

All Covered

IT SERVICES FROM KONICA MINOLTA

**All Covered Care
Proposal
and
Schedule of Services
for**



November 19, 2019



Table of Contents

Cover Letter	Page 3-4
Response to RFP	
Executive Summary	Page 5-7
On Going Support	Page 8- 14
Additional Services	
Account References	
Statement of Need and Price Plan	Page 15-23
System Requirements	
Client Requirements	
Service Level Objectives	
SCHEDULE OF SERVICES	Page 24- 26
TERMS AND CONDITIONS	Page 27- 29
Attachments	ATTACHED
1. Sample Technology Business Plan	
2. All Covered Certifications 2019	
3. Konica Minolta Financial Results	
4. Project Delivery Workflow	
5. Attachment A from RFP	
6. Attachment C from RFP	

November 19, 2019
San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
El Granada, CA 94018

RE: REQUEST FOR PROPOSALS (RFP) 2019-10 - Information Technology Support Services

To whom it may concern,

Today's highly mobile, flexible and dynamic workforce requires technologies and solutions that seamlessly blend physical and virtual work environments. At Konica Minolta we are building on our core set of smart office solutions by integrating technology that allows our clients to be more productive, efficient and collaborative. We welcome this opportunity to propose our technology, solutions and services that will give you a competitive advantage, reshape your work environment and contribute to your long-term business goals.

San Mateo County Harbor District is looking to establish a partnership with a managed service provider capable of providing on-going technical support for 4 of their locations. The District is looking forward to develop a long term IT infrastructure plan, equipment and service needs; and is also anticipating the need of Cloud Computing Services to move and augment the District's computing environment in areas such as disaster recovery services and emerging technologies. Decisions made during this period of time will have lasting impacts on the business – either positive or negative.

It's for these reasons we believe All Covered – IT division of Konica Minolta is the only choice for San Mateo County Harbor District. We have a national operating platform (supporting 40 markets across the country), operate under the ITIL framework, are a Top Ranked MSP and MSSP (Managed Security Services Provider) have 1,400+ engineers across the country and have the best practices we've developed by onboarding more than 4,000 customers.

Authorized Personnel to work with San Mateo County Harbor District:

Maureen Sullivan, Managing Director – Foster City.
Saranjam Khan, IT Services Consultant – San Ramon

Thank you for considering Konica Minolta. We look forward to demonstrating our commitment to you and are confident that our offering will meet your expectations and deliver increased value and efficiencies to support the district in all sorts of IT needs which will be strategically beneficial now as well as over the long term.

All Covered has no conflict in providing the requested services. This Proposal is valid for 120 days. All the proposed services and Cost shall remain the same for a period of 120 days. All Covered has no conflict in providing the requested services.

All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc. reserves the right to negotiate all final terms and conditions for any resulting contract including, but not limited to, commercially reasonable limitation of liability and limited warranty.

saranjam

Sincerely,

Saranjam Khan

E-Mail: skhan@Allcovered.com Phone: 612-295-8633

1051 E Hillsdale Blvd Suite 510, Foster City, CA 94404

Executive Summary

As an industry leader we are committed to a client-first methodology, offering a comprehensive suite of products and services comprised of industry-leading MSP technology, best-of-breed software and managed services. This end-to-end strategy, along with a consultative engagement with our clients, provides a 360 degree view of your business processes, challenges, as well as your goals and objectives. Through this collaborative approach, Konica Minolta enables targeted solutions yielding improved efficiencies, cost reduction and the realization of the Inspire Communities' vision.

Our Portfolio

Delivering solutions and services that enable the Workplace of the Future™



INFORMATION MANAGEMENT
Enterprise Content Management
Print Management
Automated Workflow Solutions
Business Process Automation
Security and Compliance
Mobility
eDiscovery Services



IT SERVICES
Application Services
Cloud Services
IT Security
Managed IT Services
IT Consulting and Projects
Managed Voice Services



TECHNOLOGY
Office Multifunction Business Solutions
Commercial and Production Printers
3D Printers
Wide Format Printers
Laptops, Desktops & Computer Hardware
Servers and Networking Equipment
Managed Print Services (MPS)
Managed Enterprise Services

All Covered was founded in the San Francisco Bay Area in 1997 as “All Bases Covered”. In 2005, the company changed the name to All Covered and was acquired by Konica Minolta in December 2010. In the years following the acquisition, All Covered has acquired 35 additional entities. These acquisitions have been strategic in nature, designed to expand our service portfolio and round out our service catalog.

The MSP market is highly fragmented. Most MSP's are small firms (fewer than 50 employees) that service a local market. All Covered has been a Top Ten Ranked MSP for 10 consecutive years. We have a national operating platform (service all major markets across the country)

We have offices located across the U.S. We have presence in 40 markets in the country with each market supporting multiple geographies. We have customers in every state.



Today, All Covered, as a division of Konica Minolta, employs 2,800 associates (1,400 are engineers), supports 4,000+ customers, and operates 2 Tier III SOC Compliant Data Centers (Chicago, Phoenix), 16 Remote Support Centers (RSC's) and 2 National Operating Centers (NOC's). The balance of employees work in customer support functions which include sales, strategic account managers, solution architects & account managers

Typical support team consists of the following:

1. ITSC – Information Technology Sales Consultant

The ITSC is responsible for managing the account relationship at a high-level. Informing customers of new services, being a customer advocate.

2. STAM – Strategic Account Manager

STAM is assigned to manage the day-to-day larger accounts and is responsible for all activities related to account support & maintenance. Coordinates monthly or quarterly business reviews.

3. Account Manager – Supports ITSC's & STAM's on larger accounts.

4. Engineering Resources – when on-site Engineering is part of the client solution, All Covered assigns a “lead” engineer who is your primary on-site resource and a backup engineer who is cross-trained on your account. This redundancy ensures consistency of service.
5. Service Delivery Manager – Service Delivery Manager ensures the right engineering resources are provided to the client on each engineering visit that takes care of a broad range of tasks to keep everything up, running and safe. SDM ensures all standards are being met and implement long term IT goals for clients as well as Implementing updated and strict security settings for clients.

Engaged with San Mateo County Harbor District will be:

Maureen Sullivan, Managing Director – Maureen is responsible for the overall operations of the SF Bay Area and Pacific Northwest at All Covered. All engineering and sales resources ultimately report into Maureen. She is highly involved in all day-to-day activities within her market and has over 20+ years of experience in the technology space, all of it in managed services. She was originally with All Bases Covered, which eventually became All Covered. Maureen is based out of our Foster City, CA office.

David Helms, Service Delivery Manager- Curtis is based off in our Foster City and has been with All Covered for over 12 years. David has over 2 decades of experience working in the information technology and services industry. He has also served as the Director of Information Technology for the Child Care Coordinating council of San Mateo County.

Saranjam Khan, ITSC - Saranjam is based in our San Ramon office. Saranjam has over 5 years of experience delivering different solutions to clients in multiple industries. Saranjam has worked for Technology Startup, fleet management and pharmaceuticals before joining All Covered in 2019.

Diana DeMeo, Strategic Account Manager (STAM) - Diana is based out of our Foster City, CA office. Diana has recently joined All Covered after successful stints with Navis, where she was the Customer Success Manager for the America's and OOCL where she served as Customer Advocacy Manager for 21 years.

Our relationship will be managed by the All Covered Account Management Team based in our Foster City, CA location which will “own” the relationship. The team will ensure the overall success of our program and the timely implementation of our solution. They will also provide support in managing any contract changes or additions, implementing process improvements and resolving all general issues in a timely manner. Additional support, including site analysis, service maintenance, billing and reporting will also be coordinated by your Account Management Team and the appropriate Konica Minolta team members. We take a team approach to account management with each team getting assigned a primary contact that manages the activities of the team and coordinates all operational aspects of your account.

ONGOING SUPPORT

- Client will be assigned a member of All Covered's account management team who will manage Client's overall relationship with All Covered, including discussing Client's strategic IT needs, scheduling review meetings and bringing together the team to build and refresh the technology plan for your organization.
- The All Covered team will manage the network, servers, computers and technology infrastructure based on a comprehensive support plan.

Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations

- End user problems are addressed promptly and the systems are monitored continuously to ensure rapid response to emerging issues.
- All Covered manages escalations to Client's telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, All Covered will act as support-liaison for Client to initiate a support call to Line of Business or Application support provider and request support on behalf of Client and direct vendor support provider to work directly with Client to resolve issue.

All Covered delivers a collaborative and proactive approach to foster improvements in your efficiency and the effectiveness of your document and information management program. At regular intervals during our relationship, the team will coordinate Periodic Account Review (PAR) meetings that will act as a forum to discuss our partnership, the current deliverables, and the development of future strategies. We recommend these reviews take place on a quarterly basis, or as needed, throughout the term of your contract.

Customized reports, based on data collected by our ITSM, and billing system, will also be presented to analyze performance in a concise manner. The format of the reports, and the data to be included, will be discussed upon award to ensure that all relevant data can be captured and accurately defined.

All Covered will provide additional support by:

- Performing site analyses
- Organizing delivery and deployment of product or services.
- Managing contract changes and additions.
- Implementing process improvements.
- Tracking entitlements.
- Coordinating service, maintenance and end user training.
- Providing invoice and KPI reporting.
- Engaging third party providers when necessary.
- Providing our loyalty every step of the way

Technology Business Plan

Most of our net new customers are dealing with technology limitations/challenges when they begin to work with All Covered. For each customer we develop a technology business plan (TBP) which identifies current state and recommendations for future state. This plan is a roadmap for future development which includes the recommended remediation and cost to implement.

Please see attachment titled, “Sample Technology Business Plan”.

Technology Partners

All Covered has over 60 technology partners including Hewlett Packard, IBM, Apple, Lenovo. This gives us a competitive advantage over pricing as we are able to negotiate the best rate for our client. We have a separate procurement practice with a fully dedicated team that meets the hardware and software requirements of all of our clients. Part of our technology plan includes making recommendations for hardware upgrades to our clients that ensures the best ROI over a long term period.

All Covered focuses on providing services to our clients first and foremost – not just selling hardware. We are built on the foundation of protecting organizations from cybercriminals and ensuring that clients are efficient in their daily processes.

Complete technology lifecycle management – from sourcing to purchasing to installing to disposing – we handle it all for you

Great pricing on thousands of products – our combined purchasing power gives clients access to thousands of products at competitive prices

World class support – experienced procurement team that handles all the “backend” issues and vendor relationships

Support

Service Description

- Remote support for immediate help of user, PC or server issues
- Seasoned, professional technical engineers use secure remote access tools to troubleshoot and fix issues
- Toll free, direct access to the Help Desk for existing tickets
- Tickets are prioritized and handled according to severity (how many people are affected, type of issue)
- Three tiers of support where issues can be escalated to senior engineers, if necessary

- Help Desk is available 24x7 - standard hours:
7AM – 7PM across all time zones in the Continental U.S. 24x7 support option

How it Works

- Client calls All Covered's Client Hotline number
- Ticket is created and support is immediately commenced with level 1 engineer. Incident is remediated, reassigned or escalated as needed
 - Average Speed of Answer 120 seconds
 - Tier 1: 15 minutes
 - Tier 2: 30 minutes
 - Tier 3 60 minutes
 - Tier 4 90 minutes
- For end user support, the Help Desk will ask to remotely connect to their PC via a secure remote session
- For server based support, secure remote access will occur and does not require user permission (unattended remote access)
- If follow-up is needed as part of remediation, the user is given a ticket number and a toll free number so they can call back directly.

Value

Immediate assistance – get help right away rather than waiting for on-site help

Expert and courteous remote support – professional team with multiple levels of expertise

Knowledge through extensive documentation – anyone can assist because we document all the critical information about your environment and past service reports are visible to all engineers

Benefits

- Capable engineers who can handle a myriad of issues – PC, desktop, network connectivity
- Support from certified technical staff located in the U.S., not in another country
- 20-point Quality Assurance – conversations are recorded and reviewed on a regular basis
- Quick response – our goal is to respond to all inbound requests in under 2 minutes and work the issue to resolution
- All Covered has 16 Remote Monitoring Centers across the U.S. which is why we are able to support our clients around the clock.

Online Client Portal

Access Information – Employees can view key information about the IT environment (client visit reports, technical Guidebook, passwords, etc)

Collaborative communications – unique multi-person conversations will allow for flexible interactive discussions

Learn from experts – view whitepapers and articles; hear podcasts and view past web seminars

Benefits to Harbor District

- Gain insight and access to your IT information
- Communicate with your entire account team easily
- Make support requests through the Client Portal
- View charges, invoices, statements – no need to call or wait for Accounts Payable
- Available 24 x 7 via the Internet and a browser

Service Description

- A one-stop, secure website that allows clients to access information, communicate and learn
- Exclusively available to Inspire Communities
- Information for multiple offices/locations can be accessed through one user ID and password
- Information in the Client Portal includes but is not limited to:
 - Open and closed tasks/requests
 - Technical Guidebook, documents (proposals, network diagrams, project plans)
 - Client Service Reports
 - Financial information (charges, invoices, statements)
 - Services dashboards

How it Works

1. Client Portal access is determined with the client and in conjunction with the primary engineer - usually at the ACC Kickoff meeting
2. Access to Client Portal is set up by operations on a per user basis
3. Email with URL, user ID (fully qualified email address on file in GoBase) and password (default created) is provided to the user
4. WebEx training done with the users to get them acclimated to the Client Portal
5. On-going changes (add/change/remove) done by operations or client administrator if authorized
6. Ex-employees can be disabled from Client Portal access

Additional Services

At All Covered, we want to be a partner for our clients that can give them the right solution at the right price. There are so many questions to answer around technology for our Clients' business.

Finding the right technology is critical, but it is equally important to find the right price from a supplier that knows the business.

- We have Top-tier partnerships with nearly every major technology manufacturer
- We have a National footprint with strong purchasing power that is passed along to our clients.
- We have access to hundreds of thousands of IT hardware/software solutions across dozens of technology OEMs including Microsoft Licensing, 3rd Party Software Solutions, servers and storage.

We work with our clients and help them in understanding what is most important to their business. With over 1400 engineers and Solutions Architects on staff, we can always find the right solution for our clients – anything from a single computer to the most complex storage and networking solutions.

Cloud Services:

All Covered's cloud services allow organizations to move their workloads to a secure cloud environment where they can easily scale as their business grows, paying only for what they need, when they need it. Companies can set up and deploy applications on All Covered's SOC 2/Type 2 audited data centers without having to build or maintain the infrastructure themselves and making them available to customers anywhere at any time.

Extreme Redundancy – Tier 3 data center, multiple generators, battery backup power, multiple Internet connections, hardware fault tolerance, enterprise-class storage

Scalable – virtually unlimited resources available almost instantaneously, deploy in hours instead of weeks

Predictable OpEx – no hardware to purchase, install, maintain, manage, update and refresh.

Benefits

- Eliminates risk of hardware failures from typical office server deployment
- Enterprise level uptime at a fraction of the cost
- Reclaim unneeded server room office space
- Significantly reduce on-premise power expense
- Work from anywhere – no longer reliant on office ISP & power
 - No more hardware lifecycle “churn” for servers, and fewer, less frequent lifecycles if using thin clients

“Always On” servers – All Covered Cloud Servers have a reputation for multiple years straight of uninterrupted services. Servers can be replicated to secondary datacenter using optional reserve compute for additional high-availability.

IaaS:

Every strong business requires a strong IT infrastructure. When transitioning to All Covered’s cloud computing server, businesses can rest assured that their critical applications are running on top-performing infrastructure with redundant cloud storage. Our Infrastructure as a Service (IaaS) systems and processes have passed the most stringent audits available – including the SOC2 audit – meaning they meet the highest standards of security and availability.

SaaS:

In today’s digital environment, reliable email and other applications with guaranteed uptime is not only nice to have, it’s essential. Similarly, in order for companies to maintain a competitive advantage, their software applications need to be available from any computer or any device—anytime, anywhere. With our Software as a Service (SaaS) solutions, All Covered allows our customers to plug in and subscribe to services built on our secure [cloud infrastructure](#) via the Internet.

Backup:

Backup, disaster recovery and business continuity solutions were once something that only the largest enterprise computer users could afford. All Covered’s Backup for Servers solutions change that. Our local and cloud backup and continuity solutions help you get your data back up and running or keep it up and running in the event of data loss events, accidental deletion, server malfunction, local emergency or regional natural disaster. With All Covered’s solutions, your business systems are easily available to keep your business running.

All Covered has done over four hundred 365 migrations, All Covered has put 100s of clients in public and or private cloud as well as their key software services in Cloud.

- 1) Our stated SLO for availability (uptime) is 99.995% - 26 minutes per year. The best AWS or Azure can provide is 99.95%. That is a significant advantage.
- 2) Our cloud server comes with a virtual firewall (included in the price). With Azure or AWS client must purchase their own firewall
- 3) Our cloud server comes with backup (included in the price). With Azure or AWS client must purchase backup.
- 4) Our cloud is a managed service that comes with account management. Azure or AWS is primarily a self-serve model and unless client’s spending \$50k per month, they probably are not going to get anyone to answer the phone.

5) Fixed cost: Azure & AWS use a consumption based pricing model, the more you use, the more you pay. All Covered Cloud is a fixed monthly fee, services can be scaled up or down based on needs but clients will not get surprised at the end of the month with a bill they didn't expect.

Application Development/ERP/SharePoint:

All Covered has a dedicated Application Development team that works with clients to help them reach their goals. We can help our clients leverage technologies like SharePoint, Salesforce and many others to develop organizational efficiency, eliminate business challenges and exceed goals

Professional certifications:

All Covered engineers participate in courses to extend their technical knowledge by obtaining several well-known industry certifications including Microsoft, Cisco, ITIL, and more. By obtaining the certifications, our engineers have demonstrated their working knowledge to skillfully troubleshoot network, cloud, security, or service support issues

For a list of certifications, Please see attached “**All Covered Certifications 2019**”

Account References

CLIENT NAME:	Woodmont Real Estate Services
Contact & Title:	Claudia Blakeslee, CFO
Address:	1050 Ralston Ave. Belmont CA, 94002
Phone:	650-592-3960
E-Mail:	cblakeslee@wres.com
Scope of Work:	Helpdesk, Network Monitoring, Onsite Engineering, Managed Backup & Projects
CLIENT NAME:	Alpine Investors
Contact & Title:	Dorothy Walter, CFO
Address:	One California St. Suite 2900 San Francisco, CA 94111
Phone:	415-392-9100
E-Mail:	dwalter@alpineinvestors.com
Scope of Work:	Network Monitoring, Managed Security, Endpoint Management, Managed Backup, IT Strategy & Projects
CLIENT NAME:	Balance
Contact & Title:	Darrell Christoff, CIO
Address:	1655 Grant St. Suite 1300 Concord, CA 94520
Phone:	877-777-7526
E-Mail:	dchristoff@balancepro.org
Scope of Work:	Helpdesk, Endpoint Management

STATEMENT OF NEED

San Mateo County Harbor District (“Client”) is looking to establish a partnership with a managed service provider capable of providing on-going technical support for 4 of their locations. Client would like to engage All Covered to increase efficiencies by providing IT support services for business critical systems and proactive end-user support.

Client wishes to partner with an IT support firm that has the capacity and expertise to proactively maintain and manage systems to ensure uptime while supporting business units and strategic growth of the organization. All Covered is that firm.

BENEFITS OF THE ALL COVERED SOLUTION

All Covered Care (“ACC”) is designed to increase Client’s return on technology investments by creating and supporting a stable and secure IT infrastructure, tuned to Client’s business needs. Through a strong partnership with Client, the All Covered team delivers proactive and preventive PC, Network and Server management, troubleshooting and user support, backed by documentation and planning. All Covered also offers a range of Cloud Server, Hosting, Security and Application Development services.

Experience has shown that regularly scheduled management of systems and networks will substantially reduce the frequency and severity of the common problems that jeopardize the stability, security, and performance of an organization’s IT environment.

ACC is delivered through a combination of remote and on-site services.

- **Proactive Services and Preventive Support.** These services are based on a proven methodology that will help the IT environment run smoothly and prevent many problems before they affect computer or network performance. The services are performed primarily via secure remote connections.
- **Monitoring and Reactive Support.** Support initiated by Client or All Covered that provides response to active issues. Troubleshooting and problem-solving are provided on-site if appropriate. The managed environment is monitored 24 hours a day.
- **End-user Support.** This addresses day-to-day end-user problems primarily through remote diagnostics and telephone support.

Executive Pricing Summary

<u>Unified Management of Computers</u>	50
Asset inventory	.
Virus and Malware Protection	.
Cisco Umbrella On Net and Off Net	.
Security Awareness Training –Web based	.
Windows Patching	.
3 rd Party Patching	.
<u>Unified Management of Servers & Networking Devices</u>	12
Availability Monitoring	.
Bandwidth Monitoring	.
Hardware Monitoring	.
Health Monitoring	.
Vendor Coordination	.
Asset inventory	.
Virus and Malware Protection	.
Windows Patching	.
<u>Helpdesk & Remote Support</u>	
7am-7pm Pacific Standard Time	.
<u>Onsite Engineering</u>	4 Hours/Month
Monthly Cost	\$4,505

All Covered Care Engagement Plan For San Mateo County Harbor District

TRANSITION PROCESS

- A kick-off meeting will be held to introduce the details of the Client support model and to officially begin the startup phase.
- Client's support team will include Service Delivery Engineers, their managers, an Account Manager, a Project Coordinator and a representative from Operations.
- The environment will be fully documented in an electronic guidebook, which will be available in the Client Portal.
- Remote monitoring is set up for key network elements by the All Covered Managed Services team. The All Covered Service Desk then monitors these network elements. The Service Desk operates 24 hours a day, staffed with All Covered employees, and performs round-the-clock monitoring of critical devices and applications with alarm conditions being validated, remediated and escalated to Client's service delivery team as needed.
- Support is available to Client starting on the Effective Date of the Schedule of Services. Urgent needs are communicated by calling the All Covered Service Desk.

ONGOING SUPPORT

- Client will be assigned a member of All Covered's account management team who will manage Client's overall relationship with All Covered, including discussing Client's strategic IT needs, scheduling review meetings and bringing together the team to build and refresh the technology plan for your organization.
- The All Covered team will manage the network, servers, computers and technology infrastructure based on a comprehensive support plan.
- Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations.
- End user problems are addressed promptly and the systems are monitored continuously to ensure rapid response to emerging issues.
- All Covered manages escalations to Client's telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, All Covered will act as support-liaison for Client to initiate a support call to Line of Business or Application support provider and request support on behalf of Client and direct vendor support provider to work directly with Client to resolve issue.

SERVICE DEFINITIONS

All Covered implements the ACC services according to the following definitions. Actual services to be delivered to Client are identified in the Schedule of Services below.

Detailed descriptions of each service can be found in the Statements of Service at:

<https://services.allcovered.com/servermgmt>,

<https://services.allcovered.com/networkdevicemgmt>, and

<https://services.allcovered.com/mgdbackup>

The Service definitions and details contained within the Statements of Service represent a portion of All Covered's Service Catalog. The information contained in each Statement of Service is comprehensive and contains details about all Service Elements within a Service. Not all Service Element information in each Statement of Service applies to every client environment. Statements of Service may change over time, as processes and technologies evolve, and the links to each will be updated as that occurs. Clients will be notified if a change is planned to a Service Element that is part of their contracted services.

Server Management

Asset Discovery & Reporting	Secure Remote Access
Availability Monitoring	Security Patch Management
Event Log Monitoring	Server Endpoint Security
Hardware Monitoring	Vendor Coordination
Remediation	

Network Device Management

Availability Monitoring	Configuration Backups
Uptime Monitoring	Health Monitoring
Bandwidth Monitoring	Vendor Coordination
Hardware Monitoring	Remediation
Layer 1 & 2 Devices or Layer 3 & 4 Devices	

Application Monitoring

Server Management Service PLUS	Exchange
Synthetic Transaction Monitoring	SharePoint
Performance Monitoring	IIS\AD
Database Monitoring	Standard Databases (SQL, Oracle)
Remediation	

Storage Device Monitoring

Availability Monitoring	Performance Monitoring
Health Monitoring	Hardware Monitoring
Remediation	

End User Computers

- Inventory of computer hardware, software and network devices.
- Support for connectivity to servers, printers and the Internet.
- Supported Workstation Operating Systems
 - Automatic deployment of Microsoft patches as approved via All Covered's desktop patch policy.
 - Management and updates of included virus and malware protection software.
 - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

Remote Offices and Workers

- Provide support for remote office connectivity at the locations stated in Client's Schedule of Services. All network hardware, (firewalls, routers, switches, wireless access points,

etc.) must be protected with Network Device Management. Additional charges may be incurred for providing on-site services to remote locations and users.

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.
- Establish network printers and provide user access to these printers.

Hosted Email Filtering

- Filtering of suspected spam and viruses
- Web portal for user review of filtered and quarantined items

User Resources

- Create, modify and delete as requested by Client: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

Data Backup

- Monitor and support automated backup of data. This backup routine will be configured and scheduled as determined by Client and All Covered's Engineering Team.

SERVICES NOT INCLUDED

- Services not specifically defined in this agreement are excluded from it, such as, but not limited to the following. These services may be available as separately billed projects.
 - Programming and Line of business application support
 - Software and hardware upgrades, cabling
 - Home or private network troubleshooting
 - Audio/visual support (projectors, TVs, etc.)
 - New application, computer, or peripheral installations
- All Covered does not provide hardware repair and recommends Client uses warranty or vendor repair services.

SYSTEM REQUIREMENTS

The full and effective operation of All Covered's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for All Covered to resolve issues promptly.

- Servers:
 - Servers must be from a major brand (Dell, Cisco, HP, IBM, Lenovo, etc.)
 - Servers must be under current manufacturer hardware warranty or manufacturer hardware maintenance contract
 - Servers must have an appropriate amount of memory for the applications to function properly
 - Hardware Management Cards for servers must be installed and licensed fully
 - Servers must be connected to a managed/smart UPS backup
- Firewall:
 - Firewalls must be from a major brand (Cisco, Fortinet, SonicWall, etc.)
 - Firewalls must be a current/supported model
 - Firewalls must be under manufacturer warranty
 - Firewalls must have relevant support contracts
 - Firewalls must have a static public IP address
- Support will not be provided for any operating system, application, or device that is beyond the manufacturer's published End of Support date.
- All systems must be backed up using an All Covered managed, or industry-standard backup solution.
- Ethernet cabling must be Category 5E or higher and be properly grounded and bonded.
- Suitable power surge protection must be installed for all critical systems.
- Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- All Client servers and computers must be covered under the Schedule of Services unless specifically agreed to therein.

CLIENT REQUIREMENTS

Client agrees to:

- Implement safe browsing and safe email procedures and best practices. No anti-virus solution is foolproof and Client's systems are not guaranteed to be 100% virus free by using any anti-virus solution.
- Provide remote access to all supported devices to allow technical issues to be resolved.
- Notify All Covered via Service Ticket twenty-four (24) hours or more prior to any significant proposed device changes for non-system down issues to allow All Covered to review prior to any changes occurring.

- Own genuine user or device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- Own valid maintenance contracts for all software and devices and to designate All Covered as an authorized agent of Client under those contracts.
- Maintain third party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to maintain expertise internally by Client's staff.
- Designate a primary point of contact or contacts to interact with the Help Desk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks.
- Plan for the upgrade of any device, operating system or application that is scheduled to become end-of-support by its manufacturer; whether or not covered under the Schedule of Services.

SERVICE LEVEL OBJECTIVES

All Covered will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond All Covered's control including:

- Defects and malfunctions of devices, operating systems or applications;
- Client changes to devices, operating systems or applications;
- Reprioritization of tasks by Client;
- Problems resulting from actions or inactions of Client contrary to All Covered's reasonable recommendations; and
- Loss of power or Internet connectivity.

SUPPORT RESPONSE PROCESSES

For each selected service, All Covered will perform reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in All Covered's systems will be used to track and document each service level incident.

Clients may request support by phone, e-mail or the All Covered Client portal. The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.
- Portal: Used to report non-critical incidents that do not require immediate attention. Incidents submitted through Client portal are assigned to an engineer within one business day.

Remote Support Center target time to answer new calls 24 hours a day is within 2 minutes.

Remote Monitoring (RMON)

All Covered's RMON Team is the early warning system for Client's IT network. RMON technicians supervise Client's remote monitoring system for alerts that indicate trouble with servers, routers, switches, firewalls, and applications. If a problem is detected, technicians will assess the problem, and perform basic troubleshooting.



SCHEDULE OF SERVICES FOR ALL COVERED CARE

Effective Date: January 1, 2020

Supported Locations: 4: San Mateo

Unified Management for the following environment:

Computers: 50, including:

- Asset inventory;
- Virus and Malware Protection;
- Cisco Umbrella Off Net;
- Security Awareness Training;
- Windows Patching;

Users: 50, including:

- Hosted Email Protection;

Client Owned Servers:

- Physical, not hosting virtual servers: 6
- Virtual Servers: 1

Servers: SMCHD-DC, SMCHD-AP, SMCHD-FS, SMCHD-ARC, SMCHD-OPM-TM, SMCHD-PPH-TMP , FB-RDP

Server Management Service:

- Endpoint Security;
- Availability Monitoring;
- Hardware Monitoring;
- Health Monitoring;
- Event Log Monitoring;

Client Owned Network Devices:

- Type 3 & 4 network devices+: 6

Network Device Management:

- Availability Monitoring;
- Bandwidth Monitoring;
- Device Configuration Backups;
- Hardware Monitoring;
- Health Monitoring;
- Vendor Coordination;

+ Type 3 & 4 Devices incur additional service fees

Help Desk and Remote Support

50 Users

Standard Hours for Help Desk and Remote Support are Monday through Friday, 7:00 a.m. to 7:00 p.m. local time, excluding public holidays.

See www.allcovered.com/holidays for a list of public holidays observed by All Covered.

During Standard Help Desk and Remote Support Hours

- Included in Monthly Fee

Outside of Standard Help Desk and Remote Support Hours

- \$230 per hour, in 15 minute increments

On-site Support

Standard Hours for On-Site Support are Monday through Friday, 8:00 a.m. to 6:00 p.m. local time, excluding public holidays.

During Standard On-Site Support Hours

- \$155 per hour for covered incidents and \$155 per hour for customer requested on-site support. In both cases, 15 minute increments apply, with a minimum two hours, plus round trip travel time.

Outside of Standard On-Site Support Hours

- \$230 per hour for covered incidents and \$230 per hour for customer requested on-site support. In both cases, 15 minute increments apply, with a minimum two hours, plus round trip travel time.

Labor rates for project work may differ from these rates based on the nature of the work.

All Covered Security

- Managed Vulnerability Scan Service for up to 6 External IP addresses

On-site support - One on-site visit of up to 4 hours every month

- Scheduled support visit
 - Agreed to tasks

Included Services

- Guidebook documentation; Itemized monthly billing; Secure Client Portal;
- Management of escalations to telecommunications and software providers;
- Procurement Services; Assistance with hardware & software purchasing;
- Leasing and Finance Programs available.

Monthly Fee of: \$4,505

Total One-Time Setup Fee of: \$1,323

- All prices are exclusive of any applicable sales or use taxes, and shipping costs.
- Fee assumes that Client equipment is under manufacturer warranty or maintenance contract.
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow All Covered's reasonable security recommendations.

Additional Fee Details:

- Monthly support fee for each additional computer: \$89

- Monthly support fee for each additional server: \$169 + \$126 One-time Service Setup Fee
- Monthly support fee for each additional network device (Type 1 & 2): \$42 + \$42 One-time Service Setup Fee
- Monthly support fee for each additional network device (Type 3 & 4): \$74 + \$74 One-time Service Setup Fee
- The support fee for additions may change if the supported environment changes significantly.
- Remote work beyond scope of this Schedule: \$155 per hour between 7 a.m. and 7 p.m., local time, Mon-Fri; \$230 outside of these hours & on public holidays.

Transition Process

Transition Fee of: \$3,182

All Covered will provide transition support services upon Client's execution of this Schedule of Services, as Client's environment is documented, monitoring systems are deployed and Client specific support procedures are put in the place, and said services shall be subject to the Terms and Conditions of Service set forth below.

The transition process includes the following:

- **Presentation of All Covered support procedures including Client Portal training**
- **Preparation of Guidebook**
 - Gaining access to the environment.
 - Network, computer and device inventory.
 - Agreement and expectations around escalation paths and processes.
 - Documenting support windows.
 - Establishing and programming of remote monitoring thresholds.
- **Infrastructure inspection**
 - Information technology assets.
 - Network Security.
- **Set-up**
 - Email spam control and antivirus as required.
 - Installation of any backup devices and remote monitoring agents.

TERMS AND CONDITIONS OF SERVICE

1. Term and Termination: (a) The initial term of this Schedule of Services ("Schedule") shall commence on the Effective Date and terminate after one (1) year ("Initial Term"). This Schedule shall automatically renew for successive terms of one (1) year (each a "Renewal Term") unless either party gives notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. (b) If the Schedule is terminated prior to the end of the Initial Term, or any Renewal Term, due to Client's non-payment of fees or cancellation of services for any reason other than for cause, Client agrees to pay a lump sum termination fee equal to the monthly fee multiplied by the number of months remaining for the term. (c) Either party may terminate this Schedule for cause if the other party fails to cure a material breach of any obligation set forth herein within thirty (30) days of written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of such remedy shall be without prejudice to any other available legal or equitable remedies. Sections 3(b) (Warranty Disclaimer), 4 (Liquidated Damages), 5 (Limitation of Liability), 6 (Confidential and Proprietary Information) and 7-13 (general terms) shall survive any expiration or termination of this Schedule.

2. Fees and Payment: (a) Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. All Covered may invoice in advance for any recurring service. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. (b) All Covered reserves the right to equitably adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by Client changes. In addition, All Covered reserves the right to increase its fees upon expiration of the Initial Term and any Renewal Term. All Covered shall provide at least thirty (30) days prior notice of any fee increases. All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then-current hourly rate for contracted clients.

3. Limited Warranty: (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any warranty claim shall be for All Covered to re-perform any deficient services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. All Covered shall have no obligation with respect to a warranty claim (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. (b) THIS SECTION 3 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY ALL COVERED HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

4. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party hires (whether as an employee, independent contractor or otherwise) any employee of the other party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

5. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

6. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the applicable Schedule. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

7. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

8. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that All Covered may retain qualified third-party subcontractors to provide some of the services set forth in the Schedule without Client's prior consent. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

9. Disputes; Governing Law; Arbitration; Attorney's Fees: New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding arbitration by JAMS, Inc. in Bergen County, New Jersey in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

10. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

11. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Schedule shall continue in full force and effect.

12. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13. Notices: Any notice or communication required or permitted to be given under this Schedule shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) by electronic mail to primary point of contact; or (iii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iv) one day after it is sent if by next day delivery by a major commercial delivery service.

14. Counterparts: This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

By executing this Schedule of Services, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

Client: SAN MATEO COUNTY HARBOR DISTRICT

Signature:

Name:

Title:

Date:

All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc.

Signature:

Name:

Title:

Date:

SAMPLE

Technology Business Plan



IT Services



Agenda

Strategic Network Assessment Findings IT Review

Current IT Status

Open Items

IT Initiatives and Recommendations

Budget Summary & Timeline



Use of Technology

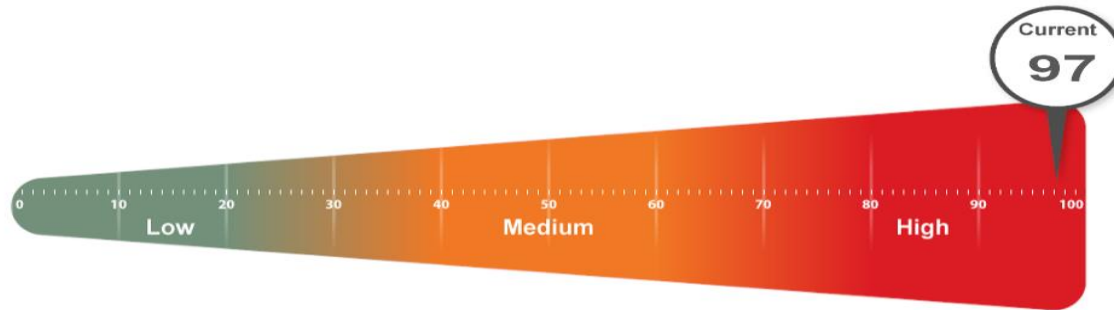
- *Office 365*
 - *Core ERP*
 - *VMware*
 - *PAN*
 - *Barracuda*
 - *AutoCAD*
 - *SketchUp*
 - *AppRiver spam filtering*
 - *Aerohive – Wi-Fi*
 - *Comcast EDI*
 - *Windows 2003/2008/2012*
 - *Quest backup*
 - *Cisco Switches*
 - *WiLine*
 - *ESET Anti-virus*
 - *Windows 10 Pro*
 - *20-20*
 - *SysAid ticket tracking*
-



Network Assessment Findings

Risk Score

The Risk Score is a value from 1 to 100, where 100 represents significant risk and potential issues. The score is risk associated with the highest risk issue.



Several critical issues were identified. Identified issues should be investigated and addressed according to the Management Plan.



Network Risks Plan

High Risk

Risk Score	Recommendation	Severity	Probability
97	Upgrade or replace computers with operating systems that are no longer supported. <input type="checkbox"/> INSIDE-FILESERV / [REDACTED] Windows Server 2003	H	H
94	Assure that anti-spyware is deployed to all possible endpoints in order to prevent both security and productivity issues. <input type="checkbox"/> INSIDE-BACKUP / [REDACTED] Windows Server 2012 R2 Standard <input type="checkbox"/> INSIDE-VCENTER / [REDACTED] Windows Server 2012 R2 Standard <input type="checkbox"/> INSIDE-EX1 / [REDACTED] Windows Server 2008 R2 Standard <input type="checkbox"/> YOUNG-SF-R710 / [REDACTED] Windows Server 2012 R2 Standard <input type="checkbox"/> YOUNG-BACKUP / [REDACTED] Windows Server 2012 R2 Standard <input type="checkbox"/> ISY-FS / [REDACTED] Windows Server 2012 R2 Standard <input type="checkbox"/> IT-TEST / [REDACTED] Windows Server 2012 R2 Standard	H	H



Network Risks Cont.

94

To prevent both security and productivity issues, we strongly recommend ensuring that anti-virus is deployed to all possible endpoints.

H

H

- ☐ INSIDE-BACKUP / [REDACTED] / Windows Server 2012 R2 Standard
- ☐ INSIDE-FS1 / :: [REDACTED] 192.168.168.10 / Windows Server 2008 R2 Standard
- ☐ INSIDE-VCENTER [REDACTED] / Windows Server 2012 R2 Standard
- ☐ INSIDE-EX1 / [REDACTED] Windows Server 2008 R2 Standard
- ☐ YOUNG-SF-R71 [REDACTED] / Windows Server 2012 R2 Standard
- ☐ YOUNG-BACKUP [REDACTED] / Windows Server 2012 R2 Standard
- ☐ ISY-FS / [REDACTED] / Windows Server 2012 R2 Standard
- ☐ IT-TEST / [REDACTED] Windows Server 2012 R2 Standard

88

Investigate all offline Domain Controllers and determine if they need to be properly un-joined from the domain or if they should be brought back online.

H

H

- ☐ INSIDE-FILESE [REDACTED] CE.COM
- ☐ NW-FS.INSIDE [REDACTED]
- ☐ NY-FS.IN [REDACTED] OM
- ☐ SEA-FS.INS [REDACTED] OM
- ☐ SJ-FS.INSIDE [REDACTED] OM
- ☐ YOUNG-BACKUP [REDACTED] CE.COM
- ☐ YOUNG-SF-R71 [REDACTED] CE.COM



Overall Issue Score:

User password set to never expire

Issue: User accounts with passwords set to never expire present a risk of use by unauthorized users. They are more easily compromised than passwords that are routinely changed.

Recommendation: Investigate all accounts with passwords set to never expire and configure them to expire regularly.

User has not logged on to domain 30 days

Issue: Users that have not logged in in 30 days could be from A user that has not logged in for an extended period of time could be a former employee or vendor.

Recommendation: Disable or remove user accounts for users that have not logged on to active directory in 30 days.

Anti-virus not installed

Issue: Anti-virus software was not detected on some computers. Without adequate anti-virus and anti-spyware protection on all workstations and servers, the risk of acquiring malicious software is significant.

Recommendation: To prevent both security and productivity issues, we strongly recommend ensuring that anti-virus is deployed to all possible endpoints.

Operating system in Extended Support

Issue: Computers have not checked in during the past 30 days

Recommendation: Investigate the list of inactive computers and determine if they should be removed from Active Directory, rejoined to the network, or powered on.



Insecure listening ports

Issue: Computers are to be using potentially insecure protocols.

Recommendation: There may be a legitimate business need, but these risks should be assessed individually. Certain protocols are inherently insecure since they often lack encryption. Inside the network, their use should be minimized as much as possible to prevent the spread of malicious software. Of course, there can be reasons these services are needed and other means to protect systems which listen on those ports. We recommend reviewing the programs listening on the network to ensure their necessity and security.

Anti-spyware not installed

Issue: Anti-spyware software was not detected on some computers. Without adequate anti-virus and anti-spyware protection on all workstations and servers, the risk of acquiring malicious software is significant.

Recommendation: Assure that anti-spyware is deployed to all possible endpoints in order to prevent both security and productivity issues.

Offline Domain Controller

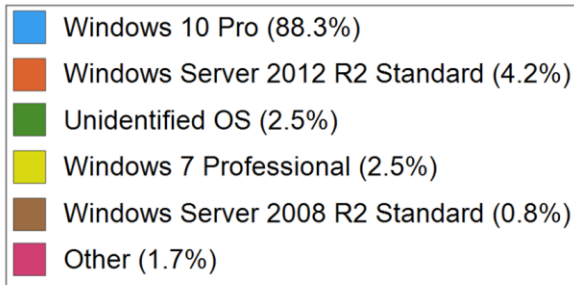
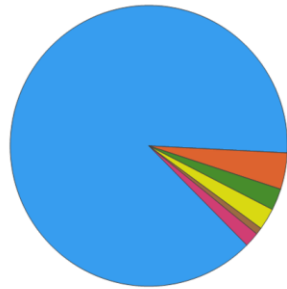
Issue: One or more offline Domain Controller were found. This could either be an indication of an error caused by an improperly de-commissioned Domain Controller or a fail-over condition that should be remediated.

Recommendation: Upgrade computers that have operating systems in Extended Support before end of life.

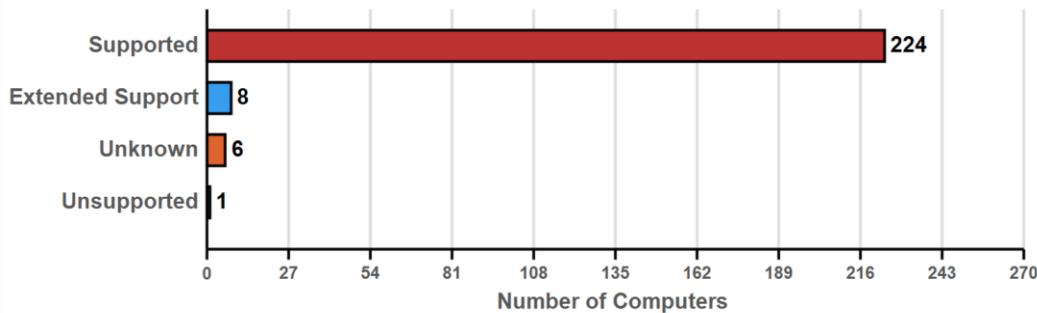


Environment - Overview

Active Computers by Operating System
(239)



Operating System Support

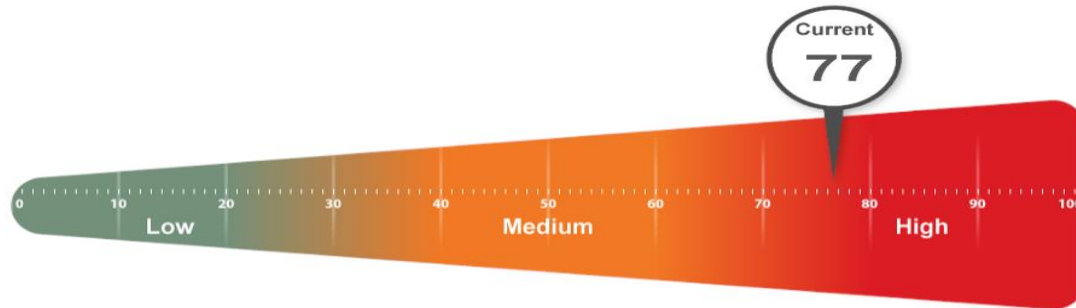


Domain	
Domain Controllers	8
Number of Organizational Units	37
Users	
# Enabled	333
Last Login within 30 days	217
Last Login older than 30 days	116
# Disabled	72
Last Login within 30 days	0
Last Login older than 30 days	72
Security Group	
Groups with Users	147
# Total Groups	208
Computers in Domain	
Total Computers	296
Last Login within 30 days	239
Last Login older than 30 days	57

Security Risk Score

Risk Score

The Risk Score is a value from 1 to 100, where 100 represents significant risk and potential issues. The score is risk associated with the highest risk issue.



Several critical issues were identified. Identified issues should be investigated and addressed according to the Management Plan.

Security Risks Plan

High Risk

Risk Score	Recommendation	Severity	Probability
77	Enable account lockout for all users.	H	H
75	Enable enforcement of password length to 8 more characters.	H	M
75	Enable password complexity to assure domain account passwords are secure.	H	H
72	Increase password history to remember at least six passwords.	H	H
72	Enable automatic screen lock on the specified computers. <input type="checkbox"/> INSIDE-FS1	M	M

Medium Risk

Risk Score	Recommendation	Severity	Probability
70	Modify the maximum password age to be 90 days or less.	H	L
62	Put access controls in place to block websites that violate the company's Internet use policy.	M	M



Password Policy

Policy	Setting
Enforce password history	1 passwords remembered
Maximum password age	360 days
Minimum password age	0 days
Minimum password length	0 characters
Password must meet complexity requirements	Disabled
Policy	Setting
Account lockout duration	Not Applicable
Account lockout threshold	Disabled

Account lockout disabled

Issue: Account lockout (disabling an account after a number of failed attempts) significantly reduces the risk of an attacker acquiring a password through a brute force attack.

Recommendation: Enable account lockout for all users.

Passwords less than 8 characters allowed

Issue: Passwords are not required to be 8 or more characters, allowing users to pick extremely short passwords which are vulnerable to brute force attacks.

Recommendation: Enable enforcement of password length to 8 more characters.

Password complexity not enabled

Issue: Enforcing password complexity limits the ability of an attacker to acquire a password through brute force.

Recommendation: Enable password complexity to assure domain account passwords are secure.



Password history not remembered for at least six passwords

Issue: Short password histories allow users to rotate through a known set of passwords, thus reducing the effectiveness of a good password management policy.

Recommendation: Increase password history to remember at least six passwords.

Automatic screen lock not turned on

Issue: Automatic screen lock prevents unauthorized access when users leave their computers. Having no screen lock enabled allows unauthorized access to network resources.

Recommendation: Enable automatic screen lock on the specified computers.

Maximum password age greater than 90 days

Issue: Passwords that are not changed regularly are more vulnerable to attack and unauthorized use. Minimizing the allowed password age greatly reduces the window of time that a lost or stolen password poses a threat.

Recommendation: Modify the maximum password age to be 90 days or less.

Lack of web filtering

Issue: Access to all websites appears to be unrestricted. This issue does not imply that any particular user is currently accessing restricted sites, but rather that they can. Controlling access to the Internet and websites may help reduce risks related to security, legal, and productivity concerns. Lack of adequate content management filtering to block restricted sites may lead to increased network risk and business liability.

Recommendation: Put access controls in place to block websites that violate the company's Internet use policy.



Internet Speed Test

Sampled speed from San Carlos office - Comcast EDI (Ethernet Dedicated Internet) symmetric business service designed for a dedicated connection between the LAN and for public internet.

Upload Speed: 29.69 Mb/s



Download Speed: 42.86 Mb/s



External Vulnerability Assessment

PAN PA-500 Firewall in [REDACTED]



Medium (CVSS: 5)

NVT: SSL/TLS: Report Vulnerable Cipher Suites for HTTPS (OID: 1.3.6.1.4.1.25623.1.0.108031)

443/tcp (https)

Summary

This routine reports all SSL/TLS cipher suites accepted by a service where attack vectors exist only on HTTPS services.

Vulnerability Detection Result

'Vulnerable' cipher suites accepted by this service via the TLSv1.0 protocol:

TLS_RSA_WITH_3DES_EDE_CBC_SHA (SWEET32) 'Vulnerable' cipher suites accepted by this service via the

TLSv1.1 protocol: TLS_RSA_WITH_3DES_EDE_CBC_SHA (SWEET32) 'Vulnerable' cipher suites accepted by

this service via the TLSv1.2 protocol: TLS_[REDACTED]_EDE_CBC_SHA (SWEET32)

Solution

The configuration of this service should be changed so that it does not accept the listed cipher suites anymore. Please see the references for more resources supporting you with this task.

Vulnerability Insight

These rules are applied for the evaluation of the vulnerable cipher suites: - 64-bit block cipher 3DES vulnerable to the SWEET32 attack (CVE-2016-2183).

Vulnerability Detection Method

Details: SSL/TLS: Report Vulnerable Cipher Suites for HTTPS (OID: 1.3.6.1.4.1.25623.1.0.108031) Version used: \$Revision: 5232 \$

References

<https://bettercrypto.org/>, <https://mozilla.github.io/ssl-side-tls/ssl-config-generator/>, <https://sweet32.info/>




External Vulnerability Assessment

Host Issue Summary

Host	Open Ports	High	Med	Low	False	Highest CVSS
50.224.204.139	3	0	2	1	0	4.0

Listening Ports

Port
443/tcp (https), 691/tcp, 450/tcp
<div>  Medium (CVSS: 4) NVT: SSL/TLS: Certificate Signed Using A Weak Signature Algorithm <div></div> </div> <div>443/tcp (https)</div>

Summary

The remote service is using a SSL/TLS certificate chain that has been signed using a cryptographically weak hashing algorithm.

Vulnerability Detection Result

The following certificates are part of the certificate chain but using insecure signature algorithms: Subject: L=Campbell,ST=CA,CN=Barracuda Firewall X300,O=Barracuda Networks\, Inc,C=US Signature Algorithm: sha1WithRSAEncryption

Solution

Servers that use SSL/TLS certificates signed using an SHA-1 signature will need to obtain new SHA-2 signed SSL/TLS certificates to avoid these web browser SSL/TLS certificate warnings.

Vulnerability Insight

Secure Hash Algorithm 1 (SHA-1) is considered cryptographically weak and not secure enough for ongoing use. Beginning as late as January 2017 and as early as June 2016, browser developers such as Microsoft and Google will begin warning users when users visit web sites that use SHA-1 signed Secure Socket Layer (SSL) certificates.

Vulnerability Detection Method

Check which algorithm was used to sign the remote SSL/TLS Certificate. Details: SSL/TLS: Certificate Signed Using A Weak Signature Algorithm (OID: 1.3.6.1.5.5.7.1.1.20020.1.0.100000) Version used: \$Revision: 4781 \$

References

<https://blog.mozilla.org/security/2014/09/23/phasing-out-certificates-with-sha-1-based-signature-algorithms/>



External Vulnerability Assessment



Medium (CVSS: 4)

NVT: SSL/TLS: Diffie-Hellman Key Exchange Insufficient DH Group Strength Vulnerability (OID: 1.3.6.1.4.1.25623.1.0.106223)

443/tcp (https)

Summary

The SSL/TLS service uses Diffie-Hellman groups with insufficient strength (key size < 2048).

Vulnerability Detection Result

Server Temporary Key Size: 1024 bits

Impact

An attacker might be able to decrypt the SSL/TLS communication offline.

Solution

Deploy (Ephemeral) Elliptic-Curve Diffie-Hellman (ECDHE) or use a 2048-bit or stronger Diffie-Hellman group. (see <https://weakdh.org/sysadmin.html>). For Apache Web Servers: Beginning with version 2.4.7, mod_ssl will use DH parameters which include primes with lengths of more than 1024 bits.

Vulnerability Insight

The Diffie-Hellman group are some big numbers that are used as base for the DH computations. They can be, and often are, fixed. The security of the final secret depends on the size of these parameters. It was found that 512 and 768 bits to be weak, 1024 bits to be breakable by really powerful attackers like governments.

Vulnerability Detection Method

Checks the DHE temporary public key size. Details: SSL/TLS: Diffie-Hellman Key Exchange Insufficient DH Group Strength Vulnerab... (OID: 1.3.6.1.4.1.25623.1.0.106223) Version used: \$Revision: 6114 \$

References

<https://weakdh.org/> 



OPEN TECHNICAL ITEMS



Open Technical Items

OPEN ITEMS / RECENT ISSUES

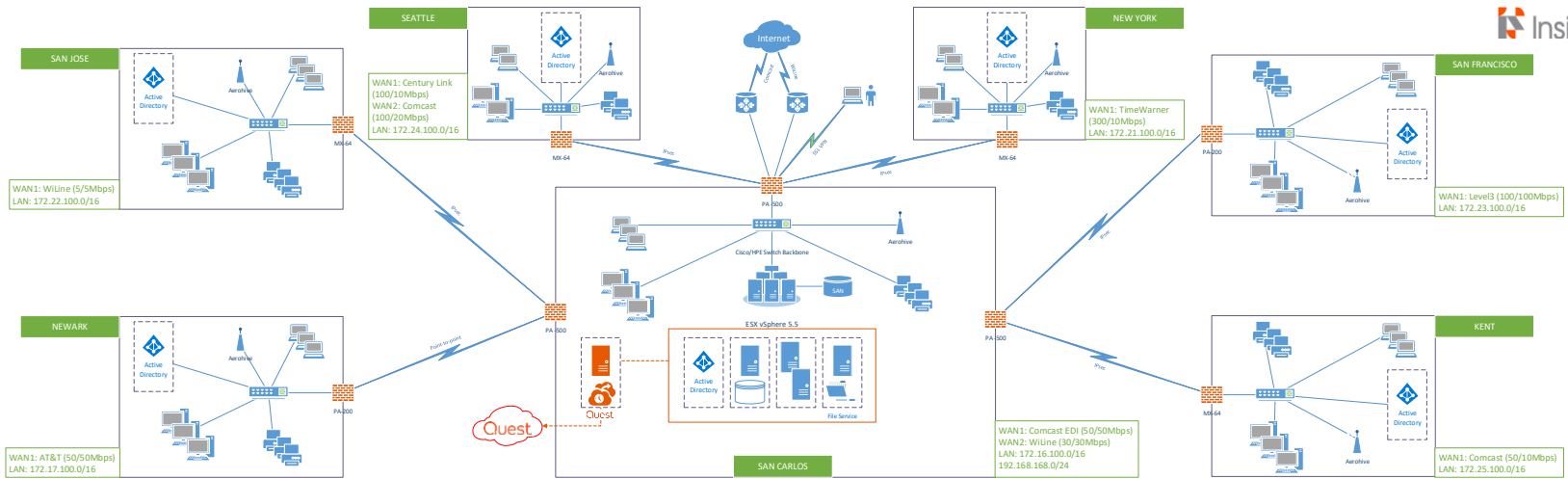
ITEMS	DESCRIPTION
1. CORE	<i>Core Business System develops this ERP solution which is industry-specific and maintained by a small company in AWS. Support is inconsistent and initiated through email.</i>
2. Active Directory	<i>Subnets for officers not defined in AD Domains and Services, and replication default is 60 minutes for sites, slow replication for password changes and other updates.</i>
3. Servers	<i>Patching for servers is performed manually, Windows activation is missing on some servers, reboots need to occur from patches applied.</i>
4. ISP	<i>Comcast EDI 50/50 Mbps w/ WiLine 30/30 Mbps for as the backup ISP. Slowdowns occur with access to various sites.</i>
5. Documentation	<i>Combination of a spreadsheet and KeePass (password db software) maintain key services and other IT info. No Disaster Recovery or other documents, reports, etc.</i>
6. SysAid	<i>Ticketing system for IT issues. Request for reporting and more information from it to make business decisions.</i>



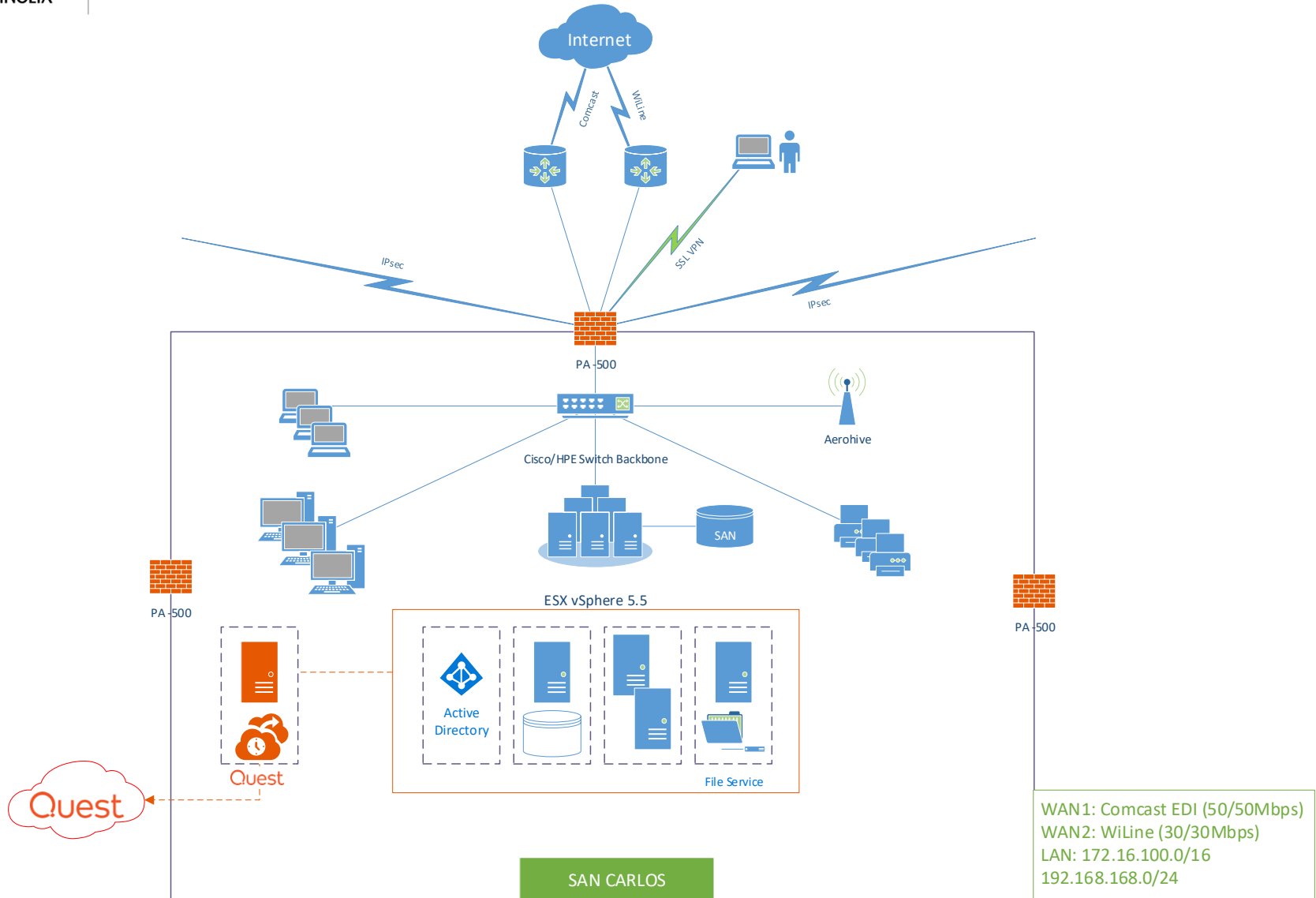
CURRENT IT STATUS



Current Network



San Carlos Network

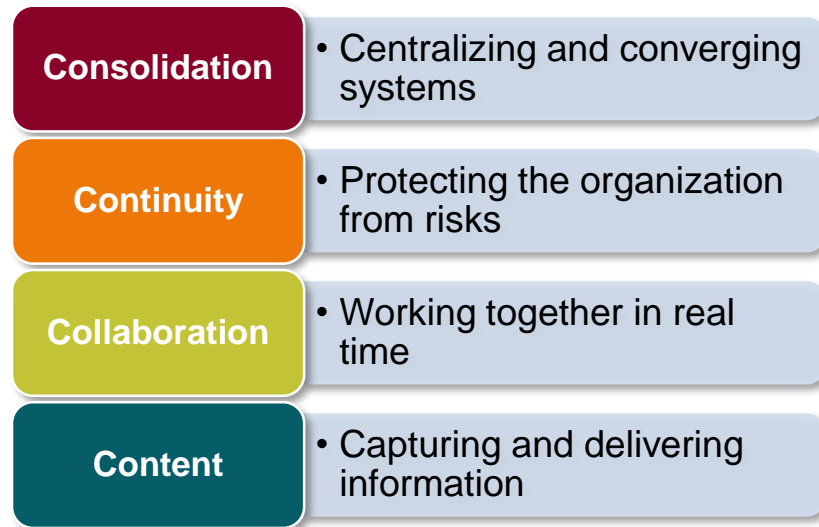


TECHNOLOGY INITIATIVES & RECOMMENDATIONS



All Covered's Strategic IT Management Approach

All Covered's **Strategic IT Management Approach** is built on four key areas:



Referred to as the **4Cs**, each area is a critical dimension for constructing a successful IT plan that aligns to objectives and creates a highly-productive work environment. Each **4C** area pivots around ensuring the most cost-effective and reliable way to deploy an effective and secure technology platform. All Covered also works with you to understand your organization's key goals and to assess the current technology environment mapped to each **4C** area.

Recommended Technology Initiatives

Inside Source IT INITIATIVES

<i>OBJECTIVE</i>	<i>TECHNOLOGY SOLUTION</i>	<i>PRIORITY</i>
<i>WAN and SD-WAN</i>	<i>Improve internet connectivity and optimize cloud services and applications.</i>	MEDIUM
<i>Server Environment</i>	<i>Eliminate server security risks and unify configuration and management elements for Consolidate servers and upgrade to latest Windows Server 2016.</i>	HIGH
<i>Network</i>	<i>Maintain consistent network architecture and vendor support segregate traffic with layer 3/2 configuration.</i>	HIGH
<i>Active Directory Cleanup</i>	<i>Cleanup older accounts, password policy lapses and expiration. Configure syncing between sites to meet a more fast paced demand.</i>	HIGH
<i>Cloud Backup Domain Controller</i>	<i>Deploy more accessible backup Active Directory controller to allow accounts services to be more readily available should loss to the main site occur, experience slow sync and more.</i>	MEDIUM
<i>Improve Corporate Security Posture</i>	<i>Several security-related IT elements are addressed from mobile, Disaster Recovery, security testing and more.</i>	HIGH
<i>Mobile Device Management</i>	<i>Prevent leakage of corporate data with rapid rise in employees and consultants. Ability to enforce security policies or wipe data from lost/stolen devices as warranted.</i>	MEDIUM
<i>Patch Management</i>	<i>Prevent security bugs and flaws from causing issues, ensure all systems contacting the network are up-to-date.</i>	MEDIUM



CORE ERP and SysAid

RECOMMENDATION

SOLUTION	DETAILS
CORE ERP	<i>CORE ERP is a smaller software package from CORE Business System (http://corebusinesssystem.com/) Support is through email, hard to reach, and the system is slow at times with a steep learning curve.</i>
SysAid Ticketing	<i>SysAid provides all IT tickets and Inside Source IT manages tickets from this system</i>
AC Recommendation:	<p><i>Review Support levels for CORE ERP. Ensure the correct support level is selected.</i></p> <p><i>All Covered can help to 1) review competing software products NetSuite, etc. or 2) engage our AppDev team to design and manage a custom database application, adapting it to your growth.</i></p> <p><i>SysAid ticketing has over 20 report options within it. Those reports can be selected to view ticket status, work done, ticket volume over a period of time and more.</i></p>



WAN and SD-WAN

RECOMMENDATION

SOLUTION	DETAILS
ISP Upgrade / ISP Failover	<p>Inside Source currently uses Comcast EDI (Ethernet Dedicated Internet) symmetric internet service 50/50MB circuit for over 80 users and WiLine 30/30MB as a failover internet connection in place. During our network assessment, we found the speed was low. Due to the amount of backup job data sets, this could saturate the line and create longer backup times for the backup jobs to complete</p> <p>Existing Comcast EDI appears to be setup to optimize network connectivity between offices yet other offices are not optimized to work in the same way with the disparate ISP's in the other offices.</p>
AC Recommendation:	<p>AC recommends adding a new ISP provider as primary Internet connection with an SLA to improve bandwidth performance and stability. All Covered can provide ISP options to Inside Source leveraging All Covered's ISP Broker relationships for primary ISP services. In addition, the current Comcast ISP would become the new backup ISP saving costs on using WiLine service.</p> <p>In addition we recommend reviewing an SD-WAN implementation between San Carlos and other key offices to bring application acceleration, increase internet performance and manage services. All Covered would work with SD-WAN vendors to put together a separate proposal.</p>

Implementation Fees	Recurring Costs	One Time Fee
AT&T Fiber ~ 100MB or 250MB Dedicated Speed	\$960 - \$1460 - Monthly	TBD
Estimated Labor for Implementation		TBD
ESTIMATED TOTAL	\$960 - \$1460 - Monthly	TBD
Backup ISP ~ Current Comcast EDI	TBD	TBD
Discontinue WiLine Service	TBD	



Server Environment

RECOMMENDATION

SOLUTION	DETAILS
Upgrades and Consolidation	<p>During our network assessment we learned there are a couple of servers online that need to be decommissioned, and we found one key file server running Windows Server 2003. Others running Windows Server 2008 to 2012. The domain and forest level are set for older compatibility for Windows Server 2003, and configurations between the other DC servers are inconsistent. As it stands with Microsoft, extended support for Windows Server 2003 ended January 13th, 2015 and mainstream support for Windows Server 2008 ended January 13th, 2015.</p>
AC Recommendation:	<ul style="list-style-type: none"> • Consolidate servers and functions • Decommission servers no longer needed. • Recommend to upgrade Windows 2003, 2008, and 2012 servers to Windows 2016 where applicable. ~ This is dependent on LOB applications and legacy applications • Upgrade domain level to Windows Server 2016 on DC servers • Active Directory configuration and user cleanup. ~ Refer to AD Cleanup Initiative <p>Note: Dell server warranty info was requested to verify. Possibility some servers are older that will need replacement. This will need to be verified and checked into further.</p>
Consolidate Server Upgrades	<u>Recurring Costs</u> <u>On Time Fee</u>
Software Upgrades ~ Windows Server 2016 licensing <u>Breakdown:</u> 5 servers x Windows Server 2016 licensing up to 15 servers w/ 200 User CALs	\$8,800 - \$34,240
Estimated Labor for Implementation	\$2,700 - \$6,500
ESTIMATED TOTAL	\$11,500 - \$40,740



RECOMMENDATION

SOLUTION	DETAILS
Switch Upgrade and Maintenance	<p>Inside Source runs a mix Palo Alto Networks PA-200 and PA-500 firewalls as well as Meraki MX64 firewalls in several satellite offices. All of these models are still in production from their respective manufacturer even though they have been superseded by newer models. Wireless is provided by Aerohive WiFi units. All firewalls and wireless access points have existing support contracts per internal docs.</p> <p>Network switches are mostly Cisco Catalyst with a warranty listed as expiring Sep 2017. There are a small number of small business/other mfg. switches in other offices. It is best practice for security to have consistent business class switches that support layer 3/2 and VLANs.</p> <p>Business Objective:</p> <ul style="list-style-type: none"> • Add Cisco SmartNET support on existing switches. • Replace Cisco SG300-52MP-K9 and SRW2016-K9 switches. • Review network switch config and Aerohive WiFi for best practices • Allow for technology growth, improve operation flexibility and responsiveness • Improve network security and recovery time objectives (RTO)
AC Recommendation:	

Implementation Fees	Recurring Costs	One Time Fee
Cisco SmartNET for existing Switches (24/7, 4h response)	\$3,800 - Yearly	\$3,800
Cisco replacement switches	\$450-\$900 - Yearly	\$3990 - \$5,750
Estimated Labor for switch install, review and WiFi Review		\$1,800 - \$3,400
ESTIMATED TOTAL	\$4,250-\$4,700 - Yearly	\$9,590 - \$12,950



RECOMMENDATION

SOLUTION	DETAILS
Active Directory Cleanup	Inside Source has a rapidly growing network with many remote user and consultants. From scans it was found that disabled user accounts have accumulated, old computer entries in Active Directory, passwords set to never expire, password complexity turned off, and more.
AC Recommendation:	<p>AC recommends addressing the following issues with a n Active Directory cleanup:</p> <ul style="list-style-type: none"> • Setup password expiration and complexity. • Enable account lockout and screen lock. • Review and remove if necessary offline Domain Controllers. • Review Group Policies and remove unused GPO's. • Review old accounts and computers and properly remove without causing security issues, etc.

Implementation Fees	Recurring Costs	One Time Fee
Active Directory Clean Up		\$1,200 - \$2,500
ESTIMATED TOTAL		\$1,200 - \$2,500



Backup Cloud AD Server

RECOMMENDATION

SOLUTION	DETAILS
<i>Backup Cloud AD Server</i>	<i>Inside Source utilizes Office 365, and all Domain Controllers are spread across various offices. Synchronization and various other Active Directory settings are non-optimum for replication between many sites.</i>

AC Recommendation:

AC recommends a cloud-based backup Domain Controller accessible by the main site protected by firewall and backed up as well. This Domain Controller would be housed at All Covered's data center.

<i>Implementation Fees</i>	<i>Recurring Costs</i>	<i>One Time Fee</i>
<i>AC Cloud DC Server</i>	\$365 - \$545 Monthly	\$850 - \$1,200
<i>Migration costs – DC setup, subnets, etc.</i>		\$2,000 - \$3,500
ESTIMATED TOTAL	\$365 - \$545 – Monthly	\$2,850 - \$4,700



Improve Corporate Security Posture

RECOMMENDATION

SOLUTION

DETAILS

Security Prevention

During our assessment, we learned security prevention, IT security governance, and IT security policies across the Inside Source organization could be improved upon. During our interviews with Inside Source, the perception received not enough time, lack in resources, and project time needed overall needed for several projects.

Organizations today are centering their business around the ever growing security threats. By taking a proactive approach to security, it provides tremendous value for Inside Source to mitigate losses from a variety of user threats, cyber incidents, including data breaches, business interruption, and network damage. Investing in security and taking necessary measures such as IT Security Assessment and Penetration Testing, will help Inside Source reduce the number of successful cyber attacks and known threats by: (1) promoting the adoption of preventative measures; and (2) encouraging the implementation of best practices in their environment

AC Recommendation:

All Covered recommends the following solutions to improve corporate security posture.

- *External Security Risk Assessment / Pen Testing*
- *Vulnerability Scanning – Provides monthly scanning for devices and lists vulnerabilities as well as recommendations on how to remediate them*
- *Cisco Umbrella – Provides advanced web filtering protection for end users without the need of appliances*
- *Manage Online Threat Protection – Provides threat protection across the organization for every device*
- *Airwatch MDM - Solution to secure and manage mobile devices and incorporate BYOD policies for the organization*
- *Single Sign On - Services to manage Cloud SaaS services, on premise LOB applications and services, users and passwords into one secure central management solution. This will prevent user passwords and user accounts from being dispersed across multiple services and platforms*
- *Security Awareness Training – Provides ongoing education training campaigns to organizations on security, vulnerabilities, and how to adopt and prevent security threats*



Improve Corporate Security Posture

<i>Implementation Fees</i>	<i><u>Monthly Recurring</u></i>	<i><u>On Time Fee</u></i>
<i>Risk Assessment / Pen Testing (one site to seven sites)</i>		\$6,500 - \$29,500
<i>AirWatch MDM (200 users)</i>	\$1,400 - \$2,000 Monthly	\$6,500 - \$9,500
<i>Security Awareness Training (200 users)</i>	\$345 Monthly	\$1,400 - \$2,600
<i>IT Policy and DR Documentation</i>		\$4,500 - \$8,400
<i>Single Sign On ~ Okta (\$2x200)</i>	\$400 – Monthly	\$4,000 - \$5,500
<i>ESTIMATED TOTAL</i>	\$2,145 - \$2,745 – Monthly	\$19,300 - \$55,500



Patch Management

RECOMMENDATION

SOLUTION

DETAILS

Patch Management

Inside Source does not have a WSUS (Windows Server Update Services) server or other patch management system in place. Patches are applied manually and Windows 10 is deployed to "automate" patch deployment as Windows 10 has stricter update policies by default. Patch level is unknown with no visibility over computers or laptops. IT does not have visibility over remote users.

Business Objective:

- Patch automation to distribute to all machines on the network
- Patch remote systems – other offices, or employees on the road
- Streamline patching for multiple OSes (Windows, Mac, Linux)
- Third-party application patch: Acrobat, Flash, Java, multiple browsers, etc.
- Centralized control from a single interface

AC Recommendation:

Option 1: All Covered Care provides automated patch management for servers and computers. Remote monitoring for patches is available and Help Desk remediates issues. Note: third party software patching is not available.

Option 2: Third party software patching system that will meet the above business objectives that have been outlined above. 100 and 200 user pricing is detailed below, respectively.

Implementation Fees	Recurring Costs	One Time Fee
Shavlik / Invanti software	\$880 - \$1808 Yearly	\$4,700 - \$8,900
Estimated Labor for Implementation		\$3,500 - \$5,500
ESTIMATED TOTAL	\$880 - \$1808 Yearly	\$8,200 - \$14,500



BUDGET SUMMARY

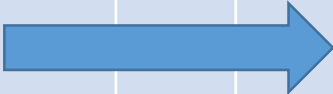
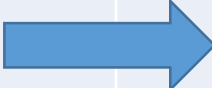
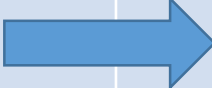

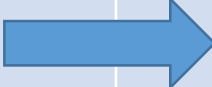




IT Budget Summary

<i>Summary of Fees</i>	<i><u>Recurring Costs</u></i>	<i><u>One Time Fee</u></i>
<i>WAN and SD-WAN (AT&T Fiber Only)</i>	\$960 - \$1460 - Monthly	TBD
<i>Server Environment</i>		\$11,500 - \$40,740
<i>Network</i>	\$4,250-\$4,700 - Yearly	\$9,590 - \$12,950
<i>Active Directory Cleanup</i>		\$1,200 - \$2,500
<i>Cloud Active Directory</i>	\$365 - \$545 Monthly	\$2,850 - \$4,700
<i>Improve Corporate Security Posture</i>	\$2,145 - \$2,745 – Monthly	\$19,300 - \$55,500
<i>Patch Management</i>	\$880 - \$1808 Yearly	\$8,200 - \$14,500
<i>ESTIMATED TOTAL</i>	\$3,470 - \$4,750 – Monthly \$5058 - \$6,508 - Yearly	\$52,640 - \$130,890



Implementation Timeline

Service Description	Q4-17	Q1-18	Q2-18	Q3-18
<i>WAN and SD-WAN</i>				
<i>Server Environment</i>				
<i>Network</i>				
<i>Active Directory</i>				
<i>Cloud Active Directory</i>				
<i>Improve Corporate Security Posture</i>				
<i>Patch Management</i>				



SERVICES REVIEW



All Covered Care Unified Management

- ☐ Anti-Virus & Anti-Malware
- ☐ Cisco Umbrella
- ☐ Spam Filtering - ProofPoint
- ☐ Server Patch Management
- ☐ Workstation Patch Management
- ☐ Remote Monitoring

Alternate Solutions (If not covered by ACC Unified Management)

- ☐ Anti-Virus & Anti-Malware
- ☐ Web Filtering
- ☐ Patch Management

Field Support

- ☐ Hours Scheduled Monthly
- ☐ Remote Support



Hosted Solutions

All Covered Solutions

- ☐ AC Workspaces
- ☐ AC Cloud
- ☐ AC Colocation
- ☐ AC Private Cloud
- ☐ FileAssist
- ☐ Advanced Security Suite
- ☐ Microsoft Office 365
- ☐ Hosted SharePoint
- ☐ Hosted Exchange (Intermedia)



Security Solutions

Enhanced Security

- ☐ Advanced Technology Firewall
- ☐ Email Encryption
- ☐ Cisco Umbrella
- ☐ Mobile Device Management

Advanced Security

- ☐ Vulnerability Scanning Service
- ☐ Penetration Testing
- ☐ Phishing Tests
- ☐ Awareness Training
- ☐ SIEM

Application Development Solutions

- ☐ SharePoint Development
- ☐ Salesforce Integration
- ☐ Website Design



Data Protection & VoIP

Current Data Backup Solution

- ☐ Server Backup Files
- ☐ Server Backup Virtual
- ☐ Direct Cloud Backup (no local appliance)
- ☐ Cloud Backup & Local Appliance
- ☐ Cloud Backup, Local Appliance & DR Solution

All Covered Managed Voice (VoIP)

- ☐ Enterprise hosted phone system at a carrier grade data center with redundancy
- ☐ Robust end user features (hunt groups, call routing, remote access)
- ☐ Local and long distance service





Advanced Knowledge & Learning

All Covered engineers participate in courses to extend their technical knowledge by obtaining several well-known industry certifications including Microsoft, Cisco, ITIL, and more. By obtaining the certifications, our engineers have demonstrated their working knowledge to skillfully troubleshoot network, cloud, security, or service support issues.

(ISC)²

- Certified Information Systems Security Professional (CISSP)
- Systems Security Certified Practitioner (SSCP)



Allworx

- Allworx Certified Professional (ACP)



Amazon

- AWS Certified Solutions Architect - Associate



Apple

- Apple Certified Mac Technician (ACMT)
- Apple Certified Support Professional (ACSP)
- Apple Certified Associate (ACA)
- Apple Certified Technical Coordinator (ACTC)



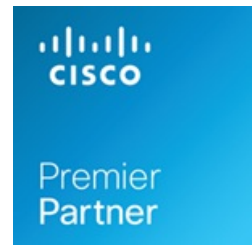
Axcient

- Axcient Certified Engineer – Fusion (ACE Fusion)
- Axcient Certified Engineer (ACE)



Cisco

- Certified Cisco Network Professional (CCNP): Routing and Switching
- Certified Cisco Network Professional (CCNP-V): Voice
- Certified Meraki Networking Associate (CMNA)
- Cisco Certified Design Associate (CCDA)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Entry Network Technician (CCENT)
- Cisco Certified Network Associate (CCNA): Data Center
- Cisco Certified Network Associate (CCNA): Routing and Switching
- Cisco Certified Network Associate (CCNA): Security
- Cisco Certified Network Associate (CCNA): Video
- Cisco Certified Network Associate (CCNA): Wireless
- Cisco Certified Network Professional (CCNP): Data Center
- Cisco Certified Network Professional (CCNP): Routing and Switching



Citrix

- Citrix Certified Associate - Networking (CCA-N)
- Citrix Certified Associate - Virtualization (CCA-V)
- Citrix Certified Expert - Virtualization (CCE-V)
- Citrix Certified Professional - Networking (CCP-N)
- Citrix Certified Professional - Virtualization (CCP-V)



CompTIA

- CompTIA A+
- CompTIA CDIA+
- CompTIA Certified Technical Trainer
- CompTIA Cloud+
- CompTIA i-NET+
- CompTIA IT Operations Specialist – CIOS
- CompTIA Linux+
- CompTIA Network Infrastructure Professional - CNIP
- CompTIA Network+
- CompTIA Project+
- CompTIA Secure Infrastructure Specialist – CSIS
- CompTIA Security+
- CompTIA Server+
- CompTIA Systems Support Specialist – CSSS



Datto

- Certified Datto Advanced Technician (CDAT)
- Datto Technical Specialist I
- Datto Technical Specialist II



Extreme Networks

- Extreme Certified Expert - Networking (ECE)
- Extreme Certified Specialist - ExtremeWireless (ECS)
- Extreme Certified Specialist - Management Center (ECS)
- Extreme Certified Specialist - Routing (ECS)
- Extreme Certified Specialist - Switching (ECS)



Fortinet



- Fortinet Network Security Expert 1 (NSE)
 - Fortinet Network Security Expert 2 (NSE)
 - Fortinet Network Security Expert 3 (NSE)
 - Fortinet Network Security Expert 4 (NSE)
 - Fortinet Network Security Expert 5 (NSE)
-

GIAC



- GIAC Certified Forensic Examiner (GCFE)
 - GIAC Certified Incident Handler (GCIH)
 - GIAC Reverse Engineering Malware (GREM)
 - GIAC Security Essentials Certification (GSEC)
 - GIAC Web Application Penetration Tester (GWAPT)
-

Help Desk Institute



- HDI Support Center Analyst (HDI-SCA)
 - HDI Support Center Director (HDI-SCD)
 - HDI Support Center Manager (HDI-SCM)
 - HDI Support Center Team Lead (HDI-SCTL)
 - HDI Technical Support Professional (HDI-TSP)
-

HIPAA



- Certified HIPAA Professional (CHP)
 - Certified Security Compliance Specialist (CSCS)
 - HIPAA Privacy
-

ITIL



- ITIL 2011 Foundation
-

Linux



- Linux Professional Institute: System Administrator (LPIC-1)
 - LPI Linux Essentials
 - SUSE Certified Linux Administrator (CLA)
-

Microsoft

- Microsoft Certified Database Administrator (MCDBA)
- Microsoft Certified IT Professional (MCITP)
- Microsoft Certified Professional (MCP)
- Microsoft Certified Solution Developer (MCSD)
- Microsoft Certified Solutions Associate (MCSA): Office 365
- Microsoft Certified Solutions Associate (MCSA): Windows 8
- Microsoft Certified Solutions Associate (MCSA): Windows Server 2012
- Microsoft Certified Solutions Associate (MCSA): Windows Server 2016
- Microsoft Certified Solutions Expert (MCSE): Cloud Platform and Infrastructure
- Microsoft Certified Solutions Expert (MCSE): Communication
- Microsoft Certified Solutions Expert (MCSE): Messaging
- Microsoft Certified Solutions Expert (MCSE): Productivity
- Microsoft Certified Systems Engineer (MCSE): Security+
- Microsoft Certified Systems Engineer (MCSE): Server Infrastructure 2012
- Microsoft Certified Trainer (MCT)
- Microsoft Technical Associate (MTA): Database Fundamentals
- Microsoft Technical Associate (MTA): Networking Fundamentals
- Microsoft Technical Associate (MTA): Security Fundamentals
- Microsoft Technical Associate (MTA): Windows Operating System Fundamentals
- Microsoft Technical Associate (MTA): Windows Server Administration Fundamentals
- Microsoft Certified Dynamics Specialist (MCDS)



NetApp

- NetApp Certified Data Administrator



Novell

- Certified Novell Engineer (CNE)
- Enterprise Certified Novell Engineer (CNE)
- Master Certified Novell Engineer (CNE)
- Certified Novell Administrator (CNA)



Other

- Certified Cyber Security Architect (CCSA)
- Certified Proactive Support Professional (PSP)
- Certified Wireless Network Administrator (CWNA)
- COBIT
- Barracuda Backup Certified Engineer

Palo Alto

- Palo Alto Networks Accredited Configuration Engineer (ACE)



PMI

- Certified Associate in Project Management (CAPM)
- Project Management Professional (PMP) Certification



Proofpoint

- Proofpoint Accredited Administrator



Ruckus

- Ruckus WiSE Level 1



SalesForce

- Salesforce Certified Administrator
- Salesforce Certified Sales Cloud Consultant
- Salesforce Certified Service Cloud Consultant



SCRUM

- Certified Scrum Master (CSM)
- Certified Scrum Product Owner (CSPO)
- Certified ScrumMaster®



ShoreTel

- ShoreTel - UCSI
- ShoreTel - UCSP



SonicWALL

- Certified SonicWALL Security Administrator (CSSA)
- Certified SonicWALL Security Professional (CSSP)



Veeam

- Veeam Certified Engineer (VMCE)



VMware

- VMware AirWatch Professional Accreditation: Enterprise Mobility
- VMware Certified Professional 6 - Data Center Virtualization (VCP6-DCV)
- VMware Certified Professional 6 - Network Virtualization (VCP6-NV)
- VMware Data Center Virtualization Fundamentals [6]
- VMware Operations Professional - Cloud Provider (VOP-CP)
- VMware vSphere 6 Foundation
- VMware vSphere 6.5 Foundations



Watchguard

- Watchguard Certified Security Professional (WCSP)



Dell

- EMC Technical Certification





KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
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[ReshapeWork.com](https://www.ReshapeWork.com)



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Summary of Consolidated Financial Results for the Three Months Ended June 30, 2019 [IFRS]

Company name: Konica Minolta, Inc.
 Stock exchange listings: Tokyo (First Section)
 Securities code number: 4902
 URL: <http://konicaminolta.com>
 Representative: Shoei Yamana
 President and CEO, Representative Executive Officer
 Contact: Toru Tanaka
 General Manager, Corporate Accounting Division
 Telephone number: (81) 3-6250-2100
 Scheduled date for submission of securities report: August 9, 2019
 Scheduled date for dividends payment: –
 Availability of supplementary information for the quarterly financial results: Yes
 Organization of briefing on the quarterly financial results: Yes (for institutional investors)

(Amounts less than one million yen are rounded down to the nearest million yen.)

1. Consolidated financial results for the three months ended June 30, 2019 (from April 1, 2019 to June 30, 2019)

(1) Consolidated results of operations

(Percentage figures represent changes from the same period of the previous fiscal year.)

Three months ended	Revenue		Operating profit		Profit before tax	
	Millions of yen	%	Millions of yen	%	Millions of yen	%
June 30, 2019	241,743	–5.3	554	–96.4	(1,378)	–
June 30, 2018	255,214	9.8	15,445	77.2	15,274	86.1

Three months ended	Profit for the period		Profit attributable to owners of the Company		Total comprehensive income	
	Millions of yen	%	Millions of yen	%	Millions of yen	%
June 30, 2019	(1,470)	–	(1,208)	–	(16,165)	–
June 30, 2018	10,858	102.2	11,180	108.3	17,105	64.8

Three months ended	Basic earnings per share	Diluted earnings per share
	Yen	Yen
June 30, 2019	(2.44)	(2.44)
June 30, 2018	22.61	22.54

(Note) Basic earnings per share and diluted earnings per share are calculated based on the profit attributable to owners of the Company.

(2) Consolidated financial position

As of	Total assets	Total equity	Equity attributable to owners of the Company	Equity ratio attributable to owners of the Company
	Millions of yen	Millions of yen	Millions of yen	%
June 30, 2019	1,279,227	543,246	533,458	41.7
March 31, 2019	1,218,986	565,983	555,689	45.6

2. Dividends per share

	End of the three-month period	End of the six-month period	End of the nine-month period	End of the year	Total
	Yen	Yen	Yen	Yen	Yen
Fiscal year ended March 31, 2019	—	15.00	—	15.00	30.00
Fiscal year ending March 31, 2020	—				
Fiscal year ending March 31, 2020 (forecast)		15.00	—	15.00	30.00

(Note) Changes from the latest dividend forecasts: None

3. Consolidated forecasts for the fiscal year ending March 31, 2020 (from April 1, 2019 to March 31, 2020)

(Percentage figures represent changes from the previous fiscal year.)

Fiscal year ending	Revenue		Operating profit		Profit attributable to owners of the Company		Basic earnings per share
	Millions of yen	%	Millions of yen	%	Millions of yen	%	Yen
March 31, 2020	1,085,000	2.4	60,000	-3.9	37,500	-10.1	75.80

(Note) Changes from the latest consolidated forecasts: Yes

■ Notes

- (1) Changes in significant subsidiaries for the three months ended June 30, 2019 (changes in the scope of consolidation): None
- (2) Changes in accounting policies or changes in accounting estimates
- | | |
|---|------|
| a. Changes in accounting policies required by International Financial Reporting Standards (IFRS): | Yes |
| b. Changes in accounting policies other than the above a.: | None |
| c. Changes in accounting estimates: | None |
- (3) Number of issued and outstanding shares (common stock)
- | | |
|--|--------------------|
| a. Number of issued and outstanding shares (including treasury shares) | |
| As of June 30, 2019: | 502,664,337 shares |
| As of March 31, 2019: | 502,664,337 shares |
| b. Number of treasury shares | |
| As of June 30, 2019: | 7,959,279 shares |
| As of March 31, 2019: | 8,008,984 shares |
| c. Average number of issued and outstanding shares during the period | |
| The three months ended June 30, 2019: | 494,690,678 shares |
| The three months ended June 30, 2018: | 494,498,624 shares |

Konica Minolta, Inc. (the “Company”) has established the Board Incentive Plan trust in which beneficiaries include Directors, Executive Officers, Group Executives, and Technology Fellows. The shares owned by the trust account relating to this trust are accounted for as treasury shares (1,250,538 shares as of June 30, 2019, and March 31, 2019).

■ This summary of quarterly consolidated financial results falls outside the scope of quarterly review procedures to be performed by certified public accountants or an audit firm.

■ Explanation concerning the appropriate use of the forecasts for results of operations and other special matters

(Note on the forecasts for the consolidated financial results)

The forecasts for results of operations in this report are based on information currently available to the Company and its subsidiaries (the “Group”), and assumptions determined to be reasonable, and are not intended to assure achievement of the Group’s operations. Actual results may differ significantly from the forecasts due to various factors. For further details of the assumptions and other factors considered by the Company in preparing the forecasts above, refer to “1. QUALITATIVE INFORMATION ON FINANCIAL RESULTS FOR THE THREE MONTHS ENDED JUNE 30, 2019, (3) Explanation Regarding the Forecasts for the Consolidated Financial Results” in the attached Supplementary Information on page 7.

Supplementary information for the quarterly financial results and briefing on the quarterly financial results

The Company will hold a briefing on the quarterly financial results for institutional investors on Tuesday, July 30, 2019. The proceedings and details of the briefing, along with the supplementary information on the quarterly financial results to be presented at the briefing, will be posted on the website of the Group soon after the briefing.

Supplementary Information

Table of Contents

1. QUALITATIVE INFORMATION ON FINANCIAL RESULTS FOR THE THREE MONTHS ENDED JUNE 30, 2019	2
(1) Qualitative Information on the Consolidated Operating Results	2
(2) Qualitative Information on the Consolidated Financial Position	5
(3) Explanation Regarding the Forecasts for the Consolidated Financial Results	7
2. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND RELATED NOTES	8
(1) Condensed Consolidated Statement of Financial Position	8
(2) Condensed Consolidated Statement of Profit or Loss	10
(3) Condensed Consolidated Statement of Comprehensive Income	11
(4) Condensed Consolidated Statement of Changes in Equity	12
(5) Condensed Consolidated Statement of Cash Flows	14
(6) Notes to the Condensed Consolidated Financial Statements	16
[Notes Regarding Going Concern Assumptions]	16
[Changes in Accounting Policies]	16
[Other Expenses]	17
[Segment Information]	18

1. QUALITATIVE INFORMATION ON FINANCIAL RESULTS FOR THE THREE MONTHS ENDED JUNE 30, 2019

(1) Qualitative Information on the Consolidated Operating Results

a. Overview

	Three months ended June 30, 2018	Three months ended June 30, 2019	Increase (Decrease)	
	Billions of yen	Billions of yen	Billions of yen	%
Revenue	255.2	241.7	(13.4)	-5.3
Gross profit	123.6	116.6	(6.9)	-5.6
Operating profit	15.4	0.5	(14.8)	-96.4
Profit (loss) before tax	15.2	(1.3)	(16.6)	-
Profit (loss) attributable to owners of the Company	11.1	(1.2)	(12.3)	-
	Yen	Yen	Yen	%
Basic earnings (loss) per share	22.61	(2.44)	(25.05)	-
	Billions of yen	Billions of yen	Billions of yen	%
Capital expenditures	8.6	9.6	1.0	11.8
Depreciation and amortization expenses	14.6	18.8	4.2	29.1
Research and development expenses	20.4	18.9	(1.4)	-7.3
	Billions of yen	Billions of yen	Billions of yen	%
Free cash flows	(0.3)	(15.0)	(14.6)	-
	Number	Number	Number	%
Number of employees in the Group	43,818	44,600	782	1.8
	Yen	Yen	Yen	%
Foreign exchange rates				
U.S. dollar	109.07	109.90	0.83	0.8
Euro	130.06	123.49	(6.57)	-5.1

In the three months ended June 30, 2019 (the “current period”), the Group recorded revenue of 241.7 billion yen, a decrease of 5.3% year-on-year. The United States-China trade friction, a slowdown in the Chinese economy, and continuing uncertainties in the European economy are restraining investment activities of customers, and a weak euro led to a decline in revenue in the Office Business, the Professional Print Business, and the Industrial Business. Revenue in the Healthcare Business remained at the same level as in the same period in the previous fiscal year. Revenue in the new businesses increased, primarily in the bio-healthcare field.

A shift towards high value-added sales continued in the current period, and the gross profit margin remained at the same level year on year; however, operating profit fell significantly to 0.5 billion yen, a decrease of 96.4% year-on-year. This was primarily due to lower revenue, and thus, lower gross profit in the current period, and also because 9.5 billion yen of temporary income that was generated from the liquidation of assets through sale and leaseback arrangements was recorded in the same period in the previous fiscal year.

Loss before tax was 1.3 billion yen (profit before tax of 15.2 billion yen in the same period in the previous fiscal year), while loss attributable to owners of the Company was 1.2 billion yen (profit attributable to owners of the Company of 11.1 billion yen in the same period in the previous fiscal year).

Investments are made on an ongoing basis in new businesses to develop businesses into the future revenue pillars of the Group. The sales area of the Workplace Hub, an edge Internet of Things (IoT) platform provided by the Company, has now expanded to 20 countries, and the customer unit price has also increased. In the bio-healthcare field, the Company is working on numerous initiatives to accelerate business expansion. For example, the Company launched genetic diagnostic services

jointly with LSI Medience Corporation in Japan and is now in the application process for insurance coverage of the genetic diagnostic services under the health insurance system. Also, in June 2019, the Company entered into an agreement with the University of Tokyo and the National Cancer Center Japan to jointly research and develop the next-generation comprehensive gene panel test.

b. Overview by Segment

		Three months ended June 30, 2018	Three months ended June 30, 2019	Increase (Decrease)	
		Billions of yen	Billions of yen	Billions of yen	%
Office Business	Revenue	143.5	134.5	(8.9)	−6.2
	Operating profit	9.2	7.6	(1.5)	−17.0
Professional Print Business	Revenue	53.3	50.6	(2.7)	−5.2
	Operating profit	1.6	1.0	(0.6)	−37.2
Healthcare Business	Revenue	18.5	18.6	0	0.3
	Operating profit (loss)	(0.2)	(0.2)	(0)	—
Industrial Business	Revenue	31.5	28.1	(3.4)	−10.9
	Operating profit	6.7	4.8	(1.9)	−29.0
Subtotal	Revenue	247.0	231.9	(15.0)	−6.1
	Operating profit	17.4	13.2	(4.2)	−24.2
Others and adjustments (Note 2)	Revenue	8.1	9.7	1.6	19.8
	Operating profit	(2.0)	(12.6)	(10.6)	—
Amount reported in the Condensed Consolidated Statement of Profit or Loss	Revenue	255.2	241.7	(13.4)	−5.3
	Operating profit	15.4	0.5	(14.8)	−96.4

(Notes)

1. “Revenue” refers to revenue from external customers.
2. “Revenue” refers to revenue from external customers in “Others” in “2. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND RELATED NOTES, (6) Notes to the Condensed Consolidated Financial Statements [Segment Information].” “Operating profit” is the total of “Others” and “Adjustments” within the same table.

i. Office Business

In the office products business unit, the sales volume of A3 MFPs declined year on year in both color and monochrome models. This is primarily because a switch from the old model to the new model took time while the Company launched a new product line of color models with a newly designed engine for the first time in seven years, as well as some industry-first robust security features. Meanwhile, there was significant growth in the sales volume, mainly for the high-speed models, in the same period in the previous year.

In the information technology (IT) services solution business unit, a full-scale sales support for the Workplace Hub, an edge IoT platform, commenced and a steady sales level was maintained.

In addition to the above, the Office Business segment was affected by the weak euro. As a result, the Office Business segment recorded revenue of 134.5 billion yen, a decrease of 6.2% year-on-year, and operating profit of 7.6 billion yen, a decrease of 17.0% year-on-year.

ii. Professional Print Business

In the production print business unit, the sales volume of color models remained the same level, while the monochrome models increased year on year. Regarding the sales of color equipment, in developed countries, the sales volume of the entry models decreased, while the other models' sales level remained the same as the same period in the previous fiscal year,

when reported significant growth. In growth countries, including China and the ASEAN region, there was a considerable increase in the sales volume. The sales volume of monochrome models increased primarily in developed countries.

In the industrial printing business unit, the sales volume of “AccurioJet KM-1” digital inkjet press units of sales partners decreased, while those sold through direct sales remained at the same level year on year. The sales of label printers and digital decoration equipment continued to maintain the highest market share in the targeted markets; however, the sales volume decreased as some sales have been delayed into the next quarterly period.

In the marketing services business unit, despite the continuing efforts into transition as a business that provides high value-added solutions, sales fell mainly in Europe, leading to a decrease in revenue overall.

As a result, the Professional Print Business segment recorded revenue of 50.6 billion yen, a decrease of 5.2% year-on-year, and operating profit of 1.0 billion yen, a decrease of 37.2% year-on-year.

iii. Healthcare Business

In the healthcare (modality) business unit, there was growth in the sales volume of the digital radiography in Asia, primarily in Japan. The sales volume in the United States remained at the same level year on year; however, there was a drop in selling prices as a result of a shift in demand for products from the hospital market to the clinic market. With the launch of a new product, sales promotion of diagnostic ultrasound systems to the obstetric and internal medicine fields has been enhanced and, as a result, the sales volume grew primarily in Japan. For the healthcare business unit, sales stood at the same level year on year. In the medical IT business unit, the sales volume of the Picture Archiving and Communication System (PACS) in Japan and the United States grew, leading to an increase in revenue.

As a result, the Healthcare Business segment recorded revenue of 18.6 billion yen, an increase of 0.3% year-on-year, and operating loss of 0.2 billion yen.

iv. Industrial Business

In the field of materials and components, sales generated from the performance materials business unit grew steadily as a result of a strategic shift to high value-added products in a product mix. In the optical component business unit, despite the signs of a recovery in the number of lenses sold, revenue decreased year on year affected by a slowdown in the Chinese economy. In the inkjet component business unit, revenue increased year on year by sustaining strong sales performance of the previous fiscal year mainly in Asia.

In the field of optical systems for industrial use, the measuring instruments business unit maintained the same sales level for object color measurement instrument as the same period in the previous fiscal year; however, revenue decreased year on year for the business segment as a whole. This is primarily due to the fact that demand for light source color measurement instrument in the same period in the previous fiscal year increased thanks to the diversification of the display products, and that sales declined as a result of key customers’ shrinking their capital investments.

As a result, the Industrial Business segment recorded revenue of 28.1 billion yen, a decrease of 10.9% year-on-year, and operating profit of 4.8 billion yen, a decrease of 29.0% year-on-year.

(2) Qualitative Information on the Consolidated Financial Position

a. Analysis of Financial Position

	As of March 31, 2019	As of June 30, 2019	Increase (Decrease)
	Billions of yen	Billions of yen	Billions of yen
Total assets	1,218.9	1,279.2	60.2
Total liabilities	653.0	735.9	82.9
Total equity	565.9	543.2	(22.7)
Equity attributable to owners of the Company	555.6	533.4	(22.2)
	%	%	%
Equity ratio attributable to owners of the Company	45.6	41.7	-3.9

Total assets as of June 30, 2019, were 1,279.2 billion yen, an increase of 60.2 billion yen (4.9%) from March 31, 2019. This is primarily attributed to an increase of 102.8 billion yen in property, plant and equipment due mainly to the adoption of IFRS 16 *Lease*, an increase of 10.9 billion yen in inventories, a decrease of 28.6 billion yen in cash and cash equivalents, and a decrease of 20.8 billion yen in trade and other receivables.

Total liabilities as of June 30, 2019, were 735.9 billion yen, an increase of 82.9 billion yen (12.7%) from March 31, 2019. This is primarily attributed to an increase of 115.7 billion yen in lease liabilities due to the adoption of IFRS 16, a decrease of 12.7 billion yen in trade and other payables, a decrease of 6.5 billion yen in bonds and borrowings, and a decrease of 5.8 billion yen in other current liabilities.

Total equity as of June 30, 2019, was 543.2 billion yen, a decrease of 22.7 billion yen (4.0%) from March 31, 2019.

Equity attributable to owners of the Company was 533.4 billion yen as of June 30, 2019, a decrease of 22.2 billion yen (4.0%) from March 31, 2019. This is primarily attributed to a decrease of 14.4 billion yen in other components of equity (mainly exchange differences on translation of foreign operations), a decrease of 7.4 billion yen in retained earnings due to cash dividends, and recording of 1.2 billion yen in loss attributable to owners of the Company for the current period.

As a result of the above, the equity ratio attributable to owners of the Company decreased by 3.9 percentage points to 41.7%.

b. Analysis of Cash Flows

	Three months ended June 30, 2018	Three months ended June 30, 2019	Increase (Decrease)
	Billions of yen	Billions of yen	Billions of yen
Cash flows from operating activities	3.7	(0.4)	(4.1)
Cash flows from investing activities	(4.1)	(14.5)	(10.4)
Total (Free cash flows)	(0.3)	(15.0)	(14.6)
Cash flows from financing activities	(8.1)	(11.6)	(3.4)

For the three months ended June 30, 2019, net cash used in operating activities was 0.4 billion yen, and net cash used in investing activities totaled 14.5 billion yen. As a result, free cash flows (the sum of cash flows from operating activities and investing activities) were an outflow of 15.0 billion yen for the current period.

Net cash used in financing activities was 11.6 billion yen.

In addition, cash and cash equivalents as of June 30, 2019, decreased by 28.6 billion yen from the previous fiscal year-end to 96.1 billion yen, reflecting the effect of exchange rate fluctuations on cash and cash equivalents.

Cash flows from operating activities

Net cash used in operating activities was 0.4 billion yen. This is attributable to net effects of cash inflows due mainly to loss before tax of 1.3 billion yen, depreciation and amortization expenses of 18.8 billion yen, and a decrease in trade and other receivables of 13.2 billion yen, and cash outflows due mainly to an increase in inventories of 13.9 billion yen, a decrease in trade and other payables of 5.5 billion yen, and payment of income taxes of 5.7 billion yen.

Cash flows from investing activities

Net cash used in investing activities was 14.5 billion yen, due mainly to purchases of property, plant and equipment of 8.3 billion yen, purchases of intangible assets of 3.0 billion yen, and purchases of investments in subsidiaries of 3.3 billion yen.

As a result, free cash flows (the sum of cash flows from operating and investing activities) were an outflow of 15.0 billion yen (an outflow of 0.3 billion yen for the same period in the previous fiscal year).

Cash flows from financing activities

Net cash used in financing activities was 11.6 billion yen (net cash outflows of 8.1 billion yen for the same period in the previous fiscal year), reflecting mainly cash dividends paid of 7.2 billion yen, and repayments of lease liabilities of 4.6 billion yen.

(3) Explanation Regarding the Forecasts for the Consolidated Financial Results

Taking into account of the progress made during the current period and a revision of the euro exchange rate, which has an impact on the Group's profit or loss, the Company has revised full-year consolidated forecasts as follows.

With regard to the exchange rates that form the basis of the forecasts for the rest of the fiscal year ending March 31, 2020, they have been revised from the rates announced on May 13, 2019. The Company revised the U.S. dollar exchange rate assumption by 5 yen to 105 yen, and the euro exchange rate by 2 yen to 123 yen, respectively, to reflect the appreciation of yen.

Revision of consolidated forecasts for the fiscal year ending March 31, 2020

(From April 1, 2019 to March 31, 2020)

	Revenue	Operating profit	Profit attributable to owners of the Company	Basic earnings per share
	Billions of yen	Billions of yen	Billions of yen	Yen
Forecasts previously announced (A)	1,120.0	66.0	45.5	91.98
Revised forecasts (B)	1,085.0	60.0	37.5	75.80
Increase/decrease (B-A)	(35.0)	(6.0)	(8.0)	—
Change (%)	−3.1	−9.1	−17.6	—
(Reference) Results for the fiscal year ended March 31, 2019	1,059.1	62.4	41.7	84.33

The above forecasts for results of operations are based on suppositions, outlooks, and plans as of the release date of this report, and as such they involve risks and uncertainties. Actual results may differ significantly from these forecasts due to various important factors, such as changes in economic conditions, market trends, and currency exchange rates.

Amounts less than one hundred million yen are rounded down to the nearest million yen in the "1. QUALITATIVE INFORMATION ON FINANCIAL RESULTS FOR THE THREE MONTHS ENDED JUNE 30, 2019" section.

2. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND RELATED NOTES

(1) Condensed Consolidated Statement of Financial Position

(Millions of yen)

	As of March 31, 2019	As of June 30, 2019
Assets		
Current assets		
Cash and cash equivalents	124,830	96,153
Trade and other receivables	275,563	254,671
Inventories	144,703	155,652
Income tax receivables	3,305	2,519
Other financial assets	3,406	2,670
Other current assets	27,128	30,759
Total current assets	578,937	542,426
Non-current assets		
Property, plant and equipment	207,138	309,945
Goodwill and intangible assets	346,133	339,709
Investments accounted for using the equity method	913	850
Other financial assets	46,711	46,294
Deferred tax assets	32,505	33,737
Other non-current assets	6,647	6,262
Total non-current assets	640,048	736,800
Total assets	1,218,986	1,279,227

(Millions of yen)

	As of March 31, 2019	As of June 30, 2019
Liabilities		
Current liabilities		
Trade and other payables	175,268	162,544
Bonds and borrowings	24,648	38,254
Lease liabilities	—	13,570
Income tax payables	7,875	2,993
Provisions	12,260	12,069
Other financial liabilities	463	671
Other current liabilities	50,857	45,035
Total current liabilities	271,374	275,139
Non-current liabilities		
Bonds and borrowings	249,088	228,889
Lease liabilities	—	102,200
Retirement benefit liabilities	38,457	38,492
Provisions	15,540	15,123
Other financial liabilities	58,284	57,306
Deferred tax liabilities	12,497	11,705
Other non-current liabilities	7,760	7,122
Total non-current liabilities	381,628	460,840
Total liabilities	653,002	735,980
Equity		
Share capital	37,519	37,519
Share premium	188,333	189,946
Retained earnings	324,628	315,175
Treasury shares	(9,979)	(9,914)
Share acquisition rights	836	808
Other components of equity	14,350	(77)
Equity attributable to owners of the Company	555,689	533,458
Non-controlling interests	10,294	9,788
Total equity	565,983	543,246
Total liabilities and equity	1,218,986	1,279,227

(2) Condensed Consolidated Statement of Profit or Loss

(Millions of yen)

	Three months ended June 30, 2018	Three months ended June 30, 2019
Revenue	255,214	241,743
Cost of sales	131,553	125,061
Gross profit	123,661	116,681
Other income	10,125	539
Selling, general and administrative expenses	115,301	112,770
Other expenses	3,040	3,895
Operating profit	15,445	554
Finance income	1,628	1,465
Finance costs	1,667	3,339
Share of profit (loss) of investments accounted for using the equity method	(130)	(59)
Profit (loss) before tax	15,274	(1,378)
Income tax expense	4,416	92
Profit (loss) for the period	10,858	(1,470)
Profit (loss) attributable to:		
Owners of the Company	11,180	(1,208)
Non-controlling interests	(322)	(262)
Earnings (loss) per share	Yen	Yen
Basic	22.61	(2.44)
Diluted	22.54	(2.44)

(3) Condensed Consolidated Statement of Comprehensive Income

(Millions of yen)

	Three months ended June 30, 2018	Three months ended June 30, 2019
Profit (loss) for the period	10,858	(1,470)
Other comprehensive income		
Items that will not be reclassified to profit or loss		
Remeasurements of defined benefit pension plans (net of tax)	(21)	(15)
Net gain (loss) on revaluation of financial assets measured at fair value (net of tax)	166	(529)
Share of other comprehensive income of investments accounted for using the equity method (net of tax)	(0)	—
Total items that will not be reclassified to profit or loss	144	(544)
Items that may be subsequently reclassified to profit or loss		
Net gain (loss) on derivatives designated as cash flow hedges (net of tax)	454	(311)
Exchange differences on translation of foreign operations (net of tax)	5,665	(13,834)
Share of other comprehensive income of investments accounted for using the equity method (net of tax)	(17)	(3)
Total items that may be subsequently reclassified to profit or loss	6,102	(14,149)
Total other comprehensive income	6,246	(14,694)
Total comprehensive income	17,105	(16,165)
Total comprehensive income attributable to:		
Owners of the Company	17,774	(15,659)
Non-controlling interests	(669)	(506)

(4) Condensed Consolidated Statement of Changes in Equity

(Millions of yen)

	Share capital	Share premium	Retained earnings	Treasury shares	Share acquisition rights	Other components of equity	Equity attributable to owners of the Company	Non-controlling interests	Total equity
Balance as of April 1, 2018	37,519	184,841	298,366	(10,189)	934	13,041	524,513	11,075	535,588
Effect of changes in accounting policies	—	—	188	—	—	—	188	—	188
Restated balance as of April 1, 2018	37,519	184,841	298,554	(10,189)	934	13,041	524,701	11,075	535,776
Profit (loss) for the period	—	—	11,180	—	—	—	11,180	(322)	10,858
Other comprehensive income	—	—	—	—	—	6,594	6,594	(347)	6,246
Total comprehensive income	—	—	11,180	—	—	6,594	17,774	(669)	17,105
Dividends	—	—	(7,417)	—	—	—	(7,417)	(23)	(7,441)
Acquisition and disposal of treasury shares	—	—	(1)	13	—	—	11	—	11
Share-based payments	—	155	—	—	(11)	—	143	—	143
Changes in non-controlling interests due to changes in subsidiaries	—	—	—	—	—	—	—	20	20
Put options written on non-controlling interests	—	(1,903)	—	—	—	—	(1,903)	—	(1,903)
Transfer from other components of equity to retained earnings	—	—	(22)	—	—	22	—	—	—
Total transactions with owners	—	(1,748)	(7,441)	13	(11)	22	(9,165)	(3)	(9,169)
Balance as of June 30, 2018	37,519	183,093	302,293	(10,176)	923	19,657	533,310	10,402	543,712

(Millions of yen)

	Share capital	Share premium	Retained earnings	Treasury shares	Share acquisition rights	Other components of equity	Equity attributable to owners of the Company	Non-controlling interests	Total equity
Balance as of April 1, 2019	37,519	188,333	324,628	(9,979)	836	14,350	555,689	10,294	565,983
Effect of changes in accounting policies	—	—	(744)	—	—	—	(744)	—	(744)
Restated balance as of April 1, 2019	37,519	188,333	323,884	(9,979)	836	14,350	554,944	10,294	565,238
Profit (loss) for the period	—	—	(1,208)	—	—	—	(1,208)	(262)	(1,470)
Other comprehensive income	—	—	—	—	—	(14,451)	(14,451)	(243)	(14,694)
Total comprehensive income	—	—	(1,208)	—	—	(14,451)	(15,659)	(506)	(16,165)
Dividends	—	—	(7,438)	—	—	—	(7,438)	—	(7,438)
Acquisition and disposal of treasury shares	—	—	(37)	65	—	—	27	—	27
Share-based payments	—	70	—	—	(27)	—	42	—	42
Equity and other transactions with non-controlling shareholders	—	(22)	—	—	—	—	(22)	(0)	(22)
Put options written on non-controlling interests	—	1,565	—	—	—	—	1,565	—	1,565
Transfer from other components of equity to retained earnings	—	—	(23)	—	—	23	—	—	—
Total transactions with owners	—	1,612	(7,499)	65	(27)	23	(5,826)	(0)	(5,826)
Balance as of June 30, 2019	37,519	189,946	315,175	(9,914)	808	(77)	533,458	9,788	543,246

(5) Condensed Consolidated Statement of Cash Flows

(Millions of yen)

	Three months ended June 30, 2018	Three months ended June 30, 2019
Cash flows from operating activities		
Profit (loss) before tax	15,274	(1,378)
Depreciation and amortization expenses	14,616	18,871
Impairment losses and reversal of impairment losses	5	8
Share of (profit) loss of investments accounted for using the equity method	130	59
Interest and dividends income	(1,313)	(1,415)
Interest expenses	1,371	2,199
(Gain) loss on sales and disposals of property, plant and equipment, and intangible assets	(8,356)	2,482
(Increase) decrease in trade and other receivables	7,464	13,243
(Increase) decrease in inventories	(3,435)	(13,929)
Increase (decrease) in trade and other payables	(4,915)	(5,592)
Decrease due to transfer of rental assets	(1,319)	(1,364)
Increase (decrease) in retirement benefit liabilities	262	387
Others	(10,213)	(7,062)
Subtotal	9,571	6,508
Dividends received	313	345
Interest received	1,064	1,137
Interest paid	(1,886)	(2,622)
Income taxes (paid) refunded	(5,311)	(5,789)
Net cash provided by (used in) operating activities	3,751	(420)

(Millions of yen)

	Three months ended June 30, 2018	Three months ended June 30, 2019
Cash flows from investing activities		
Purchase of property, plant and equipment	(7,973)	(8,310)
Purchase of intangible assets	(3,001)	(3,074)
Proceeds from sale of property, plant and equipment, and intangible assets	10,279	636
Purchase of investments in subsidiaries	(869)	(3,324)
Purchase of investment securities	(0)	(200)
Payments for loans receivable	(4)	(2)
Collection of loans receivable	7	8
Payments for transfer of business	(1,845)	—
Others	(698)	(327)
Net cash provided by (used in) investing activities	(4,106)	(14,595)
Cash flows from financing activities		
Increase (decrease) in short-term loans payable	111	283
Proceeds from bonds issuance and long-term loans payable	0	22
Redemption of bonds and repayments of long-term loans payable	(1,046)	(104)
Repayments of lease liabilities	—	(4,612)
Purchase of treasury shares	(1)	(0)
Cash dividends paid	(7,232)	(7,279)
Payment of dividends to non-controlling shareholders	(23)	—
Others	0	0
Net cash provided by (used in) financing activities	(8,191)	(11,691)
Effect of exchange rate changes on cash and cash equivalents	382	(1,969)
Net increase (decrease) in cash and cash equivalents	(8,165)	(28,676)
Cash and cash equivalents at the beginning of the period	149,913	124,830
Cash and cash equivalents at the end of the period	141,748	96,153

(6) Notes to the Condensed Consolidated Financial Statements

[Notes Regarding Going Concern Assumptions]

Not applicable.

[Changes in Accounting Policies]

The Group has changed the following accounting policies effective April 1, 2019. Other than these policies, there is no change in the significant accounting policies applied to the Group's condensed consolidated financial statements from those applied to the consolidated financial statements of the fiscal year ended March 31, 2019.

(Adoption of IFRS 16 *Leases*)

The Group adopted IFRS 16 *Leases* (issued in January 2016) ("IFRS 16") effective from the current period.

For lease transactions as a lessee, excluding short-term leases and leases of low-value assets, the Group recognizes right-of-use assets and lease liabilities at the commencement date of the lease.

The Group measures lease liabilities at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, the Group uses the lessee's incremental borrowing rate.

The Group measures right-of-use assets at the amount of the initial measurement of the lease liability, adjusted by any initial direct costs and adding restoring costs of the underlying asset. After the commencement date, the Group presents the right-of-use assets at cost less any accumulated depreciation and any accumulated impairment losses. Costs are depreciated over the shorter period of the estimated useful life or the lease term of the underlying asset on a straight-line basis.

Lease payments relating to short-term leases and leases of low-value assets are recognized as expenses on a straight-line basis over the lease term.

The Group has applied IFRS 16 retrospectively in accordance with the transitional provisions and recognizes the cumulative effect of initially applying IFRS 16 as an adjustment to the opening balance of retained earnings for the three months ended June 30, 2019. The comparative information included in the condensed consolidated financial statements is not restated. With regard to assessing whether a contract contains a lease or not, the Group has selected a practical expedient under IFRS 16 and applied the assessments made under IAS 17 *Leases* and IFRIC 4 *Determining whether an Arrangement contains a Lease*.

Associated with the adoption of IFRS 16, the Group recognizes right-of-use assets and lease liabilities at the date of initial application of IFRS 16 for leases previously classified as an operating lease applying IAS 17, excluding short-term leases and leases of low-value assets. A lease liability is measured at the present value of the remaining lease payments at the commencement date, discounted using the lessee's incremental borrowing rate. A right-of-use asset is measured at either of the following:

- its carrying amount as if IFRS 16 had been applied since the commencement date, but discounted using the lessee's incremental borrowing rate at the date of initial application of IFRS 16; or
- an amount equal to the lease liability, adjusted by the amount of any prepaid or accrued lease payments relating to that lease.

The Group uses the following practical expedients under IFRS 16 when applying IFRS 16 to leases previously classified as an operating lease applying IAS 17:

- relying on its assessment of whether leases are onerous applying IAS 37 *Provisions, Contingent Liabilities and Contingent Assets* immediately before the date of initial application as an alternative to performing an impairment review;
- accounting for leases for which the lease term ends within 12 months of the date of initial application in the same way as short-term leases; and
- excluding initial direct costs from the measurement of the right-of-use asset at the date

of initial application.

As a result, right-of-use assets, included in property, plant and equipment, and lease liabilities increased by 110,923 million yen and 111,979 million yen, respectively, and retained earnings decreased by 744 million yen in the condensed consolidated statement of financial position at the beginning of the current period, compared with those accounted for under the previous accounting standards. The weighted average incremental borrowing rate applied to the measurement of lease liabilities is 2.44%. The difference between minimum lease payments based on non-cancellable operating lease contracts, which were disclosed applying IAS 17 at the end of the previous fiscal year, and lease liabilities recognized at the date of initial application of IFRS 16 is due mainly to the recognition of lease liabilities for the lease terms exceeding the non-cancellable period of the leases of buildings and land.

For lease transactions as a lessor, there is no significant change in the accounting policies applied to the previous accounting standards.

[Other Expenses]

Components of other expenses are as follows:

(Millions of yen)

	Three months ended June 30, 2018	Three months ended June 30, 2019
Loss on sale and disposals of property, plant and equipment, and intangible assets	1,252	2,529
Others	1,788	1,366
Total	3,040	3,895

[Segment Information]**(a) Reportable segments**

Reportable segments of the Group are its constituent business units for which separate financial data are available and that are examined on a regular basis for the purpose of enabling the Group's management to decide on the allocation of resources and evaluate results of operations. The Group has established business segments by product and service category and formulates comprehensive strategies and conducts business activities in Japan and overseas for the products and services of each business category. Since the Group comprises segments organized by product and service category, the Group has established four reportable segments as the "Office Business," "Professional Print Business," "Healthcare Business," and "Industrial Business" after taking into account the primary usage of products of the respective businesses in the markets and their similarities. The new businesses not included in these reportable segments, such as Bio-Healthcare, are reported as the "Others."

The business of each reportable segment is as follows:

	Business content
Office Business	Development, manufacture, and sales of MFPs and related consumables; provision of related solutions and services
Professional Print Business	Development, manufacture, and sales of digital printing systems and related consumables; provision of various printing services, solutions, and services
Healthcare Business	Development, manufacture, and sales of, and provision of services for, diagnostic imaging systems (digital X-ray diagnostic imaging, diagnostic ultrasound systems, and others); provision of digitalization, networking, solutions, and services in the medical field
Industrial Business	<u>Materials and Components</u> Development, manufacture, and sales of products, such as TAC film for LCD displays, OLED lighting, industrial inkjet printheads, and lenses for industrial and professional use
	<u>Optical Systems for Industrial Use</u> Development, manufacture, and sales of measuring instruments and others

(b) Information by reportable segment

Information by reportable segment of the Group is as follows. Segment profit refers to operating profit of the segment.

Three months ended June 30, 2018

(Millions of yen)

	Reportable segments					Others	Adjustments (Note2) (Note3)	Total
	Office Business	Professional Print Business	Healthcare Business	Industrial Business	Total			
Revenue								
External	143,534	53,362	18,589	31,578	247,065	8,149	—	255,214
Intersegment (Note1)	380	105	226	1,386	2,097	4,520	(6,618)	—
Total	143,914	53,467	18,815	32,965	249,163	12,670	(6,618)	255,214
Segment profit (loss)	9,264	1,672	(208)	6,766	17,494	(4,627)	2,578	15,445

Three months ended June 30, 2019

(Millions of yen)

	Reportable segments					Others	Adjustments (Note2) (Note3)	Total
	Office Business	Professional Print Business	Healthcare Business	Industrial Business	Total			
Revenue								
External	134,577	50,606	18,646	28,147	231,977	9,765	—	241,743
Intersegment (Note1)	418	137	171	1,105	1,832	3,868	(5,701)	—
Total	134,995	50,743	18,818	29,252	233,809	13,634	(5,701)	241,743
Segment profit (loss)	7,693	1,050	(297)	4,805	13,252	(6,252)	(6,445)	554

(Notes)

1. Intersegment revenue is based on market prices and others.
2. Adjustments of revenue are elimination of intersegment transactions.
3. Adjustments of segment profit are elimination of intersegment transactions and corporate expenses, which consist of general and administrative expenses and basic research expenses not attributable to any of the reportable segments. They include other revenue and other expenses not attributable to any of the reportable segments.

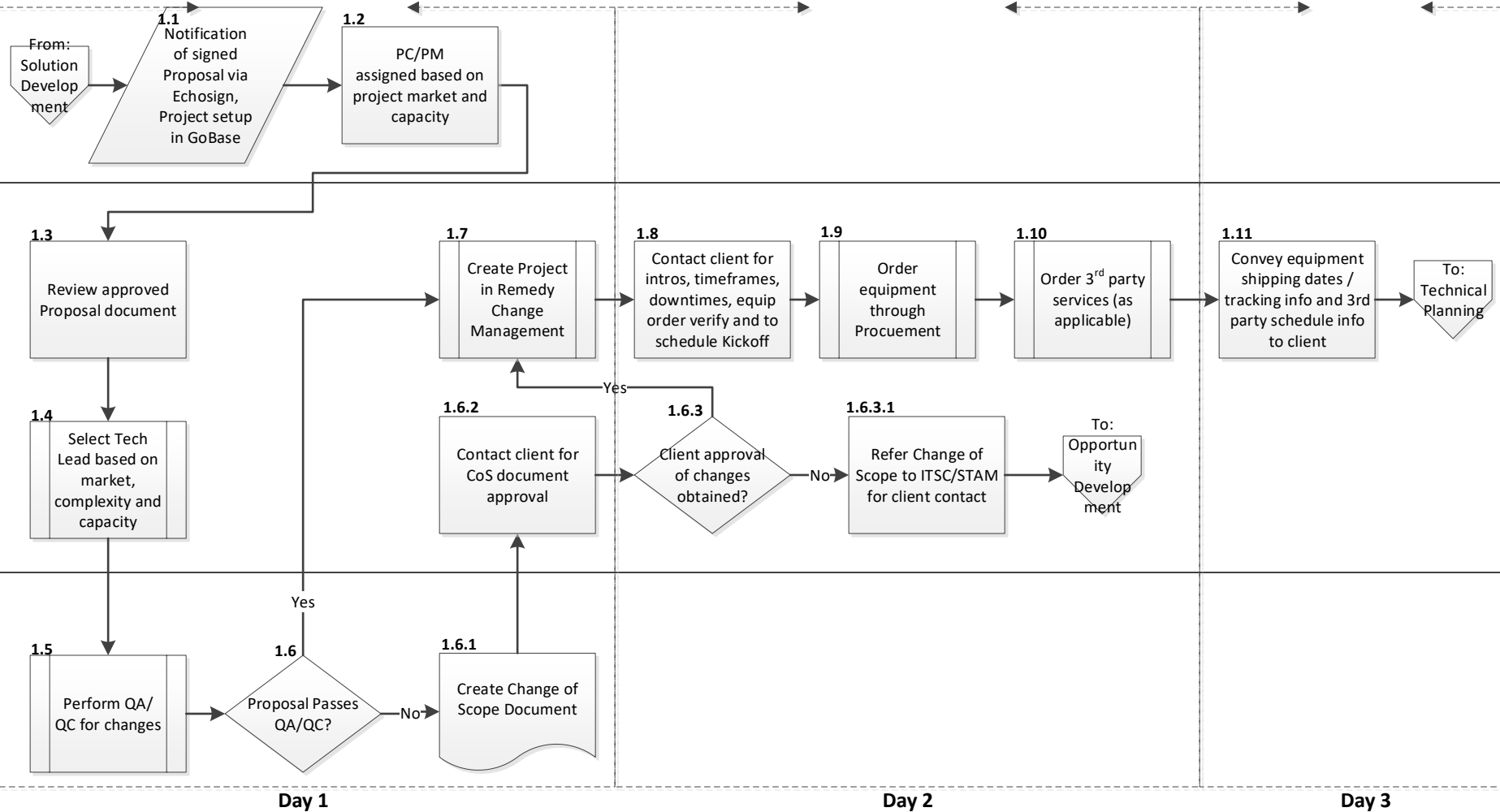
1.0 - Project Planning

Phase

PS or Front Door

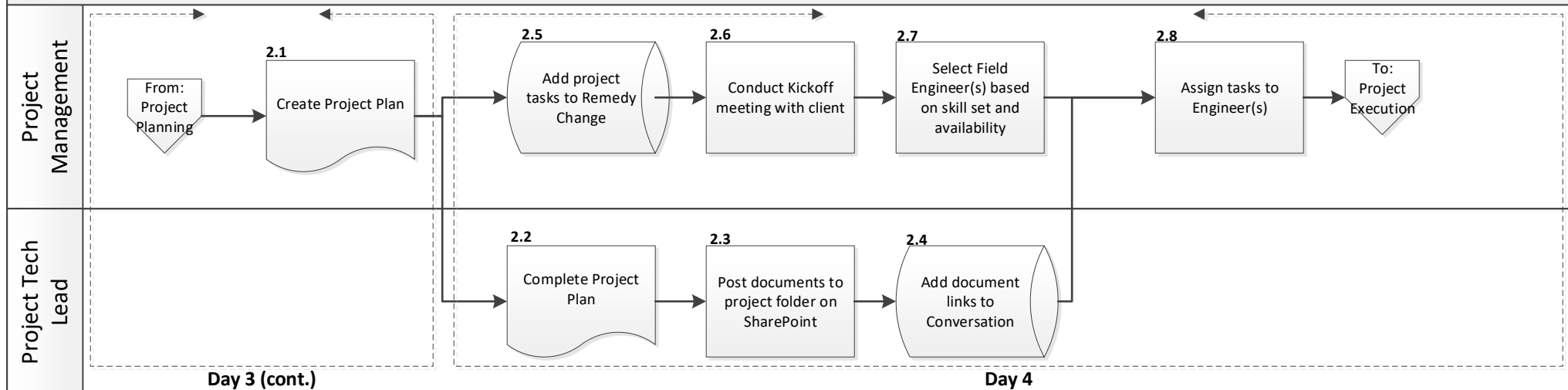
Project Management

Project Tech Lead



2.0 - Technical Planning

Phase

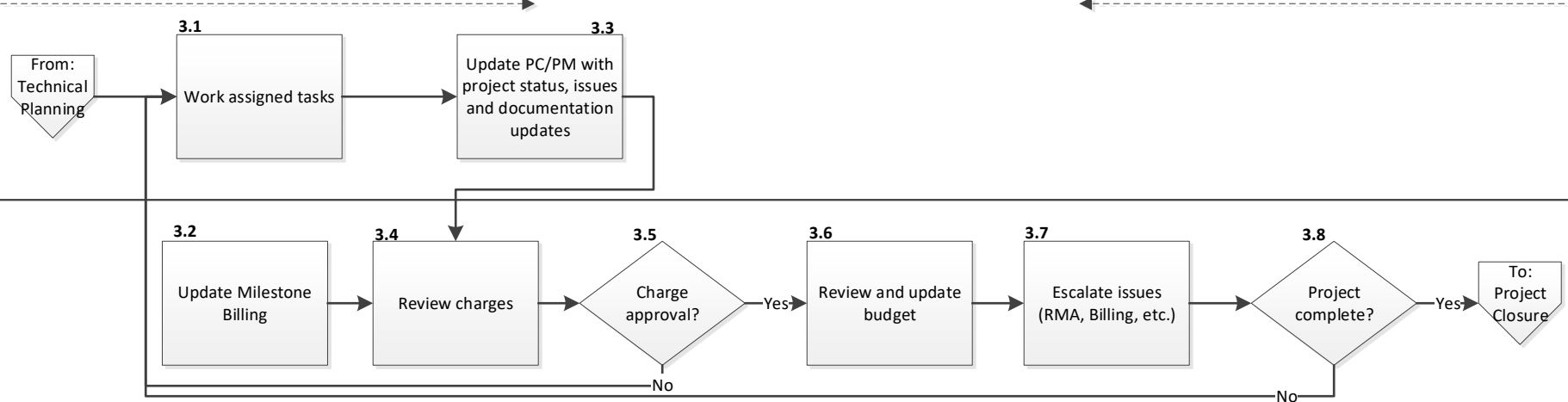


3.0 - Project Execution

Phase

Project Engineer

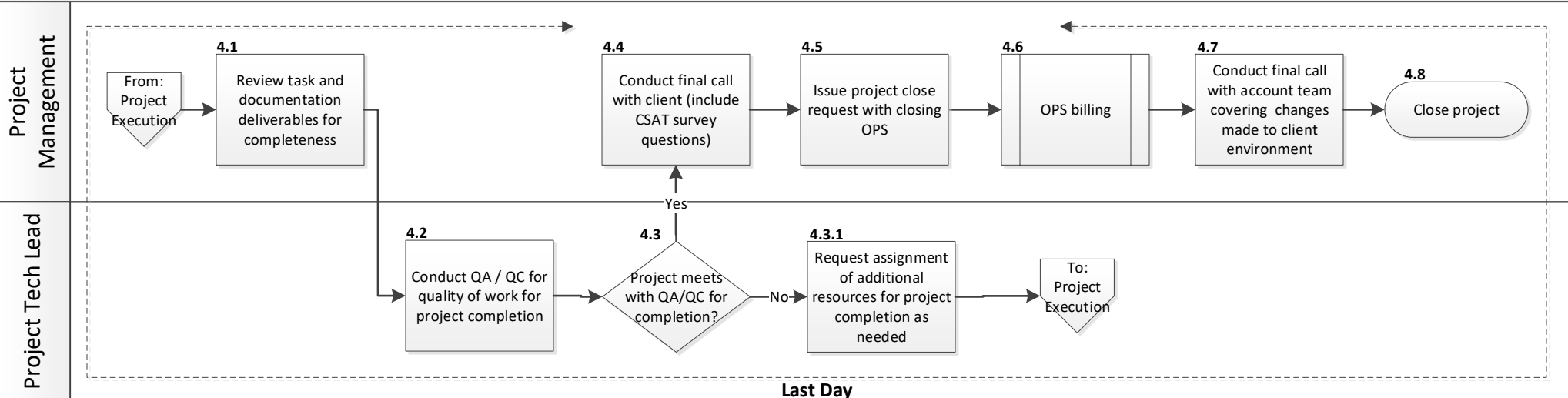
Project Management



Day 5 – Day n

4.0 - Project Closure

Phase



SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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 3rd PARTY INVOICES).

Scope of Services Task	Hourly Rate*	Estimated Hours per Month**	Estimated Total per Month
Category 1	—	—	—
Category 2	—	—	—
Category 3	—	—	—
Estimated Reimbursements			

*Hourly 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 documents submitted with these Cost Proposal Forms.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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:

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.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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

Entity Name: All Covered

By: Saranjam Khan

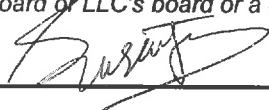
Title: IT Services Consultant

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: _____

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

SAN MATEO COUNTY HARBOR DISTRICT

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum to
Addendum No. RFP # 2019-10, dated November 12, 2019

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: November 12, 2019

Firm: All Covered

Print Name: SARANJAM KHAN

Signature: 

Title: IT Services Consultant.



CASPIAN IT GROUP

RFP: 2019-10
County of San Mateo
Harbor District
November 15, 2019

Information Technology **Support Services Proposal**

Attn.: Julie Van Hoff

San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
El Granada, CA 94018

Prepared by:
Sean Saeb CIO
Caspian IT Group, LLC
1425 Koll Cir. Suite 101
San Jose, CA 95112

**CASPIAN IT GROUP**

Table of Contents

Table of Contents	2
APPROACH TO SCOPE OF SERVICES	5
Remote Management and Monitoring/NOC Services (Pages D-3 – D-6)	5
Support Services and Ongoing Maintenance and Repair (Category 1 Services 1-6)	6
Installation and Software Implementation (Category 1 Service 7)	7
INVENTORY, ASSESSMENT, AND STRATEGIC FORECASTING PLAN (Cost Proposal Category 2) 7	
SCOPE: Develop a long-range IT strategic forecasting plan for the District.	7
ADDITIONAL SERVICES (Cost Proposal Category 3)	8
Qualifications and Experience	9
Size, Structure and Location of the Firm	9
Cost Proposal Form	9
Financial Stability	9
Acknowledgement of Addenda	10
Certificate of Insurance	10
Conclusion	10
Terms and Conditions	11
Charges for Service	11
Conditions of Service	11
Client Responsibilities	12
Service Limitations	12
Warranties and Disclaimers	12
Indemnification	12
Independent Engagement/Non-Hire	12
Confidentiality	13
Insurance Coverage	13
General Provisions	14
About	15
Contact	15
Copyright	15
Cost Proposal Form	16
Financial Stability	20
Acknowledgement of Addenda	23
Certificate of Insurance	25



CASPIAN IT GROUP

November 15, 2019

San Mateo County Harbor District
RFP No. 2019-10
P.O. Box 1449
El Granada, CA 94018
Attention: Deputy Secretary

Subject: **Cover letter for proposal in response to District RFP No. 2019-10 “Information Technology Support Services”:**

Dear Ms. Van Hoff:

Thank you for the opportunity to present our proposal to the Harbor District’s RFP No. 2019-10. Caspian IT Group is a small firm that specializes in companies and agencies exactly like the San Mateo County Harbor District. Unlike most IT support vendors we provide the service set and deliverables that an end-user can expect at an enterprise level company, but we do it for companies ranging from 2 to 50 people. Our approach provides extremely cost-effective 24x7 network management and monitoring and effective end-user support. The mentioned services have been provided to the harbor district in the past 4 years. The principals of Caspian IT are Thomas Vafai and Borhan Zoufan. Our company is an LLC, and Thomas and Borhan are the authorized principals with the authority to negotiate and contractually bind the company.

The attached proposal is intended to be legally binding for a period of 120 days beginning on November 19th, 2019. We commit to honor any conditional statements or offerings made herein for that minimum period of time.

On the whole the proposed contract (sample agreement) in Attachment B is acceptable with the sole exception of Paragraph 19, which is over-burdensome and which places potentially confidential client information of Caspian IT in the public domain were the District to conduct an open audit of literally every financial part of our company. Agreement with such a clause would likely violate other non-disclosure agreements we have with other client companies, and as such we request respectfully that if we are the vendor chosen we re-work that paragraph in the interests of both the District and our company.

We have no conflicts of interest that would limit our ability to provide the services detailed within this proposal.



CASPIAN IT GROUP

Thank you for your careful consideration of our proposal. If there are any questions or areas where you need clarification please do not hesitate to let us know.

Warmest Regards,


Thomas Vafai, CEO
Borhan Zoufan, CTO



CASPIAN IT GROUP

APPROACH TO SCOPE OF SERVICES

Caspian IT Group (CITG) is a small IT support company that focuses specifically on companies and professional agencies exactly like the San Mateo County Harbor District. It is most likely that any provider of any import will have the technical resources and expertise necessary to provide and then care for a network of the size and modest complexity that the Harbor District needs. What differentiates providers across the board is how they have designed their service set, and what the focus of their energies really is.

At CITG we recognize that for a small company the most innovative and technically complex or expensive solution may not always be the best choice, whereas 24x7 monitoring and management and immediate real-time help for end users are priceless assets to staff and productivity. Unlike many IT providers our company is built modularly, insuring that anyone in the company can provide needed support, whether they work in our Network Operations Center, in the field, or at our staffed Help Desk. Thus we have engineered a solution where there is no waiting for the “right” person to become available when an end-user needs help, or when a major issue is present on the network.

Remote Management and Monitoring/NOC Services (Pages D-3 – D-6)

The first and possibly most important service that we offer is that of 24x7 remote monitoring and management of client networks. The goal in employing RMM is to resolve issues before they impact the work environment by monitoring baseline processes throughout the network and taking immediate action when any of those processes is out of bounds from where it should be. Frankly the most common alarm of great significance is when a network drops offline completely- usually as a result of a power outage. The real value in this becomes clear the first time a CITG representative is there when you open your doors in the morning- after your network dropped offline at 2AM, and before you are even aware that your network is offline.

The software utility we use for this monitoring process is integrated with our ticketing system, and is provided by industry leader Autotask. Autotask Endpoint Monitoring (AEM) is considered to be state of the art in the SMB and enterprise world, allowing for seamless integration between the production environment and front end (Help Desk) support staff. AEM provides us with a real-time management console that keeps us in the loop on everything happening on all of our client networks- 24x7. Within 30 seconds of any parameter (disk utilization, heartbeat, memory usage, CPU usage, unauthorized access,



CASPIAN IT GROUP

etc.) going out of range we are notified and are then able to remotely access the network using AEM to take immediate and corrective action.

The other portion of RMM is the management of the network, including patch-management for servers and desktops. Autotask gives us the ability to provide real-time reporting and validation for the status of any and all machines on the network, as well as the ability to automatically push updates to servers and/or desktops- literally as soon as they are made available by the software vendor.

While RMM has been available (and offered by CITG) for many years the District has not benefited from this technology or service in the past, leading to inefficiencies and large losses of productivity from Staff. Historically when things went south the District was at the mercy of the vendor, and as far as can be determined no proactive management or monitoring has ever been employed at the District.

CITG has migrated the emails and been managing the districts Email system after the migration 3 years ago including the administration of the archives and PRA requests.

All critical systems are getting backed up to local storage as well as cloud by CITG Backup Solution nightly. In addition, all servers and workstations are installed with VIPRE Anti-Virus and monitored by CITG.

Support Services and Ongoing Maintenance and Repair (Category 1 Services 1-6)

We recognize fully that from the client perspective end-user support is the single most important day to day service that we provide. With three discrete offices the District needs a provider that isn't limited to onsite visits to maintain or help end-users. We provide four (4) different methods to reach out to the Help Desk from 7AM to 6PM M-F: An 800 number, an icon on the desktop that they can click to open a ticket, a Client Portal site to create and manage tickets, or a simple email to support@caspiantg.com. (We also provide best-effort support on weekends) The vast majority of the time the phone is answered directly by the Help Desk technician, which is why we encourage end-users to use this method of contact. All contacts from whatever source result in the creation of a Ticket, which must be closed out by the technician. Reporting on individual or all tickets is available on a monthly basis, or on-demand as necessary.

Once contact is made the Help Desk Technician can access the end-user's machine, or the network, to do whatever necessary to resolve the issue. As Autotask is already installed on each machine there is no need for the end-user to do anything further to receive the help they need.

In the rare case that we cannot answer, or that a ticket is opened via the Autotask system on the end-user's desktop our SLA guarantees a meaningful response within 15 minutes of the call/submission.



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CITG maintains a common documentation system for every client, meaning that everyone in our company is capable of providing whatever level of support needed to any end-user without having to look around for passwords, contact numbers for the ISP, etc.

Client security (anti-virus/anti-malware/intrusion prevention) is provided as part of our service set.

CITG is currently maintaining the district's Email system including the archive management. Backup is already setup and configured for nightly to the local storage and cloud for all the servers. CITG Backup solution is powered by Acronis one of the industry leaders in Backup infrastructure. CITG will continue providing recommendation and planning on new solution in order to enhance the productivity and performance of the network at the harbor district.

Installation and Software Implementation (Category 1 Service 7)

The District is no different than any of our other clientele- maintaining at least half a dozen different applications provided by third-party vendors across numerous platforms. These range from Key-Card readers to a complex set of programs (Marina Billings and Fund-Balance) running on a Pervasive database. As long as a support contract is maintained with each vendor we will support all applications without exception as a part of our basic service set. We will also maintain and provide on request detailed notes and information on the individual applications and how best to support them. When the district decides on the new ERP application, CITG will provide professional input and consultation to assist on proper decision on the application and the infrastructure required to support the new change.

INVENTORY, ASSESSMENT, AND STRATEGIC FORECASTING PLAN (Cost Proposal Category 2)

SCOPE: Develop a long-range IT strategic forecasting plan for the District.

Because CITG supports our client networks for a fixed fee it is critical that they be "supportable," meaning that among other things they be built of contemporary hardware, with contemporary supported (and supportable) software. Thus we include as a matter of course the consultation necessary to provide any of our clients a strategic plan to allow them to budget on an annual and triennial basis for capital IT expenses and costs. (In addition, this will allow us to provide them with the information and detail necessary to create a "supportable" network.)



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As we have been supporting the District for the past four (4) years we already possess the necessary hardware and software inventory to prepare and present a strategic plan for the regeneration of the network within 15 days of beginning work. We will not charge for this service as working with our clients to prepare for the future is core to our business model.

ADDITIONAL SERVICES (Cost Proposal Category 3)

As a general rule we believe in simplicity and value. If we care for our clients then the value we provide will insure that we are compensated appropriately. As such our billable rates for services that are out of scope are very straightforward:

Project Management Services: \$150/hr

Technical Services: \$110/hr

Please note that we do not provide website design or management (#4) although we are happy to refer the District to any of several partner companies if necessary.



CASPIAN IT GROUP

Qualifications and Experience

CITG is a small company made up of IT professionals who collectively have more than 60 years of IT experience in environments as varied as enterprise data centers all the way to small retail computer support for individual end-users. We tend not to focus on certifications as they do not correlate to real-world capability in our experience; nonetheless we do employ individuals who possess MCSE and CCNA certifications.

CITG is partnered with (among others): Microsoft, VMWare, Dell, Lenovo, Synnix, Autotask, Jive. The RFP specifically asks for the “individual” who will be responsible for the account, but as has hopefully been made clear: We don’t use the old paradigm of assigning a single individual to service an account. Instead the company as a whole works collaboratively to support each of our clients, a system that allows us to scale and expand and adapt our services as necessary for each client, instead of limiting the client to the abilities of the individual person providing the service. Should this system fail a client in any way each of our principals is available by cell 24x7, and clients are encouraged to reach out if they are unhappy for any possible reason. This model has been tested for the past 4 years with district.

Size, Structure and Location of the Firm

CITG has a total of 12 full-time employees working in San Jose, Santa Cruz, and Phoenix, AZ. Our main office is located at 1425 Koll Cir. Suite 101, San Jose, CA 95112. We are an LLC and our revenues this year should top \$2 million from a total of 245 separate client companies.

Cost Proposal Form

Please see Attachment A

Financial Stability

Please see Attachment B for letters from Citibank and Bank of the West detailing our Line of Credit and standing. All told we have nearly \$200,000 of available credit from numerous sources, and our financials are strong, with good monthly recurring revenue, positive cashflows and a sustainable business model.



CASPIAN IT GROUP

Acknowledgement of Addenda

Please see Attachment C

Certificate of Insurance

Please see Attachment D

Conclusion

Providing IT services to a small business or agency like the Harbor District is not rocket science, but it does require great attention to detail, as well as a keen understanding of what it is the client needs, and how best to provide for those needs. We are almost certainly not the largest vendor who will bid on this account, but it is a certainty to us that we are the best prepared and best equipped to serve the needs of the Harbor District.

As mentioned previously, this proposal is binding for 120 days beginning on the 3rd of November 2015.



CASPIAN IT GROUP

Terms and Conditions

Caspian IT Group, LLC.'s liability to The District for any act or omission, whether negligent or otherwise, shall at all times be limited to the cost of the Services.

The project is a joint effort between Caspian IT Group, LLC. and The District. Caspian IT Group, LLC. is not responsible for providing additional work or resources which are caused, directly or indirectly, by delay, omission, or alteration of scope by The District. The District shall reimburse to Caspian IT Group, LLC. any labor charges and/or expenses resulting, either directly or indirectly, from such delay, omission, or alteration.

All information contained in this proposal is confidential between Caspian IT Group, LLC. and The District. This confidentiality clause covers methodology, costs, and all particulars of the proposal. Caspian IT Group, LLC. respects The District' ownership of documentation prepared for The District as part of this project. Caspian IT Group, LLC. staff pledge to treat as confidential any client information encountered during the project.

WHEREAS, Caspian IT Group, LLC. ("PROVIDER") is a provider of IT Consulting and Management Services;

WHEREAS, The District ("CLIENT") desires to contract with PROVIDER for said Services;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Charges for Service

1. Services shall be charged against CLIENT in accordance with the terms and conditions as outlined herein.
2. CLIENT shall, in addition to the other amounts payable under this proposal, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the services provided pursuant to this proposal. Without limiting the foregoing, CLIENT shall promptly pay to PROVIDER an amount equal to any such taxes actually paid or required to be collected or paid by PROVIDER.
3. PROVIDER reserves the right to refuse or suspend service under this proposal in the event CLIENT has failed to pay any invoice according to the payment terms, whether it is an invoice for services provided under this proposal or any other agreement between the parties.

Conditions of Service

Services under this proposal will be provided if PROVIDER serviceability requirements and site environmental conditions are met.

PROVIDER shall not be responsible to CLIENT for loss, damage, theft, or any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the network other than by authorized representatives of PROVIDER.

PROVIDER reserves the right to suspend or terminate this proposal if in its sole discretion, conditions at the service site pose a health or safety threat to any PROVIDER representative.



CASPIAN IT GROUP

Client Responsibilities

1. CLIENT agrees that it will inform PROVIDER of any modification, installation, or service performed on the network by individuals not employed by PROVIDER in order to assist PROVIDER in providing an efficient and effective support response.

Service Limitations

In addition to other limitations and conditions set forth in this proposal, the following service and support limitations are expressed:

1. Cost of consumables, replacement parts, hardware, software, upgrades, and associated services are outside the scope of this proposal. PROVIDER will provide consultative specifications, sourcing guidance, and/or Time and Material/Project offerings.
2. Manufacturer warranty parts and labor/services are outside the scope of this proposal.
3. Services required or requested outside the scope of this proposal may not be exchanged for services within this proposal. Outside of scope support services are available and will be provided on either a Time/Material or Project basis.

Warranties and Disclaimers

PROVIDER makes and the CLIENT receives sixty (60) days warranty on service only, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. Any defects not directly caused by PROVIDER's workmanship are expressly excluded. In no event shall PROVIDER or any of its Directors, Employees, or Other Representatives be responsible for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of property, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

CLIENT shall assume full responsibility for the overall environment in which the network shall be located.

Indemnification

CLIENT hereby agrees to indemnify and defend at its sole expense PROVIDER, its employees, agents, representatives, directors, and shareholders, from and against any and all claims arising out of or based upon CLIENT's use of all services, software, or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement, and patent in fragment. In addition, CLIENT agrees to pay for any judgment and costs associated with such claims.

Independent Engagement/Non-Hire

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any CLIENT during the course of engagement and for a period of one (1) year thereafter. Your signature on this document confirms your organizations' agreement to adhere to this professional standard of conduct.



CASPIAN IT GROUP

CLIENT acknowledges that PROVIDER is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that PROVIDER would be deprived of such benefit if CLIENT were to directly hire any personnel employed by PROVIDER. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of PROVIDER, solicit the employment of PROVIDER personnel during the term of this proposal and for a period of one (1) year following the date of project completion.

CLIENT agrees that PROVIDER damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay PROVIDER an amount equal to **50% of employee(s)' total annual compensation** as liquidated damages, and PROVIDER shall have the option to terminate this proposal without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs PROVIDER would incur to identify, recruit, hire, and train suitable replacements for such personnel.

Confidentiality

This Confidentiality, Privacy, and Compliance portion of this proposal is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and PROVIDER. This proposal shall under no circumstances be deemed to alter any such contract except as specifically provided below.

PROVIDER acknowledges that in the course of providing services to CLIENT, PROVIDER may learn from CLIENT certain non-public personal and otherwise confidential information relating to CLIENT, including its customers, consumers, or employees. PROVIDER shall regard any and all information it receives which in any way relates or pertains to CLIENT, including its customers, consumers, or employees as confidential.

PROVIDER shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by CLIENT or as required by applicable law.

CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by PROVIDER or which comes to its attention during the course of business and provided under this proposal constitute valuable assets of, and confidential and/or proprietary to, PROVIDER.

This provision shall survive termination of this document and any other agreements between CLIENT and PROVIDER.

Insurance Coverage

PROVIDER shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000; worker's compensation insurance as



CASPIAN IT GROUP

required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CLIENT's request, PROVIDER further agrees to furnish CLIENT with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Proposal and at other times as may be reasonably requested by CLIENT.

General Provisions

1. **Sole Agreement:** This proposal constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
2. **Severability:** If a court of competent jurisdiction determines that any terms or provision of this document is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this proposal, which shall continue to be given full force and effect.
3. **Captions:** The captions of the paragraphs of this proposal are for convenience only and shall not affect in any way the meaning or interpretation of this proposal or any of the provisions hereof.
4. **Waiver:** Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other party. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
5. **Governing Law:** Notwithstanding the place where this proposal may be executed by any party, this document, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of California as applied to agreements among California residents to be entered into and performed entirely within the State of California, and such laws shall govern all aspects of this proposal. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of California, in the Judicial Circuit where PROVIDER has its principal office, for resolution of all disputes and causes of action arising out of this proposal, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
6. **Assignment:** This proposal and the rights and duties herein shall not be assignable by either party hereto except upon written consent of the other.
7. **Force Majeure:** PROVIDER shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure.
8. **Attorneys' Fees.** In any action between the parties to enforce any of the terms of this proposal, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.



CASPIAN IT GROUP

About

Caspian IT Group, LLC. is an IT Consulting and Managed Service provider operating in the San Francisco Bay Area. Our team of specialists is equipped with advanced automation tools and many years of applied experience. Because our expert services are tailored to your specific needs, we maximize the return on your IT investment. With Caspian IT Group, LLC., you'll know exactly what you're getting.

Caspian IT Group, LLC. is certified and insured.
C-7 Lic#: 995801

Contact



CASPIAN IT GROUP

www.caspianitg.com
info@caspianitg.com
(408) 780-0900

Copyright

Copyright © 2012 Caspian IT Group, LLC..

All rights reserved. This document contains information intended for the exclusive use of Caspian IT Group, LLC.'s personnel, partners, and potential partners. The information herein is restricted in use and is strictly confidential and subject to change without notice. No part of this document may be altered, reproduced, or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Caspian IT Group, LLC..



CASPIAN IT GROUP

ATTACHMENT A

Cost Proposal Form

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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 3rd PARTY INVOICES).

Scope of Services Task	Hourly Rate*	Estimated Hours per Month**	Estimated Total per Month
Category 1			\$3400.00
Category 2			\$0.00
Category 3	\$150.00	TBD	TBD
Estimated Reimbursements			\$3400.00

*Hourly 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 documents submitted with these Cost Proposal Forms.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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: Caspian IT Group, LLC.

Business Address: 1425 Koll Cir. Suite 101

City/State/Zip: San Jose, CA 95112

Telephone Number: 408-780-0900

Facsimile Number: 408-780-0790

Email Address: info@caspianitg.com

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.

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2019-10

INFORMATION TECHNOLOGY SUPPORT SERVICES

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

Entity Name: Caspian IT Group

By: Thomas Vafai



Title: CEO

By: Borhan Zoufan



Title: CTO

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: _____



CASPIAN IT GROUP

ATTACHMENT B

Financial Stability



SJ-CIVIC CENTER
200 W TAYLOR ST
SAN JOSE, CA 95110

11/18/2019

Reference Letter

To Whom It May Concern:

This is to certify that the title of the following account(s) reflects
CASPIAN IT GROUP LLC
of
1425 KOLL CIR STE101
SAN JOSE, CA 95112-4614

as an account holder.

Account Type	Account Number	Balance	Date Opened
CB STREAMLINED CHKG	204674956	\$97,897.74	06/28/2012

The above mentioned balance(s) represents the accumulation of successive deposits.

Sincerely,

MANSOUREH SAATCHI

Client Financial Analyst



BANK OF THE WEST
BNP PARIBAS

November 18, 2019

Caspian IT Group, LLC
1425 Koll Cir, Suite 101
San Jose, CA 95112

Re: Verification of Bank Accounts

Dear Vafai:

Per your request, the information shown below represents your existing Bank of the West deposit/credit accounts:

Checking account ending in 7028; current ledger balance: \$1,162.92; date opened: 12/5/2018.

Business line of credit ending in 7035; current outstanding balance: \$79,864.41; available balance: \$95,135.59; date opened: 12/27/2018.

Please contact me at (408) 261-3893 if you have any questions.

Sincerely,

Seble Demissie
Vice President/Branch Manager
NMLS# 636933

STEVENS CREEK BRANCH

2910 Stevens Creek Blvd., Suite 100, San Jose, CA 95128

Tel: (408) 261-3893 Fax: (408) 296-6136 Toll Free: (800) 488-2265

Equal Housing Lender.  Member FDIC.



CASPIAN IT GROUP

ATTACHMENT C

Acknowledgement of Addenda

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

SAN MATEO COUNTY HARBOR DISTRICT

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated November 12th, 2019

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: 11/12/2019

Firm: Caspian IT Group

Print Name: Thomas Vafai

Signature: _____

Title: CEO



CASPIAN IT GROUP

ATTACHMENT D

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alex Arash Eshraghi Bayshield Insurance Services 1190 S. Bascom Ave., Suite 140 San Jose, CA 95128	CONTACT NAME: Alex Eshraghi PHONE (A/C. No. Ext): 408-840-4402 E-MAIL ADDRESS: alex@bayshieldins.com FAX (A/C. No): 408-484-1074																					
INSURED Caspian IT Group LLC 1425 Koll Cir. Ste.101 San Jose, CA 95112	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Sentinel Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Markel Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company		INSURER B:	Markel Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	57SBABH9728	06/20/2019	06/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		57UECZC1164	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			57SBABH9728	06/20/2019	06/20/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	X	MWC0087675-03	12/01/2019	12/01/2020	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Eshraghi

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SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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 3rd PARTY INVOICES).

Scope of Services Task	Hourly Rate*	Estimated Hours per Month**	Estimated Total per Month
Category 1			\$3400.00
Category 2			\$0.00
Category 3	\$150.00	TBD	TBD
Estimated Reimbursements			\$3400.00

*Hourly 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 documents submitted with these Cost Proposal Forms.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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: Caspian IT Group, LLC.

Business Address: 1425 Koll Cir. Suite 101

City/State/Zip: San Jose, CA 95112

Telephone Number: 408-780-0900

Facsimile Number: 408-780-0790

Email Address: info@caspianitg.com

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.

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2019-10

INFORMATION TECHNOLOGY SUPPORT SERVICES

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

Entity Name: Caspian IT Group

By: Thomas Vafai



Title: CEO

By: Borhan Zoufan



Title: CTO

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: _____



SJ-CIVIC CENTER
200 W TAYLOR ST
SAN JOSE, CA 95110

11/18/2019

Reference Letter

To Whom It May Concern:

This is to certify that the title of the following account(s) reflects
CASPIAN IT GROUP LLC
of
1425 KOLL CIR STE101
SAN JOSE, CA 95112-4614

as an account holder.

Account Type	Account Number	Balance	Date Opened
CB STREAMLINED CHKG	204674956	\$97,897.74	06/28/2012

The above mentioned balance(s) represents the accumulation of successive deposits.

Sincerely,

MANSOUREH SAATCHI

Client Financial Analyst



BANK OF THE WEST
BNP PARIBAS

November 18, 2019

Caspian IT Group, LLC
1425 Koll Cir, Suite 101
San Jose, CA 95112

Re: Verification of Bank Accounts

Dear Vafai:

Per your request, the information shown below represents your existing Bank of the West deposit/credit accounts:

Checking account ending in 7028; current ledger balance: \$1,162.92; date opened: 12/5/2018.

Business line of credit ending in 7035; current outstanding balance: \$79,864.41; available balance: \$95,135.59; date opened: 12/27/2018.

Please contact me at (408) 261-3893 if you have any questions.

Sincerely,

Seble Demissie
Vice President/Branch Manager
NMLS# 636933

STEVENS CREEK BRANCH

2910 Stevens Creek Blvd., Suite 100, San Jose, CA 95128

Tel: (408) 261-3893 Fax: (408) 296-6136 Toll Free: (800) 488-2265

Equal Housing Lender.  Member FDIC.

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

SAN MATEO COUNTY HARBOR DISTRICT

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated November 12th, 2019

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: 11/12/2019

Firm: Caspian IT Group

Print Name: Thomas Vafai

Signature: _____

Title: CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alex Arash Eshraghi Bayshield Insurance Services 1190 S. Bascom Ave., Suite 140 San Jose, CA 95128	CONTACT NAME: Alex Eshraghi PHONE (A/C. No. Ext): 408-840-4402 E-MAIL ADDRESS: alex@bayshieldins.com FAX (A/C. No): 408-484-1074																					
INSURED Caspian IT Group LLC 1425 Koll Cir. Ste.101 San Jose, CA 95112	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Sentinel Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Markel Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company		INSURER B:	Markel Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	57SBABH9728	06/20/2019	06/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		57UECZC1164	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			57SBABH9728	06/20/2019	06/20/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	MWC0087675-03	12/01/2019	12/01/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Eshraghi

Managed IT Services Proposal for

*San Mateo County
Harbor District*

DELIVERED ON:

11/19/2019

SUBMITTED BY:
PRECISION IT CONSULTING



P: (877) 800-6710
Info@PrecisionITConsulting.com
2480 Stanwell Drive Suite #280
Concord, CA 94520

November 19, 2019

Re: Request for Proposals for #2019-10 for IT Service

Julie van Hoff, Director of Administrative Services, San Mateo County Harbor District

Precision IT Consulting is pleased to submit our proposal for Information Technology Support Services. Precision IT Consulting has been a stable and reliable source that medium to large sized organizations in Northern California have depended on for implementing and supporting there IT Environments.

We understand the full scope of the services that are needed and we are confident based upon our experience that we can provide the services that have been outlined in the RFP.

This proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the San Mateo County Harbor District

Sincerely,

A handwritten signature in dark ink, appearing to read "Ron S. Graham", is written over a horizontal line.

Ron S. Graham, vCIO

RonG@PrecisionITConsulting.com

Approach to Scope of Services

Per Attachment D and the requirements outlined in the Scope of Services, we acknowledge these goals and what the District is trying to accomplish as follows:

- "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 return on investment in technology."

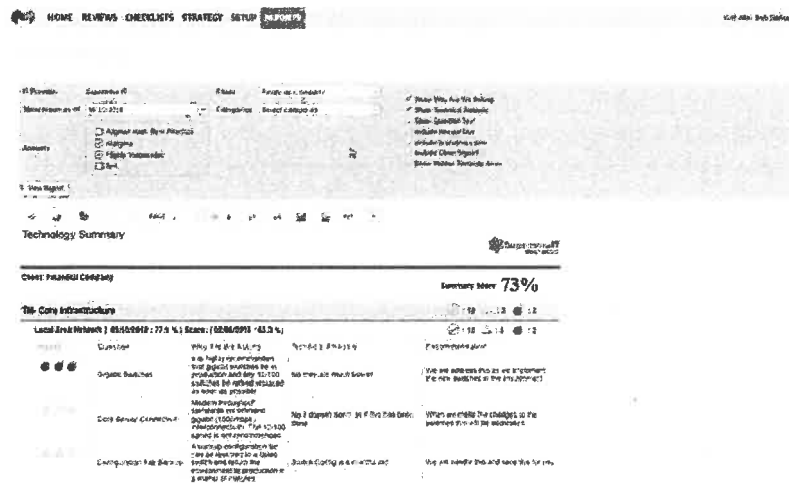
We understand the goals you are trying to achieve and our unique approach to Managed IT Services are outlined in the following details, how they relate to those goals, and the specific requirements you provided in the Scope of Services (Attachment D).

INITIAL ASSESSMENT

The key and starting point for our Managed IT Services plan are the strategic services we include and provide to each of our clients. Precision IT Consulting utilizes several platforms to deliver these vital services that help make sure our clients are aligned with best practices and prepare for future technology needs. These services allow us to be more proactive and reduces the amount of downtime our client's experience. For each of our clients, we assign a vCIO (Chief Information Officer) and a TAM (Technology Alignment Manager) to deliver our Strategic Services.

Regular Technology Reviews

The first phase in our Strategic Services is our Technology Review audits. The Technology Review audits, which are powered by the "MyITProcess," are customized audits that take a look at every aspect of our client's infrastructure. These audits will look at every area of our client's IT environments and make sure they adhere to our library of IT standards. Below is a screenshot of this reporting tool.



SERVICES REQUIRED

We understand the District's needs and below is a list of all the services for Email, Servers, Network, Desktop, Application, backup and confidentiality required. San Mateo County Harbor District

UNLIMITED REMOTE DESKTOP, NETWORK, EMAIL AND SERVER SUPPORT

San Mateo County Harbor District will have 24 x 7 access to unlimited remote support from our Support Desk team for all of your end-users. We will provide a service request ticketing system to create and track all IT related issues and projects as well as provide any reporting metrics. End-users will be offered multiple ways to access the ticketing system. For any priority issues, we will provide end-users access to call our Support Desk team, so we can start working on their support requests right away.

If an issue can not be resolved remotely, we will then provide onsite support for any locations within the San Francisco Bay area. For any locations outside of the San Francisco Bay Area, we will utilize our partner network to provide onsite support at a discounted rate.

Both Remote and Onsite support will cover the following requested items:

- Perform basic support functions as needed/requested, including the installation of PC's, laptops, tablets, printers, peripherals, and software.
- Diagnose and correct desktop applications issues.
- Identify and correct end user hardware problems and perform advanced troubleshooting.
- Ensure scheduled preventive maintenance for equipment is promptly performed.
- Configuration management, including changes, upgrades, patches, etc.
- Maintain and support network equipment, including switches, firewalls, routers and other security devices.
- Install and maintain printers, scanners, network devices and other computer peripherals.
- Analyze routine configuration changes and install software patches and upgrades as well as minor cabling if needed.
- Maintain network documentation and procedures.
- Install and maintain printers, scanners, network devices and other computer peripherals.
- Analyze routine configuration changes and install software patches and upgrades as well as minor cabling if needed.
- Maintain network documentation and procedures.
- Manage the District's email system and ensure domain names are maintained properly.
- Add, delete and/or change employee email accounts as needed by the District; ensure that each email account is working efficiently and effectively free of uninterrupted errors; and ensure that each individual email account can maintain ample server space.

- Ensure that all servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted intrusion into the District's computer network system.
- Perform security audits as requested and notify designated District personnel immediately of suspected breach of security or intrusion detection.
- Establish and maintain a backup system to prevent loss of data and functionality as well as reduce downtime.
- Configure the District's system to enable remote access in a secure environment and provide remote access administration as requested by the District.

Proactive Monitoring

For all workstations, networking, and server hardware, we will deploy agents on your systems that will provide us with 24 x 7 monitoring, reporting, and alerting for any critical issues that may cause downtime.

- Complete proactive monitoring of network equipment including alert notifications to designated District personnel in the event of device failure.
- Monitor and manage network performance and capacity management services, and network troubleshooting.
- Monitor server performance and capacity management services.
- Systems shall be designed to notify designated District personnel when system securities are breached and or when system hardware is not operating efficiently.

SECURITY SERVICES

IT Security is extremely important part of the ongoing Managed IT Services we provide for our clients. It is a critical part of making sure we help reduce the amount of downtime our clients face. Below are the following security services and technologies we provide:

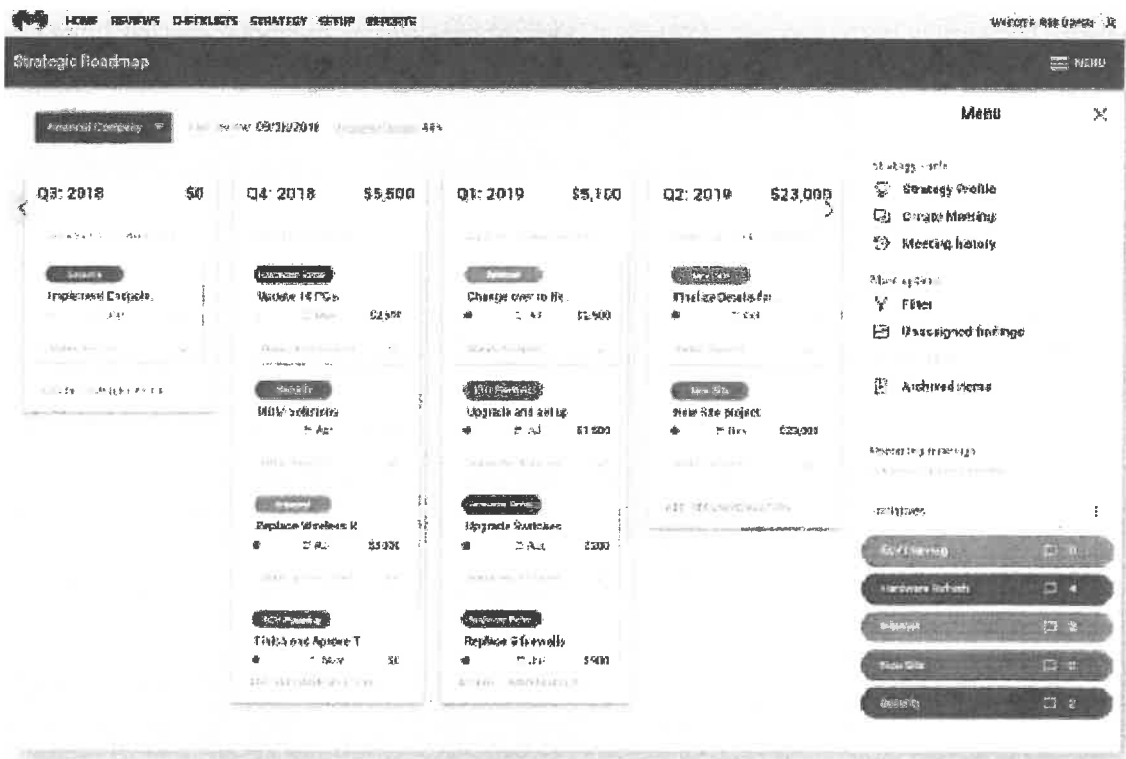
- Endpoint Protection: Centrally managed antivirus/malware/ransomware protection
- Security Updates: Automated security patch management for applications
- Email Security: Anti-phishing, email continuity and email archiving
- Vulnerability Checks: Annual external network vulnerability scans
- Firewall Management: Network security appliance (Firewall) management
- Training: End User security training and regular security tips notifications
- Policies: Recommendations and management of security policies.
- Business Continuity: We provide and manage your data protection solutions

PLANNING

The following items are addressing the Districts desire for detailed Roadmaps and Planning for IT Leadership and Equipment.

Strategic Roadmaps

One of the results of the Technology Review is the development of a Strategic Roadmap that helps our clients plan out there technology investments for budgeting purposes. This tool allows us to organize initiatives, recommendations, and budgets that are directly tied to findings from the Technology Review Audit. Below is a sample of what is included in this report.



Technology Lifecycle Planning

For each of our clients, we also provide reporting on the age and warranty status for our client's networking, server, and workstation hardware. This reporting allows us to work with our clients to implement a technology lifecycle program that decreases the chance our clients face any downtime due to outdated technology. We will also keep track of any software licensing so your organization stays in compliance. Below is a sample of this reporting.

Regular Technology Review Meetings

Regularly, we will meet with our clients to go over the results of our Technology Audits, Strategic Roadmap, Technology Lifecycle plan, the status of service, the state of projects, and any other specific items required by our clients.

We acknowledge the Districts desire for utmost confidentiality and will sign and agree to the confidentiality clause provided by the District.

SPECIFIC DUTIES AND SERVICES

Category 1 and 2

Precision IT Consulting acknowledges all the items listed under the Category 1 and Category 2 headings on the RFP 2019-10. Precision IT Consulting confirms we have those items completely addressed under our Support Umbrella and on previously listed categories above.

Category 3 (Additional Services)

Precision IT Consulting (PITC) acknowledges the following items (not limited to) and is prepared to work with the District to assist, refer to trusted partner, or directly tackle said items on an as-needed basis. The items that PITC would directly administer are considered out-of-scope and would be billed on a time and materials basis.

- Software training for non-District owned applications.
- Audio/Visual activity outside the scope of normal business operations (normal business operations to include video conferencing and remote access dial-in conference calling services such as GoTo Webinar and Skype).
- Website design or management using Streamline web design software.
- Assistance with gathering records for the purposes of fulfilling compliance with any California Public Records Act requests.
- Leased equipment.
- Any other activity (list) that is not part of normal monthly operational uses or needs.

GUARANTEED SERVICE LEVEL AGREEMENTS

We provide guaranteed responses with a Standard Service Level Agreement (SLA) based upon the urgency of the support request. Our goals for SLA are as follows:

- 100% of the time for Severity 2 related service tickets
- 90% of the time for Severity 3 related service tickets
- 80% of the time for Severity 4 and 5 related service tickets

VENDOR MANAGEMENT

We will help manage your other IT related vendors and act as the liaison between these vendors and your business. We will help avoid the finger pointing between vendors that can happen and focus on making sure your technology issues get resolved.

VOLUME DISCOUNTS ON HARDWARE & SOFTWARE

Gain access to the discounts we receive when you purchase hardware and software from us.

PROJECT SERVICES

For any needed hardware or software upgrades or migrations, we have a dedicated team of Project Managers and project leads that will lead the planning, testing and implementation of our projects based upon detailed project plans and proven experience.

Cost Proposal

Our fees are based on the time required and will be billed at the all-inclusive fixed rate of \$165.00 per user for the contract period of one year from the date of the contract. Expenses for travel, meals, lodging, printing, and report production are charged as part of the all-inclusive rate above.

Precision IT Consulting provides the following estimate based on the amount of users that will be converted:

DESCRIPTION	PRICE PER USER PER MONTH	ESTIMATED USERS	TOTAL PER MONTH
Precision 360 Advanced Managed Services Rate	\$165	37	\$6,105 / month
TOTAL PER MONTH			\$6,105

Project Support

For projects (New hardware and software implementations), the rate will be \$150 per hour for any network or engineering support needed and \$110 per hour for any desktop related project support needed. All projects are billed as "not to exceed" and only actual hours will be billed.

About Precision IT Consulting

At Precision IT Consulting, we appreciate the trust you put in us when you hand us the keys to your IT kingdom. We've earned that trust from hundreds of clients in different industries, and we will do our best to earn it from you as well.

Our team of strategic thinkers with years of experience in both IT and business will do our homework and make sure we understand your business goals before working with you to set technology goals.

Our specialty is providing strategic services for how you work, operate, and grow. We think this is important because IT is about people, not computers.

Precision IT Consulting was founded in 2008, and we currently have 15 full-time employees. We primarily work with clients that have no IT staff internally and have a team of 10-150 employees. We currently support 1,000 endpoints and can provide support for clients that have locations throughout the nation.

ABOUT OUR SERVICE DELIVERY MODEL

The following is an outline of how our service delivery team is organized.



- vCIO – Provides strategic guidance and is an escalation point for our clients.
- TAM – Helps implement standards and ensures standards are always in place for our clients
- Design Desk – Develops our solution proposals and manages our Product Procurement services.
- Support Desk – Front line of support for any reactionary IT support and provides onsite support for clients when needed.
- Professional Services – Lead on all projects implementing new hardware and software for our clients.
- Central Services – Implements all Systems Management tools that provide the proactive alerting and monitoring for our clients.

Our Management Team

Experienced IT Leadership

Precision IT Consulting is staffed and guided by respected industry leaders—people with decades of experience in the networking, computing, and Internet industries. Meet Precision IT Consulting's leaders with the breadth and depth of experience and expertise you need to get the job done right.

Kosta Paskos – Chief Executive Officer

Kosta Paskos is the CEO of Precision IT Consulting, Inc., which was founded in 2006. Precision IT Consulting was founded with the idea of bringing enterprise-class information technology services to small and medium-sized businesses. He is responsible for setting the overall direction and strategy of the firm. Kosta has over 16 years of experience in technology and has held positions as a computer consultant, IT manager, IT director, and CEO. Before founding Precision IT Consulting, he was the IT director for a coalition of outdoor clothing companies including, The North Face, Vans, JanSport, Eastpak, and others. In this position, Kosta managed over 200 servers, 1000 PCs, 200 locations, and 20 support personnel. Kosta has a degree in computer technology and holds multiple industry certifications from Microsoft, Cisco, HP, VMware, CompTIA, and SonicWALL.

Ron Graham - vCIO

Ron is our lead vCIO and brings over 23 years of experience of working within the information technology industry and has held various technical, management, and project positions with small and large companies. Ron is in charge of managing the Strategic services we provide our clients. Ron completed studies in Computer Science and has completed a multitude of technical, customer service, and business training courses from organizations such as Skillpath, Dale Carnegie, HDI (Professional Association for the Technical Service & Support Industry), Microsoft, CompTIA, HP, and Dell.

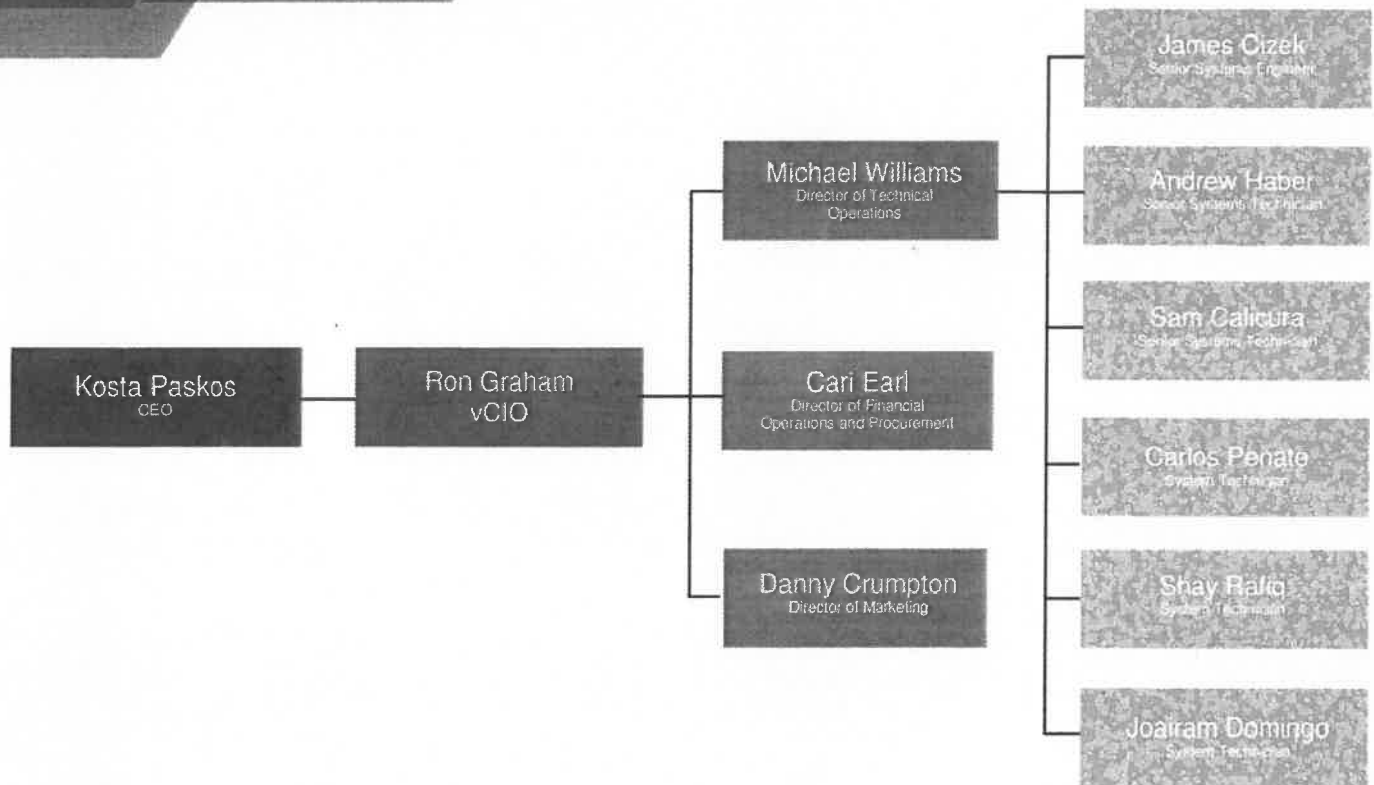
Michael Williams – Director of Technical Operations

Michael Williams is the Director of Technical Operations, directly manages Precision IT Consulting's Support Desk and Centralized services team, and helps with the company's service deliveries, technical standards, processes, and training programs. Michael Williams has been with Precision IT Consulting since 2009, and since joining, he has held a variety of help desk and field related positions. Michael has a degree in computer technology and holds multiple industry certifications from Microsoft, Cisco, HP, VMware, ConnectWise, LabTech, and CompTIA.

Cari Earl – Director of Financial Operations

Cari Earl is the Director of Financial Operations and directly manages Precision IT Consulting's Accounting, Administrative, and Procurement Teams and has overall responsibility for the company's financial and administrative services infrastructure. Cari Earl has been with Precision IT Consulting since 2016 and brings over ten years of finance and operations management experience with other Managed Service Providers.

PRECISION IT ORGANIZATIONAL CHART



CLIENT REFERENCES

Current Contract - Sewer Authority Mid-Coastside

Kishen Prathivadi, Engineering & Contracts Manager , 650-726-0124 x145

The Sewer Authority Mid-Coastside (SAM) provides wastewater treatment services and contract collection maintenance services for a population of approximately 27,000. Precision IT Consulting won the contract to provide complete IT services after a rigorous selection process. Their environment consists of approximately 27 PC's, 3 servers, networking equipment and backup and disaster recovery.

Current Contract - Municipal Pooling Authority

Erwin Chang, General Liability Claims Manager, (925) 482-0015 x70

Municipal Pooling Authority (MPA) is a Joint Powers Authority established in 1978 for the purpose of providing liability insurance to municipal agencies in Northern California. Through the years, MPA has grown in membership, service area and has expanded the lines of coverage to include, but not limited to, Workers' Compensation, Property, Vehicle Physical Damage, Risk Control, Employee Benefits, Employee Wellness Programs and more.

Current Contract - Town of Discovery Bay

Dina Breitstein, Assistant General Manager, (925) 634-1131

Town of Discovery Bay Mission: Provide effective and fiscally responsible municipal services in a manner which promotes a high standard of community life with a focus on the environment and the Delta in partnership with the community.

ORIGINAL



RESPONSE TO SAN MATEO COUNTY HARBOR DISTRICT

Information Technology Support Services

SIERRA CONSULTING, INC.

650 E Devon Ave, Suite 115, Itasca, IL 60143

Office: (510) 299-4988

Fax: (314)309-2005

Krishna Boyapati

Vice President

Table of Contents

A. Cover Letter	2
B. Approach to Scope of Services	3
Scope of Work Approach and Methodologies	3
1. Initial Assessment	3
2. Desktop Applications Support	3
3. Server Administration Services	4
4. Network Administration Services	4
5. Security	4
6. Strategic Planning	4
7. Help Desk Support	5
8. End User Training	5
9. Onsite Support	5
10. Public Records	5
11. Computer Inventory and Disposal	5
Coordination & Communication	5
Recruitment Process	6
C. Qualifications and Experience	8
Key Personnel	9
Reference List	15
D. Size Structure and Location	16
E. Financial Stability	17
F. Acknowledgement of Addenda	18

A. Cover Letter

Find the Original Cover Letter followed by this page:

A. Cover Letter

November 18, 2019

San Mateo County Harbor District
El Granada, CA 94018
Attention: Deputy Secretary

Re: Request for Proposals, Information Technology Support Services

To Whom It May Concern:

Sierra Consulting, Inc. (Sierra) proposes to provide all goods and services as set forth in the San Mateo County Harbor District Request for Proposals (RFP) Information Technology Support Services. Based on our past performances and our core competencies, we are an excellent match to provide Services as outlined in the RFP and we are looking forward for an opportunity to work with the SMCHD.

Sierra was established in 2014 and is headquartered in Itasca IL. Sierra is an IT consulting and staffing firm led by Ajay Sunkara (President), along with Mr. Krishna Boyapati (VP-Director of Operations). Sierra is a business enterprise with <\$10.5M size standard under NAICS 541511, 541512, 541513, and 541519. Sierra has been providing IT Consulting Services to various State, Local, and Fortune 500 Commercial clients.

Sierra has evolved from an IT and Engineering focused company concentrating primarily into a global workforce solutions leader with a breadth of specialty businesses. Sierra's technical knowledge and breadth of expertise in providing IT Services has earned appreciation from many of our customers and paved way for long-term engagements and expanded our capabilities to support our clients with non-IT and Non-Technical staffing services to support their business growth. Our core competencies are IT staffing on need basis, Project Management, Business Analysis, Systems Analysis, Technical Solutions and Architecture, Network Infrastructure, Information Security, Integration of Systems, Data Collection and Analysis, QA/UA Testing, ERP Implementation and Maintenance, Application Development and Maintenance. Administrative and Operational staffing, Office Managers and ground staff to manage daily operations.

Over the past 5 years we have a proven record of accomplishment of providing 170+ Temporary Personnel with a mix of Project Management, Business Analysis, Systems Analysis, Systems Administration, Administrative Staff, Retail Support Staff, General Accounting Staff and IT staff to support IT tasks and Helpdesk Support. We have a proven record of accomplishment of providing on-call Agile Program Managers, LOB Managers, Project Schedulers, Project Coordinators, Business Systems

Analysts, IT Project Managers, Contract Administrators, IT Governance Specialist, Enterprise IT Architect, IT Security Specialist, PeopleSoft Administrators, QA Specialists, QA Testers, Trainers, Help Desk / Desktop Personnel, Cyber Security Specialists, Security Engineers, Network Administrators, Network Security Specialists to name a few.

Sierra Consulting, Inc. understands that the SMCHD is seeking responsible professional Staffing firms to provide IT support services with experienced and knowledgeable IT personnel to provide proactive maintenance, support and other IT related functions.

Sierra has a well-defined business model based on different industry sectors such as Education, Schools districts, Finance, Health Care, State Government, and Manufacturing clients. This business model lends us with the required financial stability to provide support to our employees and meet our client's expectations. We perform onsite and offsite contract work for the US public sector clients using CMMI, PMBOK, ISO 9001:2008 and ITIL processes. From lessons learned over the last five years, Sierra brings proven capability to deliver qualified technical and administrative professionals with subject matter expertise on leading edge professional solutions tailored to our clients /federal agencies' requirements across administrative, financial, human resources, acquisition in lines with Federal Acquisition Regulation (FAR).

Sierra would be pleased to provide these services and commits to doing so in a positive and professional manner.

Sierra commits this proposal and cost schedule shall be valid and binding for one hundred and twenty (120) calendar days following proposal due date and will become part of the contract that is negotiated with the SMCHD. We have read the Sample agreement and we accept all the terms and condition in the agreement.

Thank you for your kind consideration of our proposal and we look forward to hearing from you soon.

Sincerely,



Krishna Boyapati/ Vice President
Sierra Consulting, Inc.
650 E Devon Ave, Suite 115, Itasca, IL 60143
Office: (510) 299-4988; Fax: (314)309-2005
Email: krish@sierraconsult.com
Website: www.sierraconsult.com

B. Approach to Scope of Services

Sierra Consulting has thoroughly reviewed the solicitation and Scope of Work. We will address each area in our presentation below.

Since our founding, our client centric service philosophy has been a driving principle in our success. Our ongoing pursuit of excellence in this area has resulted in receiving numerous awards and a leading firm in the IT support services and IT management services. We will follow the following approach during the contract term within the timeframes that are mutually agreed in line with the SMCHD's requirements.

Our project manager and account management team approach are based on our strong commitment to and use of process and process improvement. Our project management practices incorporate the approach of the Project Management Institute (PMI) and ensure that every task will be effectively managed. Our Account Managers maintain close supervision of the ongoing process of assignment, day to day work orders, while ensuring careful selection of the personnel best suited and qualified to meet the client's requirements and expectations. The success of our Project and Account Management team in providing high quality, on-schedule service delivery is borne out by our high Customer Satisfaction scores (averaging over 90%) and the fact that our contracts have been renewed / extended for years by various clients. Our team has the capability and experience to deliver quality work on time and within budget.

Scope of Work Approach and Methodologies

1. Initial Assessment

With the assistance of SMCHD staff, we will compile an inventory of all information technology related assets, VPN connections, site-to-site connections, VLANs, firewall settings, switch configurations and all paths of communication. Use and update existing SMCHD network drawings with information related to all inventoried items to illustrate visually with Microsoft Visio, communication paths with IP address, VPNs, VLANs, and firewall settings. Then make analysis of any gaps, recommendations on improvements and corrections or change management as necessary for SMCHD operations and collaboratively work with SMCHD to make those changes/updates as mutually agreed timeline and budget.

2. Desktop Applications Support

Once the initial assessment is done, then Project manager along with application support engineers perform basic support functions on going including, but not limited to:

- Installation of PC's, laptops, printers, and software
- diagnose and correct desktop application problems, configure laptops and desktops for standard applications
- Identify and correct hardware problems, performing advanced trouble shooting assist designated SMCHD personnel with hardware and software purchases as needed
- Assist with warranty and other technical support
- Set-up and maintain VPN connections for offsite connection to main server
- Maintain email accounts, spam filters, Outlook, firewalls, whitelists, and all software on Desktop and Laptop PCs
- Maintain server system updates and backups

3. Server Administration Services

The Project Manager will ensure the team manages computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the Agency's system, SQL, Oracle and Access databases to include support for website access to databases. Monitor server performance and capacity management services. Ensure scheduled preventive maintenance for equipment is promptly performed after required due diligence, business continuity and back up support, permissions for maintenance shutdown are in place. provide back-up plans and procedural documentation for active servers. Being in this industry and management having more than 15 years of experience, we completely understand confidentiality of information is vital in our project. Our staff including the project manager will sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law as per SMCHD requirements. We will be happy to provide proof that background checks have been performed on our employees that will be providing support services to SMCHD and uphold SMCHD's security standards.

4. Network Administration Services

Our network administration services team under the direction of project manager will perform duties on ongoing basis that includes, but is not limited to, the following:

- All SMCHD business network equipment including switches, firewalls, routers, IP phone system, and other security devices
- Manage backup and disaster recovery systems
- Primary installation and maintenance of printers, network copiers/scanners, group policy, software updates, etc. as deemed necessary
- Monitor network performance and capacity management services
- Maintain SMCHD-wide network diagram
- Perform audio editing of MP3 files
- Maintain, add, remove and configure multiple networks and VLANs
- Maintain, add, remove and configure multiple virtual machines
- backup all PCs using industry-standard software to insure fast restoration

5. Security

Our server administration team along with project manager will develop timetable with types of checks, performance dashboards on maintenance of virus/malware detection and spam reduction programs on SMCHD servers, email and all other SMCHD computers and laptops. The team will perform security audits as predefined process and timeline and notify SMCHD personnel immediately of suspected breaches of security. Assist SMCHD in complying with best practices.

6. Strategic Planning

Our Project Management team will proactively provide technical leadership for all IT issues. Make recommendations for future purchasing and technology needs. Will work with SMCHD and keep up-to-date on new technology changes and uses that will enable SMCHD to increase efficiency and reduce costs. Install equipment including new servers, software, and hardware and transfer data when required. Assist with policy formulation and application as required.

7. Help Desk Support

We can provide end user support on timely, friendly, and professional. We have offshore centers that can support 24/7/365. Urgent and emergent support will be available 24/7/365. Routine support can be available Monday – Friday from 8 a.m. to 5:00 p.m.

8. End User Training

Our technically qualified and skilled team is capable of providing training for various technology as necessary. Whether it is for common software or hardware used in a business setting or new equipment installed. This shall be at SMCHD's request or when a need is identified and mutually agreed.

9. Onsite Support

We can provide regular scheduled and dedicated onsite support eight (8) hours quarterly to address SMCHD-wide and/or departmental hardware and software issues. We can also provide additional onsite support as needed for major projects.

10. Public Records

Our team will aid in public records keyword searches through active and archived email and network files of current and former employees. Preserve original metadata of e-mails and network files while saving contents to electronic files.

11. Computer Inventory and Disposal

Our team on ongoing basis, as per the SMCHD requirement will prepare and provide quarterly hardware inventory reporting and follow the SMCHD guidelines in proper and legal electronic disposal of surplus electronic equipment.

Coordination & Communication

Sierra's Account Management team is well conversant with working with the States, Counties and local bodies on similar contracts and knows the criticality of their requirements. We are very particular about the communication we establish with our clients. We believe that the communication needs to happen in the timeliest manner with our clients. Sierra proposes Mr. Subrahmanya Hegde (Subbu) as a Primary Account Manager and Sid Rana as an alternate Account Manager to this Temporary IT Contract Staffing Services RFP. Mr. Subbu has 16+ years of experience in managing the IT Staff Augmentation / Temporary IT Staffing contracts. He is responsible for the following but not limited to:

- Contract related communication
- Requisition/Goals/Objectives related communication
- Project communication
- Resources related communication

Contract Management: The contract management process with our client begins with designation of an Account Manager as the primary point of contact from our side. The Account Manager will provide all the support needed by our resources to excel in their assignments as part of the Contract.

Project Commitment: Sierra commits to extend all the support to our assigned IT professionals to complete projects successfully and to meet or exceed our Client Requirements.

Planning and Monitoring: The Account Manager ensures that resources assigned with our clients are performing to the expectations of the specified requirements. Periodic status and feedbacks are obtained on the performance of the individual. The Account Manager is responsible for the following but not limited to:

- Issue Identification and Resolution
- Performance Tracking
- Status Reporting
- Obtaining Feedback

Based on the industry Practice, we intend to bring only the best to SMCHD by using ITIL (Information Technology Infrastructure Library) practice. We will work closely with SMCHD Management to implement ITIL, which allows the user and the technician to differentiate and prioritize between incident & request so the user can address the incident and resolve it in priority bases.

Recruitment Process

Sierra's approach to recruiting provides a robust model to address all the critical factors and services that are essential to the clients and employees for a successful outcome. This consultative model entails an engaged dialogue between Recruiter, Client and Candidate to enhance the level of partnerships with all stakeholders. Our recruiters approach every recruitment effort with a broad understanding of the specific operational needs of their clients and provide a robust and competitive pool of applicants. At Sierra, we work diligently to attract, recruit, and retain the most qualified and diverse candidates to support strategic, technical, operational and service excellence goals of our clients. With this approach, we are able to provide full career lifecycle planning services that specially designed to meet the unique need of temporary professionals. These services include global recruiting network, processing of professional work visas in the US, advanced training and development, marketing and placement of consultants, comprehensive employee benefits package, collaborative partnership opportunities and career planning. By this comprehensive approach which addresses all the needs of potential and current employees, we are able to attract high quality of staffing personnel, which in turn gives us critical competitive advantages.

Employee Screening and Selection

Resume Validation

After identifying the resumes of the potential candidates, Sierra recruiters go through a stringent validation process which includes the following checks:

- Recruiter Interview: Sierra performs mandatory interviews in person or video conference. During the interview, we talk to the candidates about their past experience, technical expertise, level of knowledge, ability to communicate and ability to work in a team. These screenings

usually provide good insight into a candidate's background and work experience. During this process, the recruiter addresses the following:

- Job description, with a summary of the responsibilities of the role, and the required level of education, work experience and industry knowledge
- Performance requirements, training/skills enhancement and corporate culture/working environment
- Expected pay rates and benefits, work culture, environment and work hours
- Employment type, depending on the type of the role: contract, contract-to-hire, full-time positions
- Comfort level of the candidate for the listed position, aspects of the role with which he/she does not feel confident, restrictions regarding work schedules and other factors which could inhibit the candidate from taking on the role
- Insights into the technical aspects of the role, and concerns about the methodology or technology being used
- They obtain written acknowledgement/approval from the candidate that he/she agrees with all the aspects of the role with respect to compensation, benefits, job description, responsibilities and type of employment

Behavior-Based Interview

Behavior-based interviewing allows Sierra's recruiters to identify each candidate's current and past accomplishments and their capabilities for future success. Recruiters conduct their interviews as in-depth and strategic conversations to gain a thorough understanding of the candidate's knowledge, skills and abilities. Behavior-based interviewing supports the premise that past behavior is a predictor of future performance and has been found to have the highest predictive validity of any screening methodology. Research indicates that behavior-based interviewing is two to five times more reliable than traditional interviewing methods. This not only helps to confirm the requisite skills, but the motivation and organizational fit to be successful in the SMCHD's future requirements.

Technical/IT Evaluation Tests:

All Sierra Technical/IT recruiters have the solid technical background and industry experience needed to thoroughly qualify candidates and proven interviewing methods to identify skill levels and assess a candidate's true capabilities. All potential Technical/IT employees meet for one hour with a Sierra Technical Recruiter and a specialized Account Manager in a formal interview. The face-to-face interviews consist of candidates individually interviewing against the specific job requirements. The two-hour interview process determines specific experience, expertise, and suitability to a specific job and organization. An Executive Summary is then generated for your review from the candidate.

Technical tests include, but not limited to:

Technical Tests			
ABAP for SAP	JavaScript	DCOM	PHP
AS/400	Macintosh	DB2	SAS
COBOL	Network Security	Windows	SQL Server DBA
CORBA	PeopleSoft	E Commerce	TCP/IP

Technical Tests			
Data Entry Test (Numeric, Alpha)	Win2000 Test 1	Informix	Visual FoxPro
Delphi	PowerBuilder	Linux	ASP
HP-UX	Solaris	MS Exchange	C Programming
Java	SQL Desktop Applications	Novell	Cold Fusion
Lotus 1-2-3	UNIX	Perl	Crystal Reports
Lotus Notes	Win Runner	Win2003 Test 1	Software Productivity
MS Help Desk	Apache Web Server	RDBMS	Dreamweaver
Oracle	SQL Server Developer	Windows	Ten Key
Outlook	Cisco Network/Router	Sybase	HTML

C. Qualification and Experience

Sierra was formed with the mindset to become a premier Information Technology Service provider. Over the last 5 years we have proven multiple times to multiple clients to be just that. Our dedication to building long-term relationship with clients, offering quality services, and always leading with honesty and integrity has been rewarded with continual growth since our inception. Our commitment to honesty, reliability and integrity when working with our clients and partners has generated long-term relationships and trust. The environment we have created has improved efficiencies, reduced costs and streamlined deliverables for ahead of schedule completions. All our processes are focused on Customer Satisfaction.

Sierra Consulting Inc's recruiting capabilities are extensive. Many of our recruiters are technical subject matter experts providing the additional expertise for the field which they recruit. Supported by tenured regional and corporate management who are adept at staffing strategies and delivery, we are committed to developing a partnership with the SMCHD for the long-term. While we successfully source for all classifications, our foundation began in technical recruiting. Our recruitment professionals are unparalleled in the staffing industry. Sierra's commitment is to provide our clients with the exact services they need by taking this concept several crucial steps further.

Our professionals are trained and certified to handle every aspect of needs, from initial concept of consulting through day-to-day operations. We will distribute at least 1% of the revenues for bonuses to our employees to motivate them and facilitate access to industry forums to assist throughout the project within the Temporary Staffing, digital technology and transformation of services provider's support team.

We strongly believe Sierra is best qualified to serve the SMCHD in addressing strategic challenges related to Information Technology Support Services and providing the technical

assistance and system administration to the SMCHD and provide general professional services for following reasons:

Most Cost-Effective & Quality Solutions:

Sierra has helped customers save over 60% of their budget by utilizing our flexible workforce solutions. Our screening process presents the best-fit candidates and avoids delays in project delivery. We have proved to our customers that using Sierra's resources is more cost-effective and flexible than hiring permanent, full-time employees.

Guaranteed project delivery and meeting deadlines with program management office, monitoring on daily basis is our specialty. We have an excellent track record for delivering high-quality, major projects on time and on budget. We identify real costs and model projects around our customers' value-based priorities, helping our customers focus on their core business.

Risk Free – Guaranteed Delivery:

Sierra offers a risk-free approach wherein our customers have the flexibility to not pay for a resource's services if they are not satisfied with the resource within the first week of the on-site assignment. Also, if we are performing a software implementation/upgrade, our customers do not have to pay until the implementation/ upgrade is successfully completed.

Better Talent Pool:

We have a vast pool of quality talent that includes employees who possess various skillsets that our customers look for in a partner. As such, you can deal only with one single vendor who can provide you with all the necessary resources. Our track record proves that our resources are driven to achieve and can meet and exceed your expectations to help you achieve your business results.

Sierra Consulting has been providing service such as these for commercial clients for the last 5 years. This experience, of both our organization and our personnel, will pay dividends as we execute the project.

Professional Certification:

Currently Sierra does not have any professional Certification, but our resources have certifications like MS, Cisco, ACA and CompTIA.

Key Personnel

Sierra Consulting is led by a team of staffing industry professionals with decades of experience between them. Starting with our Vice President through our Lead Recruiter, Sierra can provide the best of the best IT support personnel to meet 's needs.

VP/Director: Krishna Boyapati

Position Title: VP/Director

Responsibilities:

Staffing and Workforce Solutions to clients globally, Mr. Krishna Boyapati oversees Sierra's operations ensuring production efficiency, quality, service and cost-effective management of

resources. He is strategically focused with exceptional leadership skills and is very effective at building high-performance teams.

Qualifications/Experience:

Before founding Sierra, Mr. Krishna worked in leadership roles at several Fortune 500 firms and understands the importance of effective supplier network to provide workforce by flexible staffing models. This experience translated into Sierra becoming the One Stop solution for all customer needs and bringing the “Customer First” attitude to serve clients.

Educational Qualifications:

- Master's in Computer Science

Years of Experience: 15+ Years

Proposed Account Manager: Subrahmanya Hegde (Subbu)

Position Title: Account Manager

Education: Master's in IT Services & Operations – University at Buffalo (UB) New York

Responsibilities:

Subbu oversees Sierra's operations at the client site to ensure production efficiency, quality, service and cost-effective management of resources. He works to streamline internal processes and resources and to maintain a high level of customer service. He has expanded the company's service and product offering from a single service to a multi-language, multi-platform mix.

Qualifications:

Mr. Subbu is a Corporate Real Estate & IT Infrastructure Project Manager with more than 15 years of IT experience as a senior consultant, team leader. He is experienced and has demonstrated expertise in technology strategy, Process governance, business process management, infrastructure management, change management and quality assurance. His core domains of expertise are in Administration and Operations in the IT environment and services industry; he has supported large-scale operations, Infrastructure solution and capacity planning for other organizations.

Mr. Subbu also has over 10+ years of experience in Account Management, Operations, and Customer Relationship Management & Business Development. He has extensive experience in ensuring the timely and successful delivery of our staffing solutions according to customer needs and objectives. He has proven experience in communicating clearly the progress of weekly, monthly, and quarterly status updates to internal stakeholders. He is skilled in heading various State accounts to effectively manage day to day operations and liaising with key State agencies to gather requirements and understand overall functioning of existing resources. He is well versed in managing, motivating and leading teams for running successful business process operations with proven ability of achieving Service Delivery/Targets.

Years of Experience: 10+ Years

Proposed Alternate Account Manager: Sid Rana

Position Title: Manager – Strategic Business Development & Resource Management

Education: Master's in Business Management

Responsibilities:

Mr. Sid will be the alternate customer liaison and act as a focal point for customer problems, questions or concerns. He will coordinate with the proper company personnel to provide timely and accurate answers for the customer.

Qualifications/Experience:

Mr. Sid has an accomplished public and political relations, business development and marketing executive with more than 10 years of progressive experience working in logistics and acquisition management with clients within the federal government, including NAVFAC, USCG, USAF and USNG; municipalities and private business settings, as well as local and international matrixed organizations. He has participated in executive corporate communications and marketing management and development. Mr. Sid is an astute proven leader, diplomat and planner with extensive civil affairs, intelligence, strategic communication, education and training experience. He is an experienced global strategic planner and team builder with a keen focus on quality control, innovative problem solving, consensus building and project delivery in dynamic environments.

Years of Experience: 10 Years

Recruitment Manager: Vishruti Patel

Position Title: Human Resources (HR) and Payroll Administrator

Responsibilities:

Ms. Vishruti is responsible for HR activities at Sierra. She coordinates all employment activities related to interviewing and bringing new staff into the company. This includes recruitment, background checks and I-9 compliance, e-verification of all employees and maintenance of employee information, as well as maintaining and updating the HR information system and I-9 records. She is also responsible for preparation, payroll processing, and all payroll related reporting functions, including reconciliation of timesheets, multi-site allocations and changes in payroll processing.

Ms. Vishruti is highly skilled Recruitment Manager with over 9 years of excellent experience in staffing and recruiting management. She possesses expertise in recruitment process and resource management, sourcing strategies, recruitment process improvement and up gradation and compliance management. She is excellent in arranging and managing interview schedules between the clients and candidates.

Qualifications/Experience:

Ms. Vishruti has a bachelor's degree, with a Human Resources specialization. She has more than ten years of HR and payroll administration experience.

Years of Experience: 9 Years

Legal and Finance Manager: Jyotsna Abhilash

Position Title: Finance/Account Payable Manager

Responsibilities:

Ms. Jyotsna is an accomplished, result driven Finance Manager with 11+ years of experience focused on creating and documenting billing process for various staffing and consulting projects. She has a strong background in cost accounting, month and year-end closing procedures, budget development, forecasting, variance analysis, and process improvements with a focus on accuracy and efficiency. She has extensive experience in managing cash receipts and Accounts Receivable (AR) collections and managing relationship with 3rd party providers such as PayPal. She is skilled in directing all Accounts Receivable functions, Sales Orders, Invoicing, Bank Deposits, and Cash posting on a daily basis. She is extensively experienced in handling invoicing and billing processes for various clients including AT&T, Best Brains, BP, and many more clients

Qualifications/Experience:

Ms. Jyotsna has a degree with a Finance specialization. She has more than eleven years of Finance and AP experience.

Years of Experience: 11 Years

Core Competencies:

- Fully conversant with the CRM, invoicing, timesheet-tracking and payment to candidates, rate negotiations, contract writing and negotiations
- Supervised preparation of monthly, quarterly and yearly financial reports
- Organized financial records and created accounting systems for small businesses
- Skilled in performing routine accounting activities such as maintenance of the general ledger, preparation and distribution of various financial reports, payroll input, reconciliation of balance sheet accounts, and journal entries
- Resolved months of backlogged accounts, restored order and organization to processes/records in disarray, researched and solved billing issues to correct invoicing and journal entry errors previously missed
- Responsible for managing the billing and payroll functions including analyzing, documenting, and improving processes
- Setup new billing processes and procedures during new system implementation and ensured smoother transition for organization to deliver accurate invoicing to clients
- Streamlined AP procedures by implementing electronic invoicing for top 10 vendors and managed selection and implementation of online T&E submission of expenses

Lead Recruiter: Vikas Saini

Position Title: Senior Recruiter

Responsibilities:

Mr. Vikas Saini has been a Senior Technical and non-Technical Recruiter with Sierra for the past 4+ years. He fulfills the staffing needs for engineering, information technology; technical, administrative, clerical, labor, industrial, and skilled trade crafts professional positions. Mr. Vikas has won numerous awards on a regional basis with Sierra.

Mr. Vikas has overall 7+ years of experience working as a Lead Recruiter with proven experience and handling full life cycle recruiting, salary negotiations, offer letters and full on-boarding process

& managing applicants through the entire recruiting lifecycle. He is skilled in conducting searches for candidates using traditional and creative sourcing methods, including but not limited to: internal database searches-including pipeline candidates, networking using social networks and internet resources to include online searches, Internet postings and searching using search engines, technical groups and upcoming transition/re-market consultants in accordance with client needs. He is proficient in determining candidate suitability by evaluating the requirement, negotiating compensation package, assessing relevant experience, education, skills and personal qualifications as well as candidate's hot buttons to determine candidate match to the job qualification, pay type/rate, relocation benefits, required H1 processing, etc. and obtaining candidate approval ('right to represent') and presents qualified candidates to clients through a customized resume including a compelling synopsis. He has successfully submitted candidates to open requirements in accordance with client mandated SLA's. He has experience in coordinating and assisting in scheduling technical and client interviews, including candidate interview preparation and debriefing. Pre-closing candidates on job opportunity and maintaining communication with candidates in the fulfillment process to understand viability of candidate for the position and maintaining a high level of daily/weekly production, measured against submittal, interview and placement activity.

Core Competencies

- Proficient in managing recruiting and interviewing candidates
- Experience in handling assessments and carried out reference checks
- Hands-on experience in developing and identifying creative cost-effective recruiting strategies designed to identify qualified candidates through various recruiting tools including LinkedIn, Google searches, job boards, referrals, networking and job fairs
- Experience working with account managers to identify top accounts, target skill sets etc.
- Proven experience in to deliver high quality and quantity of candidates by utilizing strategic sourcing methodologies, internal and external networks, professional organizations, social media, branding initiatives and technology tools

Project Manager: Saravanan Vivekaznandan (Vas)

Our proposed Project Manager for this project is Saravanan Vivekanandan (Vas). He is a result-oriented, business-savvy and customer-focused individual with a proven track record in Delivery, Operations and Business Development across diverse verticals [Manufacturing, Life Sciences, Retail, Pharma, MPE (Media Publishing & Entertainment), Insurance, Shipping & Logistics] in IT Infrastructure management. Vas has strong Experience in Customer / Escalation management, Transformation projects, Vendor management, New business development through anchoring proposals (Small to Medium to Large scale complex).

His in-depth knowledge of IT Services includes IT Infrastructure across diverse domains from Service Support / Delivery/ Operations, Production support, Service provider strategy, Pre sales support, Account management, Vendor Negotiations / Business development including People management and Grooming next level of Leadership. Vas's experience also includes managing Alliance partner relationships with OEMs, P/Es and Sourcing advisors etc. working on several proposals and vast experience working with numerous customers across different geographies (EMEA, ASIA, North America & LATAM).

Vas excels at breaking down complex issue. He has excellent communication skills, including providing status updates until solutions are arrived to meet / exceed customer satisfaction as well as routine day to day information sharing and answering inquiries. This dynamic Leader with a passion for driving Top line growth and achieving bottom line results while attaining highest degree of client satisfaction is the perfect individual to lead the way on this SMCHD project.

He will be supported by three System Administrators as well as a host of IT support personnel.

Desktop Engineer:

Perform basic support functions including, but not limited to:

- installation of PC's, laptops, printers, and software
- diagnose and correct desktop application problems, configure laptops and desktops for standard applications
- identify and correct hardware problems, performing advanced troubleshooting assist designated SMCHD personnel with hardware and software purchases as needed
- assist with warranty and other technical support
- set-up and maintain VPN connections for offsite connection to main server
- maintain email accounts, spam filters, Outlook, firewalls, whitelists, and all software on Desktop and Laptop PCs
- maintain server system updates and backups

Business Network Administration Services Manager:

Network administration services includes, but is not limited to, the following:

- all SMCHD business network equipment including switches, firewalls, routers, IP phone system, and other security devices
- manage backup and disaster recovery systems
- primary installation and maintenance of printers, network copiers/scanners, group policy, software updates, etc. as deemed necessary
- monitor network performance and capacity management services
- maintain SMCHD-wide network diagram
- perform audio editing of MP3 files
- maintain, add, remove and configure multiple networks and VLANs
- maintain, add, remove and configure multiple virtual machines
- backup all PCs using industry-standard software to insure fast restoration

Help Desk Support:

Provide guidance and assistance via email and phone communications, including:

- respond to all tickets and calls
- available 365/24/7

Reference List

Best Brains, Inc.

Sierra developed a CRM system for Best Brains, which allows business to manage business relationships and the data and information associated with them. With CRM, client can store customer and prospect contact information, account leads and sales Opportunity in one central location, ideally in the cloud so the information is accessible by many, in real time. We are still providing them IT Support services.

Vito Italia

Sierra Consulting, Inc. developed the Web application with the W3C standards for a better user experience. Sierra created customized components for the application that include navigation, menu, shopping cart and responsive images. Developed a framework that creates this scaffolded component using latest plugins and libraries for auditing overall performance.

Deloitte

Sierra is providing services to Deloitte. DELOITTE Supports Directly to the HEALTH OF THE DEPARTMENT, Rhode Island. To an overview Department of Health and Human Services exists to enhance the wellbeing of all-American citizens, especially those most in need covering the individuals. United Health Infrastructure Project (UHIP) combines the Affordable Care Act Healthcare Insurance

Reference 1

Agency:	Best Brains, Inc.
Address:	135 E Algonquin Rd, Suite B
City, State, Zip Code:	Arlington Heights, IL, 60005
Contact Person/Telephone Number:	Hana Adas/ (630)-335-1453
Email Address:	Hana@bestbrains.com
Dates of Service/Award Amount:	6/13/2018/ 160,545.00 USD
Provided Services:	IT Support Services

Reference 2

Agency:	Vito Italia
Address:	323 Race Street
City, State, Zip Code:	Philadelphia PA 19106
Contact Person/Telephone Number:	Vijay Kumar Vellanki/ (484)-986-8147
Email Address:	V@vitiitalia.com
Dates of Service/Award Amount:	03/23/2017 /400,000 USD
Provided Services:	IT Staffing & Technology Development Services

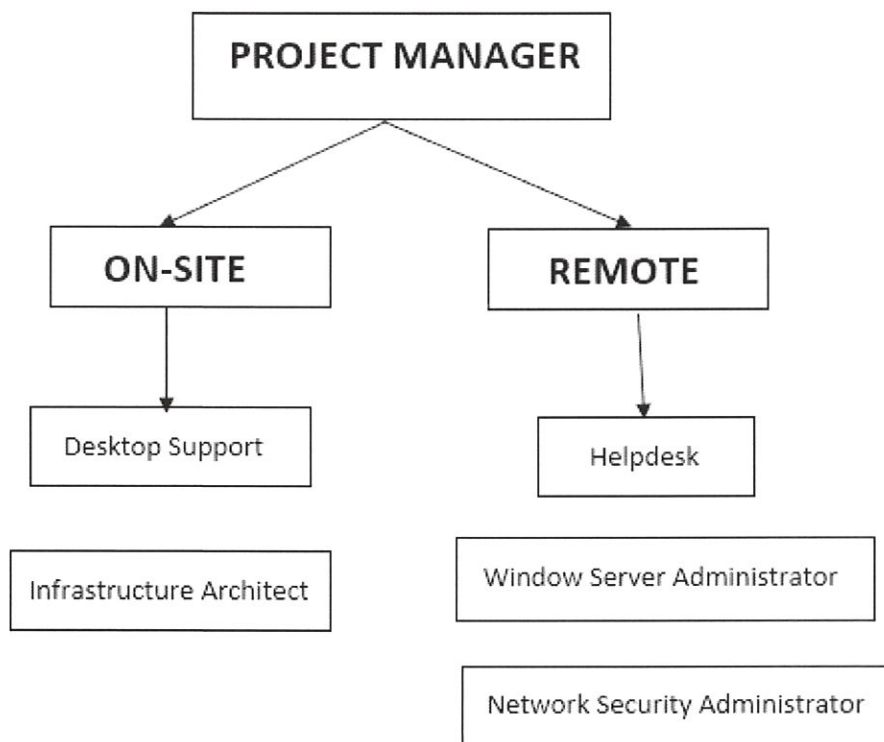
Reference 3

Agency:	Deloitte
Address:	3 Capitol Hill
City, State, Zip Code:	Providence, RI 02908
Contact Person/Telephone Number:	Abhimanyu Narahari/ (217)-862-4571
Email Address:	Anarahari@deloitte.com
Dates of Service/Award Amount:	10/07/2019 / 250,000USD
Provided Services:	IT Support Services

D. Size, Structure and Location:

Company Legal Name	Sierra Consulting Inc.,
Ownership Structure	Partnership firm
Registered Office & HQ	650 E Devon Ave, Ste#115, Itasca, IL, 60143.
Branch Locations	Ontario, Canada. Noida, India. Hyderabad, India.
Total No of Employees	200+ as of July 2019 (40 Management staff & 160 on Technical and administrative staff on our roll working for our various clients across the USA)
Annual Revenue	2014-1M, 2015 -3M, 2016-5M, 2017-6M, 2018-\$9.5M
Customer Segment/Industry Served	Finance, Telecom, Petroleum, Utility, Health Care, Insurance, Automobile, Education, School districts & Information Technology
Geographic Area Served	Global (Throughout USA, Canada, North America, EMEA and Asia

Management Team Chart



E. Financial Stability

Please find the Annual Revenue Table below:

<u>Year</u>	<u>Annual Revenue</u>
2014	1 Million
2015	3 Million
2016	5 Million
2017	6 Million
2018	\$9.5 Million

Find the Financial Statement for 2018 to the following page:

Lawsuit, Claims & Settlement:

We don't have any lawsuit, claims or Settlements against any Proposer.

9:17 PM

06/10/19

Accrual Basis

Sierra Consulting, Inc
Profit & Loss
 January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Beeline	-3,244.61
Consulting Income	8,087,747.56
Others	-60,644.87
Total Income	8,023,858.08
Gross Profit	8,023,858.08
Expense	
Advertising and Promotion	13,258.61
Automobile Expense	18,547.31
Bank Service Charges	1,785.82
Computer and Internet Expenses	20,439.42
Continuing Education	54,034.15
Donation	2,600.00
Employee Appreciation	24,425.95
Expenses - Reimburse	47,282.87
Groceries	23,309.39
Health Insurance	22,280.43
Insurance Expense	23,732.46
Interest Expense	18,204.66
Licence Renewals & Permits	7,187.29
Meals and Entertainment	5,967.72
New Office - Expenses	30,723.23
Office Supplies	24,916.17
Other Exp	5,392.00
Payroll Expenses	
1099	81,704.00
Payroll Taxes	120,630.85
Perdiem	2,250.00
Processing Fee	13,375.16
Salary & Wages	
Advances	0.00
Salary & Wages - Other	6,070,522.32
Total Salary & Wages	6,070,522.32
Payroll Expenses - Other	0.00
Total Payroll Expenses	6,288,482.33
Professional Fees	
Legal	131,495.48
Professional Fees - Other	21,373.52
Total Professional Fees	152,869.00
Recruiting Expenses	6,093.35
Referral Bonus	23,450.00
Relocation	25,602.63
Rent Expense	125,170.64
Repairs and Maintenance	9,383.12
Sub Contracting	760,860.94
Support	33,770.33
Taxes	26,590.39

9:17 PM

06/10/19

Accrual Basis

Sierra Consulting, Inc
Profit & Loss
January through December 2018

	Jan - Dec 18
Telephone Expense	25,961.71
Training	25,590.00
Travel Expense	73,441.91
Utilities	15,903.05
Total Expense	7,937,256.88
Net Ordinary Income	86,601.20
Net Income	86,601.20

9:18 PM

06/10/19

Accrual Basis

Sierra Consulting, Inc
Balance Sheet
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Itasca Bank	840.84
Sierra - Chase	203,863.37
Total Checking/Savings	204,704.21
Accounts Receivable	
Accounts Receivable	599,521.34
Total Accounts Receivable	599,521.34
Other Current Assets	
Employee Advances	108,967.28
Undeposited Funds	10,801.34
Total Other Current Assets	119,768.62
Total Current Assets	923,994.17
Fixed Assets	
Accumulated Depreciation	-8,759.00
Furniture and Equipment	5,200.00
Total Fixed Assets	-3,559.00
Other Assets	
Earnest Money.	37,877.02
Office Building	420,000.00
Total Other Assets	457,877.02
TOTAL ASSETS	1,378,312.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	385,215.38
Total Accounts Payable	385,215.38
Credit Cards	
Chase Card	
Chase Card Jan 2017 1361	213,008.90
Chase Card Krish	15,351.98
Chase Card - Other	-204,957.29
Total Chase Card	23,403.59
Total Credit Cards	23,403.59
Other Current Liabilities	
Accrued Wages	294,372.64
Federal Tax Payable	15,326.00
Loan from Shareholders	118,582.00
Payroll Liabilities	8,249.09
Total Other Current Liabilities	436,529.73
Total Current Liabilities	845,148.70
Long Term Liabilities	
Mortgage - Itasca bank	301,806.75
Total Long Term Liabilities	301,806.75
Total Liabilities	1,146,955.45

9:18 PM

06/10/19

Accrual Basis

Sierra Consulting, Inc

Balance Sheet

As of December 31, 2018

	Dec 31, 18
Equity	
Capital Stock	1,000.00
Retained Earnings	143,755.54
Net Income	86,601.20
Total Equity	231,356.74
TOTAL LIABILITIES & EQUITY	1,378,312.19

F. Acknowledgement of Addenda

Please find the Attachment C (Addenda) to the following page

**SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES**

SAN MATEO COUNTY HARBOR DISTRICT

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. 1, dated 11/12/2019

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: 11/12/2019

Firm: Sierra Consulting, Inc.

Print Name: Krishna Boyapati

Signature:  _____

Title: Vice President



RESPONSE TO SAN MATEO COUNTY HARBOR DISTRICT

Information Technology Support Services

SIERRA CONSULTING, INC.

650 E Devon Ave, Suite 115, Itasca, IL 60143

Office: (510) 299-4988

Fax: (314)309-2005

Krishna Boyapati

Vice President

G. Cost Proposal

Please find the Attachment A (Cost Proposal) to the following page

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

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 3rd PARTY INVOICES).

Scope of Services Task	Hourly Rate*	Estimated Hours per Month**	Estimated Total per Month
Category 1	\$445	173	\$76,985
Category 2	\$140	173	\$24,220
Category 3	\$84	173	\$14,532
Estimated Reimbursements			

*Hourly 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 documents submitted with these Cost Proposal Forms.

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
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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 Sierra Consulting, Inc.

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name: Krishna Boyapati

Business Address: 650 E Devon Ave, Suite 115

City/State/Zip: Itasca, IL, 60143

Telephone Number: (510) 299-4988


Facsimile Number: (314)309-2005

Email Address: krish@sierraconsult.com

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.



SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

☐ **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: _____

H. Additional Proposal Plan

Please find the additional proposal plan to the following page

Skillset	Location	Category	Head Count	Cost / Pax	Total Hours	Total Cost
L1 HelpDesk	Offshore	1	6	\$ 30	173	\$ 31,140
Desktop Support	Onsite	1	1	\$ 78	173	\$ 13,494
Windows / Exchange	Onsite	1	1	\$ 92	173	\$ 15,916
Network / Security	Onsite	1	1	\$ 95	173	\$ 16,435
Architect	Onsite	2	1	\$ 140	173	\$ 24,220
Project Manager	Onsite	3	1	\$ 84	173	\$ 14,532
						\$ 115,737

Assumptions

24 x 7 Remote Helpdesk Support with 1 Onsite Desktop Engineer to support 9 to 5 Pacific Time.

All other Operations to happen from a remote location.

Architect will be available for the first 3 months post engagement kick-off to provide a high-level budget that needs be submitted before 01 Mar 2020. Another 3 months will be introduced during OND 2020 to ensure first draft of budget is submitted for review on or before 15 Nov 2020 with a final draft on or before 15 Dec 2020 so that SMCHD is ready to present before end of calendar year 2020.

10 hours / month to execute Projects will be provided without any additional cost to the customer after 12 months of Steady State support. 10 hours / month need to be utilized & can't be carried forward. All these Project hour tasks will be executed from a remote location.

Skillset	Location	Category	Head Count	Cost / Pax	Total Hours	Total Cost
L1 HelpDesk	Offshore	1	6	\$ 30	173	\$ 31,140
Desktop Support	Onsite	1	1	\$ 78	173	\$ 13,494
Windows / Exchange	Offshore	1	1	\$ 55	173	\$ 9,515
Network / Security	Offshore	1	1	\$ 58	173	\$ 10,034
Architect	Onsite	2	1	\$ 140	173	\$ 24,220
Project Manager	Offshore	3	1	\$ 50	173	\$ 8,650
						\$ 97,053

Total Savings

18684

Saving%

16.14

Assumptions

24 x 7 Remote Helpdesk support with 1 Onsite Desktop Engineer to support 9 to 5 Pacific time.

All other Operations to happen from a remote location.

Architect will be available for the first 3 months post engagement kick-off to provide a high-level budget that needs be submitted before 01 Mar 2020. Another 3 months will be introduced during OND 2020 to ensure first draft of budget is submitted for review on or before 15 Nov 2020 with a final draft on or before 15 Dec 2020 so that SMCHD is ready to present before end of calendar year 2020.

10 hours / month to execute Projects will be provided without any additional cost to the customer after 12 months of Steady State support. 10 hours / month need to be utilized & can't be carried forward. All these Project hour tasks will be executed from a remote location.

Skillset	Location	Category	Head Count	Cost / Pax	Total Hours	Total Cost
L1 HelpDesk	Offshore	1	4	\$ 30	173	\$ 20,760
Desktop Support	Onsite	1	1	\$ 78	173	\$ 13,494
Windows / Exchange	Offshore	1	0.7	\$ 55	173	\$ 6,661
Network / Security	Offshore	1	0.7	\$ 58	173	\$ 7,024
Architect	Onsite	2	1	\$ 140	173	\$ 24,220
Project Manager	Offshore	3	1	\$ 50	173	\$ 8,650

\$	80,808
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Total Savings

16245

Saving%

16.74

Assumptions

10 x 5 Remote Helpdesk support with 1 Onsite Desktop Engineer to support 9 to 5 Pacific time.

All other Operations to happen from a remote location.

Architect will be available for the first 3 months post engagement kick-off to provide a high-level budget that needs be submitted before 01 Mar 2020. Another 3 months will be introduced during OND 2020 to ensure first draft of budget is submitted for review on or before 15 Nov 2020 with a final draft on or before 15 Dec 2020 so that SMCHD is ready to present before end of calendar year 2020.

10 hours / month to execute Projects will be provided without any additional cost to the customer after 12 months of Steady State support. 10 hours / month need to be utilized & can't be carried forward. All these Project hour tasks will be executed from a remote location.

Information Technology Support Services – RFP2019-10

Prepared for the



**San Mateo County
Harbor District**

By



November 19, 2019



Table of Contents

Project Summary.....	3
About the Vendor	4
Key Personnel	6
References	7
Approach to Scope of Services.....	8
Rates	22



Project Summary

November 19, 2019

San Mateo County Harbor District (SM Harbor)
504 Avenue Alhambra, 2nd Floor
El Granada, CA 94018

Subject: Think Connected proposal for Information Technology Support Services

Executive Summary:

Think Connected is pleased to present this proposal in response to the requirements provided to us by the district in RFP2019-10. We are proud to be present our plan to provide IT support services thereby enabling a better technology environment to provide reliable services to the San Mateo Harbor District community. We are confident our expertise will provide a compelling and unmatched value offering for this exciting opportunity.

The scope of work will include the items outlined in the below proposal. We appreciate this opportunity to support your project needs and look forward to working with you in a mutually successful and continued relationship. Should you have any questions, please do not hesitate in contacting me directly.

Sincerely,

Tom Ivers
Think Connected
President and co-Founder
415-659-9913
tivers@thinkconnected.com

Derek Grunewald
Think Connected
Head of Operations and co-Founder
415-659-9912
dgrunewald@thinkconnected.com



About the Vendor

Founded in 2005, Think Connected is a privately held IT Services firm located in San Francisco. We manage clients from a spectrum of industries including education, non-profit, architecture, engineering, real estate development, public relations, and data center operators. Our services include Engineering Services, IT Consulting and Project Management Services, Data Center Services, and Supplemental IT Support allowing Think Connected to provide value to many organizations.

In terms of financial stability, we hold no debt and have been officially registered as a business in California since 2005. The Company has been profitable since its inception and enjoys a high profit margin on a year over year basis. We have not been involved in any claims or lawsuits against us.

Think Connected is prepared to provide the necessary financial evidence documentation at the needed time to prove its financial viability including but not limited to:

1. Credit card statements
2. Bank statements
3. Tax returns
4. Credit references

Our standard business hours are 9:00am-6:00pm, Monday-Friday. We operate outside of business with an on-call rotation and proper escalation paths within the organization to address any critical service needs.

Notable Experience

1. [Bay Area Community Resources \(BACR\)](#) – 2013 to present
 - a. We manage an environment consisting of approximately 40 servers and virtual machines, 50 network devices across 15 locations in the Bay Area.
 - b. Services provided include, server management, security reviews, strategic IT planning, and network management.
 - c. We are in the process of updating all network equipment at the locations and implementing a SD-WAN for inter-site connectivity.
2. [Goodwill of San Francisco, San Mateo and Marin Counties](#) – 2017 to present
 - a. We manage the server, backup and network infrastructure at the corporate HQ and the 20 retail store and warehouse locations.
 - b. Relevant experience includes:
 - i. Migration from on-premise infrastructure to Microsoft Office 365 for approximately 600 staff accounts.
 - ii. Consolidating two warehouse locations into one involving a new network and ISP/voice services.
 - iii. Moving the corporate HQ to a new location, redesigning the LAN and routing to the retail stores, implementing 2-factor VPN authentication, and consolidating the server infrastructure.



- iv. Vendor management and working with non-profit pricing and reporting requirements.
- 3. [Ravenswood City School District](#) – 2017 to present
 - a. In late 2017 Think Connected provided an IT assessment to the technology staff and presented it to the school board. The assessment resulted in creating a \$7.5M budget to modernize the schools and District Office and a Bond measure was passed for funding.
 - b. In early 2019, we were asked to be the Project Manager to oversee the modernization projects and write the RFPs for a multi-phase project schedule.



Key Personnel

Derek Grunewald, Head of Operations and Co-Founder of Think Connected

Derek has over 20 years of experience in the Information Technology field. He started Think Connected after 15 years working as a Mechanical Engineer with a focus on commercial HVAC design. His focus now, is heading the Operations of the company and being a dedicated Account Manager for key clients. His breadth of experience covers working in the public-sector with school districts and large non-profit organizations as well as architecture/engineering firms, data center operators and real-estate developers in the private-sector.

Wilson Kwok, Systems Administrator

Wilson has over 10 years of experience working in IT roles and has been with Think Connected for almost 2 years. He has worked his way through IT from Desktop Support to Systems Administrator and has experience with on-premise infrastructure as well as cloud computing and infrastructure. Wilson's skills include Cloud Infrastructure, Network Management, Server and Active Directory Administration, Backup Management, and Desktop Support.

Dan MacKenzie-Oneill, Systems Administrator

Dan has over 5 years of experience working in IT roles and has been with Think Connected for almost 2 years. Dan has excelled while at Think Connected in delivering top-notch IT Support to his assigned clients and being a valuable team member. His skills include Desktop Support, Server and Active Directory Administration, Cloud Infrastructure, Network Management, and Backup Management.



References

1. Spencer Bolles - Director, Information Technology
 - a. Bay Area Community Resources (BACR)
 - b. Email: sbolles@bacr.org
 - c. Phone: (415) 847-5552
2. Nare Jagroop, CFO
 - a. Goodwill of San Francisco, San Mateo and Marin Counties
 - b. Email: njagroop@sfgoodwill.org
 - c. Phone: (415) 575-2141
3. Solomon Hill, Director of Technology
 - a. Ravenswood City School District (RCSD)
 - b. Email: solomonh@ravenswoodschools.org
 - c. Phone: (650) 444-2158
4. Michael Kifer, IT Project Manager II
 - a. San Francisco Unified School District (SFUSD)
 - b. Email: kiferm@sfusd.edu
 - c. Phone: (415) 615-8965 x 1422



Approach to Scope of Services

Category 1 Services

<u>Category</u>	<u>Service</u>	<u>Delivery Process</u>	<u>Response Time</u>	<u>Primary Team Member</u>	<u>Reporting</u>
Support Services and Ongoing Maintenance and Repair	Help Ticketing/Help Desk	We use Autotask PSA for our ticketing platform, which provide automated response for tickets and communication on open items.	1hr response time during business hours.	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Desktops – hardware, software, virus software, security.	We use an agent-based management platform manage monitor and support the computing environment.	1hr response time during business hours.	Dan MacKenzie- Oneil	N/A
Support Services and Ongoing Maintenance and Repair	Software – assist with technical issues.	Software support is provided through a remote session to the computer or would involve deploying a technician onsite when necessary.	1hr response time during business hours.	Dan MacKenzie- Oneil	N/A
Support Services and Ongoing Maintenance and Repair	PC Hardware – install replacements, upgrades.	Replacement computers have the base configuration done in our office and we finalize the user setup when we deliver the computer. Upgrades would be done onsite.	Scheduled request	Dan MacKenzie- Oneil	N/A
Support Services and Ongoing Maintenance and Repair	Printers – local and network.	Network printers will be managed through remote SNMP for status and local will be managed through the individual workstations.	Scheduled request	Dan MacKenzie- Oneil	N/A



Support Services and Ongoing Maintenance and Repair	Personnel movement – technical equipment (not furniture).	Once a ticket is submitted to the move request, we will schedule an onsite visit to handle all aspects of moving the computer with associated peripherals and testing operation after the move.	Scheduled request	Dan MacKenzie-Oneil	N/A
Support Services and Ongoing Maintenance and Repair	Provide quotes for equipment, desktop software using state contracts.	We will assist in quoting and procuring hardware and software as requested.	Scheduled request	Derek Grunewald	N/A
Support Services and Ongoing Maintenance and Repair	Active Directory password control.	Password policies will be implemented (if not already) to enforce strong passwords and requiring a periodic change based on the District's requirements.	Scheduled request	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	Active Directory maintenance.	Active directory is backed up with the normal backup process, we review group memberships on a quarterly basis, and removing disabled accounts after a prescribed period.	Scheduled request	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Email maintenance.	Maintenance of email involves ensuring the proper roundtrip email monitoring is in place, reviewing email quarantines, checking mail forwarding rules to ensure data is not being auto-forwarded out of the organization.	Scheduled request	Wilson Kwok	N/A



Support Services and Ongoing Maintenance and Repair	User account maintenance.	We review group memberships on a quarterly basis, remove disabled accounts after a prescribed period, and handle all requested moves/adds/changes to accounts.	Quarterly review	Derek Grunewald	Quarterly
Support Services and Ongoing Maintenance and Repair	Server maintenance – routine cleanup and monitoring.	Monitoring policies are defined in our RMM tools to monitor critical services and alerts us if there are any issues. Cleanup would be performed based on the type of alert received.	1hr response time during business hours.	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Operating System patching.	OS patching is handled through policies defined in our RMM platform and are installed on servers bi-monthly and workstations monthly.	Scheduled request	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	SQL Server Data Base – routine cleanup, monitoring, virus software, security.	We have performance monitors that are configured for SQL and are able run period reindexing and performance scripts as needed. We would also be able to audit database permissions to ensure access is restricted appropriately.	As needed	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	Establish a Management Console.	We have a management console through Autotask and Datto. It provides metrics and reporting on device health and ticket statistics.	Created during onboarding	Wilson Kwok	N/A



Support Services and Ongoing Maintenance and Repair	Maintain backup programs and scripts; provide documentation for backups.	We maintain and monitor all backups to ensure correct operation and review the data selection to ensure the proper data is being protected. Our documentation is handled through our standard operating procedures.	Continuous	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	Restore files and folders from back-ups (as required).	Test data restores are performed on a quarterly basis and requested restores are performed as needed to recover files.	1hr response time during business hours.	Wilson Kwok	Quarterly
Support Services and Ongoing Maintenance and Repair	System security and firewalls.	We have a documented list of best practices for security and firewalls that we apply to all of our customers.	N/A	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	Network controls and switches.	Network controls are managed through documented access control lists (ACL) and reviewed on a periodic basis to confirm adequate.	N/A	Wilson Kwok	N/A
Support Services and Ongoing Maintenance and Repair	UPS devices.	UPS devices should always have a network management card and notifications for power events. We recommend a 3-year cycle on UPS batteries to ensure they have the appropriate runtime capabilities.	N/A	Wilson Kwok	N/A



Support Services and Ongoing Maintenance and Repair	Coordination, liaison with third party software/hardware vendors (Currently ALX, ADP, Fund Balance, The Marina Program, AT&T, VOIP-8x8, Comcast, Konica) to ensure ongoing connectivity and user access. The exact vendors are subject to change and the Consultant will assist in the District's transition.	We currently act as a liaison with 3rd party vendors for all of our customers and always act as an advocate for the client to ensure they are receiving the best service possible.	Scheduled request	Derek Grunewald	N/A
Desktop Application Support	Performance of basic support functions as needed/requested, including the installation of PC's, laptops, tablets, mobile devices, printers, peripherals, and software.	We work with our clients to ensure they have up to date onboarding/offboarding documents for users and computers. This ensures consistency and accuracy in desktop support/deployment.	3 business days	Dan MacKenzie-Oneil	N/A
Desktop Application Support	Diagnosis and correction of desktop applications issues.	Our team is well versed in troubleshooting and correction of application issues. We follow a standard triage process to get to the root of the issue.	1 business day	Dan MacKenzie-Oneil	N/A
Desktop Application Support	Configuration of all devices for standard applications.	We maintain a list of standard software that is deployed for each type of user. The software is monitored through our RMM platform and we can create an approved software list to be monitored if needed.	Scheduled request	Dan MacKenzie-Oneil	N/A



Desktop Application Support	Identification and correction of end user hardware problems and performance of advanced troubleshooting.	We follow a standard triage process to get to the root of the issue. We also look into performance metrics on the computer and network to troubleshoot issues.	2 business days	Dan MacKenzie-Oneil	N/A
Desktop Application Support	Maintenance of an updated inventory of all related computer hardware, to make available to District personnel upon request and implementation of Help Desk procedures under policy constraints of the successful vendor.	We maintain up to date documentation of all IT assets in our documentation platform, IT Glue. We can provide exports of the inventory when requested. The agents installed on computers synchronize information with the documentation platform to lessen the need for manual information updates. Any specific Help Desk procedures will be developed during client onboarding.	N/A	Dan MacKenzie-Oneil	As requested
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 the quality, performance, security, availability, reliability, and recoverability of the systems.	Monitoring policies are defined in our RMM tools to monitor critical services and alerts us if there are any issues. This platform also gives us the ability to remotely manage systems and to create any necessary custom monitoring for non-standard applications.	N/A	Wilson Kwok	N/A



Server and Workstation Administrative Services	Scheduling of preventive maintenance for equipment in the areas of coverage and ensure that it is properly and promptly performed.	We schedule preventative maintenance outside of normal business hours and have a detailed maintenance and testing plan that is followed for all maintenance.	We schedule maintenance 7 days out (min)	Wilson Kwok	N/A
Server and Workstation Administrative Services	Monitor server performance and capacity management services.	All servers have a standard monitoring policy applied to them to ensure critical services remain running and appropriate notifications are sent requiring intervention.	N/A	Wilson Kwok	As requested
Server and Workstation Administrative Services	Develop back-up plans and procedural documentation.	We will review the backup and recovery objectives with you to ensure that the appropriate policies are put in place for the optimum data protection. This information goes into our client documentation.	N/A	Wilson Kwok	N/A
Server and Workstation Administrative Services	The Consultant shall be responsible for configuration management, including changes, upgrades, patches, etc.; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.	We have a documented change control process that is followed during any implementation of changes.	1hr response time during business hours.	Dan MacKenzie- Oneil	N/A



Server and Workstation Administrative Services	Maintenance of records for all Help Desk Tickets for both on-site visits and telephone/remote support and facilitating access to Help Desk Tickets by District designated staff.	All requests are sent through our ticketing system which maintains records of all requests, changes and actions taken on a ticket. We also post a change log for any system level change that should be tracked.	N/A	Wilson Kwok	As requested
Server and Workstation Administrative Services	Configuration management, including changes, upgrades, patches, etc.; management and documentation of network and user logins and passwords and security documentation.	All configuration changes are performed during a maintenance window and changes are logged in our documentation. We maintain security documentation specific to your environment. We do not store end user passwords as part of our security procedure.	Scheduled request	Wilson Kwok	As requested
Network Administration Services	Maintenance and support of network equipment, including installation and maintenance of network software, switches, firewalls, routers, and other security devices.	This is a core service to our IT support and we manage and maintain 350+ switches, firewalls and routers. Our process for managing these devices is done through our RMM platform and our maintenance process.	1hr response time during business hours.	Wilson Kwok	N/A
Network Administration Services	Installation and maintenance of printers, scanners, network devices, etc.	We provide onsite support for the installation of new devices and remote support through our RMM agents to handle printer maintenance.	2 business days	Dan MacKenzie-Oneil	N/A



Network Administration Services	Analysis, routine configuration changes, installation of patches and upgrades and minor cabling if needed.	We review patch releases for network equipment to determine the effect of installation proceed through our maintenance process if the patch or update is needed for the system. We are able to handle minor cabling without issue.	Scheduled request	Derek Grunewald	Quarterly
Network Administration Services	Alert notifications in case of equipment failure.	All network devices will have standard monitoring configured to alert us of outages and failures.	1hr response time during business hours.	Wilson Kwok	N/A
Network Administration Services	Proactive monitoring of network equipment, including performance indicators to report on threshold limitations.	We use a combination of PRTG and monitoring in our RMM platform to track historical usage and create thresholds off of baselines to proactively notify us of problems.	1hr response time during business hours.	Wilson Kwok	N/A
Network Administration Services	Network performance and capacity management services.	We use our monitoring tools to develop baselines around throughput and usage to identify areas of bottlenecks. This allows us to recommend changes to increase capacity where needed.	N/A	Wilson Kwok	Quarterly
Network Administration Services	Continuous troubleshooting required.	Network troubleshooting requires several avenues to be successful in some cases. We use a combination of network traffic captures, log review and	N/A	Wilson Kwok	N/A



		historical performance data to troubleshoot network issues.			
Network Administration Services	Maintenance of network documentation for daily, weekly, and monthly services required.	We have our Standard Operating Procedures for network maintenance. We keep our documentation updated with any changes that are made in an environment.	N/A	Wilson Kwok	N/A
Email and Security Efforts	Maintenance of District email accounts using District domain, including adding, changing, and/or deleting District employee accounts as requested.	We maintain this level of email management for all of our customers and all requests are handled through our ticketing system.	1 business day	Wilson Kwok	N/A
Email and Security Efforts	Maintenance of virus detection programs on District servers and user computers and laptops.	Management of the endpoint protection would be performed through the existing ESET anti-virus management console and we would be alerted to any outbreaks or detections. We would take the appropriate action to ensure cleaning is successful.	1 business day	Dan MacKenzie-Oneil	Quarterly
Email and Security Efforts	Performance of periodic security audits, including notification of suspected breaches of security to designated District personnel are required.	We use Nessus to perform security and vulnerability scans on the network and would report any items needing remediation to the appropriate personnel.	1 business day	Derek Grunewald	Quarterly



Email and Security Efforts	Configuration of District systems to enable remote access in a secure environment with provisions for remote access administration as requested by designated District personnel.	Secure remote access would be handled through a VPN connection and then the necessary remote desktop connection setup for the required personnel.	3 business days	Wilson Kwok	N/A
Backup Services	Maintenance of District Backup systems.	We are familiar with the majority of the SMB and Enterprise backup systems on the market, including Acronis that is currently in use.	1 business day	Dan MacKenzie- Oneil	As requested
Backup Services	Recommendations for redundant backup programs, should they be indicated.	We have implemented a variety of redundant backup systems for our clients that involve cloud offsite storage, as well as replicated data and virtual servers to cloud infrastructure.	N/A	Wilson Kwok	N/A
Backup Services	Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of stored files and programs.	We will work with you to review the recovery objectives to meet your data protection requirements and update or create any procedures to meet those objectives.	N/A	Wilson Kwok	N/A
Backup Services	Identification and implementation of a program to restore systems and data if servers and/or computers go down.	We would evaluate the restore process currently in place and recommend changes need to improve the recoverability.	N/A	Wilson Kwok	N/A



Planning	Installation of new equipment, software, and transfer existing data when acquired, will be needed.	We utilize our employee onboarding documents to ensure data transfer is correct when changing computers for staff members. We will also coordinate a convenient time to do the installation.	Scheduled request	Wilson Kwok	N/A
Planning	Coordination of implementation of a cloud-based, remote-access file-sharing system such as Microsoft SharePoint.	We have performed several SharePoint implementations for our clients to utilize cloud-based file storage and have also migrated our own files to SharePoint.	Scheduled request	Wilson Kwok	N/A
Planning	Upgrades to existing systems, other than regular repair or maintenance.	We've performed many upgrades for clients involving upgrading hard drives to SSD technology, adding system memory and implementing faster network infrastructure to support higher throughput.	Scheduled request	Derek Grunewald	N/A
Planning	Changing or moving email or web services to new vendors or new services.	We've done many email migrations from both on-prem to cloud and cloud to cloud. Over the past 3 years, we've migrated 90% of our customer's email to a new system.	Scheduled request	Wilson Kwok	N/A
Planning	Clean up or installation of network wiring.	We have done MDF and IDF modernizations for 3 of our clients this past year and moved a client into a new warehouse buildout and a new headquarters office location.	Scheduled request	Derek Grunewald	N/A



Planning	Evaluation and recommended network management software, except as part of IT Strategic Plan.	We have experience evaluating and recommending software and also have our standard software tools that we use for network management.	Scheduled request	Derek Grunewald	N/A
Planning	Implementing new disaster recovery and emergency operations related activity.	We work with you to develop the requirements around recovery and business continuity and then help architect and choose the best implementation. We have rewritten business continuity plans for clients and also implemented full DR environments in the cloud and offsite data centers.	Scheduled request	Derek Grunewald	N/A
Planning	Professional input and assistance with the RFP process and implementation for an ERP system.	We've recently written an RFP for a school district modernization and helped manage the entire bid process.	Scheduled request	Derek Grunewald	N/A
Planning	Transitioning efforts to an as-needed cloud computing services.	We have experience with our customer base in implementing cloud-based computing and services.	Scheduled request	Wilson Kwok	N/A



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

The costs associated with the Category 2 services are outlined in the Cost Proposal Form.

Our approach to the Category 2 services is to keep updated inventory and life-cycle documentation of IT systems, documenting the purchase date, support/warranty expiration dates and review this information on a quarterly basis with you and plan for any necessary renewals, replacements or upgrades. We will use these quarterly meetings to develop the annual IT roadmap and budget.

Category 3 Services: Additional Services

The costs associated with the Category 3 services are outlined in the Rate table below. This type of service would be billed on an hourly basis and as stated in the RFP, "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 on a time and materials basis, at the hourly rates specified in Proposers proposal."

Our approach for Category 3 services will be gather the requirements of any special project and work to develop a budget for the request. We will then manage the work to be done through our ticketing platform and treat as either a project or standard ticket depending on the scope and timeline.



Rates

Think Connected's current rate structure for different implementation roles is based on the below table. These are the rates you would expect to use for any provided service undertaken by Think Connected in 2019/2020. These rates are fully burdened and inclusive of all direct labor costs, insurance, travel, overhead, and profit, and include any necessary tasks as part of this statement of work including activities such as personal computers, printers, phones, etc.

We anticipate an Initial Assessment and Onboarding at the onset of providing IT Services to utilize 25 hours of billable time. This would equate to \$3,750 in addition to the initial monthly service amount during the first month only.

POSITION	HOURLY RATE
Principal in Charge	\$220
System Administrator	\$145
Desktop Engineer	\$135

***NOTE: Rates are subject to a 3.5% increase per year.**



Board of Harbor Commissioners

Virginia Chang Kiraly, President
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

ATTACHMENT A

COST PROPOSAL FORM



Board of Harbor Commissioners

Virginia Chang Kiraly, President
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

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 3rd PARTY INVOICES).

Scope of Services Task	Lump Sum Rate	Estimated Hours per Month	Estimated Total per Month
Category 1	***\$4,350	30	***\$4,350
Category 2	***\$2,175	15	***\$2,175
Category 3	See Rate Table in Proposal (p22)		
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.

*** Rates are subject to a 3.5% increase per year.

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 - Think Connected

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name: Tom Ivers

Business Address: 365 Main Street

City/State/Zip: San Francisco, CA 94105

Telephone Number: 415-659-9913

Facsimile Number: 510-291-3076

Email Address: tivers@thinkconnected.com



Board of Harbor Commissioners

Virginia Chang Kiraly, President
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

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: Think Connected, LLC

By: Debra Gmeyer

Title: MANAGING MEMBER

By: Thomas J. Hers

Title: Managing Member

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: _____

Think Connected, LLC

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2019-10
INFORMATION TECHNOLOGY SUPPORT SERVICES

ATTACHMENT C
ACKNOWLEDGEMENT OF ADDENDA

ACKNOWLEDGEMENT OF ADDENDA

Addendum No. _____, dated _____

Title: Managing Member

GENERAL SERVICE AGREEMENT

XANTRION INC.

AND

[CLIENT]

TABLE OF CONTENTS

1	Services	4
1.1	Statement of Work	4
1.2	Personnel	4
2	Terms of Payment.....	4
2.1	Services Fees; Equipment and Software Costs	4
2.2	Overdue Payments.....	4
2.3	Taxes	5
3	Term, Termination	5
3.1	Term.....	5
3.2	Termination for Convenience	5
3.3	Termination for Cause	5
3.4	Effect of Termination	6
3.5	Survival.....	6
4	Equipment, Software and Supplies.....	6
4.1	Equipment; Software; Supplies.....	6
4.2	Limited Warranty	6
5	Independent Contractor Status	7
6	Non-Solicitation	7
7	Unauthorized Access to Data or Use of the Services.....	7
8	No Warranties; Limitations of Liability; Indemnification.....	7
8.1	No Warranties.....	7
8.2	Limitation of Liability	8
8.3	Indemnification.....	8
9	Confidentiality.....	8
9.1	Definition	8
9.2	Confidentiality.....	9
9.3	Access to Systems	9
10	Compliance	9
10.1	Protection of Personally Identifiable Information.....	9
10.2	Compliance with Laws Applicable to Client.....	10
10.3	Compliance with Software Manufacturer’s Licensing and Allowed Usage Requirements.....	10
11	Security Incident Response.....	10
11.1	Obligations.....	10
11.2	Disclaimer	10
13	Harassment Free Workplace	11
14	Miscellaneous	12
14.1	Notices	12
14.2	Governing Law	12
14.3	Remedies	12
14.4	Dispute Resolution; Attorney’s Fees.....	12
14.5	Force Majeure.....	13
14.6	Headings	14
14.7	Severability	14

14.8	No Waiver	14
14.9	No Assignment	14
14.10	Entire Agreement; Modification	14
15	Counterparts	15

GENERAL SERVICE AGREEMENT

This General Service Agreement, including any attachments referenced herein and made a part hereof (this “Agreement”), is entered into as of November 14, 2019 (the “Effective Date”), by and between Xantrion, Inc., a California corporation (“Xantrion”), with offices at 651 20th Street, First Floor, Oakland, CA 94612, and [Client] with offices at [ADDRESS] (“Client”).

1 Services

1.1 Statement of Work

Xantrion shall provide the services (the “Services”) as described in the Addenda (if any) to be attached hereto and incorporated herein by reference. The Services shall be performed and delivered in a workmanlike manner in accordance with generally recognized industry standards for computer consultants performing similar services.

1.2 Personnel

Xantrion, acting as an independent contractor, shall engage employees, consultants, or subcontractors (“Xantrion Personnel”) to provide the Services specifically outlined in the Addenda, and Xantrion shall be fully and directly responsible for all Xantrion Personnel. Xantrion shall (i) provide competent and qualified personnel to perform the Services; (ii) ensure that it complies with all laws, regulations, ordinances and licensing requirements; (iii) ensure Xantrion Personnel performing any Services on Client’s premises comply with any applicable Client guidelines as provided to Xantrion from time to time, including, but not limited to, any data security policies; and (iv) determine the method, detail, and means of performing the Services under this Agreement.

2 Terms of Payment

2.1 Services Fees; Equipment and Software Costs

Unless otherwise agreed to in writing by the parties, payment for Services rendered and any Supplies shall be due within thirty (30) days from the date of the applicable invoice provided by Xantrion to Client. If Xantrion does not receive payment within such thirty (30) day-period, Xantrion shall have the option to suspend the Services without any liability until payment is received.

2.2 Overdue Payments

Interest shall accrue on any delinquent amounts owed by Client to Xantrion at the rate of [0.8333%] per month. In the event of a good faith dispute related to the invoices submitted by Xantrion, Client shall notify Xantrion in writing setting forth the reasons of such dispute, and the parties shall cooperate to resolve such dispute.

2.3 Taxes

Client shall be responsible for any applicable sales or use taxes on any amounts payable by Client hereunder.

3 Term, Termination

3.1 Term

Unless sooner terminated, this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 3.2 or Section 3.3. Each Service provided hereunder will commence on the effective date identified therein and continue for the period identified therein unless terminated earlier as set forth herein. The termination of any Service as shall not modify the term of this. The termination of this Agreement shall immediately terminate any and all Services executed hereunder.

3.2 Termination for Convenience

Either party may terminate this Agreement or any applicable Service at any time without cause upon at least thirty (30) days' prior written notice to the other party. In the event that either party elects to terminate this Agreement pursuant to this Section 3.2, Xantrion agrees to provide sufficient efforts and cooperation to ensure an orderly and efficient transition of Services to Client or another service provider, whichever Client elects, at Xantrion's then-current time and materials rates.

3.3 Termination for Cause

Either party may terminate this Agreement or any applicable Service for Cause (as defined below) immediately upon written notice to the other party.

For purposes of this Agreement, "Cause" means: (i) Client's failure to pay any amount due within thirty (30) days of the applicable due date; (ii) a party's conviction of, or plea of nolo contendere to, any felony, or any other crime involving fraud, embezzlement, or act of moral turpitude; (iii) a party's unauthorized use or disclosure of any Confidential Information or other proprietary information of the other party or any other party to whom the offending party owes an obligation of nondisclosure as a result of the parties' relationship; (iv) a material breach of this Agreement by a party which is incapable of cure, or with respect to a material breach capable of cure, is not cured within thirty (30) days after receipt of written notice from the affected party of such breach; (v) a dissolution or liquidation of any party, or any corporate action taken by any party for such purpose; (vi) any party's insolvency or admission of its inability to pay its debts generally as they become due; or (vii) any party's voluntary filing of a bankruptcy petition or general assignment for the benefit of creditors.

3.4 Effect of Termination

Upon termination of this Agreement, Xantrion shall not be obligated to provide any further Services to Client and Xantrion shall have the right to remove any equipment or other Supplies belonging to Xantrion which has been installed or placed at Client's location for the performance of the Services hereunder. Client shall pay all outstanding invoices, as well as any invoices which may be submitted to Client following the date of termination for Services or Supplies costs incurred up to the date of termination, within ten (10) days of the date of termination. Upon termination of this Agreement for any reason, each party shall (i) return to the other party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, [(ii) permanently erase all of the other party's Confidential Information from its computer systems,] and (iii) if requested by the other party, provide written confirmation within ten (10) days of receiving such request that it has complied with the requirements of this section.

3.5 Survival.

The terms of section 2, 3, 4, 5, 7, 8, 9 and 14 shall survive the termination of this Agreement.

4 Equipment, Software and Supplies

4.1 Equipment; Software; Supplies

Xantrion is not responsible for compatibility issues, project delays, or other problems with equipment, hardware, software, or other parts and supplies (i) provided by Client, (ii) purchased by Client through a third party, or (iii) manufactured by a third party and purchased by Client from Xantrion (collectively, "Third Party Products") except if expressly recommended by Xantrion.

Notwithstanding anything contained herein to the contrary, in the event Xantrion installs a Third Party Product and such Third Party Product fails within [ninety (90) days] of installation, Xantrion will provide the labor to re-install the product free of charge.

4.2 Limited Warranty

Xantrion represents and warrants to Client that the Supplies, processes, and procedures employed, used, and operated by Xantrion in providing the Services will be sufficient to provide the Services at the levels of reliability represented in the description and definition of the Services.

Third Party Products purchased through Xantrion are warrantied by their respective manufacturers and any applicable manufacturer's warranties will be passed through to the Client. Xantrion will only accept returns on such Third Party Products if they are defective and returned within thirty (30) days of Client's receipt of such Third Party Product.

5 Independent Contractor Status

Client and Xantrion acknowledge and agree that: (i) Xantrion is an independent Contractor, (ii) the parties are not engaged in a joint venture, partnership, employment, or fiduciary relationship; and (iii) neither party is authorized to act as agent or incur any obligation on behalf of the other.

6 Non-Solicitation

Client acknowledges that Xantrion will recruit and train personnel to provide Services for Client under this Agreement, and that this is a costly and time-consuming endeavor. Client therefore agrees not to directly, or indirectly through a third party, solicit, induce, recruit for employment, or attempt to solicit, induce, or recruit for employment, any Xantrion personnel who has performed Services for Client under this Agreement to provide the same or similar services. Client shall comply with this obligation during the term of this Agreement, and for a period of twelve (12) consecutive months after termination. Client shall be relieved of its obligations under this provision if Client first pays Xantrion the sum of the actual cost of retaining and training individual personnel. The Parties further agree that this amount shall be no less than \$60,000 per individual personnel, which Client agrees accurately reflects the minimum reasonable value of Xantrion's time and costs with respect to recruiting and training personnel to work for Client. Notwithstanding any other provisions in this Agreement, the parties retain all legal remedies, at law or equity, upon violation of this provision.

7 Unauthorized Access to Data or Use of the Services

Xantrion is not responsible to Client for unauthorized access to the electronic data of Client stored on Xantrion's servers ("Client Data") or the unauthorized use of the Services unless such unauthorized access or use results from Xantrion's failure to meet its obligations described in the Agreement. Client is responsible for the use of the Services by any employee, Xantrion, or consultant of Client, any person to whom Client has given access to the Client Data, and any person who gains access to the Client Data or Services as a result of Client's failure to use reasonable security precautions, even if such use was not authorized by Client.

8 No Warranties; Limitations of Liability; Indemnification

8.1 No Warranties

Except as provided in section 1 (services) and section 4.2 (limited warranty), Xantrion expressly disclaims all warranties, express, implied, statutory or otherwise, with regard to the services provided hereunder, and with regard to any third party products, including in each case any warranty of non-infringement, and any and all warranties of merchantability or fitness for a particular purpose or arising from the course of dealing between the parties or usage of trade. These disclaimers of warranty and limitations of liability constitute an essential part of this agreement.

8.2 Limitation of Liability

In no event will either party, whether in contract, tort, equity or otherwise, be liable for (i) any indirect, incidental, consequential, special, punitive or exemplary damages (even if such damages are foreseeable, and whether or not either party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited warranty.); or (ii) costs of procurement of substitute products or services, lost profits, loss of data; or (iii) any direct damages arising from or relating to this agreement, to the extent that the aggregate amount of such damages exceeds the aggregate amount of fees actually paid by Client hereunder in the one (1) month before such claim arose .

The parties agree that the limitations in this section are integral to the amount of fees charged in connection with this agreement and that, were Xantrion to assume any further liability, such fees would of necessity have been substantially higher.

8.3 Indemnification

To the fullest extent permitted by law subject to the limitations set forth in this Agreement,, Xantrion shall indemnify and hold harmless, and defend the Client, its officers, agents, employees and volunteers (collectively, the "Client Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses and expenses which may be made by individuals or organizations, including, but not limited to attorneys' fees, expert fees and all other costs and fees of litigation (each a "Claim" and collectively the "Claims"), arising out of or resulting from the Xantrion's negligence or willful misconduct in the performance of the Services. The acceptance or approval of Xantrion's Services by Client or any of its directors, officers or employees shall not relieve or reduce Xantrion's indemnification obligations. However, to the extent that any Claim arises from, relates to, or is in connection with, the negligence or willful misconduct of the Client Indemnitees, or any of them, then Xantrion's indemnification obligation and liability hereunder for the Claim shall be reduced in proportion to the Client Indemnitees' total share of liability for the Claim as a result of the Client Indemnitees' negligence or willful misconduct.

9 Confidentiality

9.1 Definition

The term "Confidential Information" as used in this Agreement shall mean any information disclosed, directly or indirectly, by a party (the "Discloser") to the other party (the "Recipient") that may reasonably be considered proprietary or confidential including, without limitation, the Discloser's operational and business methods and practices, economic and financial information, know-how, recommendations, instructional methods, Client Data (as defined below), software and information systems, technical processes, products, product designs, machinery, research and development, intellectual property, and any material embodiments thereof.

Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this agreement; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that

such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by Recipient without using any Confidential Information.

9.2 Confidentiality

The Recipient agrees to (i) take reasonable measures to protect and safeguard the confidentiality of, and avoid disclosure and unauthorized use of, the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except as required to assist the Recipient to exercise its rights or perform its obligations under this Agreement.

Disclosure of Confidential Information is not prohibited if such disclosure is compelled pursuant to a legal proceeding or is otherwise prescribed by law. If the Recipient receives a request to disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Recipient, prior to disclosing any Confidential Information, and, except as may be prohibited by law, will notify the Discloser of such requirements to afford the Discloser the opportunity to seek a protective order or other remedy.

9.3 Access to Systems

Xantrion representatives and contractors, shall only access Client systems and data as is necessary to perform the Services agreed to. Client understands that Xantrion representatives may share access with other vendors to the limited extent required to perform the Services.

10 Compliance

None of the Services or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States has embargoed goods, or to any individual or entity that has been denied export privileges by the U.S. Treasury Department or the U.S. Department of Commerce. By using the Services, Client is agreeing to the foregoing and Client is representing and warranting that Client is not a national resident of, or located in or under the control of, any country subject to such export controls.

10.1 Protection of Personally Identifiable Information

The parties agree to use commercially reasonable security precautions to protect Personally Identifiable Information, "PII", (as hereafter defined) transmitted to or from, or stored at, Xantrion's data centers. Client must comply with the laws applicable to Client's use of the Services and with Xantrion's policies and procedures, as may be amended. Client agrees to cooperate with Xantrion's reasonable investigation of Service outages, security problems, and any suspected breach. For purposes of this Agreement, "PII" means (i) any information that identifies an individual, such as name, social security number or other government issued number, date of

birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

The parties agree to comply with the applicable provisions of HIPAA, the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Standards"), the Electronic Transaction Standards (45 CFR Parts 160 and 162) the Security Standards (45 CFR Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Public Law 111-05 and regulations promulgated thereafter.

The parties further agree to comply with the applicable provisions of the PROTECT Our Children Act contained in 42 USC 13032 and 18 USC 2258A .

10.2 Compliance with Laws Applicable to Client

As it pertains to Client's Confidential Information and/or Data stored or managed by Xantrion, Xantrion will comply with any and all confidentiality, security, privacy and or compliance requirements, rules and/or regulations imposed on Client by local, state or federal authorities, agencies, regulatory agreements and or laws to the extent Client has provided to Xantrion in writing the specific requirements to satisfy said confidentiality, security, privacy and or compliance requirements, rules and/or regulations.

10.3 Compliance with Software Manufacturer's Licensing and Allowed Usage Requirements

Client acknowledges its obligation to comply with all provisions of software manufacturer's licensing and allowed usage requirements. Client agrees to honor the provisions of the "[Microsoft Cloud Agreement](#)" incorporated herein by reference.

11 Security Incident Response

11.1 Obligations

Xantrion acknowledges its obligation to support Clients in the event of a Security Incident. Services we will perform and the basis on which they will be billed are described in the Addendum – Services.

11.2 Disclaimer

Xantrion does not represent that any service will prevent a security incident. Nor do we represent that we have legal expertise or expertise in forensic investigations. Clients are advised to consider purchasing cyber-liability policies to protect against the risk of a security incident. In the event of an incident, Client is advised to contact their own legal counsel to determine their obligations to report an incident, and to notify their insurance carrier of a potential claim and to permit the insurance company or its designated agents to conduct any investigation.

12 Insurance

During the term of this Agreement, Xantrion shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to:

Insurance Type	Description of Liability covered	Aggregate Limit
Cyber Liability, Privacy/Network Security, Cyber Crime & Cyber Deception Endorsement	Data breach of our systems or a Client system for which we are liable Including forensic costs, notification costs, credit or identity protection, extortion, regulatory action, fines and penalties. and business interruption.	\$10 mm
Third Party Crime	Third Party Crime	\$250 K
Commercial General Liability	Bodily injury, personal injury and property damage caused by the business' operations, products, or injury that occurs on the business' premises.	\$2 mm
Errors and Omissions Liability	Claims made by Clients for failure to provide products or services, inadequate work or negligent actions.	\$10 mm
Workers Compensation	On the job injury	\$1 mm
Employment Practices Liability	Claims made by employees alleging discrimination (based on sex, race, age or disability, for example), wrongful termination, harassment and other employment-related issues, this also extends to Third Party – Clients, Vendors, etc.	\$1 mm

13 Harassment Free Workplace

Xantrion and Client mutually commit to observing the highest standards of conduct in maintaining an environment that is free of discrimination, including harassment of any kind and on the basis of a legally protected status. Accordingly, Xantrion and Client will not tolerate any form of harassment against anyone, including employees, vendors, independent contractors, or guests. Xantrion and Client understand and acknowledge their legal obligation both, not to engage in, and to report any unwelcome conduct, whether verbal, physical, sexual, or visual, and that is based upon a person's protected status.

14 Miscellaneous

14.1 Notices

All notices under this Agreement shall be sent to a party at the respective address indicated in the introductory paragraph hereof, or to such other address as such party shall have notified the other in writing. All such notices so addressed shall be deemed duly given (a) upon delivery, if delivered by courier or by hand (against receipt); or (b) three days after posting, if sent by certified or registered mail, return receipt requested.

14.2 Governing Law

This Agreement shall be construed and controlled by the laws of the State of California, without reference to conflicts of law principles. To the extent that any lawsuit is permitted under this Agreement, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in [Alameda County, California].

14.3 Remedies

The parties agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement, including any disclosure or use of the Confidential Information, may be inadequate and, in recognition of this fact, in addition to all other remedies available at law, the parties will be entitled to seek specific performance or injunctive relief to enforce the terms of this Agreement.

14.4 Dispute Resolution; Attorney's Fees

Xantrion and Client agree to each use its best efforts to mutually resolve any claim, controversy, liability or dispute arises between the parties relating to or in connection in any way with this Agreement or its interpretation, validity or enforcement (collectively, "Disputes" or, in the singular, "Dispute").

Failing that, and unless otherwise agreed by the parties in writing, such dispute shall be adjudicated by final, binding arbitration under the auspices, and in accordance with then-applicable commercial arbitration rules and procedures, of JAMS, Inc. ("JAMS") at JAMS' San Francisco offices. The arbitrator shall be mutually-agreed upon by the parties to the arbitration. If the parties cannot agree upon an arbitrator within ten (10) business days after the filing of any demand for arbitration or statement of claims with JAMS (or, if a party is asked to participate in the joint selection of an arbitrator, but is unresponsive or otherwise does not do so within the foregoing time period), then JAMS shall select as arbitrator a retired judge having at least ten (10) years' experience in industry-related disputes pursuant to its normal procedure for selecting an arbitrator when parties cannot agree upon an arbitrator.

The parties to the Dispute shall share equally in the costs of arbitration. If any party to the Dispute fails or refuses to pay its portion of JAMS arbitration-related administration fees or arbitrator's fees in a timely manner, the other party to the Dispute may, at its election, pay such fees and proceed with the arbitration without the participation of the party who fails or refuses to pay its share of such fees, and any final arbitration award shall require the non-paying party to reimburse the paying party for such fees and costs.

The arbitrator shall have the power to award only such damages, remedies, or relief that would be available in a court otherwise having jurisdiction of the matter, but no other damages, remedies or relief. The arbitrator shall render all rulings and make all adjudications based solely upon the law governing the claims, counterclaims and defenses pleaded and shall not invoke any basis (including, without limitation, notions of “just cause”) other than such controlling law. The arbitrator shall have the authority to issue an award that provides for both legal and equitable relief, as applicable, including, without limitation, an order for issuance of a temporary or preliminary injunction. Notwithstanding the foregoing, the parties may avail themselves in the court of the rights and remedies provided by Section 1281.8 of the California Code of Civil Procedure. In any arbitration proceeding commenced under this section, the merits hearing (i.e., trial) shall begin by no later than ninety (90) calendar days after the filing of any demand for arbitration or statement of claim with JAMS. The arbitrator shall prepare a written statement of decision and award within five (5) business days following the conclusion of the arbitration merits hearing. Judgment on the decision, award or other order of the arbitrator may be confirmed and entered by the court.

The decision of the arbitrator shall be final and conclusive, and the parties hereby waive the right to trial de novo or appeal, excepting only for the purpose of confirming the arbitrator’s decision, award or other order and entering judgment thereupon, for which purpose the court shall have sole and exclusive jurisdiction. Such confirmation and entry of judgment may be obtained by ex parte application. Additionally, any petition to compel arbitration and any other legal proceeding seeking to enforce or avoid arbitration under this Agreement shall be filed and litigated exclusively in the court.

The prevailing party in any arbitration of a Dispute shall be entitled to recover from the other party or parties the reasonable attorneys’ fees and costs (including all costs of collection and recovery of any monies adjudicated to be due), experts’ fees and costs, arbitration administrative fees, court filing and other fees, and arbitrator’s fees that the prevailing party actually incurs in connection with that proceeding and any related-action or proceeding in the court; however, the parties agree that, in the event a party to the Dispute is adjudicated to be a prevailing party, that party shall seek to recover attorneys’ fees under this section for the services performed only by two (2) attorneys from the same law firm retained by that party. In the event this provision is adjudicated to be unenforceable or the parties to the Dispute jointly elect to seek an adjudication of their dispute in a judicial forum, the foregoing fees and costs recovery provision shall apply with equal force to that judicial adjudication of the Dispute.

14.5 Force Majeure

Neither party shall be deemed to have defaulted or breached hereunder, nor shall it hold the other party responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, hostile or warlike action including cyber or armed attacks in times of peace or war by a government or sovereign power, labor strike, lockout, boycott, or other similar events beyond the reasonable control of such party (collectively, “Force Majeure”), provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (b) takes all steps reasonably necessary to mitigate the effects of the Force Majeure event.

14.6 Headings

Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

14.7 Severability

If any provision in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

14.8 No Waiver

A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a clear written statement that such term or condition is waived.

14.9 No Assignment

Client shall not assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except in the event of a merger, acquisition, or sale of substantially all of Client's assets. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' permitted successors and assigns.

14.10 Entire Agreement; Modification

This Agreement, and any attachments hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement shall supersede any prior understanding or agreement, written or oral between the parties. In the event of any conflict between the terms hereunder and any attachment, these terms shall govern unless such attachment expressly states that the terms and conditions of the attachment shall control. There are no promises, covenants or undertaking other than those expressly set forth herein, and any other terms and conditions are rejected regardless of content, timing or method of communication. Any deviations from or additions to the terms of this Agreement must be in writing and will not be valid unless confirmed in writing by duly authorized officers of Xantrion and Client.

15 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This Agreement may be executed and delivered by facsimile transmission, by electronic mail in “.pdf,” or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed:

Anne Bisagno

Printed:

Anne Bisagno

Title:

President

Company

Xantrion, Inc.

Date:

August xx, 2019

**ADDENDUM TO THE GENERAL SERVICE AGREEMENT
INFORMATION TECHNOLOGY SERVICES**

TABLE OF CONTENTS

1	Summary Service Scope and Costs	4
2	CORE IT	5
2.1	Description of Services	5
2.2	Systems Administration	5
2.3	Desktop Support	5
2.4	“Virtual Chief Information Officer” (vCIO) and Strategic Planning Services	6
2.5	Limitations and Client Obligations	6
3	Systems Monitoring	8
3.1	Description of Services	8
3.2	Monitoring systems	8
3.3	Monitoring hours	8
3.4	Monitoring scope	9
3.5	Patch Management	9
3.6	Thresholds & Monitoring Criteria	10
3.7	Endpoint anti-virus and anti-malware management	10
3.8	Client notification of monitoring alerts	10
3.9	Alert remediation	10
3.10	Limitations and client obligations	10
4	Managed Backups	11
4.1	Description of Services	11
4.2	Recovery Point Objective	12
4.3	Recovery Time Objective	12
4.4	Standby Server Hosting	12
4.5	System requirements	12
4.6	Effect of Termination	12
4.7	Estimating data backup costs	13
4.8	Limitations and client obligations	14
5	Managed Security Essentials	14
5.1	Description of Services	14
5.2	List of Services	14
5.3	Security Incident Response	15
5.4	Limitations and Client Obligations	17
6	Managed Security	18
6.1	Description of Services	18
6.2	List of Services	18
6.3	Limitations and client obligations	20
7	Hosting	20
7.1	Description of Services	20
7.2	Data location	20
7.3	Service Level Agreement	20
7.4	Effect of Termination	21
8	Limitations applicable to all services	21
8.1	Support for End Users not covered by a CORE IT agreement	21

8.2	Policy Authoring, Audit, and Questionnaire Support.....	21
9	Authorized Contacts.....	21
10	Phone and Email Support hours of operation.....	22
10.1	Phone Answer	22
10.2	E-mail processing	22
11	Rates for Services Outside of Scope.....	22
12	Travel Expenses	23
13	Service Level Agreement.....	23
13.1	Response Time	23
13.2	Service Level Credits	23
14	Client-Specific Provisions	24
15	Monthly Costs and Service Detail.....	25
16	One-Time Costs	26
17	Counterparts	27

1 Summary Service Scope and Costs

Service Name	Description	Included Services
Core IT	Comprehensive IT support for your staff, Systems Administration, Remediation, Management and Maintenance.	
Systems Monitoring	IT infrastructure monitoring designed to detect non-functioning systems or services, in addition to conditions which may lead to instability or down time.	
Managed Backups	Backup of systems and data to protect against loss. Includes “Best Effort” disaster recovery for data stored in our repository.	
Managed Security Essentials	Fundamental security provisions and practices recommended for every organization	
Managed Security	A comprehensive security offering designed to meet the needs of organizations subject to regulatory oversight and compliance requirements, or with a strong need to protect sensitive data.	
Hosting	“Private Cloud” services designed to host critical business systems in highly-available redundant secure Datacenters, with locations in Denver and Salt Lake City.	
TOTAL	Monthly Recurring Costs	

2 CORE IT

2.1 Description of Services

CORE IT is a comprehensive offering that includes technology support, administration, design, remediation, and maintenance, designed to provide the Client with:

- A secure and stable Information Technology environment with exceptional up time.
- A high level of employee technology support satisfaction.
- A competitive advantage.
- The lowest sustainable total cost of ownership.

CORE IT is provided at a fixed monthly cost and includes unlimited desktop and systems support.

2.2 Systems Administration

- User & Resource Management
 - Employee Onboarding and Termination
 - Hardware and Business Resource provisioning
 - Identity management and access control
- Server, Network Infrastructure, and Endpoint Management
 - Deployment, Administration, Troubleshooting, and Remediation
 - Purchasing & Warranty Management
 - Replacement of systems “In Kind,” at end of life
 - Data Backup System management
- Application Management – Cloud or Server-Based
 - Deployment, Upgrades, Troubleshooting, & Remediation
 - License & Subscription Management
 - Vendor Coordination
- Cloud-Based Voice over IP Systems
 - Administration, including Moves, Adds, and Changes.
- Internet Connectivity
 - Vendor Management
 - Troubleshooting & Remediation
- Mobile Devices & Tablets
 - Business Email connectivity

2.3 Desktop Support

- Unlimited remote support services are provided to your staff, 24 x 7 x 365.
- On-site support, as required.

2.4 “Virtual Chief Information Officer” (vCIO) and Strategic Planning Services

The client will be assigned a Xantrion “vCIO,” whose core objective is to develop and maintain a business technology strategy that meets the business requirements and fosters growth.

Detailed Services include:

- Technology and Security Strategy and Advisement
- Quarterly Business Review meetings
- Business Continuity and Disaster Recovery Strategy
- Cyber Security Risk Assessment and Mitigation Strategy
- Budget Projections and Cost Management
- Service Delivery Oversight
 - Client Satisfaction Oversight & Reporting
 - Identification and Resolution of trends or systemic issues
 - Support Escalation
- Account Management, including agreement maintenance & resolution of billing matters
- Project Coordination and Management
- Incident Response Coordination

2.5 Limitations and Client Obligations

2.5.1 Services provided on a Time and Materials basis

- Physical relocation of Staff systems.
 - Ex: An employee wishes to move from one office location to another
- Support for custom software solutions, developed specifically for your firm, and not supported by a major vendor
 - Ex: Custom scripts, FileMaker Pro, and Access Databases are considered custom software solutions
- Office Moves and Rebuilds
- Business system or Infrastructure Projects that are being driven by new functionality or features
 - Ex: Cloud migrations, ERP, CRM, Accounting, or other Line of Business Application Implementation, Cloud VoIP phone migrations
- Audio/Visual Systems Setup
 - Ex: Deployment of a new videoconferencing solution, or assisting client guests with connectivity to projectors or displays

2.5.2 Warranties & Valid Support Agreements are Required

Except as otherwise agreed, supported equipment, including, but not limited to: servers, shared storage, firewalls, switches, wireless access points, desktop and laptops, must carry a valid warranty and support agreement for these devices to remain with Xantrion's support scope. All line of business applications must include a valid support agreement, and the appropriate licensing to ensure compliance.

2.5.3 Spare Equipment

We suggest maintaining spare staff systems to expedite setup and deployment in the event of an unexpected new hire or hardware failure. There is no additional monthly cost associated with the maintenance of spare endpoint systems.

2.5.4 Disaster Recovery

Recovery from outages caused by theft of systems or environmental events such as earthquakes, floods, fire or sprinkler system activation will be performed on a time and materials basis.

Clients wishing to reduce the risk of a disaster are encouraged to use cloud services or consider re-locating their systems to our secure data centers, as described in Section 7. For clients who maintain servers on-premise, we also offer Standby Server Hosting, described in Section 4.4, to reduce the time and cost associated with recovering from a disaster.

2.5.5 E-Discovery, Forensic and Breach Investigations

Clients are advised that services provided as part of a CORE IT agreement are not designed to capture information required to support a forensic investigation. See also the limitations described in Section 5.3.5.

2.5.6 Abuse / Sabotage

Notwithstanding other provisions, recovery from deliberate damage / sabotage to systems or data, either on-premise or in cloud, will be performed in accordance with the Time and Materials provisions of this agreement.

2.5.7 Support for Endpoints not Covered by this Agreement

Support for systems not covered by this agreement is limited to the configuration and troubleshooting of secure remote access to business systems.

Ex: Business email connectivity or Secure Remote Desktop.

Xantrion will not provide hardware support for these systems out of scope; any operating system-level or networking support required to establish secure remote connectivity to business resources will be provided on a Time & Materials basis.

2.5.8 Web Content Development

Xantrion does not manage web site content development or administration. We are happy to provide vendor recommendations for this purpose.

3 Systems Monitoring

3.1 Description of Services

Xantrion's Monitoring services are designed to improve the overall availability, stability, and performance of the Client's critical business systems.

Xantrion monitors key operating characteristics of the Client's designated systems and cloud solutions, in order to detect and address early signs of potential system instability or failure, and to quickly identify and remediate the points of failure, in the event that a system or service outage occurs. Xantrion maintains a history of operating data which can be used as a benchmark for "normal" operations and to aid in the troubleshooting process.

Note that while network breaches may be detected as a result of consequential anomalies in network operations, this service is not designed to provide intrusion detection or prevention and should not be relied upon for these purposes.

3.2 Monitoring systems

Xantrion's central monitoring systems are located in secure datacenters. Data is gathered from client operating environments, using a combination of probes and agents installed directly on servers and endpoints. Data is also gathered from additional sources external to the client environment to provide a comprehensive overview of system status. Examples of external monitoring include: round-trip email flow, RDS host availability, and Office 365 status.

3.3 Monitoring hours

Automated monitoring occurs 24 x 7 x 365. Engineers observe and remediate issues "live," from 6 AM to 7 PM PST, Monday through Friday. On request, Xantrion can establish a limited number of alerts which will trigger a notification to our live After-Hours answering service. The answering service will then contact an available engineer off-hours, alerting them to the issue raised by the system.

3.4 Monitoring scope

The scope of Monitored Systems is dependent upon several factors, including client-specific requirements, capabilities of the monitoring services, and limitations of the systems being monitored. We recognize that client monitoring requirements are constantly changing as new systems are released and cloud services evolve. Our centralized monitoring systems are similarly evolving in terms of capacity and capabilities. Please discuss any specific monitoring needs with your vCIO, so that they may determine whether or not they can be met.

The list below provides a sample of services & systems we will attempt to monitor:

On Premises Systems Server hardware health Remote Server Management systems (DRAC / iLO) System resource utilization Disk utilization and I/O Warranty status Service availability Application level monitoring Active Directory SQL Exchange Internet Information Services UPS systems availability and battery health Networking devices System Resource Utilization Traffic Throughput	Shared Storage RAID and Disk health LUN utilization SaaS, Websites & External Services Availability of Services Response times TLS/SSL certificate validity DNS resolution Expected page verification Synthetic email route trip testing Security Monitoring Antivirus health Windows patching health Privileged access groups changes Common account names monitoring Outboard firewall port blocking SFP monitoring
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3.5 Patch Management

Xantrion will manage patch deployment to Windows Systems, including servers and endpoints, using our patch management solution.

Xantrion conducts a literature review of all critical and security operating system updates as they are released by Microsoft. Prior to general release, deployment is tested on Xantrion's systems and on systems that clients have asked to be included within our patching test group. Xantrion will identify and withhold any patches that are deemed problematic.

Approved patches are deployed monthly to workstations and laptop endpoints, and quarterly to servers.

3rd-party Application patching is provided for a select list of supported applications.

3.6 Thresholds & Monitoring Criteria

Xantrion leverages a set of alerting conditions and thresholds within the central monitoring solution that have been developed and tuned, through a combination of manufacturer's Best Practice recommendations, in addition to real-world conditions. These thresholds are designed with the stability, uptime and health of your systems in mind, and should not be customized.

3.7 Endpoint anti-virus and anti-malware management

Xantrion will manage the licenses, automated deployment, troubleshooting, and administration associated with the anti-virus and anti-malware solution, for all clients with a Core IT agreement, and for clients who have elected to bundle this offering with systems monitoring.

3.8 Client notification of monitoring alerts

If requested, Xantrion will copy any recipients that you designate on automated alert notifications. For urgent and impactful issues, an Engineer will attempt to reach you by phone. For all other issues, we will reach out via e-mail.

3.9 Alert remediation

Xantrion Engineers will attempt to contact Client for authorization before performing any remediation work outside of the standard Core IT agreement. If we are unable to contact you, we will use our best judgement in determining whether or to proceed without authorization. Examples of situations where we may act if we are unable to reach you could include:

- The affected system is covered under a CORE IT contract and therefore remediation work is included.
- E-mail system is completely down.
- Internet connectivity outage.
- Remediation of issues that are determined to be the direct result of managed patching.

3.10 Limitations and client obligations

The provisions listed in this section apply only to clients whose systems are not covered under a CORE IT agreement, or those with a "Monitoring-Only" Agreement.

3.10.1 Identification of Systems to be monitored

You will provide us with a list of systems and/or cloud services that you want us to monitor. For hardware systems on-premise, we require the following information:

- Device name
- IP address
- Hardware information (type, model, serial number)
- Administrative Login Credentials
- Physical location

3.10.2 Changes to monitoring

Requests to add or remove systems or devices from the monitored scope should be sent in writing to support@xantrion.com.

3.10.3 Advance notification of systems maintenance

We ask that you notify us in advance of planned maintenance that will impact services and system uptime, so that we can suspend monitoring and avoid “false alarms.”

3.10.4 Remediation of issues resulting from patching

Client acknowledges that Xantrion’s strategy for repairing an unstable system after patching may be, at our discretion, restoring from backup. Systems not covered by a CORE IT or Managed Backup agreement will be repaired on a time and materials basis.

4 Managed Backups

4.1 Description of Services

Xantrion will work with the Client to design a managed backup strategy that meets the business’ Disaster Recovery and Data Retention requirements.

Services will include:

- Automated monitoring to ensure backups are completing successfully.
- Engineer review of backup-related alerts during the business day.
- Data retention as required by the Client (e.g. 30 days, 1 year, 7 years)
- Quarterly auditing of the backup selection lists and file restore testing.
- Annual test restores of a database or server critical to business operations.
- Remediation of any issues related to the managed backup solution.

- Restoration of files and servers as requested, subject to the limitations described in Sections 4.3 and 4.4
- Encryption of backup data “in transit” and “at rest” when replicating to Xantrion datacenters.
- Optional “cloud-to-cloud” backups for supported cloud services: e.g. Office 365
- An optional on-premises “backup appliance.”

4.2 Recovery Point Objective

Servers are backed up nightly, by default.

4.3 Recovery Time Objective

Data recovery requests will be handled in a timely manner, with restore times being subject to a number of factors (ex: internet bandwidth, etc.) File recovery, dependent upon data size, can generally be performed immediately upon notification. Recovery of an entire server may take 24 hours or longer.

4.4 Standby Server Hosting

For clients storing backups in our datacenter, Xantrion maintains spare hosting capacity to allow for recovery in the event of a local disaster impacting client systems (ie: theft, earthquake, fire, flood)

- This operation can take 24 to 72 hours and is subject to the availability of resources.
- This agreement includes the cost of 1 month of hosting in our datacenters, should long-term failover be required.
- Xantrion has a client concentration in the San Francisco Bay Area. Resource availability is *not* sufficient to permit the immediate recovery of all clients in the event of a regional disaster.
- Xantrion offers secure server hosting (described in Section 7) for clients who wish to ensure business continuity in the event of local disaster.

4.5 System requirements

- Client systems must be compatible with Veeam, the backup software on which our platform is built.
- Client internet services must be sufficient to permit the nightly replication of critical business systems.
 - As a conservative rule of thumb, assume at a minimum that data will change 5% per day and that 5 GB of data can be moved off-site per day for every 1 Mb/s of available internet upload bandwidth capacity.

4.6 Effect of Termination

- Upon termination of the service agreement, unless otherwise requested, Xantrion will delete all copies of your data from our datacenter infrastructure.

- In the event of termination, requests to export backup archives (ie: removable storage media) will be fulfilled on a time and materials basis.

4.7 Estimating data backup costs

The client's estimated monthly recurring costs associated with managed backups, calculated on a per-GB basis, are listed in Section 15.

The amount of data being held in aggregate by our hosted infrastructure is dependent upon several factors, including:

- The amount of data being protected
- Daily data change rate
- The degree to which original data can be compressed and deduplicated in the backups
- Retention periods

The table below provides a guideline to estimate the total amount of data you will store in our hosted backup infrastructure, based on the amount of data on your servers that we protect and your retention period.

Your actual costs may vary from these.

Retention period	GB of compressed data in the backups per GB of original data being protected		Off-site Storage Schema
	Typical case	High case	
30 days	1 : 1	2 : 1	Daily incremental backups for the first 30 days + 1 Full backup
90 days	2 : 1	3 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups
1 year	5 : 1	8 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups 3 x Quarterly full backups 1 x Annual full Backup
7 Years	8 : 1	10 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups 3 x Quarterly full backups 7 x Annual full backups

Example:

▪ Data stored on your systems:	1,000 GB
▪ Retention Period:	1 Year
▪ Estimated Data stored on our systems:	5,000 to 8,000 GB
▪ Cost per Stored GB	Given in Section 0
▪ Total Monthly Cost	Actual Data stored * Cost per stored GB

4.8 Limitations and client obligations

Clients must define data retention requirements and notify us of any changes to these requirements. Clients with systems not covered by a CORE IT agreement must identify which systems should be included in the scope of the backups.

Searches of electronic data, restoration of historical data for the purpose of legal investigations will be performed under the time and materials provisions of this agreement.

It is not feasible to ensure the backup of laptop and desktop systems with a high degree of confidence. Backups of laptop and desktop endpoints, if requested, are performed on a “Best Effort” basis. As a Best Practice, all sensitive data should be stored on server hardware or in a secure cloud environment.

5 Managed Security Essentials

5.1 Description of Services

Xantrion’s Managed Security Essentials service helps clients achieve an enhanced cybersecurity posture and implement appropriate defensive safeguards to address common cybersecurity threats.

5.2 List of Services

The following services are included in Managed Security Essentials:

5.2.1 Security Awareness Training

End users may subscribe to Xantrion’s standard security awareness training program. This program will consist of periodic email security testing and optional online video-based training.

5.2.2 Multi-Factor Authentication

Xantrion will supply and manage an approved multi-factor authentication system.

5.2.3 Mobile Application Management

Xantrion will supply and manage an approved mobile application management system.

5.2.4 Advanced Internet Filtering

Xantrion will deploy advanced internet filtering technology to laptops, extending internet filtering to these devices when they are outside the corporate network. Internet filtering includes the detection of malware and blocking of malicious domains.

5.3 Security Incident Response

5.3.1 Overview

Xantrion will assist our clients in responding to Security Incidents affecting their information systems within the limitations of existing agreements. Client Security Incidents are handled according to Xantrion's pre-defined Security Incident Response Policy.

Please see Section 5.4 regarding limitations on services provided pursuant to this provision.

5.3.2 Definitions

Security Event: Any observable change or occurrence in a system. Certain correlated events may become Security Alerts through automated analysis.

Security Alert: Notifications that a certain event or series of events have occurred. Alerts can be generated from automated systems or received in the form of user request to our service desk. Security Alerts may be escalated to become Security Incidents.

Security Incident: A single or series of security events that, as assessed by Xantrion, have a significant likelihood of threatening information security and impacting business operations.

Containment: Containment of a Security Incident are tasks performed by incident responders to limit the scope and impact of an ongoing Security Incident.

Recovery: Recovery from a Security Incident is the process of returning impacted systems to normal operation and removing artifacts of the incident from the system. (For example; removing malware and recovering data from backup). Recovery steps may include remediation of security vulnerabilities to prevent future incidents.

5.3.3 Classification and Prioritization

Xantrion classifies Security Alerts into 4 categories:

Category	Description
Insufficient Information	Xantrion does not have the required information to properly classify this alert. Additional information is required from the client to continue processing this alert.
Harmful	The alert is identified as an attack or attempted attack that may result in damage or unauthorized access to information systems. The cause of the alert has rendered the Client's infrastructure vulnerable or compromised. Harmful alerts are escalated as Security Incidents.
Harmless	The alert is identified as a known attack, attempted known attack or reconnaissance effort. The client's systems are not considered vulnerable or compromised.
False Positive	The alert may be falsely triggered, is informational, or has been determined to be benign.

Xantrion prioritizes Security Incidents, based on their functional, informational, and recoverability impact:

Priority	Description
High	The incident impacts critical business functions. Represents a high likelihood of impacting information availability or confidentiality or requires a significant recovery effort.
Medium	The incident impacts multiple users. Represents a medium likelihood of impacting information availability or confidentiality. Recoverability effort is expected to be less than 24 hours.
Low	The incident is limited in scope and does not significantly impact business operations. There is a low likelihood of impacting information availability or confidentiality the recovery effort is minimal.

5.3.4 Detection

Security Incidents are declared solely by Xantrion based a variety of sources including automated analysis and reports from end users. Xantrion will assess incoming Security Alerts to determine if a Security Incident is occurring or has occurred.

5.3.5 Notification

Xantrion will notify our clients within 24 hours after a High or Medium priority Security Incident has been declared within the environment.

5.3.6 Containment and recovery

For systems covered by CORE IT, Xantrion will perform all reasonable tasks to contain a Security Incident and once contained, recover systems to normal operation.

5.3.7 Post-Incident activity

An Incident Report will be produced by Xantrion for all High and Medium priority Security Incidents. The report will be limited to Xantrion's involvement in the incident including: a summary of the incident, timeline of events, impact analysis, containment and recovery steps, root-cause analysis, and any additional recommended actions.

5.4 Limitations and Client Obligations

5.4.1 Disclaimer of Warranty

Information security and compliance is a wide-ranging discipline which requires the involvement from all parts of a business. Xantrion's expertise and this service are limited specifically to the technical cybersecurity aspects of a comprehensive information security program. It is important to understand that subscribing to this service alone does not guarantee compliance with any law or regulation nor guarantee the absolute security of your systems.

5.4.2 Data Security Responsibility

Client acknowledges and agrees that Xantrion does not provide legal services or warrant that the services or products provided or obtained on client's behalf will ensure client's compliance with any law, including but not limited to any law relating to safety, security or privacy.

5.4.3 Missing information

Client is responsible for providing missing information for alerts classified as "Insufficient Information". If client fails to supply such information Xantrion may send a reminder or close the alert.

5.4.4 Incident Response

It is the responsibility of the client to direct Xantrion's response to an incident according to their own policies and procedures, especially if evidence must be preserved, or a forensic investigation is expected. Clients are advised to maintain their own incident response plan including their own reporting requirements.

The primary goal of Xantrion's incident response service is to contain and recover from Security Incidents. Client is aware that Xantrion may take immediate action without notification to contain and recover from a detected incident. Certain containment and recovery actions may hinder future forensic investigations.

Xantrion's capabilities to assist with containment and recovery are limited for systems not covered by a CORE IT agreement. Containment of, and recovery from Security Incidents for these systems will be performed in coordination with the client on a best effort, time and materials basis.

5.4.5 Investigations

Clients are advised that services provided under Managed Security Essentials are not designed to capture information required to support a forensic investigation.

Investigation including root cause analysis, preservation of evidence, attempts to determine if information was accessed or exfiltrated by unauthorized actors, or to identify unauthorized actors will be performed on a best efforts, time and materials basis.

6 Managed Security

6.1 Description of Services

Xantrion's Managed Security service delivers a multi-layered cybersecurity solution tailored for small and medium businesses. The service is designed to aid clients in meeting regulatory compliance requirements and operating a secure computing environment.

Managed Security requires a Systems Monitoring agreement for all covered systems.

6.2 List of Services

The following services are included as part of the full Managed Security offering.

6.2.1 Cybersecurity Roadmap

Xantrion will provide access to our internally developed cybersecurity standards based on industry leading control frameworks. A gap analysis will be performed, at least annually, between our developed standards and current state including recommendations for improving the client's security posture.

6.2.2 Automated Security Analysis and Alert Management

Automated analysis will be performed on logs, system configurations, and other data points using metrics developed by Xantrion and its partners. Alerts will be triggered on specific pre-defined

conditions and will generate a support ticket to be handled by Xantrion's Network Operations Center (NOC) or Service Desk.

6.2.3 Customized Security Awareness Training

Xantrion will customize a security awareness training program using the included training platform including phishing email exercises and video-based training.

6.2.4 Log Aggregation and Management

Xantrion will install a system to collect specific security logs from capable servers and network security devices. These logs will be stored for 30 days in a resilient and secure hosted location. Xantrion will provide and install necessary log collectors and configure supported systems to send logs. At the end of the retention period, log data will be permanently deleted on a first-in-first-out (FIFO) basis. If this agreement is terminated for any reason, Xantrion will be relieved of its obligation to store client's log data. Retention beyond 30 days is available at additional cost.

6.2.5 Vulnerability Scanning and Management

Xantrion will scan Client's internal and internet facing hosts on a quarterly basis for devices covered by this agreement. The scan data will be used to identify known vulnerabilities and results summarized and delivered to client for review.

For systems covered by a CORE IT agreement, critical vulnerabilities will be scheduled for remediation. For systems not covered by a CORE IT agreement remediation can be performed on a time and materials basis.

6.2.6 Sensitive Data Discovery

Xantrion will scan client's network annually, or more often as mutually agreed, to discover locations where sensitive data, such as Personally Identifiable Information (PII), is stored. Results will be summarized and delivered to client for review.

6.2.7 Account Authentication Analytics

Xantrion will manage an approved authentication analytics system. The system is designed to detect abnormal account behavior which may indicate compromise.

6.2.8 Identity Access Management

Xantrion will manage an approved identity management system used to provide single-sign on capabilities between the client's identity provider and other systems.

6.2.9 Self-Assessment Support

Xantrion will provide support If client initiates or is requested to perform a self-assessment or complete a security questionnaire by a regulating agency, or partner. Included support is limited to responding to pre-formed questionnaires.

6.2.10 Quarterly Reporting

On a quarterly basis Xantrion will deliver a report describing the performance of services included in this agreement.

6.2.11 Annual Security Review

Xantrion will meet with the client on an annual basis to review their cybersecurity program. Topics for review during this meeting can include:

- Security Incidents
- Existing cybersecurity policies
- Latest security reports
- Exceptions to standards or recommendations

6.3 Limitations and client obligations

The following services can be performed according to the time and materials provisions of the General Service Agreement.

- New functionality added to existing systems, including new single-sign-on integrations.
- Vendor Assessments

7 Hosting

7.1 Description of Services

Xantrion will host your systems on Xantrion-owned assets, configured to provide a fault-tolerant operating environment for your critical systems.

7.2 Data location

Data is stored in secure DataCenter locations in the continental United States.

7.3 Service Level Agreement

See Section 7 of this document.

7.4 Effect of Termination

Unless otherwise agreed upon, all client data will be deleted from our hosting environment upon termination of this service.

Prior to termination, in order to ensure continuity of service, at no cost, we will make server images and / or data available to Client or Client's new service provider for migration to their systems.

We can perform a migration from our service to an alternate provider or provide copies of images on portable media on a time and materials basis.

8 Limitations applicable to all services

8.1 Support for End Users not covered by a CORE IT agreement

Support requests for end users not covered by a CORE IT agreement must be escalated to us by the client's internal IT team. Xantrion cannot take support requests directly from end users, themselves.

8.2 Policy Authoring, Audit, and Questionnaire Support

Assistance with the creation of Client's internal compliance and security policies, responses to third party audit requests for a detailed description of client's cybersecurity, business continuity and / or disaster recovery practices will be provided on a time and materials basis. E.G. regulatory examinations, ISO certification, SSAE audits, investor, insurance, or other due diligence requests.

9 Authorized Contacts

The Client will provide Xantrion with a list of individuals, including e-mail addresses and mobile phone numbers, who are authorized to approve access control requests, as defined in the "Support FAQs for Liaisons" document.

10 Phone and Email Support hours of operation

Our phones are answered live 24 x 7 x 365. Details of coverage as follows:

10.1 Phone Answer

- Phones are answered live by our Client Service Representatives from 6:00 AM to 7:00 PM PST, Monday through Friday, excluding normal holidays. Our CSRs will make every effort to connect you to an Engineer who can assist you immediately.
- If all Engineers are busy when you call, we can arrange for a scheduled call-back
- Calls received outside of the defined business hours will be taken by a third-party answering service who will then patch the call to an On-Call Engineer, for resolution.

10.2 E-mail processing

- For non-urgent issues and change requests, email support@xantrion.com
- Expect a response within 1 business day
- Do not e-mail if you need help immediately; please call
- E-mail requests are monitored during business hours, 9AM to 5PM PST weekdays, excluding holidays. Messages received after hours are converted into a ticket that is assigned to an Engineer at the start of the next business day

11 Rates for Services Outside of Scope

	Base Hourly rate
C Level	\$245/hr.
Engineer IV	\$210/hr
Engineer III	\$180/hr.
Engineer II	\$150/hr.
Engineer I	\$120/hr.

- Business hours are 6:00 AM to 7:00 PM PST (M-F,) excluding traditional holidays.
- Work outside of business hours, or scheduled less than 1 day in advance, is charged at 1.5 times the applicable base hourly rate.
- Work is charged in fifteen (15) minute increments.
- The minimum site visit charge is four (4) hours of service.
- Rates are subject to change with 30-day notice.

12 Travel Expenses

- There is no charge for travel within our normal service area, defined as the 9 counties that make up the “Bay Area.”
- Client will be notified in advance of any travel or work outside of the Bay Area that will incur added costs.
- Travel Expenses associated with work outside of the Bay Area (including transportation, hotel stays, per diem food expenses) will be billed to the client at cost.
- Time associated with travel outside of the Bay Area will be billed at ½ of the applicable Base Hourly Rate.

13 Service Level Agreement

13.1 Response Time

13.1.1 Business-Critical issues

- For “business-critical” issues, or those that prevent a group of individuals from doing their work, Xantrion will make every effort to respond immediately. Your vCIO, if available, or a Xantrion manager, will coordinate the appropriate resources on the Xantrion side and provide you with a summary of impacted systems, a remediation plan and regular updates on progress.
- Xantrion will work the issue continuously until resolved, engaging Sr-level Engineering resources, subject matter experts, and vendors, as required.

13.1.2 Non-Urgent Issues and Change Requests

- For non-urgent issues and change requests, email support@xantrion.com
- Expect a response within 1 business day
- E-mail requests are monitored during business hours, 9AM to 5PM PST weekdays, excluding holidays. Messages received after hours are converted into a ticket that is assigned to an Engineer at the start of the next business day

13.2 Service Level Credits

For each thirty (30) minutes of downtime from the time we are notified (excluding scheduled maintenance,) Xantrion will issue a credit of five percent (5%) of the total Hosted Services, Systems Monitoring or Managed Backup Fees due to Xantrion for the month in which such Critical event occurred, not to exceed the total Hosted Services, Systems Monitoring or Data Backup Fees for such month.

Client is not entitled to a credit for downtime or outages resulting from circumstances beyond our control, including, but not limited to, Ransomware, Denial of Service attacks, virus attacks, or hacking attempts.

14 Client-Specific Provisions


15 Monthly Costs and Service Detail

16 One-Time Costs

17 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

Signed:		_____
Printed:	Anne Bisagno	_____
Title:	President	_____
Company	Xantrion, Inc.	_____
Date:	November 14, 2019	_____