



P.O. Box 850
2748 Wagener Road
Aiken, South Carolina 29802

Managed Information Technology (IT) Services

Request for Proposal
#20-001

**Proposal Due Date:
March 30, 2020
4:00 P.M.**

ACKNOWLEDGEMENT OF CONDITIONS

for RFP #20-001

PROJECT: Managed Information Technology (IT) Services

REQUIREMENTS: Attached

SCOPE OF WORK: Lower Savannah Council of Governments Requests Proposals for Managed IT Services

QUESTION DEADLINE: All questions must be received by:
March 13, 2020 at 4:00 PM
Questions must be submitted via email or mail and directed to:
Nora Sanders, Assistant Executive Director

SUBMISSION: Email: nsanders@lscog.org

Physical: Lower Savannah Council of Governments
2748 Wagener Road
Aiken, SC 29801

Mailing: Lower Savannah Council of Governments
P.O. Box 850
Aiken, SC 29802

OUTSIDE OF ENVELOPE MUST BE MARKED: RFP #20-001
Managed I.T. Services
Attn: Nora Sanders

RFP SUBMISSION DEADLINE: March 30, 2020 by 4:00 P.M.

**THE INFORMATION BELOW MUST BE FULLY COMPLETED
AND SIGNED FOR A PROPOSAL TO BE VALID**

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFP.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY FULL LEGAL NAME			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			

REQUEST FOR PROPOSALS

for RFP #2019

I. INVITATION

Lower Savannah Council of Governments (hereafter identified as LSCOG) in South Carolina seeks proposals from vendors interested in providing managed Information Technology (IT) services for our agency. IT is a critical component for the organization, and is used daily by every employee, contractor, partner, and end users to provide services to our clients. The qualified service provider/vendor will utilize a managed service provider approach to LSCOG to significantly limit the footprint of on-site IT infrastructure, enhance IT effectiveness and quality of services, minimize its support cost, and maximize return on investment in IT. The outsourcing strategy has been designed to secure a broad and reliable range of services from a vendor prepared to take the defined responsibilities for the reliability, and integration of LSCOG information systems. The objective of the proposal is to identify one (1) vendor to whom we can delegate our IT operations as an expert Managed Service Provider (MSP) that specializes in handling these responsibilities through a Service Level Agreement (SLA). A key deliverable for this work is a high level, scalable IT infrastructure.

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received in the office of LSCOG, 2748 Wagener, Road, Aiken, SC, 29801, by **4:00 PM on March 30, 2020**. Late proposals will not be considered. **Proposals shall be accepted in person, by U.S. Mail or by private courier service.** NO Proposals shall be accepted via oral or email communication, telephone or fax transmission. It is the sole responsibility of the Vendor to see that the proposal is received before the submission deadline. The Vendor shall bear all risks associated with delays in the U.S. mail or delivery service.

Proposals must include initial cost of assessment, installation/setup, both minimum and maximum length of contracts and procedures for termination of contract. Note-LSCOG maximum contract length for services is 36 months with option to review, approve (contract must not be auto renewal) and renew every 12 months up to 60 months.

Proposals received by 4:00pm on March 30, 2020, will be opened, and reviewed, as soon thereafter as possible, for responsiveness by LSCOG Staff, in the conference room of LSCOG at 2748 Wagener Road, Aiken, SC 29801. Only the names of Vendors will be disclosed at that time.

A proposal review panel will subsequently review and evaluate the proposals according to the criteria outlined in Section IV. The winning proposal will be selected by the Proposal Review Committee and approved by the senior management of LSCOG.

This solicitation does not commit LSCOG to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. LSCOG reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Vendors, or to cancel in part or in its entirety this proposal, if it is in the best interest of LSCOG to do so.

Questions: Any requests for clarification or additional information deemed necessary by any Vendor to present a proper proposal must be submitted **in writing by 4:00 PM on March 13, 2020** as follows:

Mail to: Attn: Nora Sanders, LSCOG, P.O. Box 850, Aiken, SC 29802

OR email to: nsanders@lscog.org

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All written questions or requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all known prospective vendors as well as posted on the LSCOG website, www.lscog.org.

Pre-Bid Meeting: A Pre-proposal meeting will be held on **Wednesday, March 18, 2020 at 2:00pm**, at Lower Savannah Council of Governments, 2748 Wagener Road, Aiken, SC 29801. This meeting is not mandatory, however it is recommended. If a representative from your company will be attending, email nsanders@lscog.org on or before 5:00pm Tuesday March 17, 2020.

Post Pre-Bid Meeting Questions and Clarifications: Following the pre-bid meeting, vendors attending the meeting may request in writing request for additional clarification questions by **4:00 PM on Friday, March 20, 2020** as follows: Mail to: Attn: Nora Sanders, LSCOG, P.O. Box 850, Aiken, SC 29802

OR email to: nsanders@lscog.org

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All written questions or requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all known prospective vendors as well as posted on the website lscog.org.

Restrictions Applicable to Offers: Violation of restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents or officials.* Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

PART: RFP TIMELINE

Description	Dates
Issuance of RFP	Thursday, February 27, 2020
Questions due	4:00 PM, Friday, March 13, 2020
Pre-Proposal meeting and question review.	2:00 PM, Wednesday, March 18, 2020
Pre-Proposal Meeting attendees, submit written clarification questions.	4:00 PM, Friday, March 20, 2020
Final responses to questions on or before.	5:00 PM, Thursday, March 26, 2020
Proposals due	4:00 PM, Monday, March 30, 2020

The proposal will be awarded on the basis of LSCOG’s total requirements, to one (1) vendor.

PRE-PROPOSAL RESPONSIBILITY. It is the Proposer’s responsibility to carefully examine and study the Proposal Document, and other related data identified in the Proposing Documents. Proposers are responsible for being familiar with all federal, state and local laws and regulations that may affect cost, progress, and performance of work.

AMENDMENTS TO SOLICITATION. This solicitation may be amended at any time prior to opening. All actual and prospective proposers should monitor the following web site for issuance of amendments: www.lscog.org. Proposers must indicate in some way through its proposal submission that they received the amendment. If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged. All amendments to and interpretations of the solicitation shall be in writing from the procurement official. The procurement official shall not be legally bound by any amendment or interpretation that is not in writing.

II. ORGANIZATION BACKGROUND

Established in 1967, LSCOG is a state chartered agency, which provides a wide range of services to citizens, county governments, and municipalities within Aiken, Allendale, Bamberg, Barnwell, Calhoun, and Orangeburg counties. LSCOG operates under the guidance of a thirty-nine member Board of Directors comprised of elected officials and citizens-at-large from the six (6) county area and is one of ten such regional agencies in South Carolina.

There are three major divisions within LSCOG:

- 1) Human Services:
 - a) *Aging*-The Area Agency on Aging (AAA) is responsible for planning, developing, coordinating, and implementing aging services for the region. It is part of a larger, nationwide network created by the Older Americans Act dedicated to improving lives. Services are provided in both community-based programs and in long-term care facilities. Utilizes Department on Aging's state database system (AIMS).
 - b) *Transit*-Transit is responsible for coordinating transportation services for seniors, persons with disabilities and people seeking transportation to work, using Route Match Software.
 - c) *Medical Assistance Volunteers*-There are two volunteer groups (approximately 20 volunteers) that assist retired seniors maneuver benefits, prescription drugs, Medicaid and Medicare plans. This is done through the use of customized Microsoft Access databases and heavy internet usage. Volunteers share six computer systems.

- 2) Planning Community, Economic Development Services(PCED)
 - a) *Economic and Community Development*: The economic and community development department administers housing programs, Community Development Block Grants, and Economic Development Administration programs.
 - b) *Planning & Transportation*: The planning department consists of three main program areas: local planning assistance, environmental planning (water and air quality), and transportation planning.
 - c) Geographic information services are also part of the planning division. GIS creates updates and maintain maps and geographic data for the region. Maps are produced using licensed ESRI software.

- 3) Workforce Development: The workforce development department provides staffing and administrative support to the region's workforce program. Part of its responsibility is to provide a skilled, productive workforce for local employers. The program provides services to both job seekers and employers.

- 4) Administration- provides oversight to all programs.
 - a) *Finance* is responsible for daily processing of invoices, payroll and loan programs. Finance utilizes, Grants Management Accounting Software (GMS), Blackbaud Accounting Software, and QuickBooks.
 - b) *Tourism*- responsible for marketing the region through the creation flyers, brochures, website, Facebook, Twitter, etc. Utilizes licensed Adobe Creative Cloud Suites (4 licenses).

III. GENERAL RFP INFORMATION

Project Location

- 1) LSCOG Main Office
2748 Wagener Road
Aiken, SC 29801

General operating hours: Monday-Thursday 7:30am– 5:30 pm, Friday 8:00am-4:30pm

Description of the Existing Technical Environment

LSCOG Main Office

- a. There are approximately 45 leased workstations/desktop computers (including keyboard, monitor, and mouse) for use by staff and volunteers. Fifteen (15) additional monitors for dual monitor setups.
- b. Staff and volunteers utilize Office 365 subscriptions.
- c. Environment is a third party hosted and managed cloud based virtual system.
- d. Currently utilize approximately 800 GBs of storage.
- e. Connects to the Internet via fiber service through Segra Communications. (30 kb-5 voice, 25 data).
- f. Cradle point backup (Verizon).
- g. Wireless Access point (3) capabilities for guest and volunteers.
- h. The LAN is provided by a hosted firewall and router.
- i. The locations use a full function Voice over Internet Protocol (VoIP) Private Branch Exchange (PBX) on site with Interactive Voice Response (IVR) menus, voicemail, voicemail attachment sent via email and Session Initiation Protocol (SIP) trunk service hosted by Segra.
- j. There are no servers at the location.
- k. There are approximately 12 LSCOG owned laptop computers that require desktop management and helpdesk support. Each laptop computer is capable of being securely accessed remotely for routine maintenance, troubleshooting, and user assistance through a variety of different methods.
- l. All computers have Microsoft Office Suite products and have a variety of software used to aid customers including, but not limited to, Adobe Creative Cloud Suites, Adobe Reader/Flash, and Google Chrome.
- m. The location has five (5) multi-functional network printers (Xerox & Pollard) and eleven (11) desktop printers (HP).
- n. Secure Wi-Fi access is provided for employees, volunteers and the public.
- o. Daily and weekly data backup and archiving.
- p. Minimum 2 weeks data backup.
- q. 13 mobile devices (IPhones) that access email (Verizon).
- r. 24/7 helpdesk support.

IV. ROLE OF CONTRACTOR/SCOPE OF WORK

LSCOG requests the submittal of proposals from vendors interested in providing managed IT services for supporting the daily operations of LSCOG.

Scope of Work

Assessment

1. Compile/update inventory of all information technology related assets for the LSCOG Office located at 2748 Wagener Road, Aiken, SC 29801.
2. Assess system architecture and current processes and make recommendations for improved IT system performance.

Implementation

- 1) Provide necessary Workstations/Desktop equipment and configuration with the latest version of Windows and Microsoft Suites. (Estimated 45-50).
- 2) Setup and Configuration with ongoing support and any configuration changes that need to be made over the contract period.
- 3) Initial Setup, Implementation, and Training
- 4) Cloud Storage Back up for Disaster Recovery
- 5) Security Encryption, Monitoring and Management
- 6) Email archiving
- 7) Daily backup of key systems (finance, admin, etc.)
- 8) Weekly backup of non-key user file systems
- 9) Server Threat monitoring and analysis, threat detection, response and remediation. (24/7 Remote Monitoring and Support, MS Patch, Anti-Virus License and Management, Monthly Report)
- 10) Maintain a high level of overall internet security.
 - a. Internet security must meet all Federal, State, and local laws and regulations regarding confidential information, such as but not limited to, 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g, 34 CFR 361.38, S.C. Code Ann. §§ 41-29-150 through 170 and IRS Publication 1075.
- 11) Desktop Management with (at minimum) Business Hour Help Desk (Business Hour Helpdesk, Microsoft Patching, Endpoint Protection License and Management, Monthly Report)
- 12) Workstations Threat monitoring and analysis, Threat detection, response and remediation.
- 13) Firewall Service
- 14) Deployment plan for replacement PCs and laptops as needed, including installation of updates, application software, and network and peripheral device configuration as needed in the future.
- 15) Day-to-day troubleshooting of hardware and software issues and network. This support should extend to peripheral devices such as monitors, keyboards, mice, copiers, printers, etc.
- 16) 24/7 monitoring of key systems with automated failure notification.
- 17) Daily (7:30 am-5:30 pm) help desk coverage for key systems with 1-hour reply time and 24-hour target response time (or better)
- 18) Daily (7:30 am-5:30 pm) help desk coverage for laptops and PCs with 1-hour reply time and 24-hour target response time (or better).
- 19) Timely repair of failures or malfunctions on all systems, including malware infections, intrusion detection, and other security breaches
- 20) Timely assistance with changes and reconfigurations on systems, including implementation of security best practices.
- 21) Timely assistance interacting with external software or hardware vendors to install, configure, troubleshoot, or repair systems.
- 22) Logging and reporting of requests for assistance, ideally including an online support ticket portal.
- 23) Comprehensive patch management for covered equipment, including OS patches and application patches and installation of upgrades. Alert notifications to designated personnel in the event of failure.
- 24) Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached.

- 25) Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; Regular maintenance for servers, PCs, switches, and other network equipment, including regular review of system logs to identify security and maintenance issues.
- 26) Develop operations, administrative, and quality assurance back-up plans and procedural documentation.
- 27) Setup new users and edit or remove existing users in environment.
- 28) On-site by support engineers as needed.
- 29) Assistance with developing specifications for new equipment and/or software or identifying appropriate hardware or software solutions, including preparing quotes for purchase.
- 30) Record keeping and administration for maintenance and support contracts and license management for server and network-related software, including timely notification of pending contract and/or license renewals.
- 31) Development and maintenance of administrative documentation for systems and applications.
- 32) Input and advice on implementation of new capabilities and systems, including cloud-based options.
- 33) Input and advice on security best practices.
- 34) Input and advice on preparation of annual IT plans and budgets, including budgetary estimates for specific recommendations and proposals.
- 35) Assistance maintaining continuous operations during a disaster recovery scenario.
- 36) Work with the LSCOG primary staff contact to
 - a. Work on all services provided.
 - b. Work on an annual technology budget for recurring expense items and new capital requirements.
 - c. Make technology upgrade suggestions.
 - d. Analyze the data collected and offer resolutions for issues and potential risks.

This is an open and competitive process. If you wish to submit alternate solutions, please do so.

Proposals must include initial cost of assessment, installation/setup, both minimum and maximum length of contracts and procedures for termination of contract. Note-LSCOG maximum contract length for services is 36 months with option to review, approve (*contract must not be auto renewal*) and renew every 12 months up to 60 months.

V. QUALIFICATIONS

Vendors must have a demonstrated track record of furnishing satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these specifications. LSCOG reserves the right to make the final determination as to the proposer's ability to provide the products and/or services requested herein. Vendor must have:

- 1) Demonstrated financial stability & independence (this project would not constitute a large percentage -- no more than 25% -- of a firm's revenue stream).
- 2) Adequate business insurance policy coverage amounts.
- 3) Solid project references.
- 4) Adequate personnel/staffing.

Additionally, qualified firms should also detail the following:

- 1) Number of years your firm has been in business;
- 2) Number of years in business of providing proposed services
- 3) Sample contract for similar services;
- 4) Contact information for at least three recent project references;
- 5) List of personnel that would be assigned to this project along with each team member's role.

The price you quote should be inclusive. Compensation for the services shall be a fixed fee with a contract maximum. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

Terms of Payment: Contracts resulting from this proposal shall be subject to completion of delivery. The purchaser will make payment within the guidelines of a payment schedule of the proposal and agreed upon by both parties. LSCOG reserves the right to retain ten percent (10%) of all reimbursements should issues arrive, until a final delivery of service/equipment, etc. has been satisfactorily completed, if such action is in the best interest of the organization. Completion and acceptance of the work will not release the Proposer from liability for any repair of faulty workmanship or materials found after payment has been made.

VI. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Proposals must be submitted in the format outlined in this section. Vendors must furnish all information required by the request. The requirements stated herein do not preclude the vendor from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

General Instructions - All proposals must be assembled in the following order:

- 1) Cover Sheet
- 2) Project Narrative
- 3) Statement of Work
- 4) Budget
- 5) 2019 W9 Form
- 6) Four (4) required affidavits (sign and scan into final quote package)

Applicants must use the forms provided here in completing their proposals.

Project Narrative - The narrative will describe applicant's services and professional and organizational experience. When preparing your response, please list the number and name of the sections as they appear below.

- 1) Company Information
 - a. Full legal company name
 - b. Year business started
 - c. Location of company headquarters
 - d. Brief company history
 - e. Current number of staff employed
 - f. Key contact name, title, address (if different from above address), email address, and direct telephone number.
- 2) Relevant Experience and Qualification
 - a. Describe your experience in providing these services in similar projects.
- 3) References
 - a. Submit the name of three (3) organizations that can serve as references that you are currently providing services for—include names, addresses, e-mail addresses, and telephone numbers. LSCOG reserves the right to contact other persons not specifically listed as references but who may have direct knowledge of the vendor's previous work. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.
- 4) Give the names of the person(s) who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

- 5) Nonperformance
 - (a) If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice or agreement to stop performance due to the vendor's nonperformance or poor performance, or the issue was litigated, and such litigation determined the vendor to be in default. List complete name, address and telephone number of the other party and explain the resolution of the matter
 - (b) Explain whether or not your firm has been involved in any other litigation within the past five (5) years arising out of your performance.

Statement of Work - Describe your approach to providing the services listed in the Scope of Work (Section IV) and your methodology for providing on-going support. Respondent shall describe hosting equipment specifications, hosting facilities security, internet connectivity/bandwidth rates, firewall capabilities, and power redundancy.

Budget - Please provide a budget for the costs associated with all items. Specify if this is an hourly/weekly/monthly/quarterly rate. The proposal must contain a fee schedule that includes fixed rate business hours support and hourly rates for additional services. Describe how your services are priced, and any specific pricing you can provide. Define any additional charges (e.g. travel expenses).

Invoices require itemization email hosting, anti-virus protection, and price/hr. of support, etc.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY LSCOG.

VII.EVALUATION CRITERIA

Recommendations Process

1. Acceptance for Review - Only proposals received by the deadline shall be accepted and reviewed. Proposals submitted that are substantially incomplete, or use unauthorized forms may be termed
 - a. "non-responsive" and will not be reviewed.
2. Contents Review - Proposals received by the deadline and accepted for review shall be submitted to and reviewed by the proposal review panel.
3. The proposals shall be ranked and scored according to the criteria listed in this RFP.
4. The proposal review panel will review and analyze the responses and schedule times to review each vendor's proposal. Vendors invited to attend the interview shall bear their own expenses for attending. LSCOG will not be responsible for any costs associated with proposal preparation or interviews. The panel will then make a recommendation to Lower Savannah COG for award using the selection criteria set forth above.
5. Discussions may be conducted with vendors who submit proposals determined to be reasonably capable of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
6. Qualified firms should be prepared for a potential in-person interview. If your firm will be hiring sub-contractors, please clearly state this in your proposal and identify the degree of work that any subcontractor will be performing. Sub-contractors should also be available for interview.
7. LSCOG may make such investigations as it deems necessary to determine the ability of a vendor to deliver the required materials and services, and the vendor will furnish all information for this purpose as LSCOG may reasonably request.
8. LSCOG reserves the right to reject a proposal if the evidence submitted by or the investigation of such vendor fails to satisfy that vendor is properly qualified to carry out the obligations of the contract and to deliver the equipment or services described herein.

Evaluation Criteria

Proposals will be evaluated on the following criteria.

- 1) Suitability of the Proposal (20 Points) – the proposed solution meets the needs and criteria set forth in the RFP.
- 2) (20 Points) Expertise in recommending and communicating appropriate technical solutions as evidenced by the proposal and references.
- 3) Vendor Experience (30 Points) – Candidates shall be rated primarily on whether or not it has a substantial history of providing similar services. References shall weigh heavily in the scoring.
- 4) Value/Pricing Structure and Price Levels (20 Points) – Reasonable price commensurate with the value offered by the vendor.
- 5) Depth and Breadth of Staff (5 Points) – The vendor has appropriate staff with the expertise to develop and implement the project in the time frame needed.
- 6) Proposal Presentation (5 Points) – The information is presented in a clear, logical manner and is well organized.

VIII. METHOD OF AWARD

LSCOG intends to select one (1) vendor to whom we can delegate our IT operations as an expert Managed Service Provider (MSP) that specializes in handling these responsibilities through a Service Level Agreement (SLA).

IX. TERMINATION

In the event no funds or insufficient funds are made available for payments due under this contract, LSCOG shall immediately notify the Vendor of such occurrence, and this contract shall create no further obligation of LSCOG as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to LSCOG of any kind whatsoever. No right of action or damages shall accrue to the benefit of the Vendor as to that portion of this contract that may so terminate. LSCOG shall provide the successful Vendor with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the Vendor shall not prohibit or otherwise limit LSCOG the right to pursue and contract for alternate solutions and remedies as deemed necessary by LSCOG for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

Exit Plan

90 days prior to the expiration of the Contract Period and/or immediately upon the termination of this Contract for any reason, the contractor shall perform the following:

The Proposer shall establish a written plan and timeline (with milestones), acceptable to LSCOG' Management, for the accomplishment of the termination process and orderly transition of the services, as described in this RFP, from the contractor ("Exit Plan"). The Exit Plan shall include but not limited to:

- 1) Software Development Folders
- 2) Updated LSCOG' IT Architecture
- 3) Status of in-progress projects with all documentation
- 4) Training Classes and Documentation
- 5) Disaster Recovery Plan and Testing documentation
- 6) Process of collecting employee badges, keys, etc.
- 7) Location and description of all desktop images
- 8) Contents of IT Documentation Library

- 9) Process to inactivate all contractor staff network access
- 10) Administrative passwords of all servers
- 11) Diagram and documentation of all communication systems

The Proposer shall deliver the Exit Plan to LSCOG 90 days prior to the expiration of the Contract Base Period or any of the option years of the Contract, and/or immediately upon the termination of the Contract, as directed by LSCOG.

X. APPROVAL OF USE OF NAMES

The vendor shall not have the right to include LSCOG names in its published list of customers without prior approval. With regards to media and/or news releases, only the name and duration of contract may be used and then only with prior approval. The vendor agrees not to publish or cite in any form any comments or quotes from LSCOG' members, officials, or staff. The Vendor further agrees not to refer to award of this agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by LSCOG.

XI. NON-DISCLOSURE STIPULATION ON LSCOG CONFIDENTIAL AND PROPRIETARY DATA

The vendor shall take all precautions necessary and appropriate to ensure the confidentiality of LSCOG record information. The vendor shall limit access to LSCOG' records only to its authorized representatives. Except as authorized by LSCOG, the vendor shall not reproduce any LSCOG' records. LSCOG shall have the right to review the vendor's procedures for handling its records and may make such inspections, as it deems necessary to ensure that the vendor is safeguarding said record information adequately.

XII. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of this contract, it shall be the Vendors responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The Vendor will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

XIII. ASSIGNMENT

No contract or its provisions may be assigned, sublet, or transferred without the written consent of LSCOG.

XIV. OTHER CONDITIONS

Debarment, Suspension, and Other Matters Related to Public Transactions

The prospective vendor certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal and/or State department or agency.
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY LOWER SAVANNAH COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. LSCOG RESERVES THE RIGHT TO REJECT ANY PROPOSAL, WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

Definitions Used Herein:

- a) "PROPOSAL REQUEST" -Solicitation of a Formal Sealed Request for Proposals
- b) "VENDOR"- The person or company offering the service, equipment, etc.
- c) "PROPOSAL" -Submission of Qualifications and Cost Proposal Offered by the Vendor
- d) "PROPOSER"-The person or company submitting the proposal
- e) "LSCOG"-Lower Savannah Council Of Governments

Completing Proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. Authorized vendor must sign the proposal and required information must be provided.

Confidentiality of Proposal Information: each proposal must be in a sealed envelope and clearly marked to provide confidentiality of the proposal information prior to the opening. Supporting documents and/or descriptive literature may be submitted with the proposal or in a separate envelope marked literature for RFP (number). Do not indicate prices on literature.

Submitting Confidential Information: Proposers must clearly mark as "confidential" each part of their proposal, which they consider to be proprietary information that could be exempt from disclosure under South Carolina's current Freedom of Information Act. Lower Savannah Council of Governments reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the Council of Governments or its agents for its determination in this regard. Note: Marking your entire proposal confidential/proprietary is not in conformance with the S. C. Freedom of Information Act.

Accuracy of Proposal: each proposal is made public record of LSCOG after award. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the vendor will complete the contract.

Submission of Proposal: proposals are to be sealed and submitted to LSCOG via mail-P.O.Box 850, Aiken, SC 29802 or hand carry to 2748 Wagener, Road, Aiken, SC, 29801, prior to the date and time indicated on the cover sheet.

Addenda: all changes in connection with this proposal will be issued by LSCOG in the form of a written addendum. signed acknowledgment of receipt of each addendum must be submitted with the proposal.

Late Proposals and Modifications or Withdrawals: proposals received after the deadline designated in this RFP will not be considered. Proposals may be withdrawn or modified prior to the deadline date and time indicated for submission on the cover sheet.

Proposal Condition of Price: all cost proposals submitted shall remain effective for a minimum period of 60 days or until evaluation is complete and award is made. Thereafter, the contract price shall remain effective for the term of the contract.

Insurance: the contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of LSCOG by the contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage shall be submitted prior to entering into the contract and such coverage shall be maintained by the contractor for the duration of the contract period.

New Materials, Supplies, or Equipment: unless otherwise specified, all materials, supplies or equipment offered by a vendor will be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment will be assembled and full serviced, ready for operation when delivered.

Warranty: Supplies or services furnished as a result of this proposal will be covered by the most favorable commercial warranties, expressed or implied, that the vendor and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to LSCOG by any other clause of this proposal. LSCOG reserves the right to request from vendors a separate manufacturer certification of all statements made in this proposal.

Method of Award and Notification: Proposals will be analyzed and the award made, based on the evaluation criteria for this proposal, to the best-qualified vendor. LSCOG reserves the right to reject any or all proposals and any part of a proposal; to waive informalities, technical defects, and minor irregularities in proposals received. It is the policy of LSCOG that in the event two or more Proposals are tied after evaluation of proposals, awards shall be determined as follows:

1. Should there be a firm located within the LSCOG region (Aiken, Allendale, Bamberg, Barnwell, Calhoun, Orangeburg Counties of South Carolina) tied with an out-of-region firm, the award shall be made to the firm within the region.
2. Should there be a South Carolina firm tied with an out-of-state firm, the award will be made to the South Carolina firm.
3. Tied proposals involving LSCOG area firms will be resolved by the flip of a coin by the review committee chairperson or the executive director of LSCOG.
4. Tied proposals involving South Carolina firms not in the LSCOG region will be resolved by the flip of a coin by the review committee chairperson or the executive director of LSCOG.

Credit Terms: vendor will indicate all discounts for full and/or prompt payment. Discount will be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered will be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

Seller's Invoice: invoice will be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoice will contain the following general information, item number, description of supplies, or services, sizes, unit of measure, quantity, unit price, and extended price.

Safety: all practices, materials, supplies, and equipment will comply with the federal occupational safety and health act, as well as any pertinent federal, state, and/or local safety or environmental codes. It is the responsibility of the vendor to provide material safety data sheets for product(s) requiring the same.

Disclaimer of Liability: LSCOG and/or any of its agencies will not hold harmless or indemnify any vendor for any liability whatsoever.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD LSCOG, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED

VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

Anti-Discrimination Clause: No Vendor to this request will in any way, directly or indirectly, discriminates against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Lower Savannah Council of Governments is an Equal Opportunity Provider and Employer.

AFFIDAVIT I

AFFIDAVIT OF NON-COLLUSION

I, _____, holding the title and position of

_____ at the firm _____

affirm that I am the authorized signatory on behalf of the company, board directors and owners in setting the price on the bid or proposal.

- 1. I certify under penalties of perjury that this bid/proposal is genuine and not made in the interest or in behalf of any person, company, client, joint venture, partnership or legal entity not herein named.
- 2. No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
- 3. No companies, clients or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
- 4. The price of the bid/proposal has not been disclosed to any client, company or contractor, and will not be disclosed until or after the formal date on the proposal.

Signature _____

Date _____

AFFIDAVIT II

ALL ORGANIZATIONS MUST COMPLETE THE FOLLOWING AFFIDAVIT AS TO NON- DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.

The undersigned representatives do hereby certify that, the applicant or contractor does and will continue to comply with Title VI of the Civil Right Acts of 1964 (42USCS2000d) and all other applicable federal, state and local statutes relative to non-discrimination.

The undersigned further recognizes that the Lower Savannah Council of Governments may not contract with any organization, which is not compliance with these assurances. No person shall on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds available from the federal government.

Name of Organization _____

Mailing Address _____

Physical Address _____

Name and Title of Authorized Signatory _____

Signature _____ Date _____

AFFIDAVIT III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for "sub-awards at all tiers (including sub- contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all" sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization _____

Mailing Address _____

Physical Address _____

Name and Title of Authorized Signatory _____

Signature _____ Date _____

AFFIDAVIT IV

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160- 19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization _____

Mailing Address _____

Physical Address _____

Name and Title of Authorized Signatory _____

Signature _____ Date _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. . The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.