



PROPOSAL
for the Information Technology Support Services
to the Marina Coast Water District (MCWD)

April 27, 2016

Monterey Bay Technologies, Inc.

362 Pacific Street, Suite 3 Monterey, CA 93940
Phone: (831) 372-3034 www.mbaytechnologies.com

**PROPOSAL FOR
THE INFORMATION TECHNOLOGY SUPPORT SERVICES
TO THE MARINA COAST WATER DISTRICT**

A. INTRODUCTION

Monterey Bay Technologies, Inc. (MBT) provides one-stop complete information services and solutions to small and mid-sized businesses and governmental organizations. The services include; network management, data backup and security protection, computer integration, computer hardware and software sales, web-based GIS and database development, website design and implementation, and document management and paperless office solutions, maintenance and monitoring of the SCADA and other mission critical applications. MBT informs the clients to keep up-to-date with the cutting edge technologies and help them to make the right and justifiable decisions with their current and future business needs.

MBT recognizes that the clients have many Information Technology vendors to choose from, and differentiates itself with personal, friendly and professional 24x7 services and response, and competitive pricing.

Information Technology Solutions, Sales & Services

IT Consulting, Network Design and Integration
Computer & Network Hardware/Software Sales and Services
MS Windows, Novell, and Wireless Networking
Internet DSL/T1 Connection Setup and Remote Office Networking
Firewall/Router and Switch Installation and Configuration
Remote Access, Telecommuting Solutions and VPN

Web-based Application Development & Web Design

Internet / Intranet Programming
Graphics Design
SQL Database Applications
Database Integration
GIS Applications and Geo-databases

Document Imaging & Document Management Solutions

Paperless Office
Electronic Archival Solutions
Instant Search/Retrieval

Computer/Network Sc x

www.mbaytechnologies.com

MBC Monterey Bay Technologies

Making Technology Work for You

Our staff's personalized technology analysis and consulting can give your business the competitive edge

CONSULTING
INTEGRATION
OUTSOURCING

Information Technology Solutions, Sales & Services

- ▶ IT Consulting, Network Design and Integration
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- ▶ MS Windows, Novell, and Wireless Networking
- ▶ Internet DSL/T1 Connection Setup
- ▶ Firewall/Router and Switch Installation and Configuration
- ▶ Remote Access, Telecommuting Solutions and VPN

Web-based Application Development & Web Design

- ▶ Internet / Intranet Programming
- ▶ Graphics Design
- ▶ SQL Database Applications
- ▶ Database Integration
- ▶ GIS Applications and Geo-databases

Document Imaging & Document Management Solutions

- ▶ Paperless Office
- ▶ Electronic Archival Solutions
- ▶ Instant Search/Retrieval

Monterey Bay Technologies
362 Pacific Street, Suite 3 Monterey, CA 93950
Phone: (831) 372-3034 : Email: info@mbaytechnologies.com

B. SCOPE OF SERVICES:

Monterey Bay Technologies, Inc. can provide the following scope of services included in the RFP on a 24x7 basis:

- 24x7 continuous monitoring of the Districts 3 servers, 2-Hyper-V virtual servers, 40 desktops, and networking devices at its two office locations, including:
 - Connectivity monitoring
 - Performance and predictive failure monitoring
 - System change monitoring
 - Firewall availability and performance monitoring
 - Antivirus monitoring
 - Intrusion detection monitoring
- Dedicated Help Desk that can be accessed via email, Web, or phone
- 24x7 on-call availability
- Guaranteed response times for both remote and in-person responses
- Troubleshooting for system failures, client database access issues, and predictable hardware failures
- Data backup and disaster recovery support
- Spam and virus protection support
- Network security
- Full documentation of the District's network, including network diagrams, procedures, in addition to detailed records of all service requests and resolutions

MBT will be coordinating the services with the designated District staff member.

MBT provides 24x7 help desk support via email and phone, and web-based help desk interface can be provided as requested. MBT can provide **up to 1-hour remote** response time and **up to 2-hour on-site** response time.

MBT has extensive experience providing data backup and disaster recovery support and antivirus/anti-spam support, and network security.

Full documentation of the network operations and security settings, procedures and help desk requests and resolutions is common practice for MBT and provides hardcopy and softcopies with diagrams and easy to understand illustrations.

C. QUALIFICATIONS/PERSONNEL:



Yavuz V. Atila, M.S.
President, CEO, and Chief Technology Officer

As part of his 8-year service as a Turkish Navy officer, Yavuz received his M.S. degree from the Naval Postgraduate School in Monterey in 1990 in Engineering Science with major in Computer Science. He did his thesis work in Multimedia database systems. He worked as the Information Systems Director for the Center for Nonproliferation Studies of the Monterey Institute of International Studies and managed a network with 140 computers and 4 servers with different operating systems including Novell, MS Windows and UNIX from 1992 until 2005 with a team of five IT staff. During his time at the Monterey Institute, he had the opportunity to manage and implement web-based database systems, document search and retrieval applications, database conversions, document archival and retrieval applications, website design and maintenance, along with day-to-day network management and end-user staff support.

Yavuz also took courses for a total of 22 credits at the Monterey towards his MBA degree. He founded Monterey Bay Technologies in 2003 and worked half-time for the Monterey Institute until 2005 as a transition period.

For the last ten years, Yavuz has been working with a great team of IT experts; to provide cutting-edge, affordable and robust solutions and professional IT support services to the small and mid-sized business and governmental clients.

In addition to being an IT professional, Yavuz is very active in community services. He's been Rotarian since April 2005 and served as the President of the Monterey Peninsula Sunrise Rotary Club for the 2010-11 term, and the Asst. District Governor for the 2011-12 term and founded the Rotary Club of Monterey Cannery Row in March 2012. Yavuz will be serving as the Rotary District 5230 Governor for the 2016-17 term. He attended the Class of 2013 Leadership Monterey Peninsula (LMP) and led the "Ocean for Youth" project team to bring students from Salinas to Monterey Bay Aquarium.

Rob Taylor-Shaw
Sr. Network Administrator

Rob brings over 25 years of experience in Microsoft Windows Server and Network management, computer applications and security, Internet routers and VPN setup, including SonicWall routers and the others. He has excellent hands on experience in network design and implementation, system maintenance and repair, system and software upgrades, virus removal and prevention, spyware repair and prevention, preventative maintenance programs, and data backup and recovery.

David Mason

Network Administrator and PC Support Specialist

David has over 20 years of experience in Microsoft Windows Servers and PC support, computer applications and security, Internet routers and remote access. He has long time hands on experience in network monitoring, system maintenance and repair, system and software upgrades, virus removal and prevention, spyware repair and prevention, preventative maintenance programs, and data backup and recovery.



**Eduardo F. M. Fujii, M.A.
Sr. Software Engineer**

Eduardo has 22 years of experience in building web search applications, using a variety of web-based database server and client technologies: JSP, ASP.NET, XML, HTML, CSS, JavaScript, DOM, and AJAX; writing, testing, and documenting software in a variety of computer languages, including java, Perl, C/C++, and PHP, web front-end and back-end applications. He's skilled in all aspects of information management including thesaurus development, collection, indexing, categorization, and dissemination of information, and ability to use a variety of technologies to accomplish a task and quickly learn new technical skills from documentation and both self-administered and formal training courses.

Eduardo earned his B.S. in Electrical Engineering from Escola Polit cnica da Universidade de S o Paulo, Brazil, and MPA in International Public Administration from the Monterey Institute of International Studies in Monterey, CA. Yavuz and Eduardo have been working together for over 20 years in database and web applications development.



**David A. Steiger, B.A.
Sr. Web and Desktop Publishing Specialist**

David has over 15 years of experience in modern website coding, design and maintenance, extensive knowledge of graphic user interface design and branding, ability to do custom graphic design, photo editing and artwork by using Adobe Photoshop, Illustrator. He is also familiar with search engines optimization issues. He assists clients with developing ideas and styles for web page design. He has excellent interpersonal and communication skills.

David is solely responsible for designing, illustrating, and maintaining several sites (4,000+ files). He earned his B.A. degree in Fine Arts from the California State University at Stanislaus, Turlock, CA.

Chris White

Network Administrator/PC Support Specialist

Chris has over 10 years of experience in Network Administration and PC support. He has experience in daily computer repair and network maintenance and monitoring systems. He has extensive knowledge in utilizing Scripting and Group Policy to control settings and

network and computer security, virus removal, and hard disk data recovery, and network cable installations.

He worked with the following Operating Systems: Windows Servers NT4, 2003, 2008 and Small Business Servers 2003 and 2008; Apple: Apple 2 up to OSX Lion, Xserve, and IOS iPhone; using Linux since 1997; Android and Linux found on many routers; Unix/BSD 4.3 Reno, FreeBSD, OpenBSD, System 7, BeOS, Plan 9, Cisco IOS.

Chris completed over 120 units of college classes, most of them are related to the computer and networks towards is A.S. degree. He completed his CCNP/CCNA Cisco Certified Network Professional certification classes in 2010 as well.

Elizabeth Cummings
PC Support/Help Desk Specialist

Liz has eight years of experience in helping office staff with MS Office products and computer security, maintenance and repair.

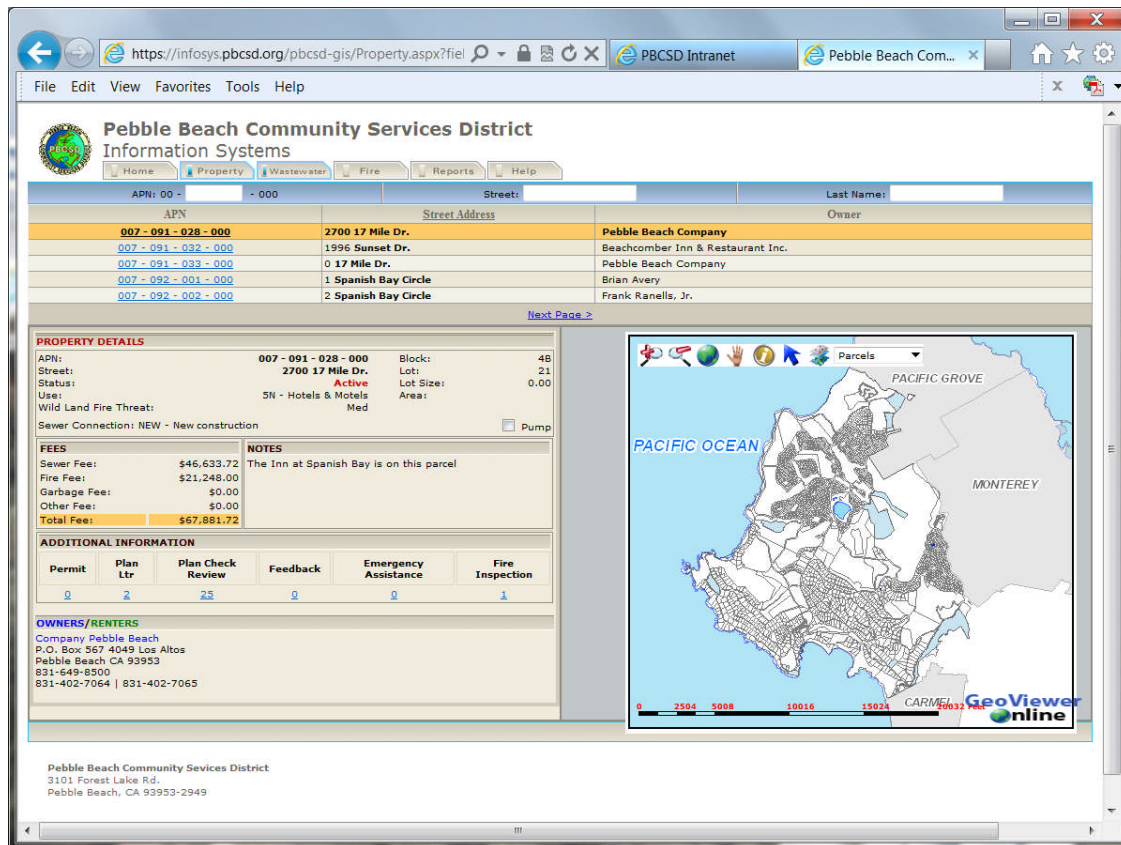
She received her B.A. degree in Political Science from the UC Los Angeles. She continued her education in Computer Science and Information Systems, including classes in Unix and Linux, Microsoft Windows Server 2008/2012 Administration, Computer Networking Classes in preparation for CCNA Cisco Certification, Network Security and PC Repair/Basic Survey of Computer Science

D. REFERENCES:

- I. Pebble Beach Community Services District, Pebble Beach, CA**
Contact: Suha Kilic, Deputy General Manager
Phone: (831) 647-5602, E-Mail: skilic@pbcsd.org www.pbcsd.org

MBT has been providing Information Technology Support Services to the Pebble Beach Community Services District (PBCSD.ORG) for the last 20 years. PBCSD provides *Wastewater Collection and Treatment, and Recycled Water Distribution Services* among other contracted Fire and Law Enforcement and Garbage collection services. In addition to the services requested in the RFP, MBT also developed a web-based database for PBCSD to track the Pebble Beach properties, owner/renter information, fees and wastewater/fire hydrant maintenance schedules, and plan reviews and fire prevention inspections as shown in the screen shot below.

PBCSD has 30 computers on their network with Microsoft Small Business Server 2011, and for other MS Windows 2008/2012 servers - remotely accessible database server, Document Management Server, Backup Server, and Video Surveillance Recording Server; and two SCADA servers to monitor and control the remote wastewater pump and metering stations. They are using SYMANTEC's on-site disk based backup system and network wide End Point antivirus/anti-spam software.



- II. Monterey Bay Air Resources District, Monterey, CA**
 Contact: Joyce Giuffre, Administrative Services Manager
 Phone: (831) 647-9411, E-Mail: jgiuffre@mbard.org www.mbard.org

MBT took over the IT Support Services of the Monterey Bay Air Resources District in 2010, and last year was awarded 3-year contract with MBARD to maintain and monitor their MS Windows 2008/2012 network servers until 2018, provide 24x7 IT support for 40 computer workstations, network printers, and monitoring Network and Internet connectivity, and connections from their remote office in Watsonville and several measuring locations. MBARD is using Symantec Backup Exec 2012 and System Recovery 2012 backup solutions, and network wide EndPoint antivirus/anti-spam software.

- III. Monterey Regional Waste Management District, Marina, CA**
 Contact: Becky Aguilar, Admin Services Manager
 Phone: (831) 384-5313, E-Mail: baguilar@mrwmd.org www.mrwmd.org

MBT provides outsourced IT support to MRWMD since March 2013 with their three MS Windows 2008/2012 servers and six virtual servers and 35-user MS Office 365 hosted

exchange accounts and 35 Windows XP/7 workstations in the network; including PC support, continuous server image backup, and virus and Internet security protection.

IV. City of Del Rey Oaks, Del Rey Oaks, CA

Contact: Kimberly Carvalho, Deputy City Clerk

Phone: (831) 394-8511, E-Mail: kcarvalho@delreyoaks.org www.delreyoaks.org

MBT provides outsourced IT support to the City of Del Rey Oaks since 2007 with their MS Windows 2012 and Exchange Servers and six MS Windows 7 workstations and monitors server backup and virus and Internet security protection.

E. COST

I. MBT proposes to provide the services itemized in the scope of services for up to **40 hours** a month at a fixed monthly retainer fee of **\$3,800.00** (\$95/hour). MBT will bill the client to be paid within the last week of each month.

II. Fees Based on Time. Information Technology support services above 40 hours or not included in the list above, shall be provided at MBT's discounted rate of \$110.00 per hour.

F. DRAFT AGREEMENT

MBT agrees with the Marina Coast Water District the following terms and conditions included in the RFP for Information Technology Support Services:

**“PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES
BETWEEN
MARINA COAST WATER DISTRICT
AND**

Some of the important terms of this Agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District

DATE _____

11 Reservation Road
Marina, CA 93933

Agreement No. 2016-

The undersigned Consultant offers to furnish the following:
Professional services to the Marina Coast Water District related Information
Technology Support.

Contract price Not to exceed \$
Completion date : June 30, 2017

Instructions: Sign and return two (2) originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Marina Coast Water District

CONSULTANT:

By _____

By _____

Title General Manager

Title President/CEO

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers. In the event of an action for damages is filed in which negligence is alleged on the part of the Marina Coast Water District and Consultant, each party shall provide for its own defense. Consultant agrees to indemnify and reimburse District on a pro-rata basis for all expenses of defense and any judgment or amount paid by Marina Coast Water District in resolution of such claim, but only to the extent of Consultant's liability for damages in such action. Such pro rata share shall be based upon a final or ultimate judicial determination of negligence or in the absence of such determination, by mutual agreement.
3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with

such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 day notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

5. Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

7. Consultant shall not accept direction or orders from any person other than the General Manager, Director of Administrative Services, or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

8. Final Payment, unless otherwise specified on Page 1, is to be within 30-days after acceptance by the Marina Coast Water District.

9. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

10. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

11. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.

12. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

13. The parties must submit any disputes arising under this Agreement to nonbinding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.

Respectfully submitted,



Yavuz V. Atila
President & CEO
Monterey Bay Technologies, Inc.