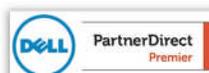




## Marina Coast Water District Information Technology Support Services April 29th, 2016

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*Providing Technology Solutions for over 29 Years!*



# Account Management Team

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## Account Management

### Vice President Sales & Operations

Stephen Monteros  
Office: 909.230.7007  
Email: [smonteros@sigmanet.com](mailto:smonteros@sigmanet.com)

### Account Manager Public Sector

Adam Eisenberg  
Office: 818-445-9142  
Email: [aeisenberg@sigmanet.com](mailto:aeisenberg@sigmanet.com)

### Vice President of Managed Services

Paul Edge  
Office: 909.230.7074  
Email: [pedge@sigmanet.com](mailto:pedge@sigmanet.com)

### Solutions Architect, Managed Services

Michael Wells  
Office: 909.519.8644  
Email: [mwells@sigmanet.com](mailto:mwells@sigmanet.com)

## SIGMAnet Locations

### Corporate Headquarters

4290 E. Brickell Street  
Ontario, CA 91761  
Tel: 909.230.7500  
Fax: 909.937.9125

### Riverside

6956 Indiana Ave #5  
Riverside, CA 92586

### Northern California

46560 Fremont Blvd #415  
Fremont, CA 94538

### San Diego

6190 Corner Stone Court #105  
San Diego, CA 92121

### Orange County

9 Corporate Park #150  
Irvine, CA 92606

### Los Angeles

400 N. Brand Blvd. #930  
Glendale, CA 91203

### Imperial County

591 Main St  
El Centro, CA 92243

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# 1. Introduction

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April 29th, 2016

Kelly Cadiente  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

Dear Ms. Cadiente,

We understand the Marina Coast Water District's requirement to find a Technology Solutions Partner and Consultant that will provide a flexible and comprehensive Information Technology IT Sourcing Provider. SIGMANet has a wide of variety of experience with Local Government, Special District and Water Agencies.

Located in Ontario California, SIGMANet has over 150 Technical Professionals and over 29 years of industry experience providing business-driven Professional and Managed Services, Products and Solutions. We have offices in Orange County, Los Angeles, Riverside County, Ontario, Glendale, Imperial County, Fremont, and San Diego.

SIGMANet utilizes Carrier Grade Remote Monitoring and Management tools with 24x7x365 at 3 physical sites for our Infrastructure, Cloud, Software and Help Desk Services. Some of our Managed Services customers include:

- ✓ City of Lake Forest
- ✓ City of Long Beach
- ✓ San Diego Superior Court System
- ✓ City of La Quinta
- ✓ Hesperia Unified School District
- ✓ City of Aliso Viejo
- ✓ Colton Unified School District
- ✓ City of Monterey Park
- ✓ City of Hesperia
- ✓ City of San Bernardino
- ✓ Moreno Valley Unified School District
- ✓ City of Tustin
- ✓ Redlands Unified School District
- ✓ San Bernardino Association of Governments
- ✓ City of Rancho Cucamonga

SIGMANet has 500 plus customers in Southern California and over 100 plus Managed Service/IT outsourcing customers.

Our certifications from major vendors include; Cisco Gold Partner, Dell Certified Partner, HP Specialization Partner, HP Office Printing Solutions Partner, Microsoft Gold Partner, APC Elite Partner, VMware Enterprise Solution Partner, IBM Business Partner and many others.

SIGMANet provides these same Desktop Lifecycle Services & Solutions too many organizations that align with the same Business and Technical requirements defined by Marina Coast Water District. We believe that our 29 years of experience, our highly skilled technical staff, and with our Carrier Grade tools, SIGMANet will provide the best solution.

SIGMANet's services will include planning, designing, developing, implementing, supervising, and performing a variety of project tasks to maintain the ongoing trouble-free operation of Infrastructure and IT services. SIGMANet will serve as a technical advisor for projects that involve information technology operations; participating in the information technology strategic planning process; and performing related duties as required.

SIGMANet partners with your staff to help make business decisions on how to optimize your technology investments and improve end user support satisfaction

- SIGMANet's main office is 4290 E. Brickell Street, Ontario, CA 91761.
- Pricing will be valid for 120 days.
- All individuals that perform work for the District will be free of any conflict of interest and rigorous background checks completed.

**Primary Contact**

Adam Eisenberg

SIGMANet Inc

4290 E. Brickell Street

Ontario, CA 91761

818-445-9142

[aeisenberg@sigmanet.com](mailto:aeisenberg@sigmanet.com)

SIGMANet will comply with all provisions in the RFP. We are confident that the solutions presented in this proposal will exceed your expectations and be implemented efficiently and professionally. We look forward to working with the Marina Coast Water District on this exciting project.

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Sincerely,

Paul Edge

Vice President Managed & Cloud Services

SIGMANet, Inc.

## 2. Scope of Services

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The District is seeking proposals from qualified individuals and firms to perform the following Scope of Services:

- **24x7 continuous monitoring of the Districts 3 servers, 40 desktop computers, and networking devices at its two locations including:**
  - Connectivity monitoring
  - Performance and predictive monitoring
  - System change monitoring
  - Firewall availability and performance monitoring
  - Antivirus monitoring
  - Intrusion detection monitoring

**SIGMANet Response:** Agreed, SIGMANet will provide monitoring 24x7x365 for the above scope of work.

- **Dedicated Help Desk that can be accessed via email, Web, or phone**

**SIGMANet Response:** SIGMANet's 24x7x365 service desk team operates remotely to provide end-user support on desktop related activities. The service desk resources are intended to provide the customer or end user with information and support related to a company's products and services. The purpose of our service desk is to troubleshoot problems or provide guidance about products such as computers or software. SIGMANet provides service desk support to our customers through various channels such as toll-free numbers, online ticketing portal, or email.

- **24x7 on-call availability**

**SIGMANet Response:** SIGMANet's 24x7x365 NOC employs engineers of a high caliber. The remote resources cover the following infrastructure technologies; storage, compute (physical/virtual), and network. The NOC will operate as the back-end support operation to fulfill this requirement.

- **Guaranteed response times for both remote and in-person responses**

**SIGMANet Response:** SIGMANet has standard SLA's for both remote and onsite. The following SLA represents the remote SLA's. For remote dispatch SIGMANet requires 48 hours for onsite resource dispatching.

| Description   | Priority | Response Time     | Escalation Threshold |
|---|----------|-------------------|----------------------|
| <b>Service not available</b> - All users and functions unavailable.   | P1       | Within 15 minutes | 2 hours              |
| <b>Significant degradation of service</b> - Large number of users or business critical functions affected.            | P2       | Within 15 minutes | 4 hours              |
| <b>Limited degradation of service</b> - Limited number of users or functions affected, business process can continue. | P3       | Within 1 hour     | 48 hours             |
| <b>Small service degradation</b> - Business process can continue, one user affected.                                  | P4       | Within 1 hour     | 72 hours             |

- **Troubleshooting for system failures, client database access issues, and predictable hardware failures**

**SIGMAnet Response:** Confirmed. SIGMAnet provides troubleshooting for system failures, client database access issues, and predictable hardware failures through our enterprise class tools. The following represents the service value SIGMAnet provides.

- ✓ Remote 24x7x365 monitoring providing a proactive approach to stability and security.
- ✓ Trust that every event or outage will be treated with the appropriate level of importance.  
Working with our NOC experts we set up industry standard and proven processes and procedures.
- ✓ Our customized NOC offering immediately expands your IT staff without affecting your bottom line.
- ✓ Leverage our staff to monitor your network minute-by-minute allowing you to focus on your core business.
- ✓ Technical support and service for multi-platform/multi-vendor products.
- ✓ Single point of contact and accountability.
- ✓ Event Monitoring with Automatic Alerting and Notification.
- ✓ Comprehensive weekly and monthly reporting.
- ✓ Service level Monitoring, Reporting and Metrics.
- ✓ Problem management with time based escalations.
- ✓ Customer Portal.
- ✓ One Call Care Service Center 24x7x365 live answer.
- ✓ Ready access to specialist technical resources.
- ✓ Technician on site arrival time based on Service Plan SLA.

- **Data backup and disaster recovery support**

**SIGMAnet Response:** Confirmed. SIGMAnet will support Marina's existing data back-up and disaster recovery solution.

- **Spam and virus protection support**

**SIGMAnet Response:** SIGMAnet will provide spam and virus protection support for Marina's current spam and virus protection software.

- **Network security**

**SIGMAnet Response:** SIGMAnet will provide monitoring for the network and security related devices.

- **Full documentation of the District's network, including network diagrams and procedures**

**SIGMAnet Response:** Confirmed, if awarded the contract, SIGMAnet will deploy assessment tools to document the environment and utilize the documentation to support Marina.

**The service provider will coordinate services with a designated District staff member.**

**SIGMAnet Response:** Confirmed, SIGMAnet provides a Client Success Coordinator to work as a liaison between the SIGMAnet operations team and the designated District staff member.

## 3. Qualifications

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### Tarik Mahmoud

Director, Operations & Managed Services

**YEARS OF EXPERIENCE:**  
20+

**EDUCATION:**  
**EDUCATION:**

- Bachelors of Electronic Engineering
- Masters of Business Administration (MBA)

**CERTIFICATIONS:**

- ITIL v.3 Expert
- PMI-ACP

**SUMMARY:**

- Responsible for Operation strategy and service management
- Improve service life cycle management
- Implement ITIL best practices and methodology
- Optimize customer boarding management and service portfolio management
- Lead service technology strategy and tools deployment
- Manage consultative services via business analytics for predictive and preventive services
- Develop strategic service assets and capabilities through people, process, position and partners
- Derive disruptive and customer-centric services to maximize consumption value and enhance experience
- Develop and manage business continuity and disaster recovery plan

**ADDITIONAL SKILLS:**

- Business strategy and leadership
- Service management and transformation
- Domestic and international operation and business management
- Vendor and supplier management
- Operational excellence
- Service enabling and automation technology
- Service knowledge management
- Project and program management

**PROJECTS:**

- City of Arcadia Compute and storage upgrade
- Global support center implementations (USA, China, India, Bulgaria, Costa Rica, Poland)
- Virtual and automated services via Software Defined Services platform (SDS)

# Jennifer Andres

## Client Success Specialist of Managed Services

### YEARS OF EXPERIENCE:

10+

### EDUCATION:

- Bachelors of Business Administration

### SUMMARY:

- Oversees and manages IT Service Level Agreement Reports, Service Requests, monitor incidents, and program segments by specified objectives and within specified resources.
- An integral member of the Managed Service team responsible for maintaining and building relationships with clients.
- Responsible for organizing and controlling Service Request, SLA Reports , and activities under the supervision of the Director of Managed Services & Client Success Manager.
- Manages small IT projects and project segments by specified objectives and within the Managed Services Contracts.
- Direct and monitor the requirements, framework conditions and progress of short-term IT projects involving a limited number of personnel.
- Ensure development of products and services to customer requirements within the specified resources.
- Defines goals and outlines approach and make adjustments within the constraints set to achieve the optimum results.
- Collaborates with the MS team (Network Operations Centre & Service Desk) to ensure proper customer on-boarding, priority incidents and contract renewals.
- Direct technical and personnel resources to ensure project results conform to quality, time and budgetary stipulations.
- Ensure working conditions that permit project personnel to implement the development work in the most cost-effective manner.
- Maintains a professional relationship with customers and ensure that the project results are comprehensible to management or steering committee and the ability to perform the profile-typical work processes requires varying degrees of proficiency in the following areas of professional competency.
- Competencies are assigned various levels of knowledge and ability and a range of typical methods and tools.
- Onboarding Implementation Process for new clientele.
- Responsible for creating and distribution of Change Orders based on clients MS Contract

### ADDITIONAL SKILLS:

- Articulate communicator with a proven ability to achieve results and inspire others through leadership and consensus building.
- ConnectWise Service Management Training, ScienceLogic Reporting
- Microsoft Office/Operating Systems

### PROJECTS:

- Project Coordination – Parkhouse Network Implementation Project
- Project Coordination – City of Lake Forest Reallocation User Move Project
- Project Coordination – City of Aliso Viejo Technical Audit
- Project Coordination – Onboarding Process: Lanyon, Asyst, Foothill Transit, IHP Capital Partners, Omnitrac, Sequenom, Vista Equity Partners

# Raena Crowe

## Client Success Specialist of Managed Services

### YEARS OF EXPERIENCE:

15+

### CERTIFICATIONS:

- Certified Meraki Networking Associate (CMNA)
- HDI Support Center Analyst (SCA) Certification
- OnBase Certified System Administrator (OCSA)
- Microsoft SharePoint Training

### SUMMARY:

- Installed, configured, maintained, upgraded, and supported computer hardware, software, operating systems, and security applications for San Diego Housing Commission
- Client Success Specialists oversee and manage IT Service Level Agreement Reports, Service Requests, monitor incidents, and program segments by specified objectives and within specified resources
- Direct and monitor the requirements, framework conditions and progress of short-term IT projects involving a limited number of personnel
- Serve as a point of contact to establish and maintain strong client relationships
- Identify and document key components of customer success and communicate them cross-functionally to ensure customer satisfaction
- Ensure working conditions that permit project personnel to implement the development work in the most cost-effective manner.
- Manage complex, constantly changing workloads of projects and tasks
- Support all levels of enterprise, from executives to entry-level staff. Liaison to customers through-out Information Technology service support process
- Converted paper recordkeeping systems from various departments into electronic archives for San Diego Housing Commission
- Created indexes for data archives, organizing and analyzing file contents for San Diego Housing Commission
- Edited and uploaded streaming audio of SDHC Board meeting to public website
- Secured highly confidential and sensitive electronic records
- On-site support to engage in deskside technical support

### ADDITIONAL SKILLS:

- Mobility Device Management for multiple customers – Apple IOS, Android, AirWatch
- Microsoft Office/Operating Systems
- Operated and configured on vendor products: OnBase, Citrix, Yardi
- Provided leadership to the customer service team
- Internet/Intranet planning and structure organization
- Asset management tracking

### PROJECTS:

- Completed massive document imaging project (15,000+ files) 2 months ahead of schedule for SDHC
- Created and published online Google Maps for residential properties acquired by SDHC
- Deployment, imaged and configured to roll out 300+ computers, upgraded to Windows 7

# Zach Nielsen

## NOC Engineer

### EDUCATION:

- ECE: Chaffey College
- I&IT: Irvine Valley College

### CERTIFICATIONS:

- Cisco CCNP R&S
- Cisco CCNP Voice
- Dell Force10

### SUMMARY:

- Responsible for handling technical escalations, internal operations, and general backbone team operations.
- Mentor a team of network, voice and security engineers under the managed services umbrella.
- Design and implement complex solutions for both internal and customer environments.

### ADDITIONAL SKILLS:

- Cisco, Dell, HP, Enterasys, Juniper, Alcatel, and other routing and switching platform proficiency.
- VMware ESXi, vCenter, Citrix Xen, RHEL KVM, and other forms of virtualization experience.
- Heavy experience with Linux (Redhat and Debian based distros) administration and orchestration/automation.
- Well versed in multiple security products, including Cisco ASA, Palo Alto Networks, FireEye, and Juniper SRX.
- Very familiar with BGP, RADB, RPKI and the like. Currently own and operate AS 62471 as a hobby.
- SAN operations and implementation; FC, FCoE, iSCSI, NFS (Compellent, Equallogic, homebrew GlusterFS)
- Very familiar with IP telephony integrations, deployments, and management (CUCM, CUC, UCCX [including scripting], Toshiba, and NEC).

### PROJECTS:

- Redesign secure law enforcement vehicle communications to DOJ
- Multiple datacenter migrations
- Distributed Linux/Python application rollout; DISA STIG and PCI
- Mutli-WAN design and support for inter-site resiliency

# Bill Hunt

NOC Engineer

**EDUCATION:**

- Some college

**CERTIFICATIONS:**

- CompTIA A+

**SUMMARY:**

- Responsible for maintaining and administering customer SCCM environments
- Responsible for packaging and deploying Microsoft patches and customer software as requested
- Responsible for maintaining and supporting customers' workstation images in SCCM

**ADDITIONAL SKILLS:**

- Knowledge and experience with SCCM best practices
- Strong Communication Skills
- Software packaging
- Operating System Deployment
- PowerShell scripting
- ServiceNow Administration & Development

**PROJECTS:**

- LifeLock: Compliance Audit support
- Human Longevity Inc.: SCCM 2012 R2 Installation & Configuration
- Orange USD: SCCM Review and Discovery

# Ruben Gutierrez

## NOC Datacenter Engineer

### EDUCATION:

- Cisco Datacenter:  
Cisco UCS, MDS,  
Nexus
- Network  
Management
- Cisco Meraki

### CERTIFICATIONS:

A+  
CCENT

### SUMMARY:

- Support datacenter technologies for multiple client environments.
- Support everything server (physical/virtual) related (hardware/software)
- Support virtualization technologies (VMware/Hyper-V)
- Support Exchange 2007/2010/2013 and Office 365
- Support SAN technologies (EMC VNX, NetApp, Equallogic)
- Support Active Directory 2008/2012
- Support backup technologies (Avamar/BackupExec/Data Domain)
- Primary contact for UCS issues.

### ADDITIONAL SKILLS:

- Organizational Development
- Strong Communication Skills
- Building Strong Customer Relationships
- Customer Support/Focus

### PROJECTS:

- Upgrade firmware for UCS environment for Pacific Mercantile Bank
- SOX/PCI audit for Monoprice

## 4. References

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### SIGMANet Customer References

SIGMANet is pleased to present the following Customer References. Many additional Customer References are available upon request.



Name: Debra Rose  
 Address: 25550 Commerce Center Drive  
 Lake Forest, CA 92630  
 Email: [drose@lakeforestca.gov](mailto:drose@lakeforestca.gov)  
 Phone: 949-461-3414  
 Reference Description: City Government  
 Service Description: Outsourced IT, Infrastructure  
 Monitoring & Management and onsite support.



Name: Chris Escobedo  
 Address: 78495 Calle Tampico  
 La Quinta, CA 92253  
 Email: [cescobedo@la-quinta.org](mailto:cescobedo@la-quinta.org)  
 Phone: 760-777-7010  
 Reference Description: City Government  
 Service Description: Outsourced IT, infrastructure  
 Monitoring & Management and onsite support.



Superior Court of California  
 County of San Diego

Name: Lynda Abas  
 Address: 330 W. Broadway  
 San Diego, CA 92101  
 Email: [Lynda.abas@sdcourt.ca.gov](mailto:Lynda.abas@sdcourt.ca.gov)  
 Phone: 619-450-7163  
 Reference Description: State Government  
 Service Description: Outsourced Infrastructure  
 Monitoring & Management and onsite support.



Name: Colleen Franco  
 Address: 1170 W. 3<sup>rd</sup> Street  
 San Bernardino, CA 92410  
 Email: [cfranco@sanbag.ca.gov](mailto:cfranco@sanbag.ca.gov)  
 Phone: 909-884-8276  
 Reference Description: City Government  
 Service Description: Outsourced IT, Infrastructure

## 5. Cost

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\*Please see Professional Services Agreement for Costing\*

# 6. Professional Services Agreement

**Appendix A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR INFORMATION TECHNOLOGY SUPPORT 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 4/29/2016  
11 Reservation Road      Agreement No. 2016-2017  
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

Professional services to the Marina Coast Water District related Information Technology Support. *\* Assumption: Contract term for 1 year*

Contract price Not to exceed \$ 67,200 annually  
 Completion date 4/29/2016

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 VP SALES OPERATIONS

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 non-binding 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.

**Appendix A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR INFORMATION TECHNOLOGY SUPPORT 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 4/29/2016  
11 Reservation Road      Agreement No. 2016-2017  
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Contract price Not to exceed \$ 67,200 annually  
 Completion date 4/29/2016

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 <u>General Manager</u>              | Title <u>VP SALES OPERATIONS</u>  |
| 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 non-binding 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.

