



**THE JAMES ISLAND PUBLIC SERVICE DISTRICT**  
**REQUEST FOR PROPOSALS (RFP)**

THIS REQUEST IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE JAMES ISLAND PUBLIC SERVICE DISTRICT WITH AN INFORMATION TECHNOLOGY MANAGED SERVICES IN ACCORDANCE WITH THE ACCOMPANYING SPECIFICATIONS.

**Specifications for:**

Information Technology Managed Services

**Deadline to submit proposal:**

Monday, January 10, 2022, by Noon (EST)

**Mandatory Walk-thru of Signal Point Facility (1739 Signal Point Road) and Fire Station 1 (1108 Folly Road):**

Tuesday, January 4, 2022 @ 10 a.m. (EST)

The James Island Public Service District (District) reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. ***Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract (Exhibit B) detailed below as the basis to establish a contractual relationship with the District.*** Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the District.

## TABLE OF CONTENTS

- 1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS
- 2.0 PROJECT BACKGROUND
  - 2.1 Introduction
  - 2.2 District's IT Transformation
- 3.0 SCOPE OF WORK
  - 3.1 Service Desk Support
  - 3.2 Network Infrastructure Monitoring and Network Administration
  - 3.3 Microsoft Servers and SQL Server Administration
  - 3.4 Backup As-a-Service
  - 3.5 Desktop As-a-Service
  - 3.6 Security & Compliance
  - 3.7 Professional Services
- 4.0 PROPOSAL ORGANIZATION
  - 4.1 General Information
  - 4.2 Understanding/Statement of Interest
  - 4.3 Service Approach
  - 4.4 Personnel
  - 4.5 References
  - 4.6 Contract Terms and Conditions
  - 4.7 Cost Model
- 5.0 CONDITIONS FOR PROPOSAL SUBMITTAL
  - 5.1 Proposal Format
  - 5.2 Questions
  - 5.3 Proposal Submission/Deadline
  - 5.4 Retention of Proposals
- 6.0 PROPOSAL EVALUATION
  - 6.1 Method of Award
  - 6.2 Cancellation of Award
  - 6.3 Evaluation Procedures
  - 6.4 Criteria for Evaluation
  - 6.5 Oral Presentation
  - 6.6 Rejection of Proposals
- 7.0 MISCELLANEOUS PROVISIONS
  - 7.1 Contract Provisions
  - 7.2 Provisions of Sub-Contract
  - 7.3 Non-Discrimination
  - 7.4 Lobbying
  - 7.5 Limitations

## **1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS**

- 1.1 This request for proposal (RFP) outlines the nature and scope of the Information Technology Managed Services for the James Island Public Service District (District), located in Charleston, South Carolina.
- 1.2 Vendor or Vendor with principals, spouses of principals, or any other stakeholders who are also employed by the District, shall be deemed not eligible to submit proposals on this project. The District reserves the right to disqualify any proposal that it determines does not comply with the laws of the State of South Carolina, policies of the District or creates a conflict, or the appearance of a conflict, of interest for the District.
- 1.3 For purposes of this RFP, proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the District. Please reference Article 5 and Exhibit B of the Professional Services Contract (PSC). Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract detailed below as the basis to establish a contractual relationship with the District. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the District.

## **2.0 PROJECT BACKGROUND**

### **2.1 Introduction**

The District has 90 full time employees supported by IT, working remotely and in the District's facilities in the City of Charleston and its surrounding areas.

The District needs a Managed Service Provider to respond to business needs for timely, agile and effective IT services to support the changes of the District's operations and the pace of technology changes.

### **2.2 JAMES ISLAND PUBLIC SERVICE DISTRICT's IT**

The District began transitioning from a traditional IT organization to a Managed Service Provider model several years ago. It is expected that the successful bidder for this contract:

1. Understand government business processes, mobility, and utilize technology to make government most efficient.
2. Be an advocate for the District with recommendations for new technology, security, backup services, planning and budgeting.
3. Understand significant progress continues to be made in this transformation to update infrastructure. The successful bidder should expect to continue with projects and recommendations.
4. Perform its Scope of Work with the understanding that the District primarily uses the Microsoft line of products for office products and server technology with a few exceptions.
5. Perform its Scope of Work with the understanding that some of the District's facilities are connected with site-to-site VPNs.

6. Perform its Scope of Work with the understanding that the District employee workstations are varied and are currently running Windows 10 or greater.

### **3.0 SCOPE OF WORK**

The District is seeking proposals for Information Technology Managed Services to serve as a business partner in the delivery of managed IT services. Qualified Vendors must be:

1. Insured to the District's requirements
2. Experienced and qualified managed services Vendor
3. Certified in Microsoft and Cisco products administration where appropriate
4. Have the names of all personnel on file with a passing background check.

#### ***Managed Services Categories:***

**Interested Vendors shall provide a proposal for a turnkey solution. If Vendor is not proposing for all services included in the RFP, such a proposal must clearly identify which services are within the scope of the proposal. Vendors are asked to hold pricing submitted for a minimum of 90 days after the proposal due date.**

#### **3.1 Service Desk Support:**

Currently, the District's employees log an average of 15 support calls per month.

The in-house service desk team supports District employees with a total of the following devices:

- 40 total PC's

#### **Required Services for Service Desk Support:**

1. Vendor shall provide end user and backend application support. The Vendor will enter into a Professional Services Agreement (PSA) meeting business needs as outlined by the District. Support can be received via phone, e-mail or remote access.
2. Vendor support technicians must possess relevant knowledge, certifications, manuals, and troubleshooting guides in order to determine if the issue can be resolved at their level or if the issue needs to be escalated to a Level II/III.
3. Vendor shall provide monthly invoices updating the District on the services provided. This report must include a narrative of the provided service(s) and time spent for resolution.

#### **3.2 Network Infrastructure Monitoring and Network Administration:**

The network consists of the following devices:

- 4 Managed switches (Various models)
- 3 unmanaged switches at outlying locations
- 3 Firewalls (Cisco ASA)

- 40 total workstations
- VPN capabilities

**Required Services for Network Infrastructure Monitoring and Network Administration:**

**a. Network Infrastructure Monitoring:**

1. Vendor shall provide a managed service solution that ensures visibility into the entirety of IT infrastructure operations.
2. Vendor must include the entire network fabric, for both wired and wireless networks, and should monitor traffic at every level. These tools shall monitor:
  - Switches
  - ASA - firewall
  - Wireless Access Points
  - Network LAN switches and bandwidth
3. Vendor monitoring must be available 24x7x365 and personnel will be expected to participate in monitoring. Vendor shall respond to critical alerts.
4. Vendor shall remotely manage all equipment.

**b. Network Administration:**

1. Vendor shall provide a network managed service that ensures visibility into the entirety of IT infrastructure operations.
2. Vendor shall provide Cisco-certified engineers to provide their expertise to design, implement, and maintain District networks.
3. Vendor shall also manage the network for security concerns, growth and changing infrastructure requirements.
4. Vendor shall provide the following professional services:
  - Network Administrator
  - Network Architect
  - Chief Information Officer

**3.3 Microsoft Servers, Vmware, and SQL Server Administration:**

Vendor shall administer District's Microsoft servers that are currently on premise. In the future, the District may have servers hosted as Infrastructure As-a-Service (Azure or AWS) to be administered by Vendor.

District currently has:

- Server
  - 2 Windows 2012

- Number of SQL DBS
  - SQL version
  - Number of SQL databases -

**Required Services for Microsoft Services and SQL Server Administration:**

Required services include the following but not limited to:

- Windows servers
- Active Directory
- Backup and Disaster recovery

**1. Microsoft Server Administration:**

- Vendor shall provide certified Windows Server administration, including performance troubleshooting and optimization.

**2. SQL Database Server Administration:**

- Vendor shall provide certified Microsoft SQL Server database administration (or equivalent experience) resources to keep database resources up to date and assist with database creation, migration, troubleshooting, performance optimization, high availability configuration and maintenance as well as general database maintenance.

**3. Vendor shall provide monitoring of Servers to include:**

- Storage levels with appropriate warning alerts

**4. Vendor shall provide the following professional services:**

- Microsoft Server Administrator
- Storage Administrator
- Microsoft SQL Administrator
- Microsoft Office 365 Administrator

**3.4 Backup- As-a-Service**

Vendor shall provide backup of District’s Servers. The District is looking for a Vendor to provide backup-As-a-Service through an external As-a-Service solution. The backups are incremental daily following an original full backup. The incremental backups are kept for a rolling 6 month.

- 3 Tb of Business Data

**Required Services for Backup As-a-Service:**

**1. Vendor shall provide Backups for all servers:**

- Full at contract start date

- Daily Incremental
  - Remediation of daily unsuccessful backups
  - Test restoration of backups on a quarterly basis
2. Vendor shall provide the following professional services:
- Backup / Restore Administrator
  - Backup Architect

### **3.5 Desktop-As-a-Service**

The District's IT currently supports 40 desktop workstations.

Deployment model is a full client install on each workstation.

#### **Required Services for Desktop As-a-Service:**

##### **A. Workstation provisioning and readiness**

1. Vendor must provide desktop services including imaging, support, patching, software packaging/deployment, antivirus, troubleshooting of desktop environment.
2. Proposals must support the District's workstation rotation model; (to be determined). Vendor must work with the District to determine workstation make and models selected.

##### **B. Physical deployment of workstations and peripherals**

- Support for the following related services below. This service is for "last mile deployment" only to end-users of the peripherals and services related to workstations.
  - Workstations/laptops - Including physical deployment and setup of devices, new workstations, re-deployment of existing workstations, and rotation (decommission) of existing workstations, and deployment of MDCs in patrol cars.
  - Local Printers/Scanners

Vendor shall provide the following professional services:

- Desktop technician
  - Level 1 – basic troubleshooting and install

### **3.6 Security & Compliance:**

#### **Required Services for Security & Compliance:**

The Vendor should have capabilities in multiple security areas, including:

1. Vendor shall perform ongoing Information Security assessments and document findings and recommendations for improvement and remediation to the District's environment.
2. Network and Application Security testing and monitoring
  - Incidence Response: Identifying and responding to threats and issues in District's environment including those within its data regardless of whether on premise, in-cloud or in a hosted solution such as Office365 and other hosted environments.
3. Security Policy reviews including but not limited to:
  - Access Management
  - Password Management
  - Remote Access/Multifactor authentication
  - Active Directory Management
  - Personnel Training/Guidance
  - Internet Content Filtering
  - Software Deployment Standards
4. Intrusion Testing and Systems Hardening
  - Review and recommend system hardening procedures
  - Annual policy and procedure compliance testing for:
    - Payment Card Industry (PCI)
    - Health Insurance Portability and Accountability Act (HIPAA)
    - Criminal Justice Information Services (CJIS)
5. Annual Penetration/vulnerability testing of internal and external applications, systems and networks
6. Annual Security, penetration and vulnerability testing for wireless networks

### **3.7 Professional Services:**

The District's IT as part of the bid, requires the successful bidder to be proficient in the following areas:

- Desktop support
- Infrastructure support
- Network support



## **Required Services for Professional Services:**

1. Vendor shall provide on-site or remote engineers/technicians as required to perform District migrations, system administration, network infrastructure administration, database administration, server/storage administration, desktop administration and report building, projects and planned maintenance, documentation and data collection.

### **4.0 PROPOSAL ORGANIZATION**

The proposal should consist of the following information in the outline indicated.

#### **4.1 General Information**

- 4.1.1 Identify the Vendor's and its legal status (i.e., corporation, partnership, etc.), address, name of single point of contact, single point of contact information, and name of person with binding authority to enter into contracts.

#### **4.2 Understanding/Statement of Interest**

- 4.2.1 Indicate the Vendor's knowledge and understanding of the District's request and their capabilities to carry out the scope of work.
- 4.2.2 Describe Vendor's history, financial resources, capabilities, and stability. Provide information demonstrating Vendor's ability to fiscally manage and monitor services proposed.

#### **4.3 Service Approach: Vendors are required to respond to every service section.**

- 4.3.1 Provide a complete description and your approach to the managed services to be provided for each of the required services set out in **Section 3, Scope of Work**. This must include a clear understanding of what the Vendor will provide and what the Vendor expects the District will provide. Include in this section your organizations hours of operations, after hours support.
- 4.3.3 Include a description of the proposed methodology and any innovative methods or concepts that might be recommended as being particularly beneficial to District.
- 4.3.5 Describe your plan for Quality Control and identify roles and responsibilities for each quality control task for each service category.

#### **4.4 Personnel**

- 4.4.1 Indicate the current number of employees trained and available to provide all of the required services in each of the proposed service categories.
- 4.4.2 A detailed description of the Vendor's sales, account management, and technical services teams assigned to District. Include biographies and numbers of years working in the capacity proposed with the Vendor.

- 4.4.3 Provide a certification list for technical staff in each service category proposed.

#### **4.5 References**

- 4.5.1 Identify 3 current references that the District may contract regarding experience for proposed services outlined in this RFP. Identification of each reference shall include:
  - Contact name and title
  - Contact address and telephone
  - Contact email

#### **4.6 Contract Terms and Conditions**

- 4.6.1 Vendor shall submit written example of terms and conditions for the work described in their proposal. The District will review and may propose amendments to that contract or provide alternative contract language.

#### **4.7 Cost Model**

- 4.7.1 Vendors shall submit an annual pricing model for each proposed service for a one year, two year and three-year contract. Pricing must be comprehensive for the proposed service and must include implementation, migration, and ongoing costs. In pricing model, the following should be considered:
  - Costs not identified in the cost proposal will not be entertained during contract negotiations.
  - Hardware required as part of this proposal (i.e., backup gateways needed for proposed backup solutions, etc.)
- 4.7.2 Cost proposals must be submitted in hard copy form. Three (3) hard copies shall be in a **sealed envelope** and clearly labelled with Vendor's Name on the outside of the envelope.

### **5.0 *CONDITIONS FOR PROPOSAL SUBMITTAL***

#### **5.1 Proposal Format**

The proposal should be submitted on 8-1/2" x 11" soft bound sheets.

#### **5.2 Questions**

**Vendors are asked to submit questions related to the specific project requirements and contents of proposal, in writing, at the mandatory site visit held on Tuesday, January 4, 2022 @ 10:00 am (EST). Locations are: 1739 Signal Point Road and 1108 Folly Road, Charleston, SC 29412. Vendors are cautioned not to contact any JIPSD staff directly. Evidence of such contact may be cause for rejection of proposal.**

### **5.3 Proposal Submission/Deadline**

Vendors are required to submit three (3) hard copies of their service proposal in one package/envelope. Both the proposal and the cost proposal must be submitted to the following address by ***Monday, January 10, 2022, by Noon (EST).***

**Late proposals will not be accepted.**

**Managed IT Services  
Tamara White, Administrative Services Manager  
James Island Public Service District  
PO Box 12140  
Charleston, SC 29422-2140**

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer to the execution of the proposal. The District expects each Vendor to have a legal review performed prior to proposal submission. Each proposal must be submitted in a sealed envelope prominently marked as follows:

***Managed IT Services RFP by:***

***VENDOR NAME:***\_\_\_\_\_

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.

### **5.4 Retention of Proposals**

Upon submission, all proposals become the property of the District, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

## **6.0 PROPOSAL EVALUATION**

### **6.1 Method of Award**

The District considers the subject matter of this proposal to be a professional service.

Although economic issues will be considered in the award process, emphasis will also be placed upon the quality of the service offered, experience factors, the competency of the prospective Vendor, and outside references.

### **6.2 Cancellation of Award**

The District reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

### **6.3 Evaluation Procedures**

It is the intent of the District to review all proposals and judge their merit. The District will select a Vendor with which to begin negotiations to provide the District with Managed Services. The District may elect to invite final Vendors to present and/or demonstrate services during the evaluation period.

Failure of the Vendor to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

### **6.4 Criteria for Evaluation**

The decision on selecting a Vendor for the project will be based on the following criteria:

#### **6.4.1. Service Experience:**

- Experience of Vendor
- Vendor Depth
- Similar Type Services
- Similar Size Services
- Vendor Stability
- Vendor References

#### **6.4.2. Understanding/Compatibility**

- Understanding of the JIPSD's Needs Based On Information Provided
- Interest/Commitment

#### **6.4.3. Approach**

- Work Plan / Timelines
- Schedule Management
- RFP Specifications
- Explanation of Quality Control and Assurances
- Vendors ability to provide multiple services

#### **6.4.4. Cost**

### **6.5 Oral Presentation**

Following evaluation of proposals, Vendors may be required to give an oral presentation of their proposal to the District's Administration Team. This will provide an opportunity for the Vendor to clarify or elaborate on specifics within their proposal. **Vendors will be expected to pay for any costs they incur for the oral presentation along with any costs associated with preparing and transmitting informational responses.**

### **6.6 Rejection of Proposals**

The District reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The District also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

## **7.0 MISCELLANEOUS PROVISIONS**

### **7.1 Contract Provisions**

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected Vendor deviates in any way from previous proposed services, the District may reject the proposal and begin negotiations with another Vendor.

### **7.2 Provisions for Sub-Contract**

Vendor shall not subcontract any portion of the work to be performed under this contract nor assign this contract without the prior written approval of the authorized agent of the District.

### **7.3 Non-Discrimination**

The responding Vendor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

#### **7.4 Lobbying**

Any attempt to contact members of the District's Commission, or department heads involved or affected by the project, including second party contact, will result in immediate rejection of your proposal.

#### **7.5 Limitations**

The District will not be responsible for any costs incurred by applicants in preparing proposals.

**JAMES ISLAND PUBLIC SERVICES DISTRICT**  
**STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL**  
**FOR**  
**PROFESSIONAL SERVICES CONTRACT**

This is a Contract Agreement (the “AGREEMENT”), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT, a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the “DISTRICT”, and “INSERT NAME OF THE COMPANY,” a South Carolina Corporation, whose address is “INSERT STREET ADDRESS,” hereinafter referred to as “PROFESSIONAL.”

**ARTICLE 1. SERVICES OF PROFESSIONAL**

*A. Scope of Services*

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in *Exhibit A* (“Services”).
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. “Services” shall at all time relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in *Exhibit A*.

B. *Description of Services.* PROFESSIONAL will provide managed information technology services to the DISTRICT.

**ARTICLE 2. METHOD OF PAYMENT FOR SERVICES**

A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH, DAY, YEAR through MONTH, DAY, YEAR by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.

B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the \_\_\_\_ day of every month for Services provided and accepted the previous month.

C. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on \_\_\_\_\_.

### ARTICLE 3. CONTRACT DOCUMENTS

A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:

- i. This Agreement
- ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.

B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

### ARTICLE 4. STANDARDS OF PERFORMANCE

A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.

D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

### ARTICLE 5. INSURANCE

A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in *Exhibit B*, "Insurance" to this AGREEMENT.



## ARTICLE 6. INDEMNIFICATION

- A. The PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all claims, costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONALS, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be liable.
- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

## **ARTICLE 7. TERMINATION**

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

## **ARTICLE 8. DISPUTE RESOLUTION**

- A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

## **ARTICLE 9. EMPLOYMENT PRACTICES**

- A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

## ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.
- E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.
- G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

**JAMES ISLAND PUBLIC SERVICE AGREEMENT**

Dated:

\_\_\_\_\_

Signed By: Dave Schaeffer

Its: District Manager

**INSERT COMPANY NAME OF PROFESSIONAL**

Dated:

\_\_\_\_\_

Signed By: Insert Name of Representative

Its: Insert Title of Representative

## ***EXHIBIT A***

### **“Scope of Services”**

The DISTRICT is seeking proposals for Information Technology Managed Services to serve as a business partner in the delivery of managed IT services. Qualified PROFESSIONALS must be:

1. Insured to the DISTRICT’S requirements
2. Experienced and qualified managed services PROFESSIONAL
3. Certified in Microsoft and Cisco products administration where appropriate
4. Have the names of all personnel on file with a passing background check.

### ***Managed Services Categories:***

**Interested Professional shall provide a proposal for a turnkey solution. If PROFESSIONAL is not proposing for all services included in the RFP, such a proposal must clearly identify which services are within the scope of the proposal. PROFESSIONAL is asked to hold pricing submitted for a minimum of 90 days after the proposal due date.**

### **Service Desk Support:**

Currently, the DISTRICT’S employees log an average of 15 support calls per month.

The in-house service desk team supports DISTRICT employees with a total of the following devices: **40 total PC’s, approximately 30 laptops**

#### **Required Services for Service Desk Support:**

1. PROFESSIONAL shall provide end user and backend application support. The PROFESSIONAL will enter into a Professional Services Agreement (PSA) meeting business needs as outlined by the DISTRICT. Support can be received via phone, e-mail or remote access.
2. PROFESSIONAL support technicians must possess relevant knowledge, certifications, manuals, and troubleshooting guides in order to determine if the issue can be resolved at their level or if the issue needs to be escalated to a Level II/III.
3. PROFESSIONAL shall provide a monthly invoices updating the DISTRICT on services provided. This report must include a narrative of the provided service(s) and time spent for resolution.

### **Network Infrastructure Monitoring and Network Administration:**

The network consists of the following devices:

- 4 Managed switches (Various models)
- 3 unmanaged switches at outlying locations
- 3 Firewalls (Cisco ASA)
- 40 total workstations
- VPN capabilities

## **Required Services for Network Infrastructure Monitoring and Network Administration:**

### **a. Network Infrastructure Monitoring:**

1. PROFESSIONAL shall provide a managed service solution that ensures visibility into the entirety of IT infrastructure operations.
2. PROFESSIONAL must include the entire network fabric, for both wired and wireless networks, and should monitor traffic at every level. These tools shall monitor:
  - Switches
  - ASA - firewall
  - Wireless Access Points
  - Network LAN switches and bandwidth
3. PROFESSIONAL monitoring must be available 24x7x365 and personnel will be expected to participate in monitoring. PROFESSIONAL shall respond to critical alerts.
4. PROFESSIONAL shall remotely manage all equipment.

### **b. Network Administration:**

1. PROFESSIONAL shall provide a network managed service that ensures visibility into the entirety of IT infrastructure operations.
2. PROFESSIONAL shall provide Cisco-certified engineers to provide their expertise to design, implement, and maintain DISTRICT networks.
3. PROFESSIONAL shall also manage the network for security concerns, growth and changing infrastructure requirements.
4. PROFESSIONAL shall provide the following professional services:
  - Network Administrator
  - Network Architect
  - Chief Information Officer

## **Microsoft Servers, Vmware, and SQL Server Administration:**

PROFESSIONAL shall administer DISTRICT'S Microsoft servers that are currently on premise. In the future, the DISTRICT may have servers hosted as Infrastructure As-a-Service (Azure or AWS) to be administered by PROFESSIONAL.

DISTRICT currently has:

- Server
  - 2 Windows 2012
- Number of SQL DBS
  - SQL version
  - Number of SQL databases -

## **Required Services for Microsoft Services and SQL Server Administration:**

Required services include the following but not limited to:

- Windows servers
  - Active Directory
  - Backup and Disaster recovery
1. **Microsoft Server Administration:**
    - PROFESSIONAL shall provide certified Windows Server administration, including performance troubleshooting and optimization.
  2. **SQL Database Server Administration:**
    - PROFESSIONAL shall provide certified Microsoft SQL Server database administration (or equivalent experience) resources to keep database resources up to date and assist with database creation, migration, troubleshooting, performance optimization, high availability configuration and maintenance as well as general database maintenance.
  3. **PROFESSIONAL shall provide monitoring of Servers to include:**
    - Storage levels with appropriate warning alerts
  4. **PROFESSIONAL shall provide the following professional services:**
    - Microsoft Server Administrator
    - Storage Administrator
    - Microsoft SQL Administrator
    - Microsoft Office 365 Administrator

**Backup- As-a-Service:**

PROFESSIONAL shall provide backup of DISTRICT'S Servers. The DISTRICT is looking for a PROFESSIONAL to provide backup-As-a-Service through an external As-a-Service solution. The backups are incremental daily following an original full backup. The incremental backups are kept for a rolling 6 month.

- 3 Tb of Business Data

**Required Services for Backup As-a-Service:**

1. PROFESSIONAL shall provide Backups for all servers:
  - Full at contract start date
  - Daily Incremental
  - Remediation of daily unsuccessful backups
  - Test restoration of backups on a quarterly basis
2. PROFESSIONAL shall provide the following professional services:
  - Backup / Restore Administrator
  - Backup Architect

## **Desktop-As-a-Service:**

The DISTRICT'S IT currently supports 40 desktop workstations. Deployment model is a full client install on each workstation.

### **Required Services for Desktop As-a-Service:**

#### **A. Workstation provisioning and readiness**

1. PROFESSIONAL must provide desktop services including imaging, support, patching, software packaging/deployment, antivirus, troubleshooting of desktop environment.
  
2. Proposals must support the DISTRICT'S workstation rotation model; (to be determined). PROFESSIONAL must work with the DISTRICT to determine workstation make and models selected.

#### **B. Physical deployment of workstations and peripherals**

- Support for the following related services below. This service is for “last mile deployment” only to end-users of the peripherals and services related to workstations.
  - Workstations/laptops - Including physical deployment and setup of devices, new workstations, re-deployment of existing workstations, and rotation (decommission) of existing workstations, and deployment of MDCs in patrol cars.
  - Local Printers/Scanners

PROFESSIONAL shall provide the following professional services:

- Desktop technician
  - Level 1 – basic troubleshooting and install



## **Security & Compliance:**

### **Required Services for Security & Compliance:**

The PROFESSIONAL should have capabilities in multiple security areas, including:

1. PROFESSIONAL shall perform ongoing Information Security assessments and document findings and recommendations for improvement and remediation to the DISTRICT'S environment.
2. Network and Application Security testing and monitoring
  - Incidence Response: Identifying and responding to threats and issues in DISTRICT'S environment including those within its data regardless of whether on premise, in-cloud or in a hosted solution such as Office365 and other hosted environments.
3. Security Policy reviews including but not limited to:
  - Access Management
  - Password Management
  - Remote Access/Multifactor authentication
  - Active Directory Management
  - Personnel Training/Guidance
  - Internet Content Filtering
  - Software Deployment Standards
4. Intrusion Testing and Systems Hardening
  - Review and recommend system hardening procedures
  - Annual policy and procedure compliance testing for:
    - Payment Card Industry (PCI)
    - Health Insurance Portability and Accountability Act (HIPAA)
    - Criminal Justice Information Services (CJIS)
5. Annual Penetration/vulnerability testing of internal and external applications, systems and networks
6. Annual Security, penetration and vulnerability testing for wireless networks

### **Professional Services:**

The DISTRICT'S IT as part of the bid, requires the successful bidder to be proficient in the following areas:

- Desktop support
- Infrastructure support
- Network support

### **Required Services for Professional Services:**

1. PROFESSIONAL shall provide on-site or remote engineers/technicians as required to perform DISTRICT migrations, system administration, network infrastructure administration, database administration, server/storage administration, desktop administration and report building, projects and planned maintenance, documentation and data collection.

**EXHIBIT B**

“Insurance”

*Insurance*

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability
    - a. Each Occurrence: 

	\$1,000,000.00
--	----------------
    - b. General Aggregate: 

	\$2,000,000.00
--	----------------
  - ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
  - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
  - iv. Umbrella/Excess Liability
    - a. Each Occurrence: 

	\$
--	----
    - b. General Aggregate: 

	\$
--	----
- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMENT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.