specified template by December 15<sup>th</sup>, 2023.

Date

12/05/2023

Agenda

[SCEIS Modernization Pre-Proposal.pptx](#)

#### Solicitation Q&A

Following the Pre-Proposal Conference, a Q&A process was used to collect questions from interested parties and provide official answers to clarify the parties' understanding of the solicitation and technical requirements. The state received 323 questions from the parties including forty-three from Infosys. Questions were then reconciled and classified, and answers were published via Amendment 1 to the solicitation.

Reference:

- [SCEIS Modernization Sol QA L.xlsx](#)
- Amendment 1
  - o [Ex 2.3 Key Personnel.docx](#)
  - o [Ex 4.5 Skill Set Desc.docx](#)
  - o [SCEIS Modern Solicitation.docx](#)
  - o [SCEIS Solicitation Am 1.docx](#)

Upon review, Infosys and other parties submitted additional questions seeking further clarification which resulted in Amendment 2 to the solicitation.

Reference:

- [No 3 - Infosys - Readiness Check - Response.pdf](#)
- [No 6 - Infosys - Page Limit and Extension - Response \(2\).pdf](#)
- [SCEIS Solicitation Am. 2.docx](#)

#### Evaluation

Infosys submitted a response to the solicitation dated February 9<sup>th</sup>, 2024.

Reference: [IPS](#)

## EXHIBIT A

### Clarification Session

After reviewing the Infosys offer, Infosys was invited to attend a Clarification Session to clarify their understanding of the state's needs and clarify the state's understanding of the Infosys solution.

#### Date

March 20<sup>th</sup>, 2024.

#### Pre-Meeting Questions

Infosys submitted 5 questions prior to the meeting: [Solution Session Supplier Questions.docx](#)

#### Agenda

[INF Solution Session 2024-03-20 PM.pptx](#)

#### Reference:

- [Solution Session Attendees - Infosys.docx](#)
- [SCEIS Presentation Infosys.pdf](#)

Amended Response 1 Following the Clarification Session, Infosys submitted Amended Response 1 dated May 7<sup>th</sup>, 2024.

#### Reference:

- [Infosys](#)
- [SCEIS Modernization Sol QA L.xlsx](#)

### Due Diligence

Following Amended Response 1, Infosys was invited to participate in a Due Diligence Kickoff Session on June 4<sup>th</sup>, 2024, ahead of a series of Due Diligence Working Sessions, to further gain mutual understanding of the state's needs and the Infosys solution. The goal of the Due Diligence Working sessions was to address all assumptions documented in the Infosys Amended Response 1 offer.

#### Reference

- [Infosys - Due Diligence Kickoff Session Invite.docx](#)
- [Due Diligence Kickoff Session \(Final\) v.1.pptx](#)

To facilitate the Due Diligence Working Sessions, Infosys provided the state with a Due Diligence Plan that contained 55 questions for clarification.

Reference: [SCEIS Modernization Due Diligence Plan Template\\_IPS.xlsx](#)

#### Due Diligence Working Sessions

The state held series of interactive sessions with Infosys to discuss and address all questions and assumptions in the Due Diligence Plan and document resolutions.

#### Working Session 1

- June 14<sup>th</sup>, 2024
- [Due Diligence - Working Session1 - Agenda v.1.pptx](#)

## EXHIBIT A

- [SCEIS Modernization Due Diligence Plan - IPS - 2024 06 14 - STATE V.02.xlsx](#)

### *Working Session 2*

- June 21<sup>st</sup>, 2024
- [Due Diligence - Working Session 2 - Agenda v.1.pptx](#)
- [SCEIS Modernization Due Diligence Plan - IPS - 2024 06 21 v.1 - STATE.xlsx](#)

### *Working Session 3 (BOM Review)*

- June 27<sup>th</sup>, 2024
- [SCEIS Modernization -- SAP RISE BOM review - Infosys.msg](#)
- [SCEIS BOM Infosys.xlsx](#)

### *Working Session 4 (Exceptions Review)*

- June 28<sup>th</sup>, 2024
- [SCEIS Exceptions DD Session Discussion Outline.docx](#)
- [Infosys Critical Exceptions.xlsx](#)

### Due Diligence Closing Session

The state met with Infosys on July 23<sup>rd</sup>, 2024, to review the results of the Due Diligence sessions and discuss instructions for Amended Response 2. Of the 55 assumptions and questions, the state and Infosys closed 54 during the Working Sessions.

Reference: [Due Diligence - Closing Session - Infosys v.1.pptx](#)

### Amended Response 2

Following the Due Diligence sessions, Infosys submitted Amended Response 2 dated July 30<sup>th</sup>, 2024.

Reference: [IPS](#)

Additional Reference link:

Procurement Services Site with Solicitation Attachments: [Solicitation Attachments](#)

**SCEIS Modernization Services Competitive Negotiations RFP #5400026039**  
**Amendment #3, Amended Response 1 (AR 1) Instructions**  
**Issue Date: April 16, 2024**

**Purpose**

The amended response process is intended to provide Offerors in the Competitive Range with an opportunity to update select documents of their offers based on dialogue and takeaways from the Solution Sessions. The Procurement Officer uploaded thirty-six (36) files, all of which are valid and current. [Solicitation Attachments \(sc.gov\)](https://sc.gov) PLEASE ASSURE YOU CAN DOWNLOAD ALL FILES; if not, immediately contact [grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)

**Dates**

*Questions Due Date/Time*

**Tuesday, April 23, 2024, 4:00 PM Eastern**

The State will allow for questions to be submitted by Offerors regarding these instructions and released documents during the first week after release. Questions should be submitted directly to the Procurement Officer via the form provided in the Solicitation. The State will make every effort to respond to all questions as soon as feasible.

*Amended Response Due Date/Time*

**Tuesday, May 7, 2024, 2:00 PM Eastern**

**Point of Contact**

George Rozes, Procurement Officer  
Division of Procurement Services | SC State Fiscal Accountability Authority  
Phone: 803-737-5769  
Email address: [grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)

**How to Respond**

• **Response Requirements**

Offeror must electronically submit all documents requested below as part of the Amended Response via email to George Rozes. **NOTE:** The State is not requesting and will not review documents submitted other than those identified below

The documents must be submitted in compliance with the following:

1. Documents in Microsoft Word must be a redlined version of the original response document, showing tracked changes. The State requests that Offerors change the username on the track changes feature to read "Amended Response 1".
2. **Exhibit 2.2 (SCEIS Modernization Services Solution)** response document must be resubmitted using the version from Offeror's initial submission. For avoidance of doubt, this response should be a redline to the initial Solution Response, based on the instructions in

- #1 above. Offeror shall not alter the State's provided requirements.
3. **Exhibit 2.3 (Key Personnel)** response document must be resubmitted using the attached version. For avoidance of doubt, this response should be a redline to the initial Solution Response, based on the instructions in #1 above. Offeror shall not alter the State's provided requirements.
  4. **Exhibit 4.1 (Pricing Structure)** must be resubmitted using the attached revised version and should **not** be redlined to the previous version. Pursuant to instructions, all pricing changes greater than \$100K must be captured in the pricing bridge worksheet as individual line items.
    - a. Offeror shall no longer provide Base Service Run Charges and Transition Charges, but is expected to provide Optional Run Charges and Transition Charges.
    - b. Offeror shall no longer provide BOM pricing.
    - c. Offeror shall no longer provide Infrastructure Rate Card pricing.
  5. **Exceptions** must be resubmitted using the Exceptions table (**Attachment J.2.1 Exceptions to Requirements**) from your previous submission. The exceptions shall be clean (**not** redlined from previous version) and include any remaining exceptions. NOTE: The State will **not** entertain any new exceptions. Offerors are encouraged **not** to request exceptions to standard contract terms and conditions; The State, in its sole discretion, may or may not accept the Offeror's requested exceptions. Prior to the final award of a Contract, the State reserves the right to make changes to the Agreement. Should this occur, any Offeror selected for negotiations will be notified. If there are no exceptions to any part of the Solicitation and related documents, the Offeror is agreeing to comply with those terms. **Any exception may result in the Contract not being awarded to the Offeror. Further, the quantity and substance of the exceptions taken may also result in the elimination of the Offeror's offer.**
  6. The Tools Matrix must be resubmitted using the version submitted prior to Solution sessions in accordance with the instructions included in the attachment and pursuant to discussions during Solution sessions. Offeror shall validate and ensure that the Tools Matrix reflects all proposed solution elements.
  7. With respect to Materials, including all software and tools used to deliver Services, please ensure compliance with **Article 10 of Exhibit 1.4 (General Provisions)**.
  8. Any proposed solution elements must be included in **Exhibit 4.1 (Pricing Structure)**. Failure to follow this requirement may result in elimination of the Offeror's offer.
  9. Revised offer must reflect the performance model described in **Exhibit 3.0 (Performance Model)**, as well as the Service Levels established in **Exhibit 3.1 (Service Level and Deliverable Matrix)** and further defined in **Exhibit 3.2 (Service Level Definitions)**. For avoidance of doubt, Offeror shall offer solutions to the defined Service Levels and Performance Model and not take ANY exceptions to Service Levels or Performance Model.

**Documents to Submit:**

1. Exhibit 2.2 SCEIS Modernization Services Solution Document

2. Exhibit 2.3 Key Personnel
3. Exhibit 4.1: Pricing Structure
4. Exceptions Table
5. Tools Matrix

### **Amended and New Solicitation Documents**

#### **Amended Documents:**

1. **SCEIS Modernization Amendment #3** containing general statement of edits to the solicitation.
2. **Exhibit 1.1 Definitions version 1.1** changes include:
  - a. Updated Service Component Provider (SCP) definition to include SAP RISE services
3. **Exhibit 1.2 Governance Model version 1.1** changes include:
  - a. Updated the governance structure to remove Managed Infrastructure and modified optional SAP Application Services to include optional platform services that wrap SAP RISE services.
4. **Exhibit 1.3 Service Management Manual version 1.1** changes include:
  - a. Removal of Infrastructure Services requirements
  - b. Moved Service Level Management to Admin as the lead.
5. **Exhibit 2.1 SCEIS Modernization Services SOW version 1.1** list of changes including:
  - a. In summary, the changes to this document are aimed at using SAP RISE for the S/4HANA infrastructure, BASIS and database hosting and management. These updates include removal of Infrastructure and Platform service requirements as those will be included in SAP RISE services. Some of the legacy Platform services requirements that are optional or not included in base SAP RISE services, were moved at the end of the Application Services section.
  - b. At a more detailed level, changes include:
    - i. Operating Model - Updated to show SAP RISE services vs Infrastructure and Platform services. The retained SCEIS team will have the role of SCEIS services integrator across SAP RISE and SAP Application Services. Moved service level reporting into SCEIS Governance.
    - ii. Infrastructure Management Services
      1. Most of the scope is removed with Performance and Capacity Management moved to Service Management.
    - iii. Service Management
      1. Table 3, Service Management Capabilities, updated to reflect the use of SAP RISE.
      2. IT Service Desk section updated to reflect the requirement for the SAP Application Services provider to be responsible for initiating and managing tickets within the SAP RISE ITSM system. These requirements are also reflected in the Incident, Problem, Request and Change sections.
      3. Removed Event Management requirements.
      4. Software License Management requirements updated to reflect Admin will be the software license owner with Service Provider supporting the process as needed.

5. Removed Patch Management.
  6. IT Service Continuity Management is updated to strike the prior requirements and replaces them with requirements moved from Infrastructure Services that put the SAP Application Services provider in a Disaster Recovery program management role where they define the strategy and perform planning and testing oversight.
  7. Service Level Management – update with final decision to have the SP report, or SCEIS report.
  8. Information Security Management – removed services that will be provided by SAP RISE services.
- iv. Migration Projects
    1. Original Project 1: Pre-Commencement Operations of Public Cloud Infrastructure – With the adoption of SAP RISE, this project is no longer required. Some of the activities from this project are now part of the new Project 2 Migration Projects.
    2. New Project 1: Pre-Migration Projects on ECC. There are no significant changes.
    3. New Project 2: Migration Projects to SAP RISE. The key change is the adoption of SAP RISE. SAP RISE Standard services will play an important role in the migration project.
  - v. Transition Services
    1. The structure of Section 7 Transition Services has not changed. However, the Transition Services solution will also need to be updated given the adoption of SAP RISE, elimination of the Infrastructure Services and reduction of the optional Platform Services (now part of SAP Application Services).
  - vi. SAP Application Services (Optional Services)
    1. Section 9 SAP Application Services (Optional Services) has few changes in the original Sections 9.1 through 9.10. There are three new sections. These moved from the original Section 8 Platform Services (now removed) to the Application Services section. The adoption of SAP RISE Standard Services will cover some of the original Platform Services (especially related to System Administration and SAP Basis) but not all.
6. **Exhibit 2.2 SCEIS Modernization Services Solution**, changes include:
- a. Updates to align with Exhibit 2.1
  - b. Addition of addition solution information, for example:
    - i. Project 1: Pre-Migration Projects on ECC.
      1. The purpose of these projects is to implement changes in the pre-migration SAP solutions (e.g., ECC, BW) solutions. While some of the pre-projects' analysis will be used in planning the migration to SAP RISE, that is not the objective. To estimate the implementation effort, make conservative assumptions that can be validated after detailed analysis and requirements definition. Suppliers are encouraged to recommend other pre-projects that will reduce the size and complexity of the migration to SAP RISE.
    - ii. Project 2: Migration Projects to SAP RISE.
      1. SAP RISE Standard services will play an important role in the migration project.

Service Provider is expected to provide overall management of the program and integrate SAP RISE implementation services into their solution. Experience in migrating from an on-premises, self-managed environment to SAP RISE will be important. Similar to the Pre-Projects, Service Providers are encouraged to recommend approaches to reduce the size and complexity of the migrations. How might the migrations be phased?

iii. Transition Services

1. The transition solution needs to include the design of the future operating model and associated SMM that integrates with SAP RISE processes, tools and structures. The transition solution should be flexible enough that the essential components work whether the operating services (including but not limited to Application Services) are executed by the Service Provider or SCEIS.

iv. SAP Application Services (Optional Services)

1. The adoption of SAP RISE Standard Services will cover some of the Platform services (especially related to System Administration and SAP Basis) but not all. Services Providers are encouraged to explain how their Application Services can effectively complement SAP RISE Standard services.

7. **Exhibit 2.3 Key Personnel**, changes include:

- a. Updates to align roles to change Security Director to Security Lead, remove the Technical Director, make the Platform Technical Lead a Technical Lead.

8. **Exhibit 3.1 Service Level and Deliverable Matrix**, changes include removal of Infrastructure service levels and updated deliverables to align with Exhibit 2.1 changes.

9. **Exhibit 3.2 Service Level Definitions**, changes include removal of Infrastructure service levels.

10. **Exhibit 3.3 Reports**, changes include removal of Infrastructure reports.

11. **Exhibit 4.0 Business Model version 1.1** description of changes, including:

- a. Remove SAP RISE-related resource unit definitions.
- b. Resource Unit Definitions for Service Management and Information Security Management move to the Optional Service section.

12. **Exhibit 4.1 Pricing Structure version 1.1** description of changes including:

- a. 'Pricing Bridge': Completion of Pricing Bridge is required for Amended Response to describe and quantify each pricing change greater than \$100,000.
- b. 'Instructions': Remove references to deleted worksheets.
- c. 'Migration Charges': Remove Project 1 (Pre-Commencement Operations of Public Cloud Infrastructure).
- d. 'Transition Charges':
  - i. Remove Base Services Transition Deliverables
  - ii. Adjust Optional Transition Deliverables to align with **Exhibit 3.1 (Service Level and Deliverable Matrix)**
- e. 'Run Charges':
  - i. Remove Base Services Run Charges
  - ii. Service Management and Information Security Management Resource Units move from



Base to Optional Services

- f. 'BOM Volumes Rates': Delete worksheet.
- g. 'Infra Rate Card': Delete worksheet.
- h. 'Staffing': FTE categories adjust to match changes in prior worksheets.

**13. Exhibit 4.2 Financial Responsibility Matrix version 1.1** description of changes, including:

- a. Change ownership of ERP Software from SP to Admin.
- b. Change ownership of Public Cloud Infrastructure from SP to Admin.

**Data Artifacts**

- a. Admin posted three additional data artifacts:
  - i. Process Discovery Summary for SAP S/4HANA Transformation
  - ii. SAP Readiness Check for SAP S/4HANA
  - iii. SAP Readiness Check for SAP BW/4HANA
- b. These documents have been posted to facilitate the development of additional recommendations related to pre-projects and migration alternatives.
- c. The migration approach is still brownfield. The Process Discovery Summary was not provided to highlight new functionality that could be implemented as a part of the migration.
- d. Service Providers are encouraged to review the Data Artifacts previously posted.
- e. Service Providers are encouraged to make reasonable, conservative assumptions within their AR1 response.

## SCEIS Modernization Services Amended Response 2 Instructions

### Overview

#### **Purpose**

The amended response process is intended to provide the Offeror with an opportunity to update select documents of the proposal based on dialogue and takeaways of the Due Diligence process.

#### **Due Date / Time**

Tuesday, July 30, 2024, by 2:00 p.m. EST

#### **Point of Contact**

George Rozes

Division of Procurement Services | SC State Fiscal Accountability Authority

Phone: 803-737-5769

Email address: [grozes@mmo.sc.gov](mailto:grozes@mmo.sc.gov)

### How to Respond

- **Response Requirements**

Offeror must electronically submit all documents requested below as part of the Amended Response via email to George Rozes. **NOTE:** The State is not requesting and will not review documents submitted other than those identified below.

The documents must be submitted in compliance with the following:

1. Documents in Microsoft Word must be a redlined version of the Amended Response (AR1) document, showing tracked changes. The State requests that Offerors change the username on the track changes feature to read "Amended Response 2".
2. **Exhibit 2.2 (SCEIS Modernization Services Solution)** response document must be resubmitted using the version from Offeror's AR1 submission. For avoidance of doubt, this response should be a redline to the AR1 Solution Response, based on the instructions in #1 above. Offeror shall not alter in anyway the State's provided requirements.
3. **Attachment H (Form of Work Order)** must be submitted. One Work Order should be created that includes the seven Pre-Migration Projects. The scope, deliverables, schedule, staffing, and fess for each project pre-project should be shown separately within the Work Order. A separate Work Order should be created for the Migration Project.
4. **Exhibit 2.3 (Key Personnel)** response document must be resubmitted using the version from the Offeror's AR1 submission. For avoidance of doubt, this response should be a redline to the Offeror's AR1 Response, based on the instructions in #1 above. Offeror shall not alter in anyway the State's

provided requirements.

5. **Exhibit 4.1 (Pricing Structure)** must be resubmitted using the attached revised version. The revised version is based on your AR1 response, updated to include AR2 changes noted below in the Amended Documents section below. Pursuant to instructions, all pricing changes greater than \$100K must be captured in the pricing bridge worksheet as individual line items. Remove all assumptions that were resolved as part of Due Diligence.
  - a. **NOTE:**
    - i. Highlight all AR2 changes by changing cell shading to orange.
    - ii. Do not password protect Exhibit 4.1.
    - iii. The Pricing Bridge must be completed to include the bridge from Original Proposal to AR1 and from AR1 to AR2.
    - iv. The Volume Discount tab must be completed.
    - v. All Transition Deliverables must be priced.
    - vi. The Apps Rate Card must be priced.
6. Exceptions must be resubmitted using the Exceptions table (**Attachment J.2.1 Exceptions to Requirements**) from the Offeror's AR1 submission. The exceptions shall be clean (not redlined from previous version) and include any remaining exceptions. **NOTE:** The State will not entertain any new exceptions. **Offerors are encouraged not to request exceptions to standard contract terms and conditions; The State, in its sole discretion, may or may not accept the Offeror's requested exceptions.** Prior to the final award of a Contract, the State reserves the right to make changes to the Agreement. Should this occur, any Offeror selected for negotiations will be notified. If there are no exceptions to any part of the Solicitation and related documents, the Offeror agrees to comply with those terms. **Any exception may result in the Contract not being awarded to the Offeror. Further, the quantity and substance of the exceptions taken may also result in the Offeror not progressing in the procurement process.**
7. The Tools Matrix must be resubmitted using the updated version posted in the Data Room plus the Offeror additions in accordance with the instructions included in the attachment and pursuant to discussions during Due Diligence sessions. Offeror shall validate and ensure that the Tools Matrix reflects all proposed solution elements.
8. With respect to Materials, including all software and tools used to deliver Services, please ensure compliance with Article 10 **of Exhibit 1.4 (General Provisions)**.
9. Any proposed solution elements must be included in **Exhibit 4.1 (Pricing Structure)**, failure to follow this requirement may result in a disqualification.
10. Revised proposal must reflect the performance model described in **Exhibit 3.0 (Performance Model)**, as well as the Service Levels established in **Exhibit 3.1 (Service Level and Deliverable Matrix)** and further defined in **Exhibit 3.2 (Service Level Definitions)**. For avoidance of doubt, Offeror shall solution to the defined Service Levels and Performance Model and not take ANY exceptions to Service Levels or Performance Model.

**Documents to Submit:**

1. Exhibit 2.2 SCEIS Modernization Services Solution Document
2. Exhibit 2.3 Key Personnel
3. Exhibit 4.1 Pricing Structure
4. Exceptions Table
5. Tools Matrix
6. Attachment H Work Order

**Amended and New Solicitation Documents**

**Amended Documents:**

1. **Exhibit 1.1 Definitions version 1.2** changes include:
  - a. Two new terms added: LMS and SCORM Package
  
2. **Exhibit 2.1 SCEIS Modernization Services SOW version 1.2** changes include:
  - a. Section 4 Service Management
    - i. Service Level Management - Admin SCEIS will provide the tools for Service Level Management Reporting
  - b. Section 6 Projects – General
    - i. Reenforce the end-to-end management of the program by the offeror.
  - c. Section 6 Projects – Pre-Projects
    - i. Data Archiving Project – solutions must be developed and implemented for both ECC and S/4ANA.
    - ii. Third Party Tools – Offeror will assist with procurement. Implementation or Upgrade of tools removed from scope.
    - iii. Automated Testing – Requirement for the creation of automated test scripts on ECC
    - iv. Data Clean-up – Addition of a new pre-project to clean-up data on ECC.
  - d. Section 6 Project – Migration Projects
    - i. Migration of BTP IS from commercial cloud to BTP IS NS2
    - ii. Migration from SAP Business Explorer (BEx) to SAP Analysis for Microsoft Office (AFO)
    - iii. Requirement to keep S/4 Environments in synch with ECC Environments
    - iv. Emphasis on S/4 solution functioning properly end to end.
    - v. Clarification on expected S/4HANA environment that will include Compatibility Packs, Embedded Fiori, SAP Analysis for Microsoft Office (AFO)
    - vi. Testing includes end-to-end testing, including management of third parties that need to be involved.
    - vii. Clarification of scope related to Training, including the implementation of EnableNow and associated integration with SuccessFactors.
    - viii. Hypercare requirement is a minimum of three months.
  - e. Section 9 SAP Application Services
    - i. Testing – Clarification of scope related to defect resolution and third-party systems.

- ii. Testing – Clarification that a minimum of two and up to four performance and stress tests per year.
  - f. Section 10 Cloud Application Services (CAS) Packages
    - i. Added six new services that are similar to SAP CAS Packages. The State may elect to procure a subset or combination of these services with the services in Section 9 SAP Application Service. In the event the services in Section 9 SAP Application Service and Section 10 Cloud Application Services are selected, duplicate services will need to be removed with equitable adjustment to price. The six packages are:
      - 1. Application Monitoring Services
      - 2. Application Operations Services
      - 3. Data Quality Optimization Services
      - 4. Data Volume Optimization Services
      - 5. Application Security Updates Services
      - 6. Release Version Upgrade Services
- 3. Exhibit 2.2 SCEIS Modernization Services Solution Document version 1.2** changes include:
  - a. Updates to align with Exhibit 2.1
- 4. Exhibit 4.0 Business Model version 1.2** changes include:
  - a. Section 3 Resource Unit Definitions
    - i. Updated to include SAP Cloud Application Services (CAS) resource units in Sections 3.2.7 – 3.2.11.
- 5. Exhibit 4.1 Pricing Structure version 1.2** changes include:
  - a. Tab “Pricing Bridge”
    - i. Offeror shall describe and quantify each pricing change greater than \$100,000.
    - ii. The Pricing Bridge has been updated to include AR2.
  - b. Tab “Volume Discount”
    - i. The Volume Discount table must be completed in the AR2 response.
  - c. Tab “Summary Charges”
    - i. Changed Effective Date from 9/2/2024 to 11/1/2024
  - d. Tab “Run Charges”
    - i. Added rows under “Other SAP Application Services” for SAP CAS Services.
  - e. Tab “Staffing”
    - i. Added rows under “Transition and Run – Optional Services” for SAP CAS Services.
  - f. Tab “B – Assumptions-Admin Staffing”
    - i. Created a new tab for Offeror to quantify (with FTE counts) their dependencies on Admin staffing to support the Services within the scope of the RFP.

**Data Artifacts added or modified in the Data Room include:**

- a. Tools Matrix
- b. Testing Metrics
- c. Interface Metrics
- d. Custom Code Metrics
- e. BW Reporting Metrics
- f. Ticket Metrics
- g. Technology & Business Cycles
- h. Procurement Types and Best-Case Duration Estimates

## Due Diligence Plan

- 1 Important: Offeror must ensure all assumptions declared in Exhibit 4.1 Pricing Structure, Worksheet "A - Assumptions", are addressed by one or more Due Diligence requests. Do not merely copy assumptions into this plan.
- 2 The State recognizes the importance of providing appropriate and available information and will support Offerors to the extent possible during this phase.
- 3 Upon receipt of Offeror Due Diligence Plan, the State will review and confirm with Offeror the purpose and intent of the specific plan items to begin the process of scheduling and facilitating the events.
- 4 The template is pre-populated with two example requests for informational purposes only. The State will remove these after Offeror submission. Offeror shall make no structural changes to the Workbook or its content.
- 5 Drop-down lists have been provided for select fields and are noted with (List) in the field heading. Do not make changes to these drop-down lists. If changes are required, please inform the State Due Diligence lead.
- 6 After Offeror makes their initial submission of the plan, all future changes by the Offeror will be colored in BLUE.
- 7 Offeror shall not populate or modify fields or tabs highlighted in blue.

### Description of **Due Diligence Plan** fields:

Field	Description
Offeror	Service Provider Three Letter Acronym
Tracking No. (DO NOT modify)	Pre-populated; continue numbering if additional requests are needed
Date item Added	MM/DD date when the item is first added to the Plan. The value is used in an auto-calculation on the Status tab.
Request Priority (List)	High :: significant impact on solution integrity and/or price Medium :: moderate impact on solution integrity and/or price Low :: minor impact on solution integrity and/or price
Specific question or data required. (include RFP document reference where applicable)	Provide specific questions or detailed description of data required. For context, include a description of the solution issue or pricing assumption that is being addressed by the due diligence request. Group these questions by topic area when possible.
Assumption Item #(s) cross-reference	Ensure that all your recorded assumptions have been fully addressed by your Due Diligence requests. Provide traceability by inserting one or more Assumption Item numbers (values from the first column of your submitted Exhibit 4.1 xlsx workbook, tab "A1 - Assumptions") that are addressed by a Due Diligence request line item.
Type of request (List)	Document Request Data Request Meeting :: Interactive one:one interview or group discussion with Offeror and the State. Survey :: A survey the Offeror requests for someone to complete
Request Category (List)	Financial Legal / Exceptions Solution Security Status Meeting Other
Status (List) <i>Used by the parties to track status of request items to completion.</i>	Submitted :: Offeror has just entered a new item. State Assigned :: State is processing the item. State Outbound :: State has sent a data request to another party. State Response :: State has provided a response in the Notes. Offeror Validation :: Offeror is processing the item for completion. Offeror Resubmit :: Offeror has, or will resubmit the item to the State. Meeting Requested :: Offeror has requested a meeting and State agrees. Meeting Scheduled :: State has scheduled a meeting for the item. Data Requested :: Offeror has requested data. Closed :: State and Offeror agreed to close the item with resolution. Closed - later phase :: State determined the item may be revisited at a later phase in the process. Cancelled :: Request cancelled as not relevant or not a due diligence request.
Offeror Owner	Offeror owner of the due diligence request item.
<b>For MEETING request types only</b>	
Topics of discussion	Subject matter to be discussed or observed
State resource needed	Role or Functional Subject Matter Expert
Duration	Time requested in hours
Meeting #	The reference number for the meeting as included in the meeting invitation.
Resolution Comments	The State's final disposition of the item.
Notes	Notes by the State and Offeror on progress, updates, and additional details for the item. Offeror updates will be colored in BLUE.
Date closed	MM/DD date when the item status is set to <b>Canceled, Closed, Closed - later phase</b> . The value is used in an auto-calculation on the Status tab for generating the burn-down chart.

### Due Diligence Plan Template General Instructions