



Response To:  
**Marina Coast Water District**  
For  
Information Technology Support Services  
Request for Proposal

## Cover Letter

Dear Kelly,

Thank you for inviting OculusIT to respond to your RFP for 'Information Technology Support Services'.

CampusEAI Consortium, a Women-Owned Minority Business Enterprise (WMBE) has over 2,000 Higher Education and government clients including State of North Dakota, Virgin Islands Department of Education, Raritan Valley Community College, The University of Texas at Austin, Louisiana State University, Pima Community College, PACE Consortium (Massachusetts Community Colleges and State Universities), Colorado Community College System and Florida State University.

*"OculusIT gives us the peace of mind that all our IT systems are secure, up to date reliable."*

**Robert Pescinski** – Executive Director  
Infrastructure Technology at Raritan Valley Community College (RVCC)

OculusIT, a division of CampusEAI Consortium, is a leading provider of Information Technology (IT) Managed Services and caters to government and higher education. Our goal with this project is to build a relationship between Marina Coast Water District (MCWD) and OculusIT. We believe that the MCWD should use OculusIT for IT support services because:

### We Have Successfully Done This Before

OculusIT has experience in successfully transitioning other organizations who were using other vendors for IT Support Services. Of course, we will bring our successful experience, resources, processes and documentation to bear on your project.

### Refer to the partial list of clients with similar scope as MCWD for IT Support Services:

Clients		Similarity to MCWD
	<p><b>Raritan Valley Community College</b> Chuck Chulvick, Chief Information Officer <a href="mailto:cchulvic@raritanval.edu">cchulvic@raritanval.edu</a> (908) 526-1200; Ext – 8409</p>	<p>IT Support Services ERP: Ellucian® Banner LMS: Blackboard®</p>
	<p><b>Sofia University</b> Dr. Liz Li (Lee), President <a href="mailto:Liz.Li@Sofia.edu">Liz.Li@Sofia.edu</a> (650) 493-4430</p>	<p>IT Support Services ERP: Jenzabar Ex® LMS: Canvas®</p>
	<p><b>Mount Wachusett Community College</b> Susan McHugh, Chief Information Officer <a href="mailto:smchugh@mwcc.mass.edu">smchugh@mwcc.mass.edu</a> (978) 630-9174</p>	<p>IT Support Services ERP: Ellucian® Banner LMS: Blackboard®</p>

### We Will Save You Money

If MCWD proceeds with the solution proposed in this RFP by OculusIT, it will reduce your annual cost from **\$47,000** to **\$42,750** resulting in an overall saving of **\$17,000** over a period of 4 years.

### We are the Highest Quality and Lowest Cost Partner

- ✓ **Our Expertise in IT Support Services:** OculusIT professionals come with years of experience and expertise in delivering infrastructure management services to higher education institutions.
- ✓ **Cost Effective:** If MCWD proceeds with the solution proposed by OculusIT, it will result in an overall savings of 9% annually mentioned below:

We firmly believe that MCWD can achieve the same success and savings that our other institutions have realized with OculusIT's IT Support Services. We would be happy to facilitate a meeting between our Executive team, our referenced clients and MCWD's Executive management team at your convenience.



Regards,

Anjali Jain – Founder and Chairman

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**A. Introduction – Provide an introductory description of the services offered by the individual or firm.**

**Response:** CampusEAI Consortium, a Women-Owned Minority Business Enterprise (WMBE) has over 2,000 Higher Education and government clients including State of North Dakota, Virgin Islands Department of Education, Raritan Valley Community College, The University of Texas at Austin, Louisiana State University, Pima Community College, PACE Consortium (Massachusetts Community Colleges and State Universities), Colorado Community College System and Florida State University.

CampusEAI Consortium has over 500 full-time technical staff and operates 24x7x365 IT and network operations centers, datacenters and contact centers in multiple locations including New York, Chicago, San Francisco, Minneapolis, Cleveland, Gurgaon, Denver, Charlotte, Bangalore, Phoenix, Hong Long, Sydney, Seattle, Johannesburg and London.

**About OculusIT**

OculusIT, a division of CampusEAI, is a leading provider of Information Technology (IT) Support Services and caters to government and education institutions. OculusIT has unrivalled experience optimizing application investments and aligning them to institution requirements.

OculusIT has solid track record of providing highly reliable resources to help clients reduce the time, cost and effort associated with implementing enterprise IT Support services by leveraging shared IT services, lessons learned and best practices so that each client can avoid reinventing the wheel.

**Partial list of Services that OculusIT provides:**

- Proactive, real time monitoring of servers, SAN and network via our 24x7x365 network operations center
  - Connectivity monitoring
  - Performance and predictive monitoring
  - System change monitoring
  - On call Tier 2 and Tier 3 resource availability
  - Troubleshooting for system failures, database access issues along with hardware failures
  - Firewall availability and performance monitoring
  - Antivirus monitoring
  - Intrusion detection monitoring
- Multi-modal Helpdesk support that can be accessed via email, web, or phone
- Server Management, Storage & Backup
- Data backup and disaster recovery support
- Spam and virus protection support
- Network Security and Management
- IT Infrastructure Management
- IT Assessment
- Application Management
  - Microsoft Software Applications Administration, Support and Maintenance
  - Miscellaneous Software Applications Administration, Support and Maintenance
- Project Management

**B. Scope of Services – Provide your approach to accomplish this work as described in the Scope of Services; this section of the proposal should express the understanding of the Scope and should include a vision of specific deliverables.**

**Response:** OculusIT will use the similar approach taken with one of the client Raritan Valley Community College (RVCC).

**Approach taken at Raritan Valley Community College (RVCC):**

Below is the approach, OculusIT took for RVCC for their entire IT transitioning and support services from Ellucian® and so, we recommend similar strategic approach for MCWD as well:

**Implementation Methodology used at RVCC**

OculusIT will use a three phase implementation strategy/methodology to rollout MCWD’s contracted services. These phases include:

- Phase I (Discovery and Assessment)
- Phase II (Go Live, assume responsibility of operations)
- Phase III (Normal Operations)

Listed below is the scope of work defined in these phases:

**Phase I (Discovery/Implementation)**

1. To review network infrastructure and operations - *(Milestone)*
2. Perform requirements analysis of the network - *(Milestone)*
3. Review the current network virtual segmentation design and develop a plan for improved service and access - *(Milestone)*
4. Provide MCWD with an Assessment & Remediation Recommendations Report- *(Deliverable)*
5. OculusIT will install Zenoss monitoring system- *(Milestone)*
6. OculusIT will provided the following Service Level Agreements - *(Deliverable)*
  - a. Network and Server Management and Services SLA
  - b. Helpdesk and Desktop Support Management and Services SLA
  - c. Application Support Services SLA
  - d. Programming Support Services SLA
  - e. Backup and Storage Services SLA
  - f. Remote Database Services SLA
7. OculusIT will assume operational responsibilities for the IT Infrastructure which includes, network, servers, designated applications and Helpdesk management. To manage network service responsibilities in a centralized organization and support structure and to provide external monitoring services that provides performance and security monitoring along with 24/7 alert functions for on campus staff - *(Milestone)*
8. Updated Statement of Work (SOW) - *(Deliverable)*
9. Define and produce a detailed backup policy, procedures, and guidelines that would be agreed with MCWD and OculusIT - *(Deliverable)*
10. Define and produced Helpdesk call flow and password reset procedures - *(Deliverable)*

**Phase II (Implementation: Operations/Implementation)**

1. To develop and implement after hours service outage restoration procedures - *(Deliverable)*
2. Manage data storage and archival operations - *(Milestone)*
3. To review daily logs and reports to detect recurring slowdowns or errors and acting to resolve these - *(Milestone)*
4. Provide Help Desk and Desktop Manage Services and Manages Services - - *(Deliverable)*
5. Evaluation of the current Internet access requirements and network connectivity, and makes recommendations on the necessary bandwidth solutions to meet MCWD's - *(Milestone)*
6. Complete knowledge transfer from Ellucian and assume responsibilities outline in this SOW - *(Milestone)*

**Phase III (Operational)**

1. To adjust hours of work, priorities, and staff assignments to promote efficient operation, based upon workload (Milestone)
2. To provide documentation for the network infrastructure - *(Deliverable)*
3. To develop and maintain a Disaster Recovery Plan (DRP) for the IT systems managed under this Statement of Work (SOW). The DRP will include an inventory of IT systems, target downtime objectives, recovery point objectives, and procedures to provide a recovery of IT systems within objectives. The DRP may highlight options for the College to fund a higher service level by purchasing additional hardware, service warranty agreements, and/or other optional services that can increase overall availability of covered systems - *(Deliverable)*
4. Create and provide a Technology Strategic Plan for MCWD approval - *(Deliverable)*
5. Create and deliver quality assurance survey of all campus constituencies to serve as a baseline to measure future progress and to provide information on needed service improvement areas. - *(Deliverable)*

At **Raritan Valley Community College (RVCC)**, OculusIT has followed the similar approach and completed the entire IT Transitioning and Training within stipulated timeframe.

**C. Qualifications – Provide the individual or team experience and qualifications for conducting the work described in the Scope of Services.**

**Response:** Please find mentioned below the team experience:

S. No.	Designation	Average Experience
1	Desktop / User Services	5-12 Years
2	Help Desk Agent	2-5 Years
3	Help Desk Manager	5-8 Years
4	Network and Technology Services Tier 2	6-10 Years
5	Network and Technology Services Tier 3	10-14 Years

Also, below are the resumes of different personells from OculusIT with overall experience and qualifications for conducting the work described in the scope of services:

**Resume – System Consultant**

**Summary**

- 8+ years of experience
- Systems\Windows Administration, System Support, Datacenter Support & Network Support
- VMware, Symantec End Point Protection Manager, AD administration

**Strengths**

- Self Confidence & Creativity in work.
- Highly motivated to work as a team.
- Effective Skills and leadership qualities.
- Dynamic analytical and Technical Skill.

**Areas of Interest**

- Troubleshooting in Linux and Windows based platforms.
- System, security & Network Administration
- Thirst for knowing budding technologies

**Educational Qualification**

- Completed MBA
- Completed Graduation in Commerce (B.Com) in year 2007
- Completed HSC from M.S.E.B.S.E in year 2003
- Completed SSC from M.S.E.B.S.E in year 2001



### **Professional Experience**

**OculusIT** – System Consultant – Linux                      Mar 2013 to Till Date

#### **Responsibilities include:**

- Handling and solving day to day basis connect wise ticket all escalated issue and managing servers.
- Done project of Zenoss core 3.2 to Zenoss core 4.2.3 Migration
  - Implementation
  - Configuration
  - Centralized Monitoring using collectors
  - Use customized Zenoss with Zenpacks
  - Administration and Management for Zenoss Core
- Migrate Physical Servers to Virtual Server using VMware Converter (P2V Converter)
- Microsoft Windows Server 2003/2008 Administration and support
- Maintenance of the LAN, IT systems, hardware, printers, software applications
- Monitoring of Corporate and Project servers etc.
- Manage and support the Google apps for Business
- Co-ordination with vendors for any special activities to be carried out for Hardware, Software, Printers, server. Update all details regarding activity and keep a track of all the daily activities (All details which are required for Audit)
- Monitoring Network traffic, bandwidth utilization and Servers monitoring
- Supporting a distributed IT environment in India & US

**Attano Media & Education Pvt. Ltd** L3 – Support Engineer                      Oct 2012 to Mar 2013

#### **Responsibilities include:**

- Handling and solving day to day basis call all escalated issue and managing servers
- Responsible for their all infrastructure support and implementation of their cloud servers
- Handling L1 and L2 team. Documents all system policies and procedures and provide support to all internal infrastructures and monitor all office locations for multiple systems
- Administer all System IT helpdesk and maintain track of all internal customers and issues and design and monitor all internal and external network architecture
- Install various applications on all Linux and windows servers and assist all clients and design and implement all plans on all large projects and recommend ways to improve service delivery of all IT system
- Manage all system center applications and provide expert knowledge for same and assist to deploy all system center components and assist in configuration of all applications
- Configuration & Management of Symantec Endpoint Protection, Windows Domain Administrative Users provisioning and Monitoring and Patch Management Compliance Troubleshoot Antivirus issues such as virus outbreaks , virus definition issues, Systems not reporting issues, Resolution of Incident/problem/request logs within contracted SLA targets and working with Help Desk Analysts to ensure users are regularly updated Ensuring USB access control via SEP device control policies and monitoring the same. Coordinating with the Helpdesk and audit the endpoints for compliance of AV and USB Blocking
- ITIL based system monitoring and management

- Installation, Management and Support for all Windows client, servers and Mac OS
- Reservation, exclusion and Scope management of DHCP
- Effective management of DNS, IAS, NPS, AD, File Print and Scan server, ILO Configuration.
- Active Directory Management tasks like OU management, Group policy, file and folder security Group.
- Configuration and troubleshooting handheld devices such as Windows
- File/Print server management and managing of shared folders permissions, quotas, print permissions etc.

**Netmagic Solutions Pvt Ltd** Sr. Engineer – Service Operations      Feb 2011 to Till Date

**Responsibilities include:**

- Installation of Linux OS (Redhat, Opens use, Debian and Ubuntu). Installation of Advance / Enterprise Server - 4 / 5. Managing image based installation, managing installation using NFS, ftp and kick start file and cobbler etc.
- Installation of software's. Downloading required softwares and tools with RPMs, Tarballs and Deb packages from Internet, examine it for MD5 and GPG testing and installing
- Setting up Secure NFS Servers with multiple Clients for File and Disk sharing
- Configuring NIS/YP, LDAP Servers for Centralized and secure Password and Login Management
- DHCP Server configuration for saving rare and costly IP resources when they Get scarce. Also configured multiple clients, automating the setting up of IP, Name Server and Gateway configuration, among others
- Setting up SAMBA servers, to enable Windows clients to communicate with Linux without the Need of additional software on the Windows side, such as NFS clients
- With Windows NT 2000 Server totally and use GNU/Linux SAMBA to handles all of Win2K's
- ADS, PDC and Browsing Master services. Additionally, all this software is free of cost as
- Compared to the Costly Win2K Server alternative
- For Departmental and Corporate Intranets, and for localized FTP, set up a Secure FTP and Telnet servers for centralizing data procurement
- For Localized HTTP and FTP Browsing of the entire Intranet, subnet-wise,
- Set up an Intranet HTTP and FTP Transparent Caching Proxy server using SQUID
- Blocking and Monitoring for Web, FTP and other IP-related traffic
- Used LVM for dynamically extending and reducing partition sizes
- Made extensive use of Firewalls using iptables to protect the Company's
- Networks from crackers: DOS, IP spoofing and many other types of Internet Attacks
- Red hat and Centos installation with Hardware Raid and OS fine tuning using kick start installation.
- Troubleshooting problems and issues on Linux applications. Configuration and maintaining Apache, gmail, postfix, MySQL, Send mail, Ice warp, Exim, PHP etc.
- Mailing issue and troubleshooting, and virtualization on XEN, Box, KVM and VMware.
- Shell Scripting for server automation.
- DNS configuration, updating zones and DNS records. Setup a secure open Ssh server, disabling the use of ftp and telnet, to increase network security with Tcp wrappers.
- Made extensive use of iptables to protect the Company's Network. Nagios tool for monitoring network services and host resources with NRPE.
- Handling proof point application used as MX and anti-spam servers

**Zycus InfoTech Pvt. Limited** Sr. Executive (IT and Infrastructure Security)

**Responsibilities include:**

- Setting up Nagios, Zabbix, Fully Automated Nagios (Centreon), as well as N- Central many monitoring application and administration in to this
- Managing the devices. Setting up the OTRS application and it load the modules of it and configuration of ticketing system. Also hands on Advent Net ticketing system installation and configuration and troubleshooting and implementation
- Setting RAID (Redundancy Array of Inexpensive Disk) hardware as well as software for Raid-0, 1, 5 and 1+0
- Windows server backup taking using NTBackup, sync back utility and mysql and MS-SQL Backup Etc.
- Task Automation: Using CRON and ANACRON for automation of varies tasks like backup
- Managing data backup using tools like tar and dump and restore. Managing network backup using tools like re-sync and SCP
- Working in Virtual server environment (VMware, ESXi servers, Sun Virtual Box XEN)
- Responsible for Net vault Backup, NT backup, Petavault and bacula backup on regular bases
- Maintain daily checklist and logs of firewall device, syslog server, and Domain server
- Monitoring of all servers and record the incident and alert. Proactive Management
- Write a shell scripting for an automation of any services and alert
- Handling and implement of Symantec Endpoint protection server for all server and desktop

**Allied Digital Service Limited** L-2 Linux /Windows Support (NOC) March 2005 to Dec 2009

**Responsibilities include:**

- Setup a simple Primary DNS server using BIND9 as well as shell scripts
- Setup and configured GNU/Linux X-Window servers to remotely log in from various different Clients over remote Networks
- Used GNU/Linux VNC to export Linux screens onto Window Machines and Vice-versa for remote administration across OS
- Using Autofs tool to automount multiple directories and drives across the network.
- To monitor the windows and Linux server and troubleshoot their problem and also be in touch with client to explain the issue
- Configuring a Symantec Backup exec Software and taking backup.
- Installation, Configure and troubleshooting of the Groundwork, Nagios as well as N-central Portal.
- To monitor the windows and Linux server and troubleshoot their problem and also be in touch with client to explain the issue
- Managing & Troubleshooting Terminal Server, RRAS & VPN connections
- Managing Active Directory and Group Policies. Managing, Maintaining and Monitoring the Replication between the Child Domain and Trusted Domains
- Troubleshooting and working on Windows Event Logs, and Exchange Logs.

## Resume – Wintel Consultant

### Summary

An accomplished Information Services Professional with extensive experience in Managing IT Network and System Operations at all levels independently with exclusive focus on security, disaster recovery & management and high availability of network resources. Proven ability to conduct accurate need analysis, change Implementation strategy formation and successfully bridge communication gaps among Business and Technical Groups.

### Skill Set

#### **Operating Systems**

Microsoft Windows 2008/2003/XP/VISTA/7/8, LINUX SUSE/RHEL (L2 level).

#### **Network Level**

Manage L2/L3 Manageable Switches, Anti-Spam Mail/Web-LBR Gateways, Firewalls, Routers and VPN Appliances, Define LAN/WAN/DMZ configurations, VLANs, Port Forwarding, NAT/PAT rules, Access-List and Active/Active or Active/Passive load balanced (LBR) configurations.

#### **Server Applications**

Manage Microsoft Exchange 2000/2003/2007/2010/2013, Active Directory, ADFS, ADCS, Microsoft WSUS Server, IIS Webservers, DHCP, DNS, RAS, FTP, VERITAS Net Backup, VMWARE Server/V-Sphere & Microsoft Hyper-V Clusters, and Managing Enterprise Level Antivirus Applications like Kaspersky, Trend Micro, MacAfee and Symantec Enterprise.

#### **Operational tools**

GPMC, ADMT, DRMT, ExTRA, ADSI-Edit, LDIFDE Import/Export, PFDAV Admin, EXRCA, Inter-Org Replication Tool, EX-Merge, ESEUTIL, Exchange Management Shell, and remote management tools like VNC, RDP, Team-Viewer and Net-Meeting.

### Employment History

#### **OculusIT (September 2011 – Present)**

Working as “**Principal Consultant**” for **Transition Projects**

#### Responsibilities include:

- **Requirement Analysis:** Analyzing client requirements and have a clear understanding of Technology deliverables
- **Solution Designing:** Designing and developing the most ideal technology solution for the client to meet their requirements
- **Documentation:** Documenting every details of the project
- **Change Control:** Ensuring a proper change control is maintained and followed
- Contribute towards R&D projects for CEAI portals
- Responsible for aiding the presales team for drafting the proposals
- Building POC , estimation , scoping, maintain production systems and optimizing/tuning Infrastructure

### Projects Executed

- Conducted Transition of 500 Physical DELL Power Edge R610 physical hosts to Cisco UCS Blade infrastructure with total number of 4500 Virtual Servers
- Transitioned 7 Universities Exchange Architecture from Exchange 2007/2003 (Single/Multiple box) to Exchange 2010 fully redundant architecture with NLB/DAG configuration and KEMP 2200 LBR Integration at hosted Datacenter in Cleveland USA
- Developed and delivered multiple transitions from on-premises Exchange to **“Office 365” Exchange Online Cloud with SSO Integration and Conducted I-Seminars and QA sessions for Exchange and AD Consolidation Projects**
- Provided AD Architecture consultancy for IDM/FIM Projects
- Built team for handling Datacenter Operations (i.e. T.A. Participation)

### **M/s HCL COMNET SYSTEMS LTD. (April 2010 – September 2011)**

Worked as **Sr. Specialist ITSM (IT Services Management) Department for IT Projects Implementation**

### Responsibilities include:

- Liaison with Network Team, Security Team, Marketing Team and customers for successful implementation of IT Infrastructure Project Deployments.
- Handle day to day operational activities of windows infrastructure deployment and support L2 and L3 teams for escalations.
- Conduct planned transitions, migrations and project implementations.

### Projects Executed

- Executed day to day operational activities of Windows Hyper-V/Active Directory/Exchange 2007 Infrastructure deployment and support L2 and L3 teams for escalations.
- Resolved operational escalations of Exchange Server mailbox quota assignments, account creation, group policy configuration/deployment, user rights assignment and modifications, Auto Discover problems, synchronization issues in Outlook/OAB/Public Folders, message queues, SAN Certificate configurations, CAS-PROXY and CAS-REDIRECTION issues for client mailboxes.
- Troubleshoot Exchange 2007 mail routing using exchange message tracking, send and receive connector configurations, AD site/subnet configurations, and SCR/LCR replication issues.
- Executed Deployment, configuration and troubleshooting of Mailbox, HUB, CAS and EDGE Transport Exchange Server roles, setup Exchange CCR/SCR/LCR HA/site-resiliency configurations and configured IIS for Intranet/Internet Websites and Site Certificates for Client’s network.
- Prepared pre and post implementation Network/Server (Exchange/Active Directory) deployment templates demonstrating best industry practices for Projects.
- Prepared transition documents and contributed towards keeping KEDB (Known Error Database) up to date to ease operation management of Microsoft Exchange/ AD Servers for L1 and L2 support officers.
- Involved in installation of IBM H-Series Blade Center Servers in Data Center Deployments and deployed Server roles of Active Directory and Exchange 2007 Servers at DR site.
- Configured IBM SAN Storage DS5020 Storage Device, IBM SAN 24 B SAN Switches and their Blade/Host Mappings at IBM Blade Center H-Series CHASIS blades (HS22).

**M/S GTZ TVET, Technical Vocational Education and Training  
BANDA ACEH, INDONESIA (June 2006 – December 2009)**

Worked as **Regional IT SPECIALIST** for GTZ's Vocational Training Project working for Development of Technical and Vocational Education Training Schools in the Region.

**Responsibilities include:**

- Responsible for design, implement, maintain and configure the security policy for IT Network.
- Ensure consistent availability and reliability of organizational data & communication systems between local and remote office sites.
- Manage system backups, maintenances at recommended down time.
- Maintain required system documentation.
- Conduct routine Hardware/Software audits of systems to ensure compliance with established standards, policies, configuration guidelines and ensure high availability of network resources.
- Communicating requirements to management and process required IT procurements as per the organizational needs, assessing line utilization and troubleshooting as necessary.
- Coordinating and supporting installation, configuration and maintenance of anti-virus and patch management solutions throughout the organizational systems.
- Manage small team IT colleagues working in remote site branches and local site offices in the city for IT services.

**Projects Executed**

- Redesigned network hardware infrastructure consists of HP DL Series 60 servers across 6 remote site offices.
- Implemented several additional Exchange Servers under Windows 2003 Active Directory architecture for entire office consists of 450 end-users at local site premises and provided IT operational support to 6 remote site offices with average end-user strength of 150 users.
- Performed exchange tasks such as: Mailbox Move, RSG configurations, mailbox stores backup/recovery operations, mailbox/public folder rights and quota configurations, database recovery and repair, configure RPC/HTTP access, RGC/SMTP connectors, mail routing or relay, spam filters and transaction log operations.
- Designed and implemented a routine data backup policy and ensured high availability of enterprise DATA.
- Coordinated with vendors to implement the C-Band VSAT 3MB link and designed distribution of Internet Services to remote offices in the city using 5GHZ Radio Towers.
- Implanted virtualization products like VMWARE Server and configured Windows SUS (software update services) to deploy windows patches and updates to client systems in the network in integration with Group Policy Management (GPO).
- Conducted disaster recovery by repairing corrupt information stores, exported MS Exchange mailboxes data into PST files using EXMERGE utility and performed migration of exchange mailboxes into new information store databases.
- Designed an official website for publishing project activities of local enterprise using Dream Weaver.
- Handled multiple IT Infrastructures cum Windows Active Directory Migration Projects for critical clienteles including CITY Mayor's office (200 Users) for complete planning, designing and successful implementation of IT Network Infrastructure from scratch. This involved preparing proposals, tendering and modification of proposed proposals as per client business needs, design of unique coding scheme for each network

node and Network cable paths, providing clear guidance to vendor staff pertaining to clean implementation of basic IT Infrastructure.

- Consistently monitored work-in-progress of the projects, coordinated with client's management and vendors for sending & receiving updates over implementation progress, involved into complete installation/commissioning of IT Hardware i.e. LAN/WAN equipment and Software Applications.
- Carried out Windows Exchange transitions and migrations of Active-Directory objects, created resource access policies, file shares, user accounts, performed security hardening on servers, configured User/Group/OU permissions, DNS, DHCP configurations, defined group policies, replication policies, configured inter-forest trust relationships, AD Site and subnet configurations and prepared backup policies in VERITAS ver.9.0 along documenting disaster management strategies.
- Used Cisco RV082, Microtik Router (Linux based) and Juniper SSG-140-SH Firewall & VPN appliance to setup WAN level failover clusters (Active/Passive) and internet load balancing (Active/Active) network gateways in multiple projects. Static Routing, NAT/PAT and port forwarding configurations were implemented to enable external resource access. Also deployed LAN Security using Linksys SRW2024, Linksys SRW224G4, D-link's DES-3226L and DES-3052P manageable switches and implemented Link Aggregation (802.1ad), Access Control List (ACL), Trunk Configurations, 802.1x Port-Based/MAC-Based Access Control, 802.1x Guest VLAN and 802.1Q Standard VLAN's.
- Prepared IT Budgets in coordination with finance department and implemented MS ACCESS Database for clean record of IT assets and managed task delegation & coordination with small team of 6 System Engineers to ensure smooth operations into remote sites and provided appropriate support to handle escalations. Maintained clean documentation of IT operational activities.

### **GTZ GMBH GERMAN TECHNICAL COOPERATION (September 2004 – May 2006)**

**Worked as SYSTEMS ADMINISTRATOR** for GTZ's Health project to maintain, upgrade, and installation support activities into IT network of multiple GTZ projects including HQ in Delhi Region, along with two remote locations at PUNE & WEST BENGAL. Monitored and managed organizational Data Security in the IT network throughout organization and supported end-user trainings.

#### **Responsibilities include:**

- Monitor, manage and troubleshoot Windows Servers, active directory replication, trust relationships, backup-restore of domain controllers, file servers and intranet web servers and end-user desks.
- Maintain security & patch deployment activities, load balancing, configure & troubleshoot Windows 2000/2003 server components (i.e. configure Active Directory, DHCP, DNS, IIS, GPO, User-rights, disk quotas and mailbox quota management tasks).
- Troubleshoot Microsoft Exchange 2000/2003 Mail Servers; manage tape backups using VERITAS Backup Executive Software and prepare disaster recovery images proactively.
- Configure and troubleshoot Server RAID problems, NAS array configurations along LAN/WAN devices such as Routers, Hubs, Switches, Firewalls, Wireless Access Points and Multifunctional Network Printers/copiers.

#### **Projects Executed**

- New ML350 G4P server with SAS Drives configured in the network as Additional Domain Controller and implemented Trend Micro Worry-Free antivirus application, Client server messaging security mail spam filter application and secured the LAN network gateway by implementing FORTIGATE 60 Firewall security appliance at the local Office.

- Recovered MS Exchange 2000 Mailboxes from MDB exchange databases to Microsoft Exchange 2003 server successfully without any data loss. Black berries and sophisticated office handheld devices (phones/tablets) configured to access exchange data through POP3/IMAP access. Also implemented domain level Group Policies (GPO) in active directory to restrict end-users desktop/laptop work-environment for unwanted software installations and system configuration access.
- Evaluated performance, capacity and improved bottlenecks.

### **TECKINFO SOLUTIONS PVT LTD. (September 2002 – September 2004)**

Worked as **ENGINEER CUSTOMER CARE DIVISION** contributed towards installation, support and maintenance activities for the wide range of branded (HP/COMPAQ/TOSHIBA/ACER/IBM/DELL) Desktop Computers, H/W-Servers, Notebook/Laptop products and network devices, Cannon/HP network printers & wireless products from D-link & Link Sys.

#### **Projects Executed**

\_Microsoft SBS2000 (Small Business Server) installed and configured as exchange e-mail server to be used with MULTI-TECH Proxy server for sharing a single dial-up TCP/IP Account for accessing internet by LAN users.

- Installation of Microsoft Windows 2003 Exchange server to serve 50 clients as DHCP server, Terminal Server and RAS Server to access email and FTP data from remote locations.
- Implemented HP DL/ML Series Servers at multiple client sites and configured them as per business needs supporting RAID, Messaging, RAS, FTP, OWA Access etc.
- Installed variety of network security appliances, wireless devices, network printers, servers, desktops etc at various corporate and home segment client sites and received good exposure towards branded hardware products.
- Provided Desktop/Laptop/Server level support solutions to small and medium sized business clients and home segment clients.

### **ABC INFOSOLUTIONS LTD.**

#### **NEW DELHI, INDIA (June 2001 – August 2002)**

- Worked as Customer Support Engineer supporting home segment clients, small and medium sized corporate for all kind of computer H/W & Software related troubleshooting.
- Performed as site support executive at corporate brand named MODI Group to handle day to day PC and printer support activities for six months.

#### **Academic & Professional Qualifications**

- MBA Information Systems (IT) from SIKKIM MANIPAL UNIVERSITY (INDIA) – Jan 2012.
- Bachelor's Degree in Arts from DELHI UNIVERSITY School of Correspondence, INDIA – May 2006.
- Advanced Diploma in Computer Hardware & Networking from JETKING School of Electronic Technology, New Delhi, INDIA – June 2001.

#### **Professional Certifications**

- CCNA (CISCO CERTIFIED NETWORK ASSOCIATE) – April 2006.
- MCSE (Microsoft Certified System Engineer) on Microsoft's Windows 2000 Platform – December 2003.



## Resume – Security Consultant

### Summary

- Sophisticated IT professional with over 12+ years of rich experience in systems/network architecture, installation, implementation, integration, security & administration in local and remote environments.
- Well accented with the key IT skills in the domain of LAN, planning, designing, installation & configuration of IT networks, maintenance & troubleshooting, network user management on multiple platforms.
- System administration of computer hardware, software and networks over different operating systems on multiple domains and multiple sites over WAN.
- Extensively worked in support, capacity planning, performance management, disaster recovery in a wide range of Information Security applications and technologies including knowledge of various operating systems, network environments, application software and hardware.
- Demonstrated problem analysis, resolution skills, ability to troubleshoot, solves problems quickly & completely.

### Certifications

- Microsoft Certified Professional
- ITIL V3
- Microsoft Certified System Engineer
- Microsoft Certified Database Administrator
- Certificate of Interconnecting Cisco Networking Devices
- CCIE Security V3
- Completed CCNA
- Sun Certified System Administrator
- Cisco Certified Network Professional – Switching & Routing

### Technical Skills

**Routing (N/W Layer Management):** RIP, EIGRP, OSPF, BGP, IBGP, EBGp Static Routes and Redistribution.

**Switching:** STP (802.1d, 1w), VTP, VLAN, DTP, HSRP, VRRP and Ether channel.

**Network Security:** Network Address Translation, Port Address Translation and Access-list.

**Local Area Networks:**

- Implementation, maintenance, designing, troubleshooting of LAN on Ethernet Networks.
- Have concept of segmentation of LAN using Virtual LAN (VLAN), Spanning Tree Protocol (STP)(802.1D), RSTP(802.1W)
- Good understanding of TCP/IP Networks and its implementation.

**Wide Area Networks:**

- HDLC, PPP, Frame Relay (Point-to-Point) & (Point. to Multi-Point), MPLS.
- IP addressing, Sub netting, VLSM, Routing, ISDN, ADSL, SDSL.
- Protocols (RIPv2, OSPF [single area & multiple areas], EIGRP, BGP).

**Network Management System:** AAA, RADIUS, TACACS, SNMP, SYSLOG, FTP, TFTP, CDP, HTTP and NTP.

**DHCP:** Configuration of Server, Relay & Client modes.

**VPN:** Remote/Dial up, Site to Site VPNs, IPSec, GRE, L2TP.

**Routers:**

- Cisco: 3640,7609,7204,2100, 2800, 3800 and 6500
- Foundry: MLX-4, MLX-8 and MLX-16

**Switches & Firewalls:**

- Cisco: 1900, 2960, 3500, 3750, 4500, 6500 Series and Nexus 5K
- Foundry: FGS648P, FESX424HF
- Enterasys, Cabletron:-
- Cisco ASA, Pix: ASA5505, ASA5510, ASA 5520, 515Pix
- Watch guard: x550e, x750e
- Juniper: SSG140, SSG320M, SSG350M

**Load Balancer:** Foundry: Server Iron SLB Load Balancer, KMP

**Media Gateways:** Veraz Media Gateways 4000 Series (VOIP Gateways)

**Session Border Controllers:** Genband SBC's 1000 and 2000 series

**VPN Concentrator:** Cisco 3000 Series

**Servers:** VMware esx3.5, Apache on Linux, Windows 2000, Internet Information Server v1.0 to v7.0 on Windows NT & 2000, iPlanet on Solaris 8 and Windows 2000.

**Databases:** Experience in installation of Oracle 8i/9i Enterprise on Windows NT, Solaris 8 and Redhat Linux 6.x & 7.x., MySQL on Linux, MSSQL on Windows 2000 Family.

**Email Servers:** Microsoft Exchange 5.5, 2000, 2003, 2007, 2010 Sendmail 8.0, Postfix, Imap4 and Pop3 servers, OpenWebmail on UNIX.

**Security:** Squid, ipchains, iptables in Linux, VPNs using CIPE, Windows Routing and remote access service, Tools like TCPdump, Ethereal, IPsec VPNs, and SSL VPNs.

**Application Software:** Microsoft Office, Microsoft Project, development Tools like Rational Suite Enterprise for Windows, Rational PurifyPlus for Solaris and Forte Developer 6.

**Other Hardware:** Servers and Desktop Computers: Compaq (e.g. Prosignia 200, Proliant 400, 800, 1600), HP, HCL and Wipro Servers in multiprocessor configurations with and without hardware RAID controllers, Sun Microsystems Ultra Sparc 10 Workstation, Sun Fire V100, V210, 280R & E250 Servers. Compaq, HP, HCL, Wipro, Vintron, Zenith and PCL Desktop Computers, HP Blade server, HP server ML 350, DL 380, Dell 2850, Dell 1950 servers., Dell PowerEdge R610, Cisco UCS M2 Blade Series.

**Other Network Hardware:** Manageable Switches like Cisco 2600, 2950T series, Cisco 3825 router, Cisco 55xx Series ASA, Cisco PIX 505/515, 3COM, Intel, Dlink Routers like Zyxel ISDN router Prestige 128plus. Leased line Modems like RAD ASM 20 CAT 5 Structured Cabling with Lucent Patch Panels, I/Os and cables, Watch Guard firebox Xedge, Radware linkproof, Cisco PIX 515E, Cisco ASAs, RADWARE, Catalyst 6500 Series & 7200 Routers.

**Printers:** Stand alone and Network Printers like HP LaserJet 5si, 4000N, 8000N, 8100N, HP Color LaserJet 4500 DN, HP DeskJet 720c, 840c, 930c Printers with HP Jetadmin.

**Total Work Experience: 12+ Years**

## Resume – Network Consultant

### Summary

- Sophisticated IT professional with several years of rich experience in systems/network architecture, installation, implementation, integration, security & administration in local and remote environments.
- Extensive hands on experience in participating in planning, analysis and implementation of Service Provider and Corporate networks.
- Possesses rich experience at working in Cisco, Extreme & Juniper switching & routing devices, configuring OSPF, BGP and MPLS in Service Provider networks.
- Well accented with the key IT skills in the domain of LAN, planning, designing, installation & configuration of IT networks, maintenance & troubleshooting, network user management on multiple platforms.
- System administration of computer hardware, software and networks over different operating systems on multiple domains and multiple sites over WAN.
- Extensively worked in support, capacity planning, performance management, disaster recovery in a wide range of Information Security applications and technologies including knowledge of various operating systems, network environments, application software and hardware.
- Demonstrated problem analysis, resolution skills, ability to troubleshoot, solves problems quickly & completely.
- Expertise on Cisco Routers (3845, 7200 and GSR Series) and Switches L2 (Catalyst 2950) and L3 (3550, 3650).
- Worked on Juniper J2320 & M10i series.
- Hands on experience of different vendor L2 & L3 devices namely Extreme, HP & Enterasys.
- Hands on Experience in Firewall management namely Cisco ASA and DELL Sonicwall.
- Good knowledge on routing protocols (RIP, OSPF, BGP and EIGRP).
- Good knowledge on MPLS (Multi-Protocol Label Switching).
- Hands on experience on configuring and troubleshooting GRE Tunnels, ACLs, Policy based routing, route-maps and other different manipulating methods.
- Experience of L2 protocols namely STP, VRRP, MLAG.
- Troubleshooting routing and switching problems.
- Proficiency in handling large Wide Area Networks
- Knowledge of wan technologies like Frame-relay and ATM.
- Proven experience in design and implementation of networks.
- Good knowledge of building End to End Metro Path using VLANS and QinQ Technology.
- Proven experience in coordinating and conducting change management and hot-cut with downtime provided.
- Hands on Experience in troubleshooting issues related to VPN and IVPN Enterprise Customers
- Also worked as a regulatory interface with BSNL/VSNL/BTSOL/RIL/PGCIL/TATA for Backbone, Gateway, and Access Links.

### Certifications

- ✓ **Microsoft Certified Professional**
- ✓ **CCNA Certified**
- ✓ **CCIP Certified**

### **Technical skills**

**Routing (N/W Layer Management):** BGP, OSPF, EIGRP, RIP & MPLS

**Switching:** VLAN, STP, VTP, HSRP

**Security:** Cisco ASA, Sonicwall, VPN

**Network related Tool:** Epicenter and Ridgeline, Nessus, Retina.

#### **Local Area Networks:**

- Implementation, maintenance, designing, troubleshooting of LAN on Ethernet Networks.
- Have concept of segmentation of LAN using Virtual LAN (VLAN), Spanning Tree Protocol (STP)(802.1D), RSTP(802.1W)
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#### **Wide Area Networks:**

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- Foundry: FGS648P, FESX424HF
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  - ✚ Watch guard: x550e, x750e
  - ✚ Juniper: SSG140, SSG320M, SSG350M

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**VPN Concentrator:** Cisco 3000 Series

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**Security:** Squid, ipchains, iptables in Linux, VPNs using CIPE, Windows Routing and remote access service, Tools like TCPdump, Ethereal, IPSec VPNs, and SSL VPNs

**Other Network Hardware:** Manageable Switches like Cisco 2600, 2950T series, Cisco 3825 router, Cisco 55xx Series ASA, Cisco PIX 505/515,3COM, Intel, Dlink Routers like Zyxel ISDN router Prestige 128plus.Leased line Modems like RAD ASM 20 CAT 5 Structured Cabling with Lucent Patch Panels, I/Os and cables, Watch Guard firebox Xedge, Radware linkproof, Cisco PIX 515E, Cisco ASAs, RADWARE, Catalyst 6500 Series & 7200 Routers

**Printers:** Stand alone and Network Printers like HP LaserJet 5si, 4000N, 8000N, 8100N, HP Color LaserJet 4500 DN, HP DeskJet 720c, 840c, 930c Printers with HP Jetadmin

**Onsite Experience:**

- Worked as Principal Consultant – Networking for OculusIT to manage and improvement planning for client datacenter primarily based on Extreme devices at Bridgewater, U.S.A
- Worked as Senior Network Engineer and Onsite coordinator for Fiserv Inc., Brookfield, U.S.A. to plan migration of Fiserv Clients from Legacy Frame relay to ATT MPLS VPN

**Total Work Experience: 12+ Years (including onsite & offsite)**

**Tier 0 and Tier 1 Help Desk Consultant - Job Description**

The primary responsibility of a Help Desk agent is delivering first line support to OculusIT clients. Agents will receive incidents from multiple channels including telephone, email and chat. Agents are to maintain a proficient knowledge of supported applications procedures and be able to assist users with a variety of problems.

**Job Description:**

- Provide friendly, courteous, and quality support to all users.
- Strive to meet or exceed all SLA goals.
- Respond to incoming telephone calls, voicemail, web-submissions, emails and/or chat for assistance from users experiencing problems.
- Troubleshoot, analyze, resolve, track, escalate and accurately document various technical problems (i.e. software, hardware and client specific applications).
- Document customer requests in the appropriate issue tracking system.
- Route tickets accurately to second level support when needed.
- Stay current on and adhere to established policies, procedures and documentation.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily and the requirements listed below are representative of the knowledge, skill, and/or ability required:

**Required Skills:**

- Subject matter expert in enterprise applications
- Assist customers in diagnosing, troubleshooting and resolving issues on Windows®, Mac, and PDA platforms along with portal related issues.
- Certified Microsoft® Office and Windows® Expert
- QuickBooks & MAS90 Proficient
- SQL & Visual Basic Proficient
- Hardware/Software Installation & Configuration
- Hardware/Software Troubleshooting & Support
- Forms/Document Design
- Custom DB Application Building Experience
- AD Proficient
- Serves as an escalation point for difficult questions, Agent issues, and Client issues.
- Knowledge of Active Directory.

- Strong problem solving skills and decision making ability.
- Effective listening and probing question skills.
- Ability to learn and apply technical information in a fast-paced, demanding work environment.
- Ability to follow policies and procedures; attention to detail.
- Ability to handle a large call volume
- Flexibility to accommodate Help Desks hours of operation, 24x7x365 including holidays
- Work well in a team environment
- Excellent written and verbal communication skills

**Performance Expectations:**

The expectations listed below are representative of the performance of a successful Help Desk agent:

A Tier 1 technician's primary goal is to either:

1. Resolve an issue on the first call and properly document steps taken.
2. If escalated, gathered and documented in the ticket all information that will be required by the escalation point.

In order to successfully provide the required information it is of the utmost importance that the agent is updating the worklog as they perform troubleshooting steps. Tickets are to be documented while the interaction is occurring. This ensures that nothing will be missed and provides the opportunity to capture and verify information in real time.

Information gathered should include, but is not limited to:

1. Ideal contact information for user including primary and secondary phone numbers and a good email address
2. List of all troubleshooting steps taken and results of each step
3. A complete, understandable description of context of error
4. A screenshot, if issue requires visual description.

All of this troubleshooting and documentation must take place with a focus on outstanding customer service. Users do not contact Help Desk agent because everything is working, but rather because something is not working as expected. Their frustrations must not translate to frustrations on the part of the agent.

1. Be courteous and polite on all interactions, such as saying "please" and "thank you" when appropriate.
2. When verifying information, make sure to ask politely to verify the spelling of a word or name. Ask the user politely to spell the word phonetically if the user is difficult to understand over the phone.
3. If a user becomes irate because you do not have an immediate answer, you can diffuse the situation by explaining to the user that an answer is forthcoming as quickly as possible by another party. Confidence on your part will translate to the user's confidence in you in return.
4. If a user asks to troubleshoot an unsupported issue, provide them with the resources to get assistance, such as an external help desk number or web site.

## Tier 2 Support Technician - Job Description

The primary responsibility of a Help Desk Tier 2 agent is delivering second line support to OculusIT clients. Agents will receive incidents from multiple channels including telephone, email and chat from internal as well as external points of contact. Agents are to maintain a proficient knowledge of supported applications procedures and be able to assist users with a variety of problems.

### Job Description:

- Provide friendly, courteous, and quality support to all users
- Strive to meet or exceed all SLA goals
- Respond to incoming telephone calls, voicemail, web-submissions, emails and/or chat for assistance from users experiencing problems
- Troubleshoot, analyze, resolve, track, escalate and accurately document various technical problems (i.e. software, hardware and client specific applications)
- Document customer requests in the appropriate issue tracking system
- Route tickets accurately to client level support when needed
- Stay current on and adhere to established policies, procedures and documentation
- Be a subject matter expert in the full suite of supported client system and processes

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### Required Skills:

- Subject matter expert in enterprise applications
- ITIL and six sigma certified
- Assist customers in diagnosing, troubleshooting and resolving issues on Windows®, Mac, and PDA platforms along with portal related issues
- Certified Microsoft® Office Expert
- Certified Microsoft® Windows Expert
- QuickBooks & MAS90 Proficient
- SQL & Visual Basic Proficient
- Hardware/Software Installation & Configuration
- Hardware/Software Troubleshooting & Support
- Forms/Document Design
- Custom DB Application Building Experience
- AD Proficient
- Knowledge in Microsoft® Office (i.e. Word, Excel, PowerPoint, Access)
- Knowledge in Microsoft® Outlook and/or Lotus Notes
- Knowledge in Windows® 2000, XP, Vista, 7 and Mac OSX Operating Systems
- Knowledge of Active Directory
- Strong customer service skills
- Strong problem solving skills and decision making ability
- Effective listening and probing question skills
- Ability to follow policies and procedures; attention to detail

- Ability to handle a large call volume
- Flexibility to accommodate Help Desks hours of operation, 24 hours a day, seven days-a-week, including holidays
- Strong enthusiasm and desire to learn
- Work well in a team environment
- Excellent written and verbal communication skills
- Self-motivation and organization
- Ability to multi-task

**Performance Expectations:**

The expectations listed below are representative of the performance of a successful Help Desk Tier II Support agents.

A Tier 2 Support Technician's primary goals as it relates to tickets are:

- All expectations of a Tier I Support Technician
- Routinely check ticket queues to verify tickets have been appropriate escalated
- Proactively follow up on tickets owned by OculusIT, ensure from user that issue has been resolved, and tickets are updated with relevant information
- Ensure the 24 hour follow-up process is maintained for tickets
- Collaborate with training staff to recreate problems in the test environment
- Own the ticket follow up process for all ticketing tools
- Communicate plan, progress, and issues in a timely manner to Management team.
- Actively contribute to ongoing process improvement, such as submitting documentation requests, training improvements, and other ideas

A Tier 2 technician's primary goals as it relates to coaching and corrective actions are:

1. Issue corrective actions for all:
  - a. Technical issues as it relates to an agents performance to include:
    - i. Ticketing process
    - ii. Client communication
    - iii. Customer service
    - iv. Incorrect troubleshooting done
    - v. Incorrect usage of client tools
    - vi. Incorrect information provided to end user
    - vii. Bad ticket documentation
    - viii. Ticket not created
2. Assist the team in identifying and resolving knowledge and documentation gaps
3. Provide feedback to the training team for updating and adding new training.
4. When not actively engaged in a live interaction or resolving escalated tickets, a Tier 2 agent should be:
  - a. Monitoring interactions as a proactive quality audit
  - b. Generate corrective actions as a part of monitoring
  - c. Reviewing previously created tickets for issues and coaching opportunities



## Resume – Network Lead

### Summary

Qualified Network/Information Security Engineer with certifications like SNPA, BSCI, BCMSN, ITIL, CCSA (Training), and CCNA with 10+ years of responsible IT experience. Implemented and configuration of network services and security solutions in the field of Network & Internet Security, Security Information Management operations, Vulnerability Management, Endpoint Security Solutions, Vulnerability Assessment.

### Certifications

- ITIL V3
- CCIE Security V3
- Cisco Certified Network Associate (CCNA)
- Securing Network With PIX and ASA (SNPA)
- Building Scalable Cisco Internetworks (BSCI)
- Building Cisco Multilayer Switched Networks (BCMSN)
- IBM Certified Professional Think vantage Security Solutions, Wireless Solutions, Data Migration Feb 2005.
- IBM Certified – PC Architecture (Hardware, Processor, Memory, Bus, Storage and Graphics Architecture)
- Cisco Intrusion Prevention System Certificate

### Technical Skills

- **Access Control:** Firewall and Network Admission Control (Cisco Pix Firewalls (535, 525, 520, 515), Cisco ASA 5510, 5520, 5540, Cisco IOS Firewall feature set (IOS 12.X), Checkpoint, Fortigate, Juniper, Linux IPTables)
- **Routing:** Cisco Routers (Routing protocols – RIP, EIGRP, OSPF, BGP)
- **Switching:** Cisco (6500, 4500, stack switches, etch), Extreme Networks (Stackable X series - Summit, Chassis Based – BlackDiamond)
- **Content Filtering:** Web content filtering & E-mail content filtering (Websense, TrendMicro)
- **End Point Security:** Anti-Virus & Patch Management (TrendMicro, McAfee)
- **Threat Management:** Vulnerability Management, Intrusion Detection/Prevention (Qualis Guard, Nessus, Cisco IDS/IPS, SNORT)
- **Identity Management:** (ACS, RSA)
- **Security Incident Management:** Log Aggregation, Correlation (NetForensics)

**Total Work Experience: 10+ Years**

## Resume – Wintel Lead

### Summary

- Having over 10 years of IT experience with extensive hands on experience and exposure to Windows® Server concepts.
- Experience in Data Center Operations, System Integration Planning, BCP Planning, Implementation and ISMS Compliance.
- Dedicated towards successful project completion and have the ability to work as a team leader or as an individual under deadline pressure, eager to share information, committed to continuous learning and skill development.

### Certifications

- Bachelor of Commerce in Finance and Accounting
- Diploma in Hardware and Networking Training
- Diploma in Software Development
- ISO 27001 Training
- MBA (IT)

### Technical Skills

Implementations/Deployment	Microsoft® Windows® NT, 2003 and 2008 Active Directory, Microsoft® Exchange 2003 on a cluster, Exchange 2007 with VMWARE HA, Exchange 2010 with DAG, Microsoft® Office Communication Server 2007 R2, Microsoft® Lync 2010, Microsoft® ISA 2004 & 2006, Microsoft® SCCM 2010 with Forefront® and Bitlocker Management Server, MS Forefront® for Exchange, VMWARE VSPHERE 4 & 5, Symantec Email security for Exchange, Bright Email Gateway, Barracuda Email gateway, Symantec End Point Protection, Trend Micro, Sophos, CA Arcserve, Symantec Backup Exec, VERITAS net backup, Dell KACE, Norton Antivirus Corporate Edition, MDAEMON mail server, XMAIL server, Manage Engine Service DESK Plus, SharePoint® wss3.0, SharePoint® 2010, Microsoft® Active Directory Federation Services, EMC AX-4, EMC VNX 5300, Dell® Equal logic PS6100, Dell® M1000E Blade Chasis Controller with M610, 620, 710 & 910 blades, Dell® PowerEdge Rack Servers, HP® Rack Servers, IBM® rack servers and AVOCENT KVM switches.
Projects	Microsoft® Windows® 2003 to 2008 Active Directory upgrade, Microsoft® Exchange 2003 to 2007 Exchange upgrade, Microsoft® Exchange 2007 to 2010 upgrade, Microsoft® SCCM deployment, Symantec Endpoint Protection to Microsoft® Forefront® SCEP upgrade, MDAEMON mail to Exchange 2003 upgrade, OCS2007R2 to Lync 2010 upgrade, ISO 27001 certification
Microsoft Services	Strong knowledge on Active Directory, DNS, DHCP and Radius.
Operating Systems	Operating Systems Windows® NT/2000/2003/2008/2012/XP/Windows® 7/Windows® 8/ Macintosh®

Response to Information Technology Support Services RFP

Firewall/VPN Devices	Firewall/VPN Devices MS ISA & Fortifate
Mail Servers	MS Exchange Server 2003/2007/2010 administration & management, MDAEMON, XMAIL, Google APPS
Remote Access	PC Anywhere, Remote Desktop Protocol, GoToMyPC & Dameware, SCCM
VoIP	Asterisk, X-Lite.
Database	MSSQL and MYSQL
URL Filtering	SonicWall, ISA Server, GFI Web Monitor
Proxy	ISA 2004\2006, Win Proxy and Wingate
Backup & Storage	Backup - CA ARC Serve, CA XOssoft, Symantec VERITAS Backup Exec & Symantec Replication Exec. Storage – EMC Clarion, VNX & Equal logic PS series
Anti-Virus and Patch Update Software	Trend, Sophos, SEPM, WSUS, KACE and SEPM
Programming Language	Worked on C, C++, Microsoft® Visual Basic & VBScript
Office Suites	MS® Office® 97/2000/XP/2003/2007/2010/2013 including MS® Visio®
Web Services	IIS6, IIS7 & Apache® Tomcat®
Enterprise Content and Document Management	SharePoint server management and administration.
Communication Services	Application software knowledge including Vidyo & MS Lync
Virtualization	Hands on experience on virtualization technologies which includes VMWARE Workstation, Server, ESXI 3.0, ESXI 4.0 & ESXI 5.x
Asset Inventory	SCCM & KACE
Mobile Services	Blackberry Enterprise Server & GOOD
Capability	Able to design and implement all the above technology architecture
IT Call Logging	Well equipped with IT Ticketing Processes and Procedures including but not limited to Incident, Problem and Change Management.
Troubleshooting Break Fix Issues	Strong presentation skills and ability to visualize and implement breakthrough process improvements.
Planning	Good business planning, analytical and conceptual skills to evaluate business problems and apply knowledge to identify appropriate solutions
Communication Skills	Excellent customer service skills, excellent interpersonal skills and strong written and verbal communication skills.
Analytics	Good analytical and troubleshooting skills (the ability to think logically through a problem) and must have the initiative, perseverance and commitment to see problems through to resolution.

**Work Experience**

**OculusIT** – Sr. Principal Consultant

March' 2013 - Present

Took full-circle approach of IT infrastructure improvement via upgrade to the latest technologies, standardizing delivery of IT services, and improving both customer and inter-departmental relationships. Built the highest performing team of IT Specialists in the region as evidenced by continuously exceeding Service Level Agreements (SLAs).

**Responsibility Summary**

- Onsite Data Center Management
- Provide a framework that assist organizations to successfully implement the technology solutions
- Identify and sets priorities for the product or service needs to be deployed
- Facilitates the day-to-day coordination required to deliver the product or service in a consistent manner.
- Managing Microsoft® Active Directory and Exchange for various clients
- Planned, designed, implemented and migrated Exchange 2003 to 2007 & 2007 to 2010 & 2003 to 2010 to O365
- Consolidated various Active Directory forests including exchange mailboxes in single Active Directory Forest Architecture
- Implemented SCCM 2012 R2 with sub components like SCEP and WSUS
- Providing L-3 support for BES, GOOD, SCCM & Lync
- Providing L-3 support for NetVault, CA Arc Serve, Symantec and CommVault backup solutions
- Providing L-3 support for SEPM, SCEP and MCAFEE antivirus solutions
- Implement a product or service that meets the specification and customer expectations. Evaluates technical solutions to be acquired or utilized.
- Ensures all issues are known before the release of the product or service.
- Designs, develops, and publishes user performance solutions, online help, and training systems, including instructional materials that enable users to get the most out of the product or service.
- Ensures smooth rollout, installation, and migration to the operations and support groups.

**Organization:** UnitedLex

June'2010 to Feb'2013

**Designation:** Manager (Information Technology)

**Responsibility include:**

- Lead the team that provides production and project support for desktops, networks, telecommunications, and applications. Supported vastly different infrastructure and application environments
- Prepared departmental budget for IT service management. Included variables and complexities such as operational changes, organizational changes, facilities changes, and proposed projects to build realistic budgets with attention to financial constraints
- Responsible for day to day operational delivery and management of IT infrastructure of organization for both domestic and international location.
- Monitor the Helpdesk call logs for DC related services and ensure resolution of problems.
- Centralized Antivirus and WSUS Administration (Patch Management) on Multiple Networks.
- Ensure audit readiness at all levels (Security, Process, Technical)
- Management of Hardware & Software Inventory.
- Responsible for Business continuity and Disaster Recovery Planning.
- Coordination with Vendors for Hardware and Software procurement.
- Active Directory Management & cleanup.
- Administration and maintenance of the Exchange 2007/2003 with around 2800 mailboxes.
- Analysis of Email System Logs, Internet Access Logs & VPN Logs
- Managing EMC VNX and AX storage arrays
- Managing VMWARE VSPEHERE and VMWARE Site Recovery Manager for HA and DR perspective

- Administration of Mail Security Appliances (Symantec Mail Security) to control SPAM.
- Data backup & Recoverability using VERITAS Backup Exec 12.5, Symantec Replication Exec & Windows® Backup.
- Monitoring of Email System, Domain Controllers & Backup Servers.
- Administration of DHCP, WINS, DNS, MX Records & FTP Servers in Windows® 2003.
- Installation & Administration of Blackberry® Servers.
- Installation & Administration of Network Monitoring Software (WhatsupGold, solarwinds and Intermapper)
- Installation & Administration of IT Ticketing Portal (Adventnet Service Desk and Track IT)
- Installation, Administration & Internet Bandwidth Management using ISA 2004 & ISA 2006.
- Installation & Administration of Terminal Servers.
- Installation and Management of IPSEC Tunnel on ISA 2004 & ISA 2006.
- Administer and maintain the corporate IT datacenter assets in terms of servers, applications, hardware, backup and Restore, Patches, Security fixes and Vulnerabilities, databases and storage devices.
- Work with vendor/Service providers/OEM to address delivery issues/challenges and meet assured targets in terms of SLA and uptime.
- Function as in-house domain expert and handle or resolve complex/advanced issues and problems related to server and datacenter infrastructure.
- Works with Senior Manager/Cross Functional to develop and maintains a technology plan/strategy for the organization with input and participation from appropriate information technology workgroups and appropriate IT staff. Lead the execution, implementation, validation and documentation needs of datacenter.
- Perform incident, capacity, trend, BCP, BIA, RCA and change management functions as per industry standards.
- Identifies, coordinates, and resolves multi-site conflicts and issues related to datacenters and applications.
- Ensures the security of systems and application against various threats like computer virus and other forms of malicious attack. Identify vulnerabilities and perform fix procedures
- Recognizes system/IT/Datacenter deficiencies and suggest/recommend effective solutions and work with senior team to drive initiatives to logical closures.
- Be a significant contributor to development of processes, practices and methodologies based on industry best practices and via systematic end to end approach (PDCA – Plan, design, check and Act)
- Ensures timely and responsive support to hardware, system and application problems.
- Provides supervision, leadership, direction, and guidance to third party support personnel.
- Responsible for administration and operation of assigned server resources including but not limited to web server or site, mail system, collaboration tools and databases.
- Specify and develop policy and procedures to install and maintain servers; review, evaluate and recommend hardware, software, and operating systems to achieve a smooth operation.
- Specify, develop, implement and support cross Dept.'s administrative and web based applications as needed.
- Ensures that ISO27001 certification criteria are met on regular basis.
- Responsible for ensuring management reporting and do a thorough analysis/review of the data to meet organizational goals and commitments
- Recently completed consolidation of two Active Directory Forests

- Implemented a fresh Active Directory Windows® 2008 R2
- Implemented Exchange 2010 and migrated all mailboxes from Exchange 2K7
- Implemented Lync 2010 with IM, Audio/Video, Web conference, mobility services, remote connectivity and federation services
- Implemented BES5.0.3 with latest service pack MR6
- Asset Inventory, Patch Management, Remote Desktop Support, compliance management with Microsoft® SCCM.

**Organization:** TechBooks International

Nov'2006 to June'2010

**Designation:** Sr. System Administrator

**Responsibility include:**

- Provided varied services to many small business Clients.
- SharePoint® WSS3.0 Administration
- Installation and configuration & Management of Active Directory including group policies & permissions.
- Installation, Configuration and Disaster Recovery of MS-EXCHANGE 2003 in clustered Enterprise Environment.
- Installed and Configured BlackBerry® Enterprise Server 4.0 and also upgrade the same from Exchange 2000/2003 to BES 5.0 on Exchange 2007.
- Successfully completed Active Directory Consolidation project to merge US and INDIA (Trivandrum, Pune and Dehradun) Forests.
- Installed and Configured CA Arc Serve Backup and CA XOssoft Replication for Data Backup, Disaster Recovery and Data Replication.
- Centralized Antivirus Administration on Multiple Networks.
- Installation and configuration of Microsoft® SQL Cluster.
- Installed and Configured PCAnywhere 10.0 & 11.5 for remote users.
- Installation & Maintenance of application Software, Security, Storage, Capacity Planning, Client and Server Software configuration.
- Responsible for the day-to-day system administration & problems in Window 2000//2003/XP.
- Installation, Administration & Internet Bandwidth Management using ISA 2004 & ISA 2006.

**Organization:** Orient Craft

Sep'2006 to Nov'2006

**Responsibilities include:**

- Daily analysis of bandwidth usage of the LAN network.
- Responsible for the day-to-day system administration & problems in Windows® 2003.
- User Management, Group policy setup & routine system Administration through Windows® 2003 Active Directory.
- Managing resources and assigning rights to them.
- Install and upgrade virus protection software on PC's.
- Analyze and resolve operating system problems for Windows® 98/XP and 2000 server.
- Troubleshooting of all hardware, software & networking related problem.

**Organization:** Groz Tools

Oct'2004 to Mar'2006

**Designation:** Technical Support Engineer**Responsibilities include:**

- Responsible for the day-to-day system administration & problems in Windows® 2003 servers.
- User Management, Group policy setup & routine system Administration through Windows® NT Domain.
- Managing resources and assigning rights to them.
- Install and upgrade virus protection software on PC's.
- Analyze and resolve operating system problems for Windows® 98/XP and 2000 server.
- Troubleshooting of all hardware, software & networking related problem.

**Total Work Experience: 10+ Years**





- Recruitment
- Procurement and Tendering
- Planning & Forecasting
- Team Management & Development
- Client Relationship Management
- SLA Management
- New Set ups
- Implementation of Best Practices
- Compliance

### **Others**

- Conducting project planning, scoping, and estimation, tracking and undertaking case / system / process study.
- Implementing project plans within preset budgets and deadlines and negotiating SLAs for projects.
- Defining best practices for project support and documentation through team mentoring, deployment, monitoring and development.
- Providing consultancy services and direction for the development of organizational processes, framework and methodology for clients.
- Suggesting appropriate as well as technology-based solutions for enhancing functional efficiency of the organization and achieving business excellence.
- Interacting and building relationships with clients; engaging with clients for addressing challenging issues (including strategic performance, operational transformation as well as people and organizational change).
- Achieving customer satisfaction by ensuring service quality norms and build the brand image by exceeding customer expectations.
- Leading & mentoring cross-functional teams to perform following critical functions of new product introduction & ensure efficiency in business operations, meeting of individual & group targets.

### **Major Projects Executed**

Project: Remote Management Services (RMS) - Transition Projects

Clientele: Metro-Logics – USA, Harpo – USA, RISO – USA, Constellation Pharma – USA, Ojai Valley Inn and Spa – USA, LSBS – USA, Cetera – USA, Omnitrans – USA, Telcordia – USA, Computer Gate – Australia, Core3 – Australia, FCB ULKA – India, Ratnakar Bank – India, Bajaj Electricals – India, JBCPL – India and Intergold – India.

Project: Asset Verification / Material Cataloguing / Service Master / Data Cleansing

Clientele: KJO – Khafji Joint Operations – K.S.A.

Project: Implementation of Enterprise Asset Management (EAM) - DataStream

Clientele: Deemah Factory - K.S.A., NGHA – National Guard Health Affairs – K.S.A., Hafil Transport Co. – K.S.A.

- Project: Implementation of Enterprise Resource Planning (ERP) – Microsoft Great Plains  
 Clientele: Al Nafea Group – K.S.A., Hafil Transport Co. – K.S.A. and Saudi Brothers Commercial Company – K.S.A.
- Project: Implementation of Networking Infrastructure & Systems – Networking  
 Clientele: Gulf Garments – Bahrain, Central Statistics Organization – Bahrain, Batelco - Bahrain Telecommunication Company – Bahrain, Saudi Brothers Commercial Company – K.S.A., Military Hospital - K.S.A. and Al Nafea Group – K.S.A.
- Project: Implementation of Card Solutions for Amusement Parks and Retails Solutions  
 Clientele: Alkohair Group, Mocha Café, Tao Lunch Restaurant and Halwani Group.
- Project: Remote Managed Services – RMS  
 Clientele: Orange County Container Group (OCCG) – USA, Cetera Group – USA, Lone Stars Business Services (LSBS) – USA, MetroLogics – USA, Computer Gate – Australia and Airtel – India.
- Project: Managed Services  
 Clientele: Alhokair Group and Dammad (National Medicals Co.).

**Significant Accomplishments**

- Managed Successfully 60 Plus projects totaling 750 millions of dollars.
- Advised stakeholders on project selection.
- Always delivered the project on time, on budget, and on scope.
- Reduced projects costs by outsourcing non-key tasks.
- Awarded "Best Performing Manager of the year 2005" by Digicom.
- Delivered LAN / WAN project on time and within Budget and received appreciation from client (Military Hospital - K.S.A in 2002).
- Set up and organized PMO. Department at Digicom in 2005 and working closely with the PMO team to ensure the processes are defined correctly and that the PMO was fully operational.
- Developed I.T. strategic plan for WAN Connectivity 25 Airports to GACA Head Quarters for running their EAM application. Ensuring on-time and under-budget implementation in 2009.
- Managed vendor-selection process for Al Nafea Group – K.S.A to a tune of \$ 20 Million which included outsourcing contract and implementation of POS software selection, bringing the project in on time, under budget, and within operational constraints in 2008.
- Designed and executed plan to comply with Y2K issues for the I.T., and facilities management areas within Batelco and directed the successful implementation of the \$45 million project budget across 25 business areas in 1999.

**Trainings & Certifications**

- Project Management Professional (PMP) Certified.
- ITIL V3 Foundation Certified.
- Trained on Fujitsu Retail Solution.

- Nordx Certified Engineer.
- 3COM (Certified Network Associate).
- Certified on Enterprise Asset Management (EAM)
- Trained on Microsoft Great Plains.
- Trained on Citrix Metaframe XP.
- MCSE (Microsoft Certified Systems Engineer).
- CCNA (Cisco Certified Network Associate).
- CNE (Certified Netware Engineer).

### **IT Purview**

- ITIL V3 Foundation Certified.
- Cisco / 3COM / SonicWall / Linksys
- Microsoft Server/Exchange/ISA
- Microsoft Project
- Structured Cabling
- Microsoft Office
- Infor EAM
- Microsoft SQL
- HP / Unisys / Dell /Acer
- Dynamics Great Plains
- Fujitsu – High-end servers
- Microsoft/Visio
- Datacenter Setup

### **Other Courses**

- ITIL V3 Foundation Course Conducted by Exin in 2012.
- Project Management Course conducted by PMI in 2010.
- Avaya Voice Course in IP Office Implementation in 2008.
- Datastream 7i Sales and Technical consultant training for EAM in 2006.
- Citrix Metaframe Administration course in 2003.
- Nordx/CDT structured cabling course for IBDN Design, Engineering & Installation in 2003.
- Advanced Cisco Router Configuration course in 1998.
- Introduction to Cisco Router Configuration course in 1996.

## D. References

### Response:

Please refer to our higher education clients with similar scope of services:

### Information Technology Support Services References:

Raritan Valley Community College (RVCC)	
Location	Branchburg, NJ
Type of Services Provided	24x7x365 IT Helpdesk support and Infrastructure Managed Services
Year of Services	July 2012 to Current
Contact	Chuck Chulvick Chief Information Officer <a href="mailto:cchulvic@raritanval.edu">cchulvic@raritanval.edu</a> Ph: (908) 526-1200; Ext – 8409
Sofia College	
Location	Palo Alto, CA
Type of Services Provided	IT Support Services
Year of Services	March 2013 to Current
Contact	Dr. Liz Li (Lee) President <a href="mailto:Liz.Li@Sofia.edu">Liz.Li@Sofia.edu</a> Ph: (650) 493-4430
Gwynedd Mercy University	
Location	Gwynedd Valley, PA
Type of Services Provided	IT Managed Services
Year of Services	February 2009 to Current
Contact	Karl Horvath Chief Information Officer <a href="mailto:horvath.k@gmercyu.edu">horvath.k@gmercyu.edu</a> Ph: (215) 646-7300; Ext – 452

<b>Mount Wachusett Community College</b>	
Location	Gardner, MA
Type of Services Provided	IT Managed Services, IT Helpdesk Support and Mobile App
Year of Services	December 2009 to Current
Contact	Susan McHugh Chief Information Officer <a href="mailto:smchugh@mwcc.mass.edu">smchugh@mwcc.mass.edu</a> Ph: (978) 630-9174
<b>Nevada State College</b>	
Location	Henderson, NV
Type of Services Provided	IT Managed Services and IT Helpdesk support
Year of Services	June 2012 to Current
Contact	Brian Chongtai Director of Information & Technology Services <a href="mailto:Brian.Chongtai@nsc.edu">Brian.Chongtai@nsc.edu</a> Ph: (702) 992-2410
<b>Carlow University</b>	
Location	Pittsburgh, PA
Type of Services Provided	IT Monitoring & Managed Services and IT Helpdesk support
Year of Services	May 2014 to Current
Contact	Nate Kaushansky Director IT Infrastructure <a href="mailto:nzkaushansky@carlow.edu">nzkaushansky@carlow.edu</a> Ph: (412) 478-4712

**E. Cost**

**Response:** OculusIT would like to propose the following cost:

Description	Proposed Cost
Information Technology Support Services**	<b>\$42,750.00</b>

\*\*Please Note:

- Number of devices under monitoring should not exceed 70.
- Remote Support
  - Network resource will work maximum of upto 10 hours/month
  - Wintel resource will work maximum of upto 10 hours/month
- On-site support
  - Weekly visit for 2 hours not to exceed 8 hours/month

Additional Rates	
Monitoring	\$20.00 per device/month
Network Resource (remote)	\$50.00 per hour
Wintel Resource (remote)	\$50.00 per hour
On-site Support	\$175.00 per hour

## F. Draft Agreement

**Response:** Below is the standard draft agreement.

## MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (“Agreement”) is entered into by and between **CAMPUS CONSORTIUM**, an Ohio corporation having a principal place of business at 1111 Superior Avenue, Suite 310, Cleveland, OH 44114 (hereinafter “Campus”) and **MARINA COAST WATER DISTRICT** located at 11 Reservation Rd, Marina, CA 93933, (hereinafter referred to as “Member”), to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”).

### 1. GENERAL

- 1.1. Campus provides Services, including: grants for IT projects and initiatives; iSeminars and conferences led by peers on technology trends and lessons learned.
- 1.2. Through its technology partners (hereinafter Providers), Campus provides cost-effective IT solutions and services (hereinafter Services) on areas including: cloud hosting, enterprise portal, web content management, single sign-on, identity management, web and mobile apps and service desk.
- 1.3. Services contracted with Member shall be specified in this Agreement or an applicable SOW.
- 1.4. **Binding Agreement.** In exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable legal consideration, the receipt and sufficiency of which are hereby acknowledged, Campus and Member hereby agree to be bound by this Agreement and the terms and conditions set forth herein.

### 2. DEFINITIONS

- 2.1. **“BLACKBELTHELP” (“BBH”)**, as utilized under the terms of this Agreement, is a provider of help desk products and Services including: BBH Chatter, BBH Lexicon; BBH SF1, BlackBeltHelper, BBH Mobile App, and BBH Single Sign-on Solution.
- 2.2. **“KRYPTOS MOBILE”**, as utilized under the terms of this Agreement, provides Kryptos iMADE, which is a cloud-based, self-service mobile app development platform for creating and managing cross-platform mobile and web apps.
- 2.3. **“LOOKINGGLASS”**, as utilized under the terms of this Agreement, is an integrated, Software-as-a-Service enterprise Portal, Web Content Management, and CRM system which include LookingGlass Customer Relationship Management System, LookingGlass Web Content Management System, LookingGlass Customer Portal, LookingGlass Employee Portal, LookingGlass Alumni Portal, LookingGlass Apps, LookingGlass Single Sign-On, LookingGlass Password Manager,, and LookingGlass Message Center...
- 2.4. **“GI OCULUSIT”**, as utilized under the terms of this Agreement, is a provider of IT hosting, monitoring, managed and consulting Services.

- 2.5. **“QUICKLAUNCH SSO”**, as utilized under the terms of this Agreement, is a single sign-on solution with an increased number of online services and has a comprehensive security and SSO platform integrating with frequently used systems.
- 2.6. **“PROVIDER”** shall mean Campus Consortium, BlackBeltHelp, Kryptos Mobile, LookingGlass, GI OculusIT, and QuickLaunch SSO.
- 2.7. **“ASSETS”** shall refer to all Provider Assets, Joint Assets, Member Assets and Re-licensed Assets.
- 2.8. **“PROVIDER ASSET”** shall mean all Content: (i) provided by Provider to Member; (ii) which is derived from, derivative of, or based in whole or in part upon any Content provided by Provider and (iii) developed during the Term which does not incorporate Member Asset.
- 2.9. **“CONTENT”** shall refer to all material developed, purchased, or otherwise made available; all computer software (including source code and object code versions); white papers; studies; wire and UML diagrams; project plans; video, music, screenplays, plots, story boards, scripts, and related documents; and Enhancements of the foregoing which relate to the Services.
- 2.10. **“END USER”** shall mean any individuals, authorized by Member to access and use the Provider Asset and to receive any of the Services.
- 2.11. **“ENHANCEMENTS”** shall mean modifications, adaptations and derivative works.
- 2.12. **“HOSTING SERVICES”** means the provision of services and data storage space and application level access offered by Provider to locate, store, manage, and maintain the Provider Asset or Member Application on servers operated and maintained by Provider for use and access by Member and End Users affiliated with or subscribed through Member.
- 2.13. **“JOINT ASSET”** shall refer to all Content which is jointly created by the parties and which does not include Provider Asset or Member Asset.
- 2.14. **“MEMBER”** shall have the meaning ascribed above and, in addition, shall refer to any wholly-owned subsidiaries and subdivisions of Member.
- 2.15. **“MEMBER DATA”** shall refer to Member’s End User information and/or data that resides in a Provider database that does not include a Provider Asset.



- 2.16. **“MEMBER ASSET”** shall mean any Content developed solely by Member or by Member in collaboration with any third party which does not incorporate Provider Asset that Member contributes to Provider pursuant to Sections 3.1.2 and Attachment A, Section I.
- 2.17. **“MEMBER APPLICATION”** shall mean the licensed copies of the software application Member desires to have Provider perform Services upon in accordance with the applicable SOW.
- 2.18. **“RE-LICENSED ASSET”** shall mean any Content which is owned by third parties and licensed to Provider and re-licensed by Provider to Member, or which is owned by third parties and licensed directly by said third parties to Member pursuant to a separate license agreement.
- 2.19. **“THIRD-PARTY SOFTWARE”** shall mean any and all Content obtained by Member from any other entity other than Provider in which Member uses, implements, or otherwise applies to the services provided by Provider.
- 2.20. **“SERVICES”** shall refer to the Services to be provided by Provider as set forth in the applicable SOW.
- 2.21. **“SERVICE LEVEL AGREEMENT”** shall refer to the level of service offered by Provider to Member for a particular service or product and sets forth the priorities, responsibilities, guarantees, and warranties of Provider.

Any and all Service Level Agreements for access, storage, support, back-up, maintenance, upgrades, uptime, and/or bandwidth must be contained in the applicable SOW.

- 2.22. **“STATEMENT OF WORK”** or **“SOW”** means a Services agreement between Member and Provider on a separate document which must be signed by authorized representatives of both parties to this Agreement pursuant to which Provider agrees to perform specified Services, certain Assets, and licenses to Member. Each SOW shall state separately the Term for that particular SOW as each SOW Term may be different than this Agreement or another SOW. For naming convention purposes, each SOW shall be named Schedule 0001, Schedule 0002, etc. Each and every SOW, as and when executed, shall be fully incorporated into this Agreement as an attachment hereto.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. **License, Title and Ownership of Assets.** Except with respect to the access granted herein, Member agrees that all right, title and interest, including all rights under patent, trademark and copyright law, in and to any and all Provider Assets, shall be owned by Provider. Provider grants to Member a limited, revocable, non-reproducible, and non-redistributable license to access, modify, and use the Provider Assets and Services provided that it is in

compliance with all other provisions, duties, and covenants contained in this Agreement. Member hereby agrees that it shall be bound by all license restrictions as set forth in this Agreement and in the terms and conditions links of any Provider application software.

- 3.1.1. Except with respect to the license granted herein, Provider agrees that all right, title and interest, including all rights under patent, trademark and copyright law, in and to any and all Member Assets, shall be owned by Member provided, however, that Member: (i) hereby grants to Provider a perpetual, irrevocable, and unlimited license to access, use, and modify, distribute and sublicense any Member Asset created by Member; (ii) represents to Provider that it has the right to grant the license to the Member Asset set forth herein; and (iii) shall ensure that with respect to any Member Asset created through collaboration with a third party that such third party grants Member the right to grant the license in the Member Asset to Provider.

- 3.1.2. All right, title and interest, including all rights under patent, trademark and copyright law, in and to any and all Joint Assets shall be owned jointly by Provider and Member. Either Provider or Member shall have the right to use the Joint Asset for any purpose, including without limitation, to create Enhancements, grant sublicenses, distribute and otherwise exploit same, provided it does not interfere with Parties’ rights under this Agreement. Each Party shall maintain copyright notices on the Joint Asset indicating the joint authorship.

- 3.1.3. Member may not sublicense or resell any of Provider Services without the prior written approval of Provider.

### 4. MEMBER RESPONSIBILITIES

- 4.1. **Member Responsible for Equipment.** Unless otherwise specified in the applicable SOW: (i) Member shall be responsible at its sole expense for purchasing and supplying all computer equipment and hardware, system software and peripheral equipment, as well as any maintenance, repair and upgrades to the foregoing, necessary to access and operate any Assets made available to or required by Member. To the extent that Provider is supplying any hardware to Member in connection with the Services, Provider shall retain title of such hardware (unless otherwise specified in the applicable SOW). To the extent that Provider is providing Hosting Services for any hardware to Member in connection with the Services, Provider shall retain title of such hardware (unless otherwise specified in the applicable SOW) and upon termination of this Agreement, the title of such hardware shall remain with Provider.

- 4.2. **Protection of Data and Software.** Unless otherwise specified in the SOW, Member has the sole responsibility for the preparation, entry, use, maintenance and protection of any data and Content it uses in connection with all Assets. Provider shall have no duty or obligation to monitor Member's Content or any other Content provided or distributed by others. PROVIDER SHALL HAVE NO RESPONSIBILITY FOR THE PROTECTION OF, OR FOR THE LOSS, OF ANY DATA OR OTHER CONTENT OWNED BY MEMBER OR THE MEMBER ASSET.
- 4.3. **Right to Access.** Member must procure the appropriate authorizations and rights from any and all third-parties to allow Provider to access Member's Applications and perform the Services as set forth in the applicable SOW. By executing this Agreement, Member hereby warrants and covenants that it has the affirmative right from all third-parties to allow Provider to access Member's Applications and perform the Services as set forth in the applicable SOW.
- 4.4. Member shall be responsible for providing, free of charge, to Provider the information and materials necessary for the implementation of Services in such format as designated by Provider from time to time including, without limitation, such information as is provided in each applicable SOW.
- 4.5. Member, at its own expense, shall provide such assistance as may be necessary to allow Provider to perform its obligations hereunder, including providing Provider with timely access to Member personnel (executive and staff), utilities and information reasonably necessary to the performance of the Provider Services. The Member shall be responsible for the accuracy, reliability and completeness of all information and data that the Member supplies to Provider for use hereunder.
- 4.6. Unless otherwise stated in the applicable SOW, Provider shall provide administrative access, as approved by Provider, to the Services seven (7) days per week, twenty-four (24) hours per day, provided that such access shall be limited solely to the individuals identified and authorized by Member, or such other individuals as Member may designate in writing to be added from time to time ("Member Representatives").
- 4.7. Provider reserves the right, upon prior written notice to Member, to access Member's Provider Services to audit such things as performance, usage, infrastructure, etc. The date and time of the audit shall be determined mutually and in writing between Provider and Member. The audit will not affect the availability of Member's LookingGlass instance. Provider, while performing any such audit, shall not have access to personally identifiable End User information.
5. **PROPRIETARY RIGHTS AND CONFIDENTIALITY**
- 5.1. **Alteration of Proprietary Legends.** Member shall include and shall not alter or remove the copyright and any other proprietary notices or legends on all copies (in whatever form) of the Provider Asset, Joint Asset or Re-Licensed Content. Neither party shall remove the copyright or other proprietary notices from the Joint Content.
- 5.2. **Non-Disclosure of Member's Confidential Information.** Provider shall instruct its agents, employees and consultants to treat Member's non-public professional or business information, including data or information related to Member's business, as confidential and not disclose such data or information to other parties except as is reasonably necessary in connection with furnishing the Provider Asset and Re-Licensed Asset to Member.
- 5.3. **Use of Provider Trademarks.** Provider hereby grants Member a non-exclusive right and license to use Provider's trademarks, service marks, copyrights, or logos ("Provider Marks") solely in connection with promotional materials related to Provider. Member shall submit each new form of such use of Provider Marks to Provider for approval prior to Member's first use of such new form, and Member shall promptly make any changes in such use on an ongoing basis as requested by Provider. Member acknowledges Provider's claim that Provider owns all right, title, and interest in or to the Provider Marks and that Member may not display or distribute any Provider Marks in any way, except as provided herein or with the prior written permission of Provider. Member shall not knowingly take any action that could be detrimental to the goodwill associated with the Provider Marks or Provider.
- 5.4. **Marketing.** Throughout the Term of this Agreement, and subject to all applicable laws and Member policies, Member may promote Provider to its End Users in a manner consistent with its promotion of other services. In addition, Provider may collect data, undertake marketing tests and surveys, rating polls, and other research regarding the products and services offered by Provider and Provider products and services as promoted by Member. The terms and conditions, privacy policies, and end user license agreement for Provider software applications can be found at [www.campusconsortium.com/marketing](http://www.campusconsortium.com/marketing)
- 5.5. Member grants Provider a non-exclusive right and license to use the Member name and trademark ("Member Marks") solely in connection with promotional materials related Member provided all such uses of Member Marks shall conform to the guidelines for use of Member trademarks. Provider acknowledges that Member owns all right, title, and interest in or to the Member Marks and that Provider may not display or distribute Member Marks in any way, except as provided herein or with the prior written permission of Member. Provider shall not knowingly take any action that could be detrimental to the goodwill associated with the Member Marks or with Member.

- 5.6. **Survival.** Sections 1, 2, 3, 5, 7, 8 and 11 shall survive any termination or expiration of this Agreement. In addition, any payment obligations which exist as of the termination or expiration of this Agreement shall remain in effect, unless termination is for breach by Provider.
6. **PROVIDER SERVICES AND FEES**
- 6.1. **Services.** Provider shall provide Services to Member in accordance with the applicable SOW. Member may request changes to any SOW by notifying Provider in writing and specifying the nature of the changes (an “Addendum”). Upon agreement by Provider and Member of the terms of the modification, the parties will execute an Addendum. Authorized signatories from Provider and Member will be required to execute the Addendum in order for Services to continue and/or commence.
- 6.2. **Fees.** Provider shall be paid the Fees set forth in each SOW for the Services, Assets and licenses as specified in the SOW. The Fees as it relates to the licenses set forth in the applicable SOW are relative to Provider Assets and are not attributable in any way, shape, or form to third party licenses granted in this Agreement that are passed on to Member and Member’s End Users. For information on the type of license that governs any application, content, feature, or code within any Provider application, if applicable, please refer to the terms and conditions link in the Provider application.
- 6.2.1. Unless otherwise set forth in the Fees section of each applicable SOW, Member shall pay all Fees in U.S. Dollars (USD) within thirty (30) days of receipt of invoice from Provider.
- 6.2.2. After the initial year, Fees for each SOW shall be subject to a compounded annual percent increase not to exceed the U.S. Consumer Price Index (CPI) or 7%, whichever is higher. Fees are non-refundable. In the event of any dispute concerning the amount due on any invoice, Member shall pay such amount as is not disputed pending the resolution of the disputed amount.
- 6.2.3. **Fees Payable.** All checks are to be made to Campus Consortium and sent to 1111 Superior Avenue, Suite 310, Cleveland, OH 44114.
- 6.2.4. **Terms for Recurring Annual Fees.** All recurring annual Fee payments are due within thirty (30) days of the anniversary of the Effective Date of each applicable SOW.
- 6.3. **Member Responsible for Costs.** Unless otherwise specified in the applicable SOW, in addition to the Fees, Member shall be responsible for all freight, handling and insurance charges; and all applicable sales, property and use taxes. Any applicable taxes and charges will be computed and added to the invoicing for the charges due to Provider, and are due and payable in accordance with Section 6.2 herein and the specific terms of the applicable SOW.
- 6.4. **Late Payment Charge.** If Member fails to pay any amount due hereunder, Provider may at its sole option, without incurring any obligation or liability to Member or any third party: (a) refuse to continue to provide Services and terminate access to the Provider Asset and Re-Licensed Content; (b) furnish Services, Provider Asset and Re-Licensed Content on a “COD” basis; or (c) terminate this Agreement upon written notice to Member. Provider shall be under no obligation to furnish any Services or provide access to the Provider Asset or Re-Licensed Content during any period of time within which Member does not perform any of its other obligations hereunder. In the event of non-payment, Member agrees to pay Provider’s costs and expenses of collection, including all litigation costs, court costs and reasonable attorneys’ fees. In addition, Member shall be liable to pay Provider late payment charges at the rate of one and one-half percent (1 ½ %) per month, or the maximum permitted by law, whichever is less, on the outstanding amount due. The remedies set forth in this paragraph are not exclusive and are cumulative, and shall not preclude Provider from pursuing any other remedy available whether at law or in equity.
- 6.5. **Modification to Provider Asset(s).** At Provider’s sole discretion, Provider may at any time modify Provider Assets without notification to Member provided that the modification improves the Provider Asset(s).
7. **INDEMNITY AND LIMITATION OF LIABILITY**
- 7.1. **INDEMNIFICATION OF PROVIDER.** Member shall indemnify, defend and hold Provider, its advisory committees, officers, employees, agents, affiliates, subsidiaries, successors and assigns harmless from and against any and all claims, demand, actions, proceedings, judgments, settlements, liabilities, and costs, including reasonable attorneys’ fees, and including claims of third parties, arising from or in connection with any claims that any Member Asset infringes the rights of any third parties. Additionally, Member shall also indemnify Provider, to the extent stated herein above, from any claims, demand, actions, proceedings, judgments, settlements, liabilities, and costs, including reasonable attorneys’ fees for or in connection with the Services Provider provides related to the Member Applications.
- 7.2. **THIRD-PARTY SOFTWARE & RE-LICENSED ASSET LIMITATION OF LIABILITY.** Provider shall not be liable to Member for any damage, defects, usage interruptions, vulnerabilities, and/or compliance issues with respect to any third-party software and/or re-licensed assets Member uses in conjunction with Provider’s Services. This limitation does not and will not foreclose Member from following the protocol set forth herein in requesting Provider from assisting in diagnosing and/or fixing third-party software and/or re-licensed asset problems at the rate set forth in this agreement or any Attachment hereto.

- 7.3. **INDEMNIFICATION OF MEMBER.** Provider shall indemnify Member, its board of trustees, officers, employees, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with any claims based upon alleged libel, slander, defamation, invasion of the right of privacy, violations of the right of publicity, or violation or infringement of copyright arising out of the content of the Services or the Provider Asset, except for any such claims that are based on violations in connection with Re-Licensed Asset which Provider does not own or control, provided that: (a) Member promptly notifies Provider in writing of any such claims, damages, liabilities, costs, or expenses; (b) Provider shall have sole control of the settlement and defense of any action to which this indemnity relates; (c) Member cooperates in every reasonable way to facilitate such defense; and (d) if Member becomes aware of any suspected infringement by a third party of any proprietary rights of Provider, Member shall promptly notify Provider of such activities.
- 7.4. **LIABILITY TO THIRD PARTIES BY PROVIDER.** IN NO EVENT WHATSOEVER SHALL PROVIDER BE LIABLE TO MEMBER OR TO THIRD PARTIES FOR ANY DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE USE OF THE SERVICES OR THE PROVIDER ASSET OR FOR ANY LOST REVENUES, LOST PROFITS, LOST SAVING OR OTHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. IN NO EVENT SHALL THE LIABILITY OF PROVIDER EXCEED THE TOTAL AMOUNT PAID BY MEMBER HEREUNDER. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.
8. **LIMITED WARRANTY AND EXCLUSIVE REMEDY**
- 8.1. **Limited Warranty.** Provider warrants that it shall perform all services in a professional and workmanlike manner. Provider further warrants that the Provider Asset shall substantially conform to the specifications set forth in each SOW.
- 8.2. **Exclusive Remedy.** Member's sole remedy for defects in the Provider Asset(s) shall be the repair or replacement of the Provider Asset(s), at the election of Provider. Member shall have no other remedies against Provider except for repair or replacement of the Provider Asset, as set forth herein.
- 8.3. Provider warrants that it will perform Services in a professional manner consistent with the standards for its industry.
- 8.4. Each Party warrants, represents, and covenants to the other Party that it: (i) has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; and (ii) shall not knowingly use the rights granted to it hereunder for any unlawful purpose. To the best of each Party's knowledge, the enforcement and enjoyment by either Party of its rights and benefits hereunder do not and will not violate, and are not and will not be subject to restraint or curtailment under, the terms of any contract or agreement by which the other Party is bound.
- 8.5. The Parties agree to notify each other in writing immediately in the event any of the warranties and representations contained in herein are no longer true.
- 8.6. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASSET PROVIDED OR MADE AVAILABLE TO MEMBER, OR WITH RESPECT TO ANY STANDARD ENDORSED BY PROVIDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY SERVICE OR ASSET DOES NOT INFRINGE THE PROPRIETARY RIGHTS OF THIRD PARTIES, INCLUDING PATENTS, COPYRIGHTS AND TRADE SECRETS. MEMBER AGREES THAT ALL ASSETS AND SERVICES SHALL BE ACCEPTED BY MEMBER "AS IS".
9. **TERM AND TERMINATION**
- 9.1.1. **Initial Term.** This Agreement shall continue for an initial term of five (5) years beginning on the Effective Date ("Term"), unless earlier terminated as set forth below. Each SOW shall state separately the Term for that particular SOW as each SOW Term may be different than this Agreement or another SOW.
- 9.1.2. This Agreement shall renew for additional five (5) year terms ("Renewal Term"), unless Member notifies Provider in writing at least ninety (90) days prior to the expiration of the Term or the Renewal Term (if applicable) of its election not to renew. Each SOW shall renew according to the terms stated in the SOW.
- 9.2. **Termination.** This Agreement shall terminate as follows:
- 9.2.1. Upon the election of either party to not renew this Agreement;
- 9.2.2. Provider may terminate this Agreement immediately in the event Member fails to pay any Fees when due;

9.2.3. In the event either party commits a material breach of a term or condition of this Agreement, including but not limited a material breach of the Attachment A, Section III – the Confidentiality Agreement, said party has a commercially reasonable time to cure said breach; in the event that a breach cannot be completely cured within a time period set forth in this section or another section herein, said party is not in breach provided that curing the default begins within the time prescribed under this or any other section; for purposes of this section, beginning to cure a breach includes, but is not limited to, phone calls, responses to the other party that address the issue, contacting a third-party to diagnose or fix an issue, the creation of an internal ticket or order to resolve the breach.

9.2.4. In the event either party becomes insolvent or otherwise becomes unable to pay its debts when due, makes an assignment for the benefit of its credits, or declares bankruptcy;

9.2.5. Provider shall have the right, upon sixty (60) days prior written notice, to dissolve Provider.

#### 10. Rights on Termination.

10.1. In the event that this Agreement is terminated by Member under sections 9.2.1 and 9.2.4, whereby Member becomes insolvent, or by Provider under sections 9.2.1, 9.2.2, 9.2.3, whereby Member commits a material breach, or by Member without due cause, within thirty (30) days of termination of this Agreement: (i) Member shall be responsible for paying applicable Fees for the remainder of the Term; (ii) Provider shall terminate Member's access to the Services and use of the Provider Assets, applicable Re-Licensed Assets and licenses; (iii) Member shall return the Provider Assets and Provider confidential information, and certify in writing its return of same and that it has not retained any copies thereof.

10.2. In the event that this Agreement is terminated by Provider under sections 9.2.4 and 9.2.5; or 9.2.1 by Member upon expiration of the Initial or Renewal Term, Provider shall terminate the Services and Member's access to any applicable Provider Asset and Re-Licensed Asset; and, at Member's written request, shall copy, to a transportable file media storage device, any Member Data that Provider may have in a Provider database as of the time of termination, and provide same to Member within 90 days thereof.

10.3. **Termination Charges.** In the event that Provider provides a discount to any of the Services to be provided to Member pursuant to a SOW, and in the event that Member terminates this Agreement under sections 9.2.1 and 9.2.4, whereby Member becomes insolvent, or by Provider under sections 9.2.1, 9.2.2, 9.2.3, whereby Member commits a material breach, or by Member without due cause, the amount of discount received by Member in Fees credited to Member in the Fees section

of the applicable SOW shall become due and payable within thirty (30) days of the termination event.

#### 11. MISCELLANEOUS

11.1. **Force Majeure.** The parties will not incur liability to each other for failing to perform any obligation under this Agreement if such failure results from a force majeure or any force beyond their reasonable control.

11.2. **Governing Law.** This Agreement shall be deemed accepted by Member in the United States and will be governed by and construed in accordance with the laws of the state of NJ, USA. The prohibition on or unenforceability of any provision in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

11.3. **Compliance with Laws.** Provider represents that it will comply with any and all applicable municipal, state, and federal laws, rules and regulations applicable to the performance its obligations under this Agreement.

11.4. **No Waiver.** The failure to enforce any breach of any covenant or condition of this Agreement by either party shall not constitute a waiver of said covenant or condition and shall not hinder or otherwise prevent the subsequent enforcement of said covenant or condition.

11.5. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, but neither Party shall have the right to assign or otherwise transfer its rights under this Agreement without receiving the express prior written consent of the other Party. Any attempt to assign the rights, duties or obligations under this Agreement by Member without such consent shall be a breach of this Agreement and shall be null and void. Provider may, however, assign this Agreement to an affiliate or in the event of a sale of all or substantially all of its assets, provided all the terms and conditions contained in this Agreement continue in full force and effect.

11.6. **Severable Provisions.** If any of the provisions in this Agreement shall for any reason be declared or held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.7. **Notices.** Notices under this Agreement shall be in writing and shall, for all purposes, be sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the parties at the addresses set forth below, or at such other address for either party as may be specified by such party for purposes of this Agreement:

Campus Consortium  
1111 Superior Avenue

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Campus Consortium (Marina Coast Water District) – Master License and Services Agreement

Suite 310  
Cleveland, Ohio 44114

Member: Marina Coast Water District  
Member Contact Name: \_\_\_\_\_  
Member Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused their authorized representatives to make and sign this Agreement.

Campus Consortium

11.8. **Entire Agreement.** This Agreement, including all attachments hereto constitutes the entire agreement between the parties hereto and supersedes all previous letters, understandings, or verbal agreements which relate to the services to be provided by Provider to Member. No modification of this Agreement shall be binding on the parties hereto unless such modification is in writing and duly signed by each party.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

11.9. **Use of Subcontractors.** Member will not permit any third party to access the Assets under this Agreement without written authorization from Provider. Member's failure to comply with this clause shall be a breach of this Agreement.

Marina Coast Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

11.10. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of two (2) years after its termination, Member shall not solicit for hire or hire as an employee, consultant or otherwise any of Provider's personnel who have performed any Service without Provider's express written consent.

11.11. **Construction/Joint Drafting.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by Parties, and no rule of construction or interpretation will apply against any particular Party based on the contention that the Agreement was drafted by the other Party

11.12. **Incorporation by Reference.** The SOW(s) attached hereto and any iteration(s) and/or additional SOW(s) properly executed as specified herein are hereby incorporated by reference.

11.13. **Personally Identifiable Information.** Neither Party shall be required to provide any personally identifiable information regarding specific users which could violate any privacy or other legal rights of users or third Parties, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

11.14. **ACKNOWLEDGEMENT.** MEMBER ACKNOWLEDGES IT HAS READ THIS AGREEMENT, INCLUDING ALL ATTACHMENTS, AND THAT IT UNDERSTANDS SAME AND AGREES TO BE BOUND THEREBY.

## ATTACHMENT A

### SECTION I: COMMUNITY DEVELOPMENT CENTER (CDC) LICENSE

This CDC License (“License”) is entered into by and between Campus and, MARINA COAST WATER DISTRICT located at 11 Reservation Rd, Marina, CA 93933, United States (hereinafter referred to as "Member"), to be effective as of the \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”).

WHEREAS, Campus and Member have entered into a Master License and Services Agreement (“MLSA”) dated the same date as this License; and,

WHEREAS, the Member wishes to License certain content provided by Provider which is derived from, derivative of, or based in whole or in part upon any proprietary computer software/programming provided by Provider;

Now therefore, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable legal consideration, the receipt and sufficiency of which are hereby acknowledged, by execution of the MLSA, Provider and Member hereby agree to be bound by this Agreement and the terms and conditions set forth herein.

#### 1. Definitions:

**1.1. Definitions.** All capitalized terms not otherwise defined herein shall have the meaning set forth in the MLSA.

#### 2. License and Intellectual Property:

**2.1. Grant of License in Provider Asset.** In consideration of Member’s compliance with the terms and conditions set forth herein, Provider hereby grants to Member, and Member hereby accepts, a non-exclusive license to use the Provider Asset for the Term of the MLSA. Member may create Enhancements to the Provider Asset for its internal use only and in connection with the Services. Member shall be permitted to upload, download, use and exchange Enhancements created by Member or by other Members of the Provider Asset. Member shall also be permitted to share the source code associated with Enhancements, collaborate on the development of Enhancements, and otherwise share ideas regarding the Provider Asset with other Members of the Provider Asset. Member also agrees to upload all Enhancements created by Member to the CDC within thirty (30) days of production release by Member. Member shall not disclose or distribute to any third party any of the Assets except through the CDC.

**2.2. Grant of License in Member Asset.** Member hereby (i) agrees to upload to the CDC all Member Assets created by Member within thirty (30) days of production release by Member of the Member Asset; (ii) grants an irrevocable, perpetual and unlimited license to Provider to access, use, and modify any Member Asset created by Member, subject to the requirement to maintain Member’s copyright notice thereof; and (iii) shall not disclose or distribute to any third party or any Member, except through the CDC, Member Asset.

**2.3. Restricted Use of Provider Asset.** Member shall not (i) transfer, lease, license, sublicense, sell, assign or otherwise dispose of the Provider Asset or any Enhancements; (ii) other than in connection with Member’s use of the Provider asset as permitted by this License for its internal use, adapt, modify, decompile, disassemble, reverse engineer the Provider Asset, or translate or create any derivative works based on the Provider Asset; and (iii) make any copies of the Provider Asset.

#### 3. Termination:

**3.1. Term.** This Agreement shall continue in force and effect for so long as the MLSA is in effect and not terminated. Upon termination of the MLSA, Member’s CDC license granted hereunder shall terminate.

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Campus Consortium (Marina Coast Water District) – Master License and Services Agreement

IN WITNESS WHEREOF, the parties have caused their authorized representatives to make and sign this Agreement.

By: \_\_\_\_\_  
Campus Consortium  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marina Coast Water District  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



**ATTACHMENT A**  
**SECTION II: LICENSE OF RE-LICENSED ASSET**

This License of Re-Licensed Asset (“License”) is entered into by and between **Campus** and, **MARINA COAST WATER DISTRICT** located at 11 Reservation Rd, Marina, CA 93933, United States (hereinafter referred to as "Member"), to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”).

WHEREAS, Campus and Member have entered into a Master License and Services Agreement (“MLSA”) dated the same date as this License; and,

WHEREAS, the Member wishes to License certain content provided by Provider which is derived from, derivative of, or based in whole or in part upon any proprietary computer software/programming provided by Provider;

Now therefore, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable legal consideration, the receipt and sufficiency of which are hereby acknowledged, by execution of the MLSA, Provider and Member hereby agree to be bound by this Agreement and the terms and conditions set forth herein.

**1. Definitions:**

**1.1. Definitions.** All capitalized terms not otherwise defined herein shall have the meaning set forth in the MLSA.

**2. License and Intellectual Property:**

**2.1. Grant of License in Re-Licensed Asset.** In consideration of Member’s compliance with the terms and conditions set forth herein, Member shall be entitled to access and use the Re-Licensed Asset for the term of the MLSA, as set forth in the SOW and subject to any third-party licenses as shall be specified by Provider in the SOW.

**2.2. Restricted Use of Provider Asset.** Member shall not (i) transfer, lease, license, sublicense, sell, assign or otherwise dispose of the Re-Licensed Asset; (ii) adapt, modify, decompile, disassemble, reverse engineer the Re-Licensed Asset, or translate or create any derivative works based on the Re-Licensed Asset; and (iii) make any copies of the Re-Licensed Asset.

**3. Termination:**

**3.1. Term.** This Agreement shall continue in force and effect for so long as the MLSA is in effect and not terminated. Upon termination of the MLSA, this License and all licenses granted hereunder shall terminate.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to make and sign this Agreement.

<p>Campus Consortium</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Effective Date: _____</p>	<p style="text-align: right;">Marina Coast Water District</p> <hr style="border: 0.5px solid black;"/> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Effective Date: _____</p>
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**ATTACHMENT A**  
**SECTION III: CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into by and between **Campus Consortium**, an Ohio corporation having a principal place of business at 1111 Superior Avenue, Suite 310, Cleveland, OH 44114 ("Disclosing Party") and, **MARINA COAST WATER DISTRICT** located at 11 Reservation Rd, Marina, CA 93933, United States (hereinafter referred to as "Recipient"), to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date").

WHEREAS, Recipient has requested information from Disclosing Party in connection with consideration of a possible transaction or relationship between Recipient and Disclosing Party.

WHEREAS, in the course of consideration of the possible transaction or relationship, Disclosing Party may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Disclosing Party and his/its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Disclosing Party to Recipient of certain information.

1. **Definitions.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Disclosing Party. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Disclosing Party whether or not such information is identified as Confidential Information by Disclosing Party. By example and without limitation, Confidential Information includes, but is not limited to, the following: plans, software, clients, marketing plans, network login and passwords, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. For purposes of this Agreement, the term "Recipient" shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. **Exclusions.** Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Disclosing Party; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Disclosing Party; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

3. **Confidentiality.** Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees, to the extent not prohibited by applicable state law, to indemnify Disclosing Party against any and all losses, damages, claims, expenses, attorneys' fees and costs incurred or suffered by Disclosing Party as a result of a breach of this Agreement by Recipient or its Representatives.

4. **Permitted Disclosures.** Subject to applicable disclosure laws including the Public Records Act, Recipient may disclose Disclosing Party's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Disclosing Party and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information. Notwithstanding the foregoing, should Recipient receive a request to disclose Disclosing Party records by virtue of a Public Records request, Recipient agrees to notify Disclosing Party in writing of the request, provide Campus Consortium with a list of documents it has in its possession, allow Disclosing Party a reasonable time to object to the disclosure of any documents and/or procure a Court order directing Recipient not to disclose any of documents that fall within the exemptions of Recipient's applicable Public Records Act.

5. **Required Disclosures.** Recipient may disclose Disclosing Party's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. **Use.** Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Disclosing Party and shall not in any way use the Confidential Information to the detriment of Disclosing Party. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of Disclosing Party's Confidential Information.

7. **Return of Documents.** If Recipient does not proceed with the possible transaction with Disclosing Party, Recipient shall notify Disclosing Party of that decision and shall, at that time or at anytime upon the request of Disclosing Party for any reason, return to Disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Disclosing Party. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

8. Non-solicitation. Recipient hereby agrees to not directly solicit, engage, contract with, bid, or perform any services for any Disclosing Party employee, customer, and/or contractor for a period of Twelve (12) Months after such disclosure.

9. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Disclosing Party to enter into any other agreement with Recipient or prohibit Disclosing Party from providing the same or similar information to other parties and entering into agreements with other parties. Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Disclosing Party and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Disclosing Party and Recipient.

10. Irreparable Harm. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Disclosing Party.

11. Survival. This Agreement shall continue in full force and effect at all times.

Campus Consortium

\_\_\_\_\_  
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\_\_\_\_\_  
Marina Coast Water District  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_  
11 Reservation Road      Agreement No. 2016-  
Marina, CA 93933

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 \_\_\_\_\_

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 \_\_\_\_\_

Other authorized representative(s):

Other authorized representative(s):

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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.

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.

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

Response :            Acknowledged.