



## Board of Harbor Commissioners

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Trisha Ortiz, District Counsel

November 12, 2019

TO: Prospective Proposers

FR: Julie van Hoff, Director of Administrative Services

RE: RFP #2019-10 for IT Service – Addendum

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Two sets of questions follow below:

- 1) Questions posed during the optional pre-bid site visit meeting (#1 - #51); and
- 2) Questions received prior to the November 5, 2019 4:00 p.m. deadline (#52 - #75).

### **QUESTIONS FROM THE OPTIONAL PRE-BID SITE VISIT MEETING**

1. What is the expectation for turnaround time with regard to requests for assistance? Specifically, is 24-hour service required?

**Answer:** Immediate service is usually required, with next day service at the latest, including holiday weekends. The administration staff works approximately 7am – 6pm, and some managers work remotely. There are isolated incidents in which help will be needed for non-standard working hours and remote-working employees. Additionally, the accounts receivable staff needs to connect to the server from Oyster Point Marina (OPM) on a 24/7 basis through an extremely old marina management system called The Marina Program (TMP) and support for that will most likely be needed. For cases in which server access would be needed outside of regular working hours, a staff member could meet you at the Administrative Offices (Admin) where the server is located.

2. Who is the current IT Services company currently being used by the San Mateo County Harbor District (SMCHD or “the District”), and will they be submitting a proposal for the contract also?

**Answer:** The current IT Services company being used is Caspian IT Group (Caspian), and they will be submitting a proposal for the new contract.

3. Why is this contract being advertised?

**Answer:** Since the District is a government agency, specific rules must be followed to procure



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services from private companies, including the need to offer a public bidding process that is transparent and non-discriminatory. The current contract was initially created for 3 years, beginning in January 2016 and ending in January 2019. The General Manager (GM) extended the contract for one additional year. Please see Attachment B of this Addendum for more details.

4. Is the District dissatisfied with the current IT Services company or level of service being provided?

**Answer:** No. Everything proposed by Caspian was accepted by the District, including adding hardware capacity to the server for extra storage space. Challenges faced by Caspian include: The District's coastside location for transportation reasons, the volume of Public Records Act Information Requests (PRAs), and the initial management of the District's transition from a previous IT services company who had listed active servers that Caspian eventually determined did not actually exist.

5. What disaster recovery practices are in place?

**Answer:** Acronis software is being used, with data going off-site to a cloud backup system. Caspian would be willing to transfer that backup to whichever proposer is successful in obtaining the contract.

6. What is the architecture of the current system?

**Answer:** Currently, there is one physical server running multiple applications. As mentioned previously, TMP is very old – it runs on a 32-bit operating system and does not sync to a 64-bit environment. There is a gateway-to-gateway VPN in one network, and all desktops remotely access the server.

7. Where exactly is the District using Windows 2008 and what is the utility of it?

**Answer:** Windows 2008 is being run on the two TMP servers and on the archive server, because that is the only system on which TMP can run. Updates to TMP have been shut off by Caspian to avoid the program crashing while users are logged in, and the updates are then performed during non-operating hours. The archive server is also used to access records that are up to 7 years old (for most) and indefinitely for other records that are permanent. The archive server should ideally be upgraded from 2008 – 2016. Some of the computers being



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used are already on Windows 2012, and most are on Windows 10. However, the primary accounting software (FundBalance through Tyler Technologies) needs to be upgraded since it is also dependent on Windows 2008. Ultimately, moving away from Windows 2008 and upgrading to a fully cloud-based system would be ideal.

8. Is the District anticipating and budgeting for the costs associated with remediation for Microsoft 2008?

**Answer:** Yes. Remediation for Windows 2008 is included in Category 1 of the Scope of Services (Attachment D) as part of the transition to a new Enterprise Resource Planning (ERP) system, after which point the District would ideally no longer need to run Microsoft Windows 2008 in any environment. Any cost associated with upgrading the server and transitioning to a new ERP falls under Category 1 Services.

9. After the proposals are submitted, how long will it take the District to make a decision?

**Answer:** On December 18<sup>th</sup>, staff will bring its recommendation before the Board at which point, the Board will approve or deny the recommendation. If approved, the successful bidder will be expected to begin providing services on January 1<sup>st</sup>, 2020. In March, a review of the projects in all Categories will take place once the successful bidder has had the opportunity to more fully assess the District's needs. This information is also listed in the original RFP.

10. Which ERPs is the District considering and how long will it take to make a decision about which ERP system will be adopted?

**Answer:** The District is currently at the stage of documenting its business process to develop assessment metrics for potential systems. We plan to present these processes to potential software vendors as an RFP sometime in January. The main specifications at this point are that the ERP system being adopted must be cloud-based and be able to effectively merge the following areas of our current operations: marina management, risk management, accounting, payroll, and human resources. Recommendations and change support from the successful IT company will be expected.

11. Considering that certain tools are in process of transition for the District, how much "stickiness" currently exists? (Stickiness being a measure of ease of transition).

**Answer:** The District recognizes that an expense is associated with transitioning to a new



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company and is open to the suggestions and recommendations of the successful bidder regarding the most effective/useful software for backup, monitoring, antivirus, and ticketing. Additionally, Caspian has agreed to assist the District with its transition to the new company's software and infrastructure, should a bidder besides Caspian be selected. In most cases, Caspian would remove its agent within the existing software and then replace it with that of the successful bidder. In the case of the antivirus software (VIPRE), Caspian would remove the monitoring agent, and it will then be the new contractor's responsibility to then install their own tools on the computers and servers. The antivirus software is owned under a 5-year license to the District beginning in February 2017 and ending in February 2022.

12. What software, exactly, is being used?

**Answer:** The District is currently using the following software:

Remote Monitoring and Maintenance (RMM): Datto RMM Ticketing System – Autotask

Antivirus: VIPRE (owned by the District)

Backup: Acronis

Wireless: Open mesh

13. What is the need and culture of the District? For example, would remote management and support be acceptable?

**Answer:** Remote management and support are acceptable, unless something needs to be installed, in which case the company would need to be present on site. For more information, please see answer to question #1.

14. What type of gateway-to-gateway does the District currently use?

**Answer:** It is an Ipsec tunnel.

15. What is the average number of tickets per month?

**Answer:** There are 20 tickets on average per month.

16. Are you working with the County to select an ERP?

**Answer:** As the District is not a County-affiliated entity, it is not working with the County through



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this transition. SMCHD is an independent Special District, governed by five elected officials.

17. Was TMP a custom package?

**Answer:** No. TMP's architecture runs over a site-to-site VPN that connects to the three locations (Admin, PPH, OPM) through a remote desktop connection that runs on Windows 2008 through a 32-bit connection, which is the only infrastructure that will support it. Again, we are looking to upgrade this software within the coming year, especially since there are no plans that we are aware of to update from TMP's side.

18. What network monitoring is in place today?

**Answer:** Datto RMM. The computers are scanned by the antivirus software VIPRE, but there is no network monitoring. Caspian runs network vulnerability scans once per year.

19. Are there backups for documents?

**Answer:** Documents are backed up to the server, as well a disaster recovery cloud backup service (Acronis). Caspian has worked closely with the District to create a culture of using the server to store documents as opposed to saving them on individuals desktops.

20. Are there any current allocated projects other than the ERP?

**Answer:** The following are currently allocated projects:

- Adoption of video conferencing and installation of a monitor in the Admin conference room
- Installation, setup and monitoring of security cameras at the harbors
- Installation and adoption of methods/systems for security of permanent and confidential records

The District is open to recommendations and may discover additional projects of interest independently or in conjunction with the successful IT company.

21. Are engineers that go on site required to have any security clearance?

**Answer:** The District operates a secure facility, which means access is granted only with permission. However, no badging is necessary, and the District does not currently anticipate a



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need for background checks of consultants.

22. Will the newly selected vendor have access to previous documentation?

**Answer:** Yes. Previous documentation will be provided by Caspian IT group and the District as necessary.

23. Are the District's current data retention practices and procedures defined in a specific policy?

**Answer:** The District is currently working to model an official policy after other small organizations. To date, the District has not asked Caspian to destroy any data. The main challenge associated with this practice is the folder structure, and Caspian has been working closely with the District to develop a consistent naming convention and create a culture that supports it. Caspian is also currently assisting the District in fulfilling PRAs by refining search criteria to assist in narrowing the results returned. PRA requests are an out-of-scope project and fall under Category 3 services.

24. Where is the District's email hosted?

**Answer:** Caspian currently uses Intermedia, which has an archiving service.

25. Are most computers operated by the District desktops or laptops?

**Answer:** The current mix is approximately 70% desktop and 30% laptop and tablet.

26. Does the District currently operate any Mac computers?

**Answer:** Yes – one of the Commissioners' computers is a Mac, and the District operates a number of iPads and iPhones.

27. Will the new company have to manage security on the Apple products?

**Answer:** Yes, all security and antivirus activities should be performed by the consultant.

28. How many and what types of firewalls is the District currently using? Is it running high availability on the firewalls?



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**Answer:** There are four FortiGate firewalls between the 3 locations, with a single internet connection for each location.

29. Are there any characteristics of the warehouse about which potential vendors should be aware?

**Answer:** The warehouse consists of the following technological components:

- Two computers
- Two printers
- VOIP
- Firewall
- Internet

30. How would Category 3 services (such as PRAs) be billed?

**Answer:** Category 3 services, or out-of-scope services, will be billed on an hourly basis. This information is also listed in the original RFP.

31. How many locations would the successful company be servicing?

**Answer:** There are four District locations:

- The Administrative Offices (Admin) – El Granada, CA
- Pillar Point Harbor (PPH) – Half Moon Bay, CA
- Oyster Point Marina (OPM) – South San Francisco, CA
- OPM Warehouse – South San Francisco, CA

32. How many and what type are the main printers?

**Answer:** There are two large printers (one at Admin and one at OPM) that are Konica Minolta bizhub C series.

33. How much data is the District backing up?

**Answer:** According to Caspian, the District has approximately 500 G of data in total.





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34. How big are the archiving servers?

**Answer:** The entire server has about 3 T of space, with about 700 G retained in Acronis.

35. How many iPhones and androids are being used by District staff?

**Answer:** The following is the list of devices (other than computers) being used by District staff, and which are managed through Verizon:

Type of Device	Brand
Phone	Apple iPhone 6s
Phone	Apple iPhone 6s
Phone	Apple iPhone 6s
Phone	Apple iPhone 7
Phone	Apple iPhone 7
Phone	Apple iPhone 8
Phone	Apple iPhone 8
Phone	Apple iPhone 8
Phone	Apple iPhoneSE
<b>iPhone Total</b>	<b>9</b>
Tablet	Dell
Tablet	Dell
Tablet	Dell
Tablet	Dell
<b>Dell Tablet Total</b>	<b>4</b>
Phone	Samsung Galaxy Note8
Phone	Samsung Galaxy S7
<b>Android Total</b>	<b>2</b>
HotSpot	Verizon Ellipsis
HotSpot	Verizon Ellipsis
HotSpot	Verizon Ellipsis
<b>Hotspot Total</b>	<b>3</b>
<b>ALL VERIZON DEVICES</b>	<b>18</b>

36. How many computers are being used exactly?





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**Answer:** The following is the list of devices (including computers) being used by District staff, and which are managed through Caspian:

Type of Device	Name	Operating System
Desktop	PCTERM-OPM03	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-OPM1	Microsoft Windows 10 Pro 10.0.17763
Desktop	TEMP-PC	Microsoft Windows 10 Pro 10.0.18362
Desktop	SMCHD_MGM	Microsoft Windows 10 Pro 10.0.17763
Desktop	KATHY-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	LORI-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	CREW-1	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-06	Microsoft Windows 7 Professional 6.1.7601
Desktop	PPH-KATIE	Microsoft Windows 10 Pro 10.0.17763
Desktop	DESKTOP-RAUTVL4	Microsoft Windows 10 Pro 10.0.17763
Desktop	REMOTEWS01	Microsoft Windows 7 Professional 6.1.7601
Desktop	KYCHANOPM	Microsoft Windows 10 Pro 10.0.17763
Desktop	PPHTERM-02	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-07	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-08	Microsoft Windows 10 Pro 10.0.18362
Desktop	SMCHDPPH-CSMITH	Microsoft Windows 10 Pro 10.0.17763
Desktop	CREW-2	Microsoft Windows 10 Pro 10.0.17763
Desktop	RWS03	Microsoft Windows 10 Pro 10.0.17134
Desktop	DEBBIE-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	KINYIP-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
Desktop	PCTERM-OPM02	Microsoft Windows 10 Pro 10.0.18362
Desktop	BETTY-DESKTOP	Microsoft Windows 10 Pro 10.0.17763
<b>Desktop Total</b>	<b>22</b>	
Laptop	OFFICE-LT2	Microsoft Windows 10 Pro 10.0.17134
Laptop	JULLIE-LAPTOP	Microsoft Windows 10 Pro 10.0.17763
Laptop	MS1	Microsoft Windows 10 Pro 10.0.17763
Laptop	OFFICE-LT	Microsoft Windows 10 Pro 10.0.17134
Laptop	PPHTABLET01	Microsoft Windows 10 Pro 10.0.18362
Laptop	DOO-LT	Microsoft Windows 7 Professional 6.1.7601
Laptop	Carys-MacBook-Pro.local	Mac OS X 10.14.3
Laptop	PCTERM12-LT	Microsoft Windows 10 Pro 10.0.17763
Laptop	OPMTABLET01	Microsoft Windows 10 Pro 10.0.18362



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Laptop	OPMTABLET02	Microsoft Windows 10 Pro 10.0.18362
Laptop	SURFACE-01	Microsoft Windows 10 Pro 10.0.18362
Laptop	PPHTABLET02	Microsoft Windows 10 Pro 10.0.18362
Laptop	SMCHD-LAPTOP01	Microsoft Windows 10 Pro 10.0.18362
<b>Laptop Total</b>		<b>13</b>
Server	FS	Microsoft Windows Server 2012 R2 Standard 6.3.9600
Server	TMP-PPH	Microsoft Windows Server 2008 Standard 6.0.6003
Server	TMP-OPM	Microsoft Windows Server 2008 Standard 6.0.6003
Server	AP	Microsoft Windows Server 2012 R2 Standard 6.3.9600
Server	DC	Microsoft Windows Server 2012 R2 Standard 6.3.9600
Server	ARCHIVE	Microsoft Windows Server 2008 R2 Standard 6.1.7601
<b>Server Total</b>		<b>6</b>
SMCHD_ESXI	VMware ESXi 6.5.0 build8294253 6.5.0	ESXi Host Virtual Server
<b>Virtual Server Total</b>		<b>1</b>
<b>ALL DEVICES</b>		<b>42</b>

In summary, there is one physical server with 6 virtual servers. There are 39 workstations, laptops, and tablets.

37. Are you using anything else for antivirus protection?

**Answer:** No.

38. How many full-time employees are at each location?

**Answer:** There are 10 full-time employees (FTEs) and 5 elected officials at the Administrative Offices, 16 FTEs at Pillar Point Harbor, and 11 FTEs at Oyster Point Marina for a total of 37 full-time employees and 5 elected officials. This total includes temporary employees who work 40 hours per week and will need access to computers during most of those working hours.

39. Would the District entertain a fixed fee proposal for Managed IT Services as opposed to



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an hourly model?

**Answer:** Yes. Please see the Attachment A of this Addendum for a sample Cost Proposal Form that allows for a lump sum proposal for Category 1 and Category 2 services, with the option to propose an hourly rate (recommended) for Category 3 services. Proposers should identify any additional core services that would be amended to Categories 1 and 2 as they appear in the original RFP. Staff has attempted to identify all known future projects in Categories 1, 2 and 3. In the event that the District requires work on a project that is out of scope, the District may choose to authorize an addendum to the contract. Any addendum requires Board approval.

40. Are hardware and software purchases handled through the District or the IT provider?

**Answer:** Currently, the District handles its own procurement with Caspian ordering materials as needed. Any materials that are procured on the District's behalf by the IT provider become a pass-through charge and would appear on a special invoice to the District. The GM has \$25,000 of spending authority that can be exercised without board approval.

41. Is the District currently using SharePoint?

**Answer:** The District does not currently use SharePoint but is interested in migrating to cloud-based computing in the near future.

42. Would the management of the District's migration and use SharePoint be included in a potential lump sum agreement?

**Answer:** Yes. Transition to cloud computing is included in Category 1 services. This information is also included in the original RFP.

43. Would on-site support be expected?

**Answer:** Yes, on an as-needed basis such as for installations and configurations. For more information, please see answers to questions #1 and #13.

44. Would the monthly cost of managed IT services or the hourly rate proposed (where applicable) be expected to include the cost of a technician to help complete extra tasks?

**Answer:** Yes. Bidders should include the cost of additional technicians in the cost proposal.



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45. What are some of the long-standing IT issues the District would like to address with a potential change in IT services provider?

**Answer:** At present, the services of Caspian are not in question. The RFP has been opened to the public to ensure the District's transparency and fairness as a government entity soliciting services. As previously stated, some projects have been identified as priorities to introduce within the next year such as web conferencing, transition to a new ERP system, and migration to SharePoint or another comparable cloud-based system. While certain new projects have been identified, they have not all remained at the same level of priority over time.

46. Where are the landlines?

**Answer:** The District landlines are at the harbors (Pillar Point Harbor and Oyster Point Marina).

47. Is the District currently using any cloud-based services on the front end?

**Answer:** The District is currently using the following cloud-based services:

- Adobe
- OneDrive personal (discouraged because of potential conflicts with using server for file backup)
- Office365 through Intermedia

48. What services, exactly, are being hosted through Intermedia?

**Answer:** Intermedia currently hosts the District's email exchange and archiving.

49. Does the District have any expectation for Capex, or the costs associated with onboarding a new consultant? Should the proposers include potential upgrades to the software in the cost proposal?

**Answer:** Yes. The District recognizes that there will be an expense associated with transitioning to a new company as well as for implementing any upgrades that are necessary. While this cost should be included in the proposal somehow, the exact method by which that is accomplished is up to the discretion of each company.

50. Can the District or Caspian provide an estimate of how many hours per month are



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currently being spent to manage the District's IT needs?

**Answer:** The District estimates that between 20 and 40 hours per month are being spent to manage current needs. This time could fluctuate or change based on a potential new company's service model and any new upgrades that are implemented, as well as unforeseen circumstances such as power outage or disaster.

51. How are current Help Tickets being managed by Caspian? For example, is there an outside vendor that is contracted to assist or does the District simply email the company?

**Answer:** Caspian provides the District a ticketing system portal called HelpDesk. Caspian handles all tickets and projects internally and does not employ outside vendors or contractors. Should the successful proposer on this RFP be other than Caspian, that company would need to utilize its own Help Ticket product. Email and phones inquiries are also accepted and will usually generate a new ticket.

### **QUESTIONS RECEIVED PRIOR TO THE NOVEMBER 5, 2019 4:00 P.M. DEADLINE:**

52. What is the average number of tickets and/or requests attended per month?

**Answer:** On average, the District has about 20 tickets per month.

53. How many of the above required on site presence? How many were resolved from a remote location?

**Answer:** All of the tickets/requests in the past month have been resolved remotely. Please see answers to questions #1, #13, and #43.

54. What was the average resolution time per ticket?

**Answer:** The District estimates that the resolution time per ticket was 1 – 24 hours, with most tickets being resolved within 1 – 3 hours.

55. Besides Windows, which are the main applications running on your servers?

**Answer:** The Marina Program, Fund Balance.



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56. What was the uptime for each server during the last 12 months?

**Answer:** Caspian installed a backup battery pack within the past 12 months to avoid server downtime by providing power to the server for up to 4 hours. The District's understanding is that the only server downtime that occurred in the past month was due to the Public Safety Power Shutoffs initiated by PG&E and lasting approximately 24 – 48 hours each on 10/9/19 and 10/25/19. No other server downtime has occurred to the District's knowledge.

57. How many desktops and laptops will need to be maintained, and what are their respective OS versions?

**Answer:** Please see above answer to question #36.

58. How many mobile devices will need to be managed?

**Answer:** Please see above answer to question #35.

59. Do you have any disaster recovery plan in place?

**Answer:** All of our disaster recovery is managed by Caspian. Currently, we are working to install a generator at our Admin offices to power the server in the event of another Public Safety Power Shutoff.

60. What are your current vendor's SLAs?

**Answer:** Please see Attachment B of this Addendum for the District's contract with Caspian.

*Questions #52 – 60 provided by:*  
Sergio Zuniga, VP Consulting Services  
Definity First

61. Do you wish to bring all workstations to a common version of Microsoft Office suite?

**Answer:** Yes, as soon as we replace our Marina Management System. We hope to have a new system in place by the end of next year.



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62. Do you experience any call quality issues with 8x8 services?

**Answer:** No, not as far as we are aware.

63. Is there a need to supply guest Wireless access to each Harbor that reaches to the berths?

**Answer:** The District currently anticipates a need to supply guest Wireless access to each harbor, but it is not necessary for it to reach the berths.

64. How old are the current servers in use listed in the RFP?

**Answer:** The physical server was purchased and installed in March 2016, which means it is roughly 3 years old.

65. Has the District ever experienced any downtime in any of its operating sites? If so, what caused the outage?

**Answer:** The public safety power shutoffs that occurred on 10/9/19 and 10/25/19 each caused an outage lasting approximately 24 – 48 hours. Please see answer to question #56.

66. Are the network switches at each site managed or unmanaged? Are they layer 2 or layer 3?

**Answer:** According to Caspian, the District has some managed switches, however most of the switches are unmanaged.

67. Are there any VLANs configured at any site for VOIP or any other network segmentation?

**Answer:** There are 2 VLANs: one for the internal network and one for the backend management and backup procedures.

68. What are the common end user issues experienced by the HD to date?

**Answer:** The most common end user issues are related to setting up and recovering logins, internet connection troubleshooting, PRAs, phone issues, printer issues, and application





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assistance.

69. Pertaining to the harbors being staffed 24/7, will the HD need round the clock support for the Harbor employees and/or the District Offices?

**Answer:** Please see above answers to questions #1, #13, and #43.

70. What is not working with “Fund Balance – Tyler Technologies” where you now wish to replace with a new ERP system or fund account system online?

**Answer:** Fund Balance is an old system that doesn't support on-line approval processes, and also forces us to use an older version of Windows. Fund Balance is an old government accounting software system that works but is in dire need of replacing. We get IT related support from the vendor (Tyler Technologies) but little else. There have been no new features, updates, or fixes at least in the last 2.5 years. Reporting is extremely limited, and rules for the system are very strict. Because of this, processing time to input information into the system is high. A lot of time is spent putting data into the system, and what is taken out in the form of reports, is very limited and often needs additional customization in Excel. Ideally, we need a more modern ERP which can give us features like automated approval processes, more customization of users/roles, a custom report writer, automated notifications, and the ability to upload large amounts of data via .csv format. A modern ERP would help us increase the standard in our day to day Accounting operations and reporting.

71. Do the 5 commissioners have offices/PCs at the Administrative Offices where they will also need IT support?

**Answer:** The 5 commissioners do have home offices equipped with computers, but they have not in general required assistance at those locations. Primarily, the three business locations of the District will be the service locations: Admin, PPM, OPM, and OPM Warehouse.

72. Are you aware that the incumbent IT company has a suspended LLC registration with the State of California as of the date of this email? Does this concern you?

**Answer:** Please don't concern yourself with other potential respondents.

73. What is the company who publishes the Harbor Management Software now running your active Harbors?



## Board of Harbor Commissioners

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Nancy Reyerling, Vice President  
Nancy Reyerling, Secretary  
Tom Mattusch, Treasurer  
Sabrina Brennan, Commissioner  
Edmundo Larenas, Commissioner

John Moren, Interim General Manager  
Trisha Ortiz, District Counsel

**Answer:** <https://nauticalsoftwaresolution.com/products/the-marina-program>

74. Would the District agree to an Autopayment (assuming fixed fee services were added as an addendum) via credit card or ACH?

**Answer:** The District plans on implementing an Autopayment System for customers. We may entertain ACH or credit card payments to vendors. The actual implementation of automated payments would have to be reviewed and compared to other like autopayment services.

75. How does it work today when an employee calls for support, do they receive a call back in several hours, days, longer? Would it be a preference to talk with someone live and solve issues on the first call?

**Answer:** The current vendor has been very responsive to District needs. We have a combination of calls and 'tickets'.

*Questions #61 – 75 provided by:*  
Richard Young  
Rely on IT



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Sabrina Brennan, Commissioner  
Edmundo Larenas, Commissioner

John Moren, Interim General Manager  
Trisha Ortiz, District Counsel

## **ATTACHMENT A COST PROPOSAL FORM**



**Board of Harbor Commissioners**

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 Nancy Reyerling, Secretary  
 Tom Mattusch, Treasurer  
 Sabrina Brennan, Commissioner  
 Edmundo Larenas, Commissioner

John Moren, Interim General Manager  
 Trisha Ortiz, District Counsel

**COST PROPOSAL FORMS**

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Request for Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

**THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT. ANY PROPOSED REIMBURSABLE COSTS SHALL BE SEPARATELY IDENTIFIED (E.G. OVERNIGHT DELIVERY, UPCHARGE ON 3<sup>rd</sup> PARTY INVOICES).**

Scope of Services Task	Lump Sum Rate	Estimated Hours per Month	Estimated Total per Month
Category 1			
Category 2			
Category 3			
Estimated Reimbursements			

\*Lump Sum Rate should include overhead costs as listed above. Time spent traveling to and from District offices and any travel costs associated with such travel is not reimbursable.

\*\*Estimated Hours should be based on comparable size and complexity of similar entity.

**The Cost Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all**



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Trisha Ortiz, District Counsel

documents submitted with these Cost Proposal Forms.

### DOCUMENTS TO ACCOMPANY COST PROPOSAL:

*Items 7 A-F of the Proposal Content must accompany the Cost Proposal for a Proposal to be deemed responsive.*

### NAME UNDER WHICH BUSINESS IS CONDUCTED

### CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name:

Business Address:

City/State/Zip:

Telephone Number:

Facsimile Number:

Email Address:



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Nancy Reyerling, Secretary  
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Edmundo Larenas, Commissioner

John Moren, Interim General Manager  
Trisha Ortiz, District Counsel

### MANDATORY SIGNATURE(S)

- SOLE OWNER, sign here:** I sign as sole owner of the business named above.

- 
- PARTNERSHIP, one or more partners sign here:** The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so.
-

**CORPORATION OR LLC, sign here\***: The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Entity Name:

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State

*\* If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

---

**IF JOINT VENTURE, officers of each participating firm sign here:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_





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Nancy Reyerling, Secretary  
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Edmundo Larenas, Commissioner

John Moren, Interim General Manager  
Trisha Ortiz, District Counsel

## **ATTACHMENT B**

### **PROFESSIONAL SERVICES AGREEMENT (PSA) WITH CASPIAN IT GROUP**

**PROFESSIONAL SERVICES AGREEMENT**  
**RELATIVE TO**  
**REQUEST FOR PROPOSALS (RFP) NO. 2015-10-IT,**  
**INFORMATION TECHNOLOGY SUPPORT SERVICES**

THIS AGREEMENT is made as of the first day of January, 2016, by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "District") and CASPIAN IT GROUP (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with Request for Proposals (RFP) No. 2015-10-IT, *Information Technology Support Services*, and

WHEREAS, the District has issued an RFP dated October 7, 2015, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated November 3, 2015, a copy of which is attached and incorporated as Exhibit B.

WHEREAS, on December 16, 2015, the District's Board of Harbor Commissioners authorized award of the Agreement to the Consultant.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RENDITION OF SERVICES**

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**2. SCOPE OF SERVICES**

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

**3. TERM**

The Consultant shall commence work upon the District's issuance of a written notice to proceed. Unless the Agreement is terminated sooner pursuant to Section 19, the term of this Agreement is for 3 years. At the District's sole discretion, it may extend the term of this Agreement for up to three additional one-year terms. The District will provide notice of its intention to extend the term at least 60 days before expiration of the base term, or of any option term.

**4. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that David Eblövi shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the

services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

**5. COMPENSATION**

The Consultant agrees to perform all of the tasks described in Exhibits A and B as "Category 1" at the monthly rate of \$2,800 in year one, at the monthly rate of \$2,950 in year two and at the monthly rate of \$3,100 in year three of this agreement. The Consultant agrees to perform all of the tasks described in Exhibits A and B as "Category 2" for the lump sum of \$33,600 in year one, for the lump sum of \$35,400 in year two and for the lump sum of \$37,200 in year three of this agreement. These amounts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Consultant.

In the event the District requests Consultant to perform any additional services, the parties will agree on the cost of such services, either on an agreed-upon lump sum amount, or on a time and materials basis at the hourly rates listed in Exhibit B. The District will pay the Consultant in accordance with Section 13.

**6. NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the District's Contracts Officer and the Consultant's Lead Project Manager.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

**District:**

San Mateo County Harbor District  
504 Ave Alhambra, 2<sup>nd</sup> Floor  
P.O. Box 1449  
El Granada, CA 94018  
Attention: Contracts Officer

**Consultant:**

Caspian IT Group  
1326 White Oaks Road  
Campbell, CA 95008  
Attention: Thomas Vafai

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**7. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion

or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

#### **8. CONFIDENTIALITY**

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement (“confidential information”) shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

#### **9. USE OF SUBCONTRACTORS**

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 7. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

#### **10. CHANGES**

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

## 11. RESPONSIBILITY; INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- (A) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors or agents; or
- (B) Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

## 12. INSURANCE

### (A) Types of Insurance

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

### (1) **Commercial General Liability Insurance**

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a

general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**(2) Business Automobile Liability**

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

**(3) Workers' Compensation and Employers' Liability Insurance**

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

**(4) Professional Liability Insurance**

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

**(B) General Insurance Requirements**

**(1) Acceptable Insurance**

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty- Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

**(2) Procure and Maintain Insurance**

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

**(3) Terms of Policies**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

**(4) Self-Insurance**

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**(5) Deductibles and Retentions**

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.



**(C) Evidence of Insurance and Endorsements**

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- (1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- (2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- (3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- (4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**(D) Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**13. MANNER OF PAYMENT**

The Consultant shall submit a billing statement at the end of each month. For Category 1 services, the billing statement shall outline the services performed during the billing period and invoice for the lump sum monthly amount described in Exhibit B. For Category 2 services, upon completion of all work and the District's final acceptance, the Consultant shall submit a billing statement describing the work performed and invoice for the total lump sum amount described in Exhibit B. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

**14. CONSULTANT'S STATUS**

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Contractor, and the legal

relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

**15. ASSIGNMENT**

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

**16. DISTRICT WARRANTIES**

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

**18. DISPUTE RESOLUTION**

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

**19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All Consultant and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subconsultants shall permit the District or its authorized representatives to inspect, audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

**20. TERMINATION**

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final

payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

**21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**22. NON-DISCRIMINATION ASSURANCE**

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**23. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

**24. PUBLICITY**

The Consultant, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**25. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

**26. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**27. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**28. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**29. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

**30. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**31. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**FOR THE SAN MATEO COUNTY HARBOR-DISTRICT:**

By:   
Title: President, Board of Harbor Commissioners

**ATTEST:**

By: Melan Ham  
Title: Deputy Secretary of the District

**APPROVED AS TO FORM:**

By: Steve Miller  
Title: Attorney for the District

**FOR THE CONSULTANT:\***

By: Alana Vaffer  
Title: CEO

By: [Signature]  
Title: CTO

*\* If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

Exhibit A

**SAN MATEO COUNTY  
HARBOR DISTRICT**

**REQUEST FOR PROPOSALS  
RFP No. 2015-10- IT**

**for**

**INFORMATION TECHNOLOGY  
SUPPORT SERVICES**

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**ATTACHMENTS**

- Attachment A: Scope of Services
- Attachment B: Cost Proposal Form
- Attachment C: Sample Certificate of Insurance
- Attachment D: Sample Professional Services Agreement
- Attachment E: Acknowledgment of Addenda

**NOTICE INVITING PROPOSALS**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 1449, El Granada, CA 94018; or by courier or personal delivery to the San Mateo County Harbor District, 504 Ave Alhambra, 2<sup>nd</sup> Floor, El Granada, CA, by **Tuesday, November 3, 2015 at 3:00 PM, Pacific Time**, for the following:

**REQUEST FOR PROPOSALS (RFP) NO. 2015-10-IT**

***REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SUPPORT SERVICES***

The San Mateo County Harbor District ("District") is requesting proposals from qualified, professional technology vendors for Information Technology Support Services: to maintain the District's IT and communications infrastructure and network, to set-up and configure new computers/peripherals, to provide required end-user support, and to develop a long range strategic plan for its future IT infrastructure, equipment and service needs.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: [RFP@smharbor.com](mailto:RFP@smharbor.com), or by U.S. Mail to U.S. Postal Service address above. All such requests must be received in District's office by: **Thursday, October 15th, 2015, at 12:00 PM, Pacific Time**.

Proposals will be examined by District Staff, and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if an award is made.

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at <http://www.smharbor.com>, click on Requests for Proposals, scroll down to RFP No. 2015-10-IT.

Downloading RFP documents from the District's website does not imply your firm is a potential proposer nor will your name automatically appear on the District's "List of Potential Proposers." In order to be included on the "List of Potential Proposers", the District requests that all potential Proposers complete Special Note No. 1, "Potential Bidder's/Proposer's Form" in Word format, posted with the RFP Documents, and return the form to [RFP@smharbor.com](mailto:RFP@smharbor.com).

**Ultimately, it is the responsibility of the Proposer to check the District's website for any Addenda that may be issued relative to this RFP.**

To inspect and obtain the RFP Documents, please contact the District's Office by e-mail at [RFP@smharbor.com](mailto:RFP@smharbor.com) or by telephone at (650) 583-4400.



**2. INTRODUCTION TO DISTRICT**

The San Mateo County Harbor District was established in 1933 by a Resolution of the Board of Supervisors of the County of San Mateo. Under that certain Act of the Legislature of the State of California entitled “An Act Providing for the Formation, Government and Operation of Harbor Districts, the Calling and Conducting of Elections in such District of Harbor Commissioners, defining their powers and duties, and providing for the issuance and disposal of bonds of such Harbor District, and providing for the assessment, levy and collection of taxes for the payment of such bond and for the ordinary annual expenses of such Harbor District,” approved June 10, 1931, and found in the Statutes of 1931 at page 1483.

The Harbor District’s boundaries are contiguous with the boundaries of San Mateo County.

The Harbor District operates two facilities, Pillar Point Harbor at Half Moon Bay in Princeton, and Oyster Point Marina/Park in the City of South San Francisco. Oyster Point Marina/Park is owned by the City of South San Francisco, but run by the Harbor District under a Joint Powers Agreement with the City of South San Francisco.

Oyster Point Marina/Park (“OPM”) in South San Francisco includes a 455-berth recreational marina, with access to San Francisco Bay. It includes a boat launching ramp, fuel dock and 300 foot fishing pier as well as a 33 acre park with hiking and jogging trails, picnic facilities and a 2.5 acre sandy beach.

Pillar Point Harbor (“PPH”) was established as a “Harbor of Refuge” in the Princeton area of Half Moon Bay, California. It is a working commercial fishing harbor and pier that also includes 369 berths, and an inner and outer breakwater with immediate access to the Pacific Ocean.

The District is governed by a five member Board of Harbor Commissioners, who are elected County-wide for staggered four-year terms.

**3. PROPOSAL TIMELINE**

Listed below is the Proposal Time Line that outlines pertinent dates of which Proposers should make themselves aware:

10/15/2015, 12:00 PM, PDT	Written requests for modification or clarification are due
10/22/2015	Response to requests for modification or clarifications (postmarked)
11/03/2015, 03:00 PM, PDT	Proposals Due
11/10/2015 (Tentative)	Proposer interviews, if held

These dates are subject to revision at the District’s discretion.

**4. SUBMITTAL OF PROPOSALS**

**A. Requests for Modifications or Clarifications of the Proposal Specifications**

Any requests for modifications or clarifications of the Request for Proposal shall be submitted in writing to the District Office at [rfp@smharbor.com](mailto:rfp@smharbor.com) by **10/15/2015, 12:00 PM**. Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only, duly issued by the District Office no later than **10/22/2015**. Proposers should check the District’s website at <http://www.smharbor.com> and click on Requests for Proposals to find any Addenda that may be issued relative to this RFP.

Copies of such Addenda will be mailed or otherwise furnished to each firm notifying District via Special Note No. 1, "Potential Bidder's/Proposer's Form" in Word format, posted with the RFP Documents. All oral modifications of these conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

**B. Proposal Due Date**

Proposers are requested to submit *one (1) original, seven (7) hard copies, and one (1) flash drive or thumb drive, containing both an electronic PDF and word.doc copy*, of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal. The electronic version is provided for the District's administrative convenience only.

Proposals shall be submitted in a sealed envelope marked, **"REQUEST FOR PROPOSALS (RFP) NO. 2015-10-IT, INFORMATION TECHNOLOGY SUPPORT SERVICES"** plainly endorsed with Proposer's name and address.

Proposals shall be sent or delivered to the following address:

Mail To:  
San Mateo County Harbor District  
P.O. Box 1449  
El Granada, CA 94018  
Attention: Deputy Secretary of the District

Hand Deliver To:  
San Mateo County Harbor District  
504 Ave Alhambra, 2<sup>nd</sup> Floor  
El Granada, CA 94018  
Attention: Deputy Secretary of the District

Proposals must be received no later than **Tuesday, November 3, 2015, by 3:00 PM, Pacific Time**. Proposals received after the time and date specified will not be considered. The District is not responsible for deliveries delayed for any reason. The time received by the Deputy Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve **Tuesday, November 10, 2015**, as the tentative day planned for finalist interviews, should interviews be conducted. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

**C. Proposal Forms And Sample Documents**

The following documents are included in this Request for Proposals (RFP). Attachments B and E must be completed and submitted with the Proposal.

Attachment A	Scope of Services
Attachment B	Cost Proposal Form
Attachment C	Sample Certificate of Insurance
Attachment D	Sample Professional Services Agreement
Attachment E	Acknowledgment of Addenda

## 5. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals follow the following basic format. The successful Proposer is expected to provide services as outlined in this RFP's Attachment A – Scope of Services. Proposers shall prepare their response to fully address their ability to satisfy these components. Although the District is not specifying a page limit, **clarity and conciseness are essential** and will be considered during Proposal evaluation.

- A. **Cover Letter** - The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and facsimile numbers, and e-mail address.

The following information should be provided:

- Introduce the firm and summarize its qualifications.
  - Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
  - A statement that binds the Proposer to the proposed Scope of Services and Cost Proposal Form for **one hundred twenty (120) calendar days**.
  - Confirm acceptance of or indicate exceptions to the Sample Agreement.
  - Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services.
- B. **Approach to Scope of Services** - A demonstration of the Proposer's understanding of the proposed Scope of Services (Attachment A) is required as part of the Proposal. With respect to each task and deliverable described in the Scope of Services, discuss your approach and methodology for performing the services. Describe how you would staff each task, the qualifications of staff member(s) assigned, indicating primary and secondary responsibility, the level of effort required for each task, and how your staff would coordinate with and respond to District staff. Propose a timeline for completion of each element of the design and implementation of the project.

C. **Proposer's Qualifications and Experience** - The following information should be included in the Proposal:

- (1) A brief description of the Proposer's qualifications for this Scope of Services and previous experience on similar or related work performed for local governmental agencies, including special districts, specifically port and harbor districts, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time).

Proposers must have at least five years of experience providing similar IT Support services to other similarly sized organizations.

Professional certifications from recognized organizations (e.g., CompTIA – Computing Technology Industry Association, Microsoft, Cisco, etc.) are preferred but not required.

- (2) The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
  - (a) A description of their qualifications and background, and number of years of experience in performing the services;
  - (b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
  - (c) A description of their experience with public agency clients and with special districts, specifically harbor and port district agencies, if any.
- (3) Provide contact information for three references for which the Proposer has provided similar services within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed in a separate section.

D. **State the Size, Structure, and Location(s) of Firm** - Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and describe the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.

E. **Financial Stability** - Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

F. **Acknowledgement of Addenda (Attachment E), if applicable**

G. **Certificate of Insurance** - Provide a completed sample Certificate of Insurance (Attachment C) evidencing the coverage types and the minimum limits required as described in Section 12 of the Professional Services Agreement (Attachment D). The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.

- H. **Cost Proposal Form** - The Proposer shall submit a Cost Proposal Form, attached herewith as Attachment B. The Cost Proposal Form shall include a separate total lump sum amount for performing all tasks identified in the Scope of Services for Categories 1 and 2. (Attachment A).

Additionally, a separate document must be attached that outlines the employees' names, titles and fully burdened hourly rates, and a cost breakdown for the Scope of Services, and to specify the cost associated with performing each task outlined in the Scope of Services. The hourly rates or unit prices quoted shall hold firm for the duration of this Agreement.

The District will evaluate the Cost Proposal Form on the basis of the Total Proposal Price.

## 6. **WITHDRAWAL OF PROPOSAL**

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the District Office at RFP@smharbor.com. Making the request by telephone is not acceptable.

## 7. **SELECTION CRITERIA**

The District intends to award a Contract to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by the District, client references and any other relevant information about a given Proposer. The following criteria will be used by the District's Evaluation Committee in the evaluation of the Proposals:

### A. **Proposal Understanding and Approach to the Scope of Services** 0 - 35 Points

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- (1) Knowledge of services required as it relates to the District's needs; and
- (2) Approach to the Scope of Services.

The Proposer's overall approach to achieving the project purpose will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.

### B. **Proposer's Qualifications and Experience** 0 - 40 Points

The capabilities of each responding Proposer will be evaluated in these specific area:

- (1) Experience in providing the specified services for similar operations and/or entities;
- (2) The Proposer's past experience and performance on comparable government engagements, if any;

- (3) Experience and qualifications of staff assigned to the account, including the proposed staff committed to the project (identified by name), the quality of such staff, and the proper balance of relevant skills;
- (4) Work performed for recent clients and references; and
- (5) Financial stability of the firm.

**C. Cost Proposal Form**

**0 - 25 Points**

This portion of the proposal will be evaluated based on the total cost as submitted by the Proposer on Attachment B, Cost Proposal Form. A Proposer's failure to submit a completed Cost Proposal Form may result in the District's determination that the proposal is non-responsive.

The District may reject any Proposal in which the technical approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references of firm and key personnel.
- D. Checking the firm's financial stability.

Upon completion of the final selection process, the District will rank each firm in accordance with the Selection Criteria above. The District may accept the highest-ranked Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firms, or, at its sole discretion, the District may reject all remaining Proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right in its sole discretion to accept the Proposal it considers most favorable to the District's interest and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

8. **CONTRACT AWARD**

A. **Recommendation for Contract Award**

The Evaluation Committee shall make a recommendation to the District's General Manager, subject to approval by the Board of Harbor Commissioners. If an award of Contract is made, the District Board of Harbor Commissioners reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

B. **Form of Professional Services Agreement**

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is attached as Attachment D.

**If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.**

Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement, Attachment D.

C. **Time for Execution of Contract**

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter into the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. **Manner of Execution of Contract**

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them.

If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

**E. Documents Deemed Part of Contract**

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved Contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- (1) Contract Amendments
- (2) Professional Services Agreement
- (3) Addenda (if any) to RFP
- (4) RFP
- (5) Consultant's Proposal, as accepted by the District

**9. PROTEST PROCEDURES**

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure shall be filed in writing with the Deputy Secretary of the District at RFP@smharbor.com at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the District staff's recommendation for award of the Contract shall be submitted in writing to the Deputy Secretary of the District within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Copies of the complete Proposal Protest Procedures are available at the Office of the Deputy Secretary of the District, 504 Ave Alhambra, 2<sup>nd</sup> Floor, El Granada, California.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest.

**10. CONFLICT OF INTEREST**

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from.

See Sample Agreement for additional conflict of interest provisions that will be in effect during the Contract term.

**11. CONFIDENTIALITY**

The California Public Records Act mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate



its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of the proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its Commissioners, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

## **12. EX PARTE COMMUNICATION**

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Procurement staff, Deputy Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

## **13. WAIVER**

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Contract Documents; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract Documents.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

## **ATTACHMENTS:**

- Attachment A: Scope of Services
- Attachment B: Cost Proposal Form
- Attachment C: Sample Certificate of Insurance
- Attachment D: Sample Professional Services Agreement
- Attachment E: Acknowledgment of Addenda

**ATTACHMENT A**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

### 1. INTRODUCTION

The San Mateo County Harbor District is a government agency. It is an independent special district with boundaries coterminous with the County of San Mateo. The District manages two harbors within the County: Pillar Point Harbor in Princeton, CA, which is 4 miles north of Half Moon Bay, and Oyster Point Marina/Park in South San Francisco. The District's administrative offices are in El Granada, California, across the highway from Pillar Point Harbor.

In addition to harbor and park maintenance and operations, working in conjunction with the Coast Guard and local sheriff staff, the harbor staff do active search and rescue of vessels and persons in distress in proximity to its harbors.

The District's Pillar Point Harbor has been designated a "harbor of refuge" under the State of California Harbors and Navigation code. It is a 24 hour a day/7 day a week operation. Oyster Point Marina/Park is open daily but closes at 10PM. The Administration offices are open weekdays, Monday through Friday from 8A-5P, Pacific Time.

### 2. INTENT

The District currently does NOT have an IT Department and is currently using an outside vendor service to provide maintenance and support on as needed basis for its user community. The District intends to continue with this third party IT support service model.

Therefore the San Mateo County Harbor District ("District") is requesting proposals from qualified, professional technology vendors for Information Technology Support Services: to maintain the District's IT and communications infrastructure and network, to set-up and configure new computers/peripherals, to provide required end-user support, and to develop a long range strategic plan for its future IT infrastructure, equipment and services needs.

The term of this agreement will be 3 years. The District may, at its sole discretion, extend the agreement for three additional one-year terms. See Attachment B: Cost Proposal Form.

### 3. BACKGROUND

#### Servers, Software, Peripherals

The District operates a LAN (Local Area Network) that consists of 3 servers: one server with two virtual server applications (one small business server and one terminal server) that serves as the District's primary server for its three locations; and an additional server that operates as a terminal server at one of its harbor locations.

Both physical servers are operating on dated server software that Microsoft is no longer supporting: Small Business Server 2003 and Server 2003 Standard Edition (both terminal servers). Both servers are running VMWare ESXi 4.0.0. There are multiple Pervasive and SQL databases running numerous applications, a hosted email solution, and three offices interconnected with hardware-based IPSec tunnels allowing connectivity to applications and data from all three locations (3 firewalls).

In addition, there are approximately 17-19 desktop computers, 17 of which are actively in use, all mostly updated to Microsoft Windows 7 or 8, but with some still on XP; all have some version of Microsoft Office. Inactive workstations that are scheduled for retirement may be held in reserve to serve as "spares"

in the event of a malfunctioning workstation. The workstations are distributed among three physical locations: Pillar Point Harbor ("PPH"), Oyster Point Marina/Park ("OPM") and the Administration office ("Admin").

There are three multi-function printer/scanners (copiers), and approximately eight black and white local printers.

The District has an active website: [www.smharbor.com](http://www.smharbor.com).

**ISPs:**

PPH – Coastside.net wireless  
OPM – Comcast Business Cable  
OPM Warehouse – AT&T DSL  
Admin – Comcast Business Cable

**WiFi**

Public Access:  
Administration Office  
PPH Offices  
OPM Offices

**Phone Service/Cell Phones/Communication Devices:**

There are approximately 15 VOIP phones: vendor is 8x8.

There are approximately 10 landline phones split between the two harbors: vendor is AT&T. There are numerous cell phones, predominately apple and some android.

The District also has additional communication devices (laptops, iPads, etc.) that have connectivity to the servers.

**Outside Vendors:**

The third party software and hardware vendors that connect to the Internet via the District's network serve its operations and accounting needs: electronic security gate and bathroom access at the harbor locations; harbor berth and lessee accounting software, administration software (payroll, accounting).

**Services To Be Provided:**

The qualified vendor would provide necessary technical services, which would enable District to:

- Protect, secure and maintain its technology infrastructure, software, hardware, equipment and facilities;
- Ensure the efficient operation of its networks and related computer and communication systems in its defined user community;
- Enhance its quality of service for departments defined in the enclosed schedules;
- Minimize the spending and maximize the ROI for investment in technology.

The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable Best Practices for maintenance and support benchmarks. The successful vendor will be expected to have a HELP TICKET system and a HELP DESK; to organize HELP DESK service calls

efficiently, either remotely or onsite, and to ensure that there is NO significant computer downtime during normal working hours, generally 8:00AM to 6:00PM, Monday through Friday. The vendor is expected to report on status of technology issues and communicate effectively with DISTRICT departments. The vendor will also describe the hours of operation for the HELP DESK and what happens outside the hours of operation in the event of a major system crash or other urgent need.

**4. SPECIFIC DUTIES AND SERVICES:**

**Category 1: Support Services and Ongoing Maintenance and Repair**

In Category 1 services, the Contractor will provide general day-to-day information technology support services and ongoing maintenance and repair of existing network and systems. The Proposer shall identify in the Cost Proposal Form the total amount of providing all services in Category 1 as an all-inclusive monthly rate.

The District is looking for a responsive maintenance and support program to accommodate departmental computer system activities and user equipment performance. District expects the vendor proposal to define, in detail, the approach to be used in the below categories. For each of the Category 1 items, the Proposal should describe its process for performing the services, response time, primary team member to be assigned listing team member credentials, performance metrics and monthly/periodic reporting available to District.

**Category 1 services include but may not be limited to, the following:**

- (1) Help Ticketing/Help Desk
- (2) Desktops – hardware, software, virus software, security.
- (3) Software – assist with technical issues.
- (4) PC Hardware – install replacements, upgrades.
- (5) Printers – local and network.
- (6) Personnel movement – technical equipment (not furniture).
- (7) Provide quotes for equipment, desktop software using state contracts.
- (8) Active Directory password control.
- (9) Active Directory maintenance.
- (10) Exchange (e-mail) maintenance.
- (11) User account maintenance.
- (12) Server maintenance – routine cleanup and monitoring.
- (13) Operating System patching.
- (14) SQL Server Data Base – routine cleanup, monitoring, virus software, security.
- (15) Establish a Management Console.
- (16) Maintain backup programs and scripts; provide documentation for backups.
- (17) Restore files and folders from back-ups (as required).
- (18) System security and firewalls.
- (19) Network controls and switches.
- (20) UPS devices
- (21) Coordination, liaison with third party software/hardware vendors (ALX, ADP, Fund Balance, The Marina Program, AT&T, VOIP-8x8, Comcast, Konica) to ensure ongoing connectivity and user access.

Following is further detail regarding the District's expectations with regard to Category 1 services.

(A) **Desktop Application Support**

Performance of basic support functions, including the installation of PC's, laptops, PDA's and other mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to DISTRICT personnel upon request; and implementation of HELP Desk procedures under policy constraints of the successful vendor.

(B) **Server and Workstation Administrative Services**

Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all HELP Desk tickets for both on-site visits and telephone/remote support; access to HELP Desk tickets by District designated staff, development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc.; management and documentation of network and user logins and passwords and security documented; support of software products relating to servers and workstations; timely response to repair and maintenance work for District and users.

(C) **Network Administration Services**

Maintenance and support of network equipment, including installation and maintenance of network software, switches, firewalls, routers, and other security devices.

Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting required.

Maintenance of network documentation for daily, weekly, and monthly services required.

(D) **Email and Security Efforts**

Maintenance of District email accounts using District domain; adding, changing, and/or deleting DISTRICT employee accounts as requested; maintenance of virus detection programs on District servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the DISTRICT designated person are required.

Configuration of District systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by District Designee is required.

**(E) BACKUP Services**

Maintenance of District Backup systems; recommendations for redundant backup programs, should they be indicated.

Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

**(F) Planning**

Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary.

**(G) Installation Services.**

Installation of new equipment, software, and transfer existing data when acquired, will be needed.

**Category 2: Inventory, Assessment, and Strategic Forecasting Plan**

District is seeking to also have Consultant develop a longer range IT strategic forecasting plan as to future IT hardware and software needs to maintain its systems on an ongoing basis. District will utilize this plan in determining what to allocate on an expenditure basis in its future budget processes. The Plan should also include a review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted within 60 days of the initial contract start date and renewed by each January 31<sup>st</sup> thereafter to allow for necessary budget planning for the upcoming year.

The Contractor shall provide in the Cost Proposal Form the total lump sum amount for performing all services described in Category 2.

**Category 3: Additional Services**

Following are services that are not to be included in the Category 1 services, but which the District is interested in Proposers submitting a response in their proposal. Any services in this category will be performed only if authorized separately by the District and will be documented in a work order executed by both parties. Compensation will be either on a time and materials basis, at the hourly rates specified in Proposers proposal, or at a lump sum mutually agreed upon by the District and its selected contractor.

- (1) Software training.
- (2) Audio/Visual activity.
- (3) Applications not installed on the Network (i.e., personal download apps).

- (4) Website design or management
- (5) Leased equipment
- (6) Upgrades to existing systems, other than regular repair or maintenance;
- (7) Changing or moving email or web services to new vendors or new services;
- (8) Clean up or installation of network wiring;
- (9) Evaluation and recommended network management software, except as part of IT Strategic Plan;
- (10) Implementing new disaster recovery and emergency operations related activity;
- (11) Any other activity (list) that is not part of normal monthly operational uses or needs.

**Category 4: Services NOT included in this RFP**

The contract to be awarded does not obligate District to purchase computer equipment, hardware devices, software, cabling, licenses et al from the successful vendor. *Replacement parts are not part of this contract.*

[END OF SCOPE OF SERVICES]

Exhibit B

CASPIAN IT GROUP  
Information Technology Support Services Proposal