



AGENDA

Delta City Council
Regular Meeting

March 19, 2024
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Consent Agenda
 - a. Approval of the February 20, 2024 Regular Meeting Minutes
 - b. Approval of Street Closure Applications for the Western Sky Balloon Festival
 - c. Approval of Street Closure Application for Cinco De Mayo
 - d. Approval of Street Closure Application for Soap Box Derby Race
 - e. Approval of Police Patrol Units Purchase
- D. Resolution #4, 2024; Amending the Fee Schedule to Include Veteran Discount at Bill Heddles Recreation Center
- E. Consideration to Award and Approval Contract for Materials Testing for the Hillside Project
- F. Consideration to Renew and/or Schedule a Show Cause Hearing for the Quick Buy Wine & Liquor Retail Liquor Store License
- G. Ordinance #1, 2024; Second and Final Reading
Amending Chapter 8.24 of the Delta Municipal Code Declaring Gambling as a Public Nuisance
- H. Ordinance #2, 2024; First Reading
Total Power Requirements Power Purchase Agreement Approval and Amending the Delta Municipal Code to Reaffirm and Codify the Establishment of an Electrical Utility Enterprise
- I. Consideration to Award RFP for IT Services and Approve Contract
- J. City Attorney Comments
- K. Monthly Manager Report/City Manager Comments
- L. Councilmember Comments

Please preregister for the meeting:
Join Zoom Meeting
<https://us06web.zoom.us/j/82795946610>
One tap mobile
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Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Item C:

Citizen Comments



Mayor Kevin Carlson called the meeting to order at 7:00 p.m. Also present were Councilmembers William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry and City Attorney Nicole Garrimone-Campagna via zoom. A meeting notice was posted on the City’s website and in the south window at City Hall at least twenty-four hours prior to the meeting.

Pledge of Allegiance

The Mayor led everyone present in the Pledge of Allegiance.

Changes to the Agenda

The Clerk reported that the executive session needs to read the City not District’s Attorney and Water Rights.

Citizen Comments

Josh Vigil, 1641 A Street, commented on the Hillside Street Project and the Veterans Park Design. He believes that the Veteran’s Park is to help Veterans reflect and heal. He encouraged the City to find a local Veteran to be an advisor on the project.

Approval of the February 6, 2024 Special Meeting and Regular Meeting Minutes

It was moved by Councilmember Tedrow and seconded by Councilmember Broome to approve the minutes of the February 6, 2024 special meeting and regular meeting as presented by the Clerk. All in favor, motion carried.

Colorado KAT Coalition Request

The City Clerk provided a summary of the discussion last year during the budget process. There are no funds in the 2024 budget for Colorado KAT Coalition as there was not any direction to staff to put that in the budget.

Chaucey Edwards with Colorado KAT Coalition reported that their organization is working to increase the impact spay/neutering can have in Delta. They are working with Bergen who is also providing similar services in Delta. She provided information on the number of cats they have spayed or neutered. They are requesting \$15,000 to help with the costs of providing this service to the Delta community. This could cover the costs of spaying/neutering 200 cats.

City Manager Elyse Casselberry stated that these funds would come out of the general fund and would require a transfer from the reserves and/or transferred from other accounts.

There was discussion regarding the cat population and the need to educated the community regarding the increase in cat population.

There was consensus to have a work session on the topic to discuss the program further and whether the City can provide the funds as requested.

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Consideration of Veterans Park Design Bid Award and Contract

City Manager Elyse Casselberry reported that back in 2020 there was a committee that was meeting regularly to discuss the Veterans Park. There were a lot of great ideas at that time, some more challenging than others. While those discussions are helpful in moving forward, engineering must be completed so that staff can seek grant funding for the installation. Staff will continue additional outreach to help with the project.

Parks Manager Shaun Barnard summarized the process of issuing an RFP for the design of the park. Staff received two bids and after review of the bids and determined that SCJ submitted a complete bid. Zeron only submitted for one phase of their proposed three-phase process.

Mayor Carlson questioned if the design has been completed.

Manager Barnard stated that a conceptual design has been done.

Councilmember Tedrow questioned if the funds for this contract are coming out of the conservation trust fund.

Staff clarified that this contract will come out of that fund.

It was moved by Councilmember Tedrow and seconded by Councilmember Broome to award the Veterans Park Design Bid to SCJ Alliance in the amount of \$54,000 and approve the contract. All in favor motion carried.

Consideration to Approve the Trimble Forensic X7 Scanning System, Subscription, Accessories and Training for the Delta Police Department

Commander Jarrod Lang reported that staff did some further research to answer some of the questions Council had at the previous presentation of this system. The staff report was provided to Council in their packets.

Mayor Carlson thanked Commander Lang and his staff for the additional information.

City Manager Elyse Casselberry reminded Council that the current system that the police department has the software is no longer supported.

Commander Lang also stated that the system is not working properly. He also provided some examples of how the system works and the successes that can occur during court proceedings.

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to approve the purchase of the Trimble Forensic X7 Scanning System, Subscription, Accessories and Training for the Delta Police Department in the amount of \$55,105. All in favor, motion carried.

Amendment to Stryker Contract for HVAC at the Community Safety Center

City Manager Elyse Casselberry reminded Council that the HVAC units were removed from the construction contract with Stryker to allow staff time to work with the State to receive funding to help with electrification of the building and the purchase of the HVAC units. The State has

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Amendment to Stryker Contract for HVAC at the Community Safety Center (cont.)

approved the award of the funding, the grant agreement has not been executed at this time. The contractor is at a point where the duct work needs to be completed. Staff is requesting to amend the contract with Stryker in the amount of \$396,199 to install the required electrical work and ducting for the new HVAC units. Once we have a grant agreement in place, there will be another amendment to purchase the units.

Councilmember Broome questioned if this is within the budget.

Manager Casselberry reported that there have been some change orders; however, the project remains to be within the budget at this time.

It was moved by Councilmember Carlson and Councilmember Tedrow to approve the amendment to the contract with Stryker for the HVAC system for \$396,199. All in favor, motion carried.

Consideration of the TWG Application for Economic Incentive

City Manager Elyse Casselberry stated that last month Delta Housing Authority requested a letter of support for their next residential project. At that time, they provided information on the project which will be a multi-family unit facility. The letter of support was provided; however, staff did not have enough information to determine if the housing authority would meet the requirements of the economic incentive program. Since then, TWG, who will be the contractor on this project, applied for the City's economic incentives. The incentive committee reviewed their portion of the request and approved those items. The remainder of the request is to be brought before the Council for their consideration. She explained that this is similar to what was approved during the senior housing project. This is not a true cost to the City, rather a waiving of the revenue. The approval of the request will result in the housing authority's application for tax credits more competitive. There is concern that if this is not approved, the housing authority will not be able to move forward with the project as they will not receive the needed funding. The incentive committee approved the waiver of the fire hydrant fee and the building permits for a total amount of \$38,000.

There was extensive discussion regarding all the items the housing authority is requesting to be waived. They also discussed the project and the need for this type of housing in the community.

It was moved by Councilmember Carlson and Councilmember Tedrow to approve the water/sewer tap fees in the amount \$268,900 for the TWG multi-family unit project with the additional \$38,000 approved by the incentive committee for a total amount of \$306,900. All in favor, motion carried.

Consideration of Youth Pool Resurfacing at Bill Heddles Recreation Center Bid Award and Contract

Recreation Manager Renee Ealey reported that the youth pool at the recreation center is needing to be resurfaced. Staff did put this in the budget for 2024. This pool was last resurfaced approximately 14 years ago. She summarized the bid process and the bids that were received. Staff is recommending Mid-America in the amount of \$75,000 for the resurfacing project.

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Consideration of Youth Pool Resurfacing at Bill Heddles Recreation Center Bid Award and Contract (cont.)

Mayor Carlson questioned if the whale is being removed.

Manager Ealey stated the whale will remain the same.

City Attorney Nicole Garrimone-Campagna requested that Exhibit B of the contract be removed as that provision no longer applies.

It was moved by Councilmember Tedrow and seconded by Councilmember Broome to award the Youth Pool Resurfacing Bid to Mid-America in the amount of \$75,000 and approve the contract removing Exhibit B. All in favor motion carried.

Resolution #3, 2024; Condemnation of Property Located at the Intersection of West 5th Street and Confluence Drive

Electric Department Manager Adam Suppes stated that staff is seeking to obtain property that is at the corner of 5th Street and Confluence Drive for the traffic light being proposed at that intersection. Staff has worked with Delta County to try to contact the owners of the property and have learned that they are deceased. We have not been able to find the next of kin or a trust for the property. After consulting with the City Attorney, the best path forward is to move forward with condemnation. This is the first step into the process.

City Attorney Nicole Garrimone-Campagna explained the process. She also stated that Exhibit A of the resolution will be forthcoming as they are working with the County to get that finalized.

RESOLUTION NO. 3, 2024

RESOLUTION OF THE DELTA CITY COUNCIL AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE THE PURCHASE OF AND, IF NECESSARY, TO CONDEMN CERTAIN REAL PROPERTY KNOWN AS DELTA COUNTY ASSESSOR PARCEL NO. 345724207003 FOR THE PUBLIC PURPOSE OF CONSTRUCTING A TRAFFIC SIGNAL AT THE INTERSECTION OF WEST 5TH STREET AND CONFLUENCE DRIVE

was read by the Clerk

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to adopt Resolution #3, 2024. Roll call vote: Councilmembers Broome, aye; Tedrow, aye and Carlson, aye. Motion carried.

Executive Session

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to convene an Executive Session Pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions and/or pursuant to C.R.S. § 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Executive Session (cont.)

regarding the City's water rights and pending water court Case No. 22CW3046. All in favor, motion carried.

At 8:34 p.m., the Regular Meeting was recessed. The Executive Session was convened a short time later.

At 9:01 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers William Tedrow, and Mark Broome, as well as City Manager Elyse Casselberry, City Clerk Jolene Nelson and City Attorney Nicole Garrimone-Campagna. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

Consider Approval of Proposed Stipulation with State and Division Engineers for Settlement of the City's Abandonment Protest, Case No. 22CW3046

City Attorney Nicole Garrimone-Campagna stated that in 2020 the Division Engineer listed one of the City of Delta's water rights on the abandonment list. At that time, her office filed a protest on behalf of the City. Since that time, staff has been working with the Division Engineer to possibly reach a settlement agreement. She summarized the proposed agreement. This agreement will resolve the City's water right on the abandonment list.

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to approve the Stipulation with State and Division Engineers for Settlement of the City's Abandonment Protest, Case No. 22CW3046 and authorize the City Attorney to sign the stipulation. All in favor, motion carried.

City Attorney Comments

There were none.

City Manager Comments

City Manager Elyse Casselberry stated that the position for the work space and business incubator have been filled. Kara Riddle will be working for the business incubator and David Faires will be in the work space. Staff is actively doing the tool raiser for wood working and fabrications tools. She also stated that the Chamber has moved in to the work space area and is actively seeking membership.

Councilmember Comments

Councilmember Broome stated that he is happy to see the Veterans Park moving forward. He commented on the criminal reform and is grateful staff is putting together a joint meeting to discuss with the County.

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Councilmember Comments (cont.)

Councilmember Tedrow commented on the 4th Street Hill project. He would like to see a tour of the Armory.

Manager Casselberry reported that the contractor intends to bring staff and Council through the building in April.

Councilmember Tedrow also commented on the recent CML and Club 20 meetings he attended. He stated that the Attorney General is concerned about social media, although it can be used as a tool it can also be used as a weapon.

Councilmember Broome questioned if he was able to talk with CML about the criminal reform.

Councilmember Tedrow stated that there are individuals looking into the topic and hopes to have some bills coming forward to address the criminal reform concerns.

Mayor Carlson thanked the citizens that are getting involved. He also thanked the local businesses for all that they do to support this community. He encouraged everyone to support the local businesses.

The meeting was adjourned at 9:17 p.m.

Jolene E. Nelson, CMC, City Clerk

**City of Delta Special Permit for Temporary Closure
Or Occupation of Public Right of Way (R.O.W.)**

Date of Application: 2/2/2024

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event: July 5th & 6th

Location(s) of Event: Confluence Park

Name and Description of Event: Western Sky Balloon Festival

Applicant:

Name of Organization, Group, or Individual: City of Delta

Authorized Contact Person: Whitree Lear

Mailing Address: 531 N Palmer St Delta

E-Mail Address: Whitree@cityofdelta.net

Phone Number: (Day) 970 874-0923 ^{ext 405} (Evening)

Special Equipment Needs (power, water etc.):

The following items have been received by the City of Delta:

- Application Fee of \$ _____
- Deposit of \$ _____ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:

City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: July 5 + 6 *Can be open during the day on July 5th from 10:00a-4p*
 Start Time of Closure: 5:00am Ending Time of Closure: 10:00pm

Describe R.O.W. area to be closed:
Kellogg Street from Gurnison River Drive
~~to~~ South to gravel parking lot East of
Confluence Lake

Barricades, cones and signs needed:

Barricades: yes Signs: yes Cones: yes
 Time and Date for Delivery: _____
 Time and Date for Pickup: _____

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

Wear 2/2/2024
 Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

 Mayor of the City of Delta Date

**City of Delta Special Permit for Temporary Closure
Or Occupation of Public Right of Way (R.O.W.)**

Date of Application: 2/2/2024

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event:

July 4th 10:00am

Location(s) of Event: Main Street

Name and Description of Event: 4th of July Western Sky Balloon Fest.
Parade

Applicant:

Name of Organization, Group, or Individual: City of Delta

Authorized Contact Person: Whitnee Lear

Mailing Address: 531 N Palmer Street Delta

E-Mail Address: Whitnee@cityofdelta.net

Phone Number: (Day) 970 874-0923 ext 405 (Evening)

Special Equipment Needs (power, water etc.):

The following items have been received by the City of Delta:

- Application Fee of \$ _____
- Deposit of \$ _____ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:

City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: July 4, 2024
 Start Time of Closure: 9:00am Ending Time of Closure: 11:30am

Describe R.O.W. area to be closed: Main Street from 9th Street to 10th Street

Barricades, cones and signs needed:

Barricades: yes Signs: yes Cones: yes
 Time and Date for Delivery: _____
 Time and Date for Pickup: _____

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

Whitnee Lear 2/2/2024
 Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

 Mayor of the City of Delta Date

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**City of Delta Special Permit for Temporary Closure
Or Occupation of Public Right of Way (R.O.W.)**

Date of Application: 3/11/24

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event: FRIDAY MAY 3RD 6pm - MIDNIGHT

Location(s) of Event: Main St. Delta Co

Name and Description of Event: DELTA'S 2ND ANNUAL CINCOCODE MAYO

Applicant:

Name of Organization, Group, or Individual: City of Delta / WCMRC

Authorized Contact Person: Casey Duheman

Mailing Address: 360 MAIN ST DELTA CO

E-Mail Address: Caseyd@cityofdelta.net

Phone Number: (Day) 970.874.7566 x. 230 (Evening)

Special Equipment Needs (power, water etc.): POWER 110/220

The following items have been received by the City of Delta:

- Application Fee of \$ _____
- Deposit of \$ _____ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
 2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:
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City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: MAY 3rd 2024
 Start Time of Closure: 4pm Ending Time of Closure: MIDNIGHT.

Describe R.O.W. area to be closed:
MAIN ST. FROM 10th TO 1st (southbound)


Barricades, cones and signs needed:

Barricades: X Signs: X Cones: X
 Time and Date for Delivery: 3:00pm
 Time and Date for Pickup: MAY 4th 12:30AM

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

 3/11/24
 Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

 Mayor of the City of Delta Date



City of Delta Special Permit for Temporary Closure Or Occupation of Public Right of Way (R.O.W.)

Date of Application: 3/13/2024

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event:
3/22/2024, 11/16/2024

Location(s) of Event: F-25 rd

Name and Description of Event: DMS Soap box derby race

Applicant:

Name of Organization, Group, or Individual: Delta County Schools

Authorized Contact Person: Dan Dunham, Doug Craig

Mailing Address: 401 E 10th Street

E-Mail Address: dan.dunham@deltaschools.com

Phone Number: (Day) 970-874-8046 (Evening) 970-209-9480

Special Equipment Needs (power, water etc.):
none, PD use 4 wheeler which was great if available.

The following items have been received by the City of Delta:

- Application Fee of \$ 25.00
- Deposit of \$ _____ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:



City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: 3/22/24, 11/16/2024
 Start Time of Closure: 8:00 am Ending Time of Closure: 11:45 am

Describe R.O.W. area to be closed:
F-25 road from the top of the hill to about 300 ft past the bridge but before the private driveway.

Barricades, cones and signs needed:

Barricades: X Signs: _____ Cones: _____
 Time and Date for Delivery: 03/22/2024 11/16/2024 8:00 am
 Time and Date for Pickup: same after race is complete

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

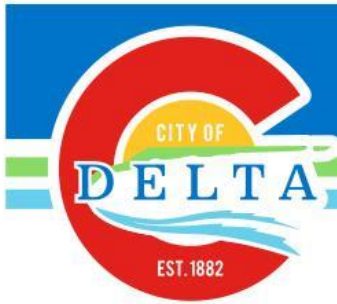
I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

Daniel Durham 3/13/2024

Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

 Mayor of the City of Delta Date



Date: March 5th, 2024
 To: Mayor, City Council
 From: Rod Myers, Fleet/Facilities Manager
 Cc: Elyse Ackerman-Casselberry, City Manager
 Subject: Consideration of Purchase for 2024 Budgeted Patrol Vehicles

Recommendation:

Staff is recommending the replacement purchase of three model year 2015-2017 patrol units. Staff recommends to purchase the three (3) patrol units from Hellman Motor Co in Delta, Colorado for \$137,250.00.

Background:

During the 2024 budget process, staff budgeted to replace three police patrol units. The delivery times on the patrol units can vary from 2-12 months. The cost of the vehicles is for the vehicles themselves not the cost of upfitting. The cost of upfitting has been budgeted in the cost per unit. The City website and Bid Net were used for the IFB. Listed below are the results of bids received. Recommendations on what vendor to use is based on whether they are a local authorized vendor or a non-local authorized vendor that will supply parts, service and support in a reasonable amount of time. Vehicles will be drop shipped to an upfitter in Englewood, Colorado.

Vendor	Location	Make/Model	Cost each	Total cost
Hellman Motor	Delta, Colorado	Ford/Explorer Patrol	\$45,750.00	\$137,250.00
Victory Motors	Craig, Colorado	Dodge/Durango Patrol	\$44,500.00	\$133,500.00
Sill-Terhar	Broomfield, Colorado	Ford/Explorer Patrol	\$44,528.00	\$133,584.00

Cost to City:

Amount budgeted: \$75,000.00 ea = Total \$225,000.00

The cost to the City would be;

Vehicles: \$45,750.00 ea = Total \$137,250.00

Estimated Upfitting cost: \$17,500.00 ea = Total \$ 52,500.00

Vehicle graphics: \$700.00 ea = Total \$2,100.00

Estimated vehicle total: \$191,850.00

Action to be taken if approved:

If approved staff would submit the proper paperwork for signatures to the City Manager and Finance Department and then place the order for the vehicles.

**CITY OF DELTA, COLORADO
RESOLUTION NO. 4, 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA
AMENDING THE CITY'S SCHEDULE OF FEES AND CHARGES.

WHEREAS, by Resolution No. 16, 2023, City Council adopted a fee schedule for 2024;

WHEREAS, the City Council desires to add a section to the Fee Schedule for Veteran discount at Bill Heddles Recreation Center as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DELTA, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.

2. Amending the Fee Schedule. The City Council hereby amends the Fee Schedule adding a section for Veteran Discounts at Bill Heddles Recreation Center as follows:
 - a. Active Duty – free admission
 - b. Veterans with a Purple Heart, Medal of Honor, and/or POW – free admission
 - c. All Veterans – 20% off all types of passes

3. Direction to City Clerk. The City Clerk shall amend and publish the Fee Schedule on the City website and make it available for inspection at City Hall.

4. Effective Date. This Resolution shall take effect upon adoption hereof.

ADOPTED this 5th day of March, 2025.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



To:	City Council
From:	David Hood, City Engineer
CC:	Elyse Ackerman-Casselberry, City Manager
Date:	2/16/2024
Re:	Materials Testing for Hillside Project

Summary: On December 22, 2023, City Staff issued an RFQ for Materials Testing for Hillside. Following the City procurement code, Staff followed the RFQ process and opened the three received bids on 1/22/2024 at 2 pm in the City Hall Conference room. The received proposals are included in your packet.

Staff Recommendation: Though all consultants possess the qualifications, staff recommends awarding the project to Yeh and Associates. This recommendation is based on scoring criteria.

Funding: The Materials Testing at Hillside is funded by the RAISE Grant.





REQUEST FOR QUALIFICATIONS

**MATERIALS TESTING -QUALITY
ASSURANCE (QA) – HILLSIDE
STREET RECONSTRUCTION
PROJECT**

**Colorado Department of Transportation
(CDOT) # CM 315-008 SA # 24829**

Issued Date: December 22, 2023

Agent/Contact: David Hood

Submissions Must be Received by: January 22, 2024

Introduction:

The City of Delta, Colorado is soliciting statements of qualifications for Materials Testing – Quality Assurance (QA) from professional firms that are capable of providing services to support the City of Delta Hillside Reconstruction Project funded through CDOT. The successful respondent will Provide Material Testing (QA) services throughout the Hillside Reconstruction Project. The selected firm will work very closely with City Staff to ensure that the provided services meet the needs of the City and is in compliance with Colorado Department of Transportation (CDOT) requirements.

The City of Delta is located approximately 50 miles South of Grand Junction, Colorado on Hwy 50. The Hillside Reconstruction Project will start at the base of 4th street Hillside and Howard intersection and proceed up the hill to 7th and Hastings intersection.

Administrative Instructions:

By 12:00 PM on January 22, 2024, proposals shall be submitted either in hard copy or electronically to

Hard Copy: 360 Main St Delta, CO 81416 Attn: Jolene Nelson

Electronically: jolene@cityofdeltanet

Proposals will be publicly opened at 2:15 PM on January 22, 2024, in the City of Delta Conference Room located on the ground floor of City Hall. Late proposals will not be accepted and it is the responsibility of the respondent to ensure that proposals (including signed addenda) arrive by 2:00 PM on the date listed above.

The complete RFQ packet can be downloaded from the City webpage at <https://cityofdeltanet/rfps>. Addenda will be posted to the website and it is the respondent's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to amend this RFQ by an addendum at any time prior to the date set for receipt of statements of qualifications. Addenda will be posted on the City website under the News "RFP" tab at <http://cityofdeltanet/rfp.html>

SCOPE OF WORK

The City of Delta is requesting statements of qualifications from qualified professionals for Materials Testing Quality Assurance (QA) services throughout the duration of the Hillside Reconstruction Project. The Hillside Street Reconstruction Project will reconfigure the Leon/Hastings St, Hasting St at the 7th St intersection and resurface and widen Hillside/4th Street in approximately 2,400 lf. QA services are sought to review work as it is being completed during this construction project to ensure it meets Colorado Department of Transportation (CDOT) standards and specifications as well as design specifications of the project.

The Material Testing (QA) services through this contract will be required throughout the duration of the Hillside Street Project construction. Materials Testing (QA) consultant/ firm shall be qualified and able to provide all required certified test results (CTR) for the project. All required material testing and documentation shall be in compliance with relevant CDOT specifications/standards requirements. Material Testing (QA) service firm shall be available and provide any documentation and assistance necessary through project closeout. The construction period for this project is planned to be 240 working days, with work beginning approximately February of 2024 and lasting approximately into June of 2024 for material testing.

Please note, that this project is funded by CDOT and therefore must meet CDOT requirements. This contract will be paid using CDOT grant funds awarded to the City of Delta. The successful respondent will enter into a professional services agreement with the City of Delta. A sample of that contract is attached.

RFQ Package - Available December 22, 2023, online at the City of Delta “RFP” web page <https://cityofdelta.net/rfps>

Question Deadline- January 12, 2024, at 4:00 pm. All questions regarding the meaning or intent of this RFQ are to be emailed to David Hood, City Engineer at davidhood@cityofdelta.net. Written responses to questions will be posted on the City webpage via addendum no later than January 15, 2023, at 4:00 PM.

Proposal Submission Cut-Off – January 22, 2024, at 2:00 PM. All proposals shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to jolene@cityofdelta.net.

Public Proposal Opening – January 22, 2024, at 2:15 PM in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

*****END SCOPE OF WORK *****

SPECIAL CONDITIONS

A. Pre-Response Conference

Given the relatively straightforward nature of this project, a pre-response conference will not be held for this project.

B. Contact Person

During this request process, from issuance until a recommendation for award, Respondent shall not initiate contact related to this request with anyone other than the officially designated individual: For this RFQ, the contact David Hood, City Engineer davidhood@cityofdeltanet.net is the designated individual.

C. Question Deadline

All questions regarding this RFQ shall be directed to the individual listed above in writing via email. All inquiries shall clearly identify the name of the firm and the authorized representative, and the RFQ title.

The deadline for receipt of questions from respondents in regard to the RFQ is 4:00 PM on January 12, 2024.

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdeltanet.net/rfps> under MATERIALS TESTING -QUALITY ASSURANCE (QA) – HILLSIDE RECONSTRUCTION PROJECT. The addendum responses in writing are the only official answers. Responses will be posted no later than January 15, 2024, at 4:00 PM.

D. Submittal Instructions

Proposals should be submitted and stamped as received at Delta City Hall at 360 Main Street, Delta, CO 81416 or submitted electronically to jolene@cityofdeltanet.net by 2:00 PM on January 22, 2024.

Proposals shall be submitted at the time and place indicated in this RFQ and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the respondent and accompanied by the required documents. If the proposal has been sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "QUALIFICATIONS ENCLOSED" on the face of it.

Any response submitted electronically must be submitted in PDF format via email attachment to jolene@cityofdeltanet.net. The subject line must state "MATERIALS TESTING -QUALITY ASSURANCE (QA) – HILLSIDE RECONSTRUCTION PROJECT." **DO NOT** include any response information in the body of the email. The first page of the attachment should state the project title and name and address of the respondent. The next page should state "QUALIFICATIONS ENCLOSED" and then be followed by the required documents. Responses will be publicly opened in the City Hall Downstairs Conference Room at 2:15 PM on January 22, 2024. Any submission received after the cut-

off date shall be returned unopened to the sender.

The submitted proposal should include the following:

- Scope of Work
- Special Conditions
- Statement of Qualifications
- Addendum (If Applicable) - Obtained from “RFP” webpage:
<https://cityofdelta.net/rfps>

E. The Work to be performed under this contract shall be commenced as per dates in the Notice to Proceed and completed at the conclusion of construction which is planned for 240 working days.

F. Statement of Qualifications Format and Content

The City discourages overly lengthy and costly responses. However, for the City to evaluate responses fully and thoroughly, respondents should follow the format set forth herein and provide all of the requested information.

Introduction: Response must include a cover letter stating the complete legal name and type of legal entity (e.g., corporation) of the vendor submitting the response, the mailing address, the telephone number, and the name of the person the City should contact regarding that submission. The cover letter must bear the signature of the person having actual authority to make the submission on behalf of that entity.

Experience and Qualifications: Responses must provide a narrative description of the organization of the project team. Each response shall demonstrate the specific knowledge and experience in performing materials testing/QA work. Responses must provide a personnel roster that identifies each person who will work on the contract and provide the following information about each listed person:

- Title
- Relevant Qualifications
- Location, where they work

References: Each response must include a list of at least three (3) projects that the respondent completed within the last five (5) years. The projects must be a project where the respondent has provided or is providing material testing/QA service that are similar to the project outlined in this RFQ. References should include the project name, the project location/address, the project size, a description of the project, the date the project was or is scheduled to be completed, the final construction cost of the project, and a contact person and telephone number for the owner of the project.

Other: Each response shall contain a proposed schedule for the timely completion of services.

G. Evaluation Factors

The City of Delta will evaluate qualifications utilizing its evaluation rubric which evaluates a respondent's 1) understanding of the project, 2) proposed work plan and approach, 3) project schedule, 4) experience and qualifications, and 5) reference follow-up. Each item is evaluated on a scale of 1-10. A Score of 1 is no response and a 10 is perfect.

If after preliminary evaluation the City determines further discussion with qualified firms is necessary, the City will schedule virtual interviews with respondents determined to be most qualified. If necessary, virtual interviews would take place after bid closing date. Interviews may not be necessary.

***** *END OF SPECIAL CONDITIONS* *****

Response Form

**MATERIALS TESTING -QUALITY
ASSURANCE (QA) – HILLSIDE
RECONSTRUCTION PROJECT**

Response Submission Cut-Off- January 22, 2024, @ 2:00 PM, all responses shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically to jolene@cityofdelta.net

Public Response Opening- January 22, 2024, @ 2:15 PM at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: _____

Estimated Start Date: _____

SUBMITTED on: _____, 20_____

MATERIALS TESTING -QUALITY
ASSURANCE (QA) – HILLSIDE
STREET RECONSTRUCTION
PROJECT

Starting at the base of 4th street Hillside and Howard
intersection and proceeding up the hill to 7th and Hastings intersection

City of Delta, Colorado

Colorado Department of Transportation (CDOT) # CM 315-008 SA # 24829

Respondent:

Grand Valley Consulting, LLC

Db a Geotechnical Engineering Group

John Withers, member

jwithers@geotechnicalgroup.net

832 Northcrest Drive, Unit D

Grand Junction, CO 81506

QUALIFICATIONS ENCLOSED



Grand Valley Consulting, LLC dba

January 18, 2024

City of Delta
360 Main Street
Delta, CO 81416

Attention: jolene@cityofdelta.net ;
David Hood, City Engineer
davidhood@cityofdelta.net

Subject: INTRODUCTION to PROPOSAL FOR SERVICES
MATERIALS TESTING -QUALITY ASSURANCE (QA)
HILLSIDE RECONSTRUCTION PROJECT
From Base of 4th street Hillside and Howard Intersection and Proceeding Up
the Hill to 7th and Hastings Intersection
Delta, CO
Proposal No. 24-1231

Please accept my appreciation that Geotechnical Engineering Group (GEG) was contacted to provide materials testing services for the referenced project. The legal name and respondent contact information are:

Grand Valley Consulting, LLC
Dbas Geotechnical Engineering Group
John Withers, It's member
jwithers@geotechnicalgroup.net
970-261-3415
832 Northcrest Drive, Unit D
Grand Junction, CO 81506

John Withers, member is the contact person and person having authority to make this submission.

We are available to discuss the details of this Proposal for Services with you at your convenience. We appreciate your consideration of our firm in regard to this project and look forward to working for you.

Sincerely,
Grand Valley Consulting, LLC
dba Geotechnical Engineering Group
John Withers, P.E.
member/Engineer

(1 copy E-mailed)

SCOPE OF WORK

We will perform the field and laboratory testing services for construction materials used to complete the project. Asphalt laboratory testing will be done by an independent third party. We will meet with the Contractor, City and Colorado Department of Transportation (CDOT) representatives to confirm and meet expectations regarding construction materials testing services. Typically, a CDOT Form 250 approach is used to identify, track and demonstrate compliance with requirements. Daily visits are made during construction of key elements to test and report quality assurance services such as these. Our schedule will follow the contractor schedule so as to mitigate impact to the contractor's schedule of work.

EXPERIENCE and QUALIFICATIONS

PROJECT TEAM

Project team members responsible for implementing the City of Delta Quality Assurance Plan are experienced and qualified. We will perform testing and report results to the contractor jobsite superintendent before leaving the site. The quality assurance testing team consists of the following:

Project Team

Quality Assurance	Geotechnical Engineering Group	Responsibilities
Program Administrator	John Withers	Field or Lab
Grand Junction Technician	Jason Marquiss	Field or Lab
Grand Junction Technician	Chris Hill	Field or Lab
Grand Junction Technician	Robert Anderson	Field or Lab

Resumes and certification records are contained in Appendix A.

PROJECT PROGRESS AND SUBMITTAL SCHEDULE

Quality assurance testing, which will be performed by GEG on an “as requested” basis, will be submitted to the contractor and City of Delta prior to the next day’s production.

INSPECTION AND TESTING

GEG will perform part-time quality control testing during construction. The contractor will be responsible for notifying GEG when work will be performed that requires testing. The contractor will schedule a Quality Control / Quality Assurance workshop prior to start of construction. Observation and testing services will be performed for work including civil review and documentation, utility trench and structure backfill compaction, grading fill compaction, pavement base course compaction, reinforcing bar documentation, Portland cement concrete properties, asphaltic concrete laydown density.

Sampling and testing procedures will be performed in accordance with the project specifications using the appropriate ASTM, AASHTO and/or CDOT standards and procedures. Referenced standards and procedures will include, but may not be limited to the following:

Agency	ASTM, AASHTO, CDOT	
Test Method	C117	D422
	C136	D698
	D1556	D2922
	D1557	D2922
	C31	D3017
	C39	D3665
	C172	D4318
	C143	C231
	C4832	D6103
	D1883	T-99
	T-180	

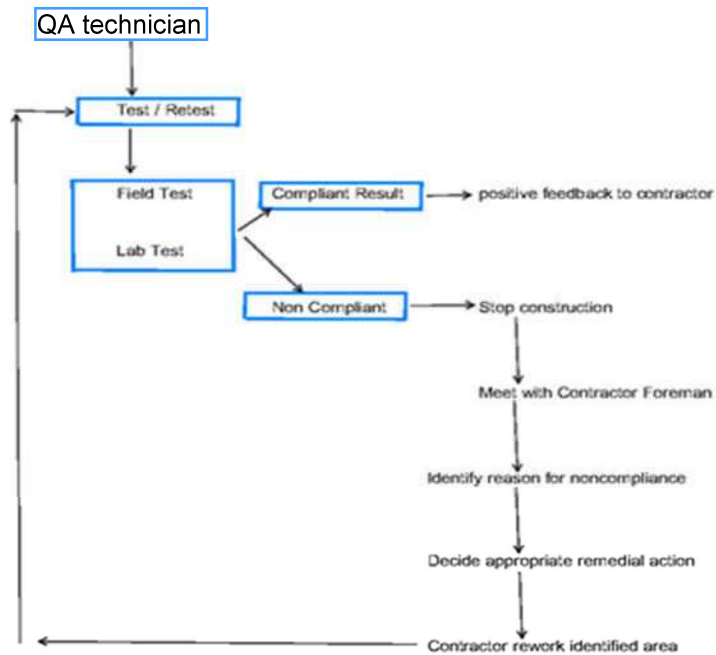
Quality Assurance laboratory and field testing will be performed by GEG on an as requested basis. Lab tests will be performed in GEG's laboratory in Grand Junction, Colorado under the direct supervision of the Program Administrator. Test locations will be generated randomly in general accordance with ASTM D3665. Test results will be provided to the contractor project superintendent, City of Delta representatives and as requested by City of Delta.

Daily test reports include the following information:

- A. Technician specification item number and description
- B. Test designation
- C. Location
- D. Date of test
- E. Control requirements
- F. Test results
- G. Causes for rejection, as applicable
- H. Recommended remedial actions, as applicable
- I. Re-tests, as applicable

In the event of non conforming test results, the following chart describes how we will communicate and achieve compliance before proceeding:

CHART DESCRIBING INTERACTION BETWEEN QA PERSONNEL AND CONTRACTOR



RECORDS AND REPORTING

Preliminary test reports will be supplied to the contractor superintendent at time of testing. Upon completion of the project, a final report will include any applicable comments (i.e. failing tests, retesting, etc.) and a test results summary.

IMPLEMENTATION OF CONTROL AND CORRECTIVE MEASURES

Should test results indicate noncompliance with project requirements, the following communication and follow-up action will be implemented:

1. Verbal Notification- to the Construction Superintendent and Project Engineer.
2. Retest to verify non-compliance.
3. Verify Equipment calibration and functional status.
4. Project Engineer may require a halt to operations or direct further testing dependent upon the type of non-compliance.
5. Determine appropriate remedial action. Observe reworking of nonconforming area and retest.

CONSTRUCTION ELEMENTS

This Quality Control Plan has been implemented to control the following individual elements of the project:

1. Embankment in Place Testing: To be performed by GEG by nuclear method.
2. Utility backfill in place testing: To be performed by GEG, by nuclear method.
3. Embankment/ grading fill materials properties testing: To be performed by GEG, in our Grand Junction laboratory (Proctor, gradation, Atterberg limits).
4. Utility backfill materials properties testing: To be performed by GEG, in our Grand Junction laboratory (Proctor, gradation, Atterberg limits).
5. Aggregate base course in Place Testing: To be performed by GEG by Nuclear Method.
6. Cast-in-place Portland cement concrete testing to be performed in the field and laboratory.
7. Asphalt density materials testing by GEG by Nuclear Method

REFERENCES

We recently completed similar scopes of work for the following projects:

1. Grand Junction Regional Airport 2022, 2023, 2024- ongoing
Client Kelley Trucking, Inc.
Project is grading and infrastructure improvements for north runway expansion
\$20MM
2. Love's Truck Stops Grand Junction 2022, Parachute 2022-2023, Cortez 2023
Client Love's Truck Stops
Project is geotechnical engineering and construction materials testing
\$5MM each site
3. Cimarron Mesa Subdivision, Grand Junction
Client Applewood South, LLC
Project is geotechnical engineering and construction materials testing services for infrastructure project including review and acceptance by City of Grand Junction
\$5MM
4. Bridge Replacement at 34- F.9 Roads, Mesa County 2021-2022
Client K&D Construction
Project is geotechnical engineering and construction testing services including review and acceptance by Colorado Department of Transportation (CDOT)
\$3MM

Sincerely,
GRAND VALLEY CONSULTING, LLC.
DbA GEOTECHNICAL ENGINEERING GROUP

John Withers, PE
Engineer



APPENDIX A

Resumes and Qualifications

JOHN P. WITHERS, P.E.

ENGINEER

PROFESSIONAL EXPERIENCE

Mr. Withers has more than 30 years of experience in construction, rehabilitation and environmental projects and specializes in foundation engineering, foundation remediation, and embankment engineering.

Mr. Withers has completed engineering assignments on major projects in Colorado, Utah, Wyoming, Texas, Nebraska, South Dakota, Iowa, and the Commonwealth of Puerto Rico. These projects include large earthwork construction including dam and other large earth cut/fill; transportation systems including roadways and runways; municipal projects including infrastructure rehabilitation and wastewater treatment facilities; commercial and industrial structures; and environmentally impacted sites.

PROJECT EXPERIENCE

Denver International Airport (DIA) runway construction, Denver, Colorado

As a staff engineer for CTL/ Thompson, I worked as a member of the QA team to test embankment fill placement of the first runway projects in 1992 thru 1994.

Chevron Skinner Ridge – Garfield County, Colorado

I worked as engineer of record for energy infrastructure construction project from 2007 to 2010. Our services to Chevron grossed more than \$1 million per year. My duties included project management, design and design review of roads, embankments, water treatment systems, sewage disposal, structure foundations, civil plans, geotechnical investigations and construction materials testing.

Town of Collbran – Mesa County, Colorado

I evaluated the Town's existing public works systems, made recommendations for project funding in order of urgency, published project plans and monitored construction in 2007 and 2008. My work included application to the State of Colorado Department of Local Affairs (DOLA) for grant funding. I reviewed and made recommendations to Town Trustees regarding water rate structure based on DOLA comments. I published construction plans and specifications and monitored construction of the 2008 Raw Water Systems Improvements project.

State of Colorado, Oil and Public safety- Leaking Underground Storage Tank Site, 1st and Grand, Grand Junction, Colorado

Worked as project manager to investigate, characterize and identify source of petroleum impacts to groundwater at the subject site.

Education

Bachelor of Science, Civil Engineering, Colorado State University, 1989

Registrations

Professional Engineer: Colorado, No. 30324; Utah, No. 380001-2202; Wyoming, No. 12572; New Mexico, No. 18840; Texas, No. 104526

Colorado Department of Labor and Employment-Division of Oil and Public Safety, Listed Consultant, No. 6286

Certifications

40-Hour Hazardous Waste Site Operations Training

Stormwater Management Planner, USEPA

Operations and Safety of Nuclear Testing Equipment

Building on Expansive and Collapsing Soils, Colorado State University

ASTM Phase 1 Environmental Site Assessment, Colorado School of Mines

Affiliations

American Society of Civil Engineers

Colorado Association of Geotechnical Engineers

Work History

Grand Valley Consulting, Engineer, 2013 to present

Geotechnical Engineering Group, A Terracon Company, Office Manager, Principal Engineer, 2011-2013

Geotechnical Engineering Group, President, 1997-2011

GTG Geotechnical/Environmental Services, Ltd., Project Engineer and Office Manager, 1995-1997

CTL/Thompson, Inc., Staff/Project Engineer, 1990-1995

Chen-Northern, Inc., Project Field Engineering Technician, 1989-1990

Stresswall International, Consultant, 1985-1989

JASON A. MARQUISS
631 ½ Highline Drive, Clifton, CO 81520 (303) 908-1698
JMarquiss@geotechnicalgroup.com

SUMMARY OF QUALIFICATIONS

- 2 years (2019) as Manager of Field Services, Geotechnical Engineering Group, Grand Junction, CO
- 10 years material testing experience with Terracon Consultants. Job titles include Laboratory Technician, Materials Engineering Technician, Materials Testing Department Scheduler/Dispatcher and Facilities Engineering Technician.
- 12 years experience providing complex field and laboratory tests for soils, concrete and asphalt, and various other materials testing inspections. Performance of appropriate quality assurance/control tests. Reviewing test data for compliance with project requirements.
- Proficient in various software programs including Microsoft Office, Word, Excel and Outlook Web Access.
- 7 years experience working in a professional office environment dealing with customer/client issues including scheduling, compliance, budget related issues, project management and dispatching the whole of the Materials Testing department.
- Clean driving record with no incidents while using a company vehicle.
- Colorado State High School Graduate 2004.

PROFESSIONAL EXPERIENCE

2017- 2019/ current : Geotechnical Engineering Group, Manager of Field Services.

June 2010 - 2017: Terracon Consultants Field and Laboratory Materials Technician, primary Materials Department Scheduler and Dispatcher.

August 2007 - January 2010: Terracon Consultants Field and Laboratory Materials Technician.

January 2005 - August 2007: Professional Service Industries Field and Laboratory Materials Technician

CERTIFICATIONS

ACI Concrete Testing Technician
WAQTC Soil Testing Technician
Nuclear Gauge Operation and Safety

Christopher Hill
Grand Junction, Co 81503 * Cell: 970-210-5044 *
Email: chill@geotechnicalgroup.net

Education:

Bachelor of Science in Civil Engineering
May 2015
Colorado State University, Fort Collins, Co

Relevant Coursework

- Intermediate AutoCAD
- Civil Engineering Project Management
- Geotechnical Engineering and Geotech Lab
- Materials Engineering and Materials Lab
- Geology and Geology Lab
- Concrete Design

Program Experience

- AutoCAD and AutoCAD Civil3D
- Storm and Sanitary Analysis
- Microsoft Office Excel/Visual Basic
- MatLab
- ArcGIS

Certifications:

Fundamentals of Engineering Exam: State of Colorado, January 2016
ACI Concrete Field Testing Technician
Nuclear Gauge Operation and Safety

Engineering Experience:

Staff Engineer, Geotechnical Engineering Group, Grand Junction

March 2018 – presently employed
Construction Materials Testing Technician specializing in embankment fill testing and soil investigations

Assistant Engineer / Intern, Olsson Associates, Grand Junction/ Loveland, Co

May 2014 – Oct 2017

- Client Coordination (Taking phone calls, setting up meeting, and applying client's needs to projects)
- Project Design (Grading, Drainage, Utility and Site layout) for residential and commercial sites
- Detention pond and outlet structure design calculation and sizing
- Design and preparation of construction drawings

- Erosion Control report creation
- Oil and Gas site design and grading design
- Review Geotech and Soils reports prior to site design

Vortex Engineering, Grand Junction, Co

May 2013 – Aug 2013

- Assist Engineers with redline work on projects
- Work with the CAD Drafters in Civil 3D projects
- Go to job sites and help perform surveys
- Help conduct site inspections

Memberships and Extracurricular Activities:

- Member American Society of Civil Engineers
- Colorado State University Steel Bridge Team 2013-2014
- Colorado State University Basketball Pep Band 2010-2015
- Boy Scouts of America Eagle Scout
- DeMolay Columbine Chapter Master Counselor
- National Honors Society Central High School
- National Society of Leadership and Success CSU– Historian
- Chemistry Mentor Central High School
- Low Brass Section Leader Central High School

Honors Received:

- Colorado School of Mines Medal of Achievement in Math and Science
- Mesa County Valley School District 51 - 4.0 or above Superintendent's Scholar Award - 2010
- Employee of the month Regal Cinemas (Dec 2008, June 2009, July 2012)
- Masonic Award – Outstanding Boy of the Year – Orchard Mesa Middle School 2006
- President's Education Awards Program – Outstanding Academic Excellence 2006

References available upon request



ROBERT ANDERSON, EIT
Grand Junction, CO * Cell: 970-210-5698 *

Education:

Mesa State College 1996-1997 (Major: Engineering)

Colorado School of Mines 1997-2000 (Major: Mechanical Engineering)

Certifications:

Liability IQ for Architects and Engineers

Safe Land Certification

FAA Part 107 Certification

Nuclear Gauge Operation and Safety

State of Colorado Fundamentals of Engineering Exam, engineer in training, EIT

Engineering Experience:

Senior Engineering Technician, Geotechnical Engineering Group, Grand Junction

August 2023 – presently employed

- Construction Materials Testing Technician

QA/QC Lead Representative, Northwind Group (UMTRA), Moab, UT

February 2020 – March 2023

- QA/QC of uranium fill being placed, surveying, building “as constructed” plans, create surface models for entire site, calculate fill quantities, review outsourced laboratory testing, fiscal end of the year reports that detail metrics of material placed

Colorado EarthWork Consulting, LLC, Grand Junction

August 2010 – August 2023

- Prepare project earthwork bids for third party contractors, drone surveying, septic system design and “as built”. Technical support for Geotechnical Engineering Group.

Staff Engineer, Geotechnical Engineering Group, Grand Junction

April 2004 – August 2010

- Construction Materials Testing Technician, Prepare soil reports for residential, commercial and oil field related projects, calculate settlement, bearing capacities, supervise lab and field work, design septic systems, slope analysis, analysis of rock fall, dam and slope design, review civil design for oil and gas related fields, drafting on AutoCAD, observe “as built” for septic field construction

Software:

AutoCad, AutoCad Civil 3D, Pix 4D

Trimble Business Center, Microsoft Office Suite 2010 and Office 365

WinPas, Slide

References available upon request



Huddleston-Berry
Engineering & Testing, LLC

2789 Riverside Parkway
Grand Junction, Colorado 81501
Phone: 970-255-8005
Info@huddlestonberry.com

January 12, 2024

City of Delta
360 Main Street
Delta, CO 81416

Attention: Jolene Nelson

Subject: Materials Testing – Quality Assurance (QA) – Hillside Street Reconstruction Project

Reference: *Colorado Department of Transportation*
(CDOT) #CM 315-008 SA #24829

Dear Ms. Nelson,

This letter was prepared in response to the referenced RFQ/P to provide Professional Services for Materials Testing Quality Assurance for the Hillside Street Reconstruction Project. Huddleston-Berry Engineering and Testing, LLC (HBET) is pleased to express our interest in providing construction materials testing quality assurance services for the project. Our response to the RFQ is attached.

The primary point of contact and authorized representative with Huddleston-Berry Engineering and Testing, LLC is Michael A. Berry, P.E (mberry@huddlestonberry.com). However, Jason D. Collard (jcollard@huddlestonberry.com) is also an authorized representative.

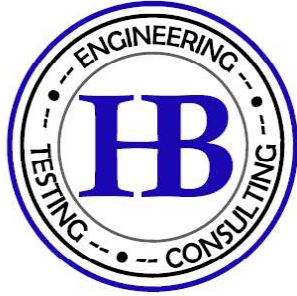
Huddleston-Berry Engineering and Testing, LLC has endeavored to be the preferred provider of geotechnical engineering, construction materials testing quality assurance, quality control, and special inspection services in Western Colorado. Huddleston-Berry Engineering and Testing, LLC has a substantial history working with Delta County and the City of Delta, and endeavors to continue to provide a meaningful contribution to the growth and prosperity of Western Colorado. As indicated in the attached information, HBET can provide the full range of geotechnical, construction materials testing, and special inspection services for this project – including third party and State of Colorado inspections.

Thank you for the opportunity to submit our response to the RFP and please contact us if you have any questions or comments regarding the contents of the attached documents.

Respectfully Submitted:

Huddleston-Berry Engineering and Testing, LLC

Jesse Lueras
Project Manager



Huddleston-Berry
Engineering & Testing, LLC

STATEMENT OF QUALIFICATIONS

January 12, 2024

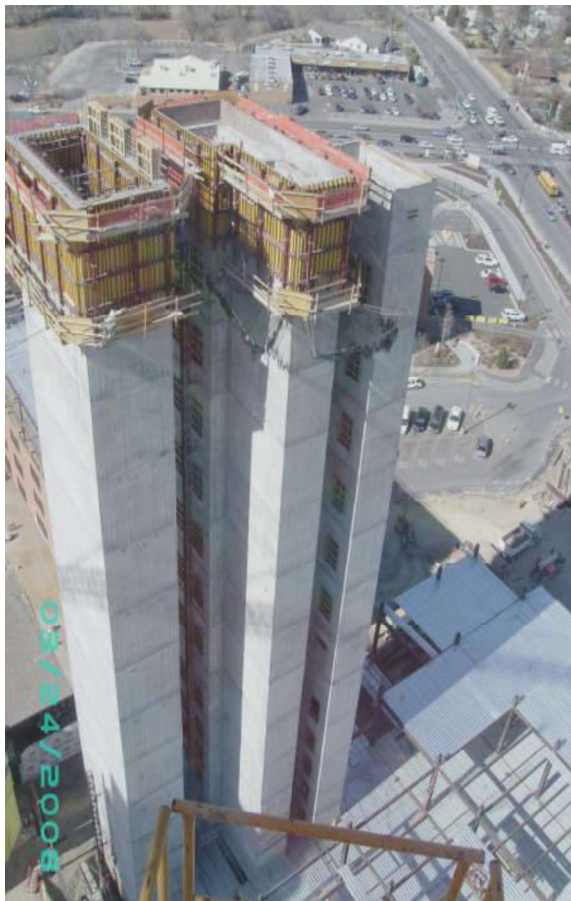
**Huddleston-Berry Engineering and Testing, LLC
2789 Riverside Parkway
Grand Junction, Colorado 81501**

A. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

A.1 COMPANY PROFILE

Huddleston-Berry Engineering and Testing, LLC (HBET) was formed in 2005 located at 2789 Riverside Parkway in the City of Grand Junction at the urging and with the encouragement of clients and local community development leaders. The service level demonstrated by the HBET key personnel is quickly becoming the new industry standard, and HBET was formed to provide this new standard level of service on a consistent, reliable basis. HBET takes pride in having developed an infrastructure that accommodates both the individual or small developer/builder needs, and the complex project management and support requirements of large construction and development projects. Through careful development of this infrastructure and the right combination of technical expertise and a comprehensive understanding of the industry needs, HBET is able to offer this premium level of service without charging a premium—keeping rates and project costs competitive.

Huddleston-Berry Engineering and Testing, LLC is a limited liability company formed in the State of Colorado to provide geotechnical engineering, construction materials testing, special inspection, and consulting services to developers, municipalities, contractors and individuals. The company is owned by Michael A. Berry, P.E. and Jason D. Collard.



Huddleston-Berry Engineering and Testing, LLC has the resources and depth of expertise to handle even the largest of projects. However, as the company has grown, HBET has strived to provide personalized, responsive service to all clients – large or small. In addition, Huddleston-Berry Engineering and Testing, LLC prides itself on being a positive force in Western Colorado. HBET has donated field, laboratory, and managerial resources to several non-profit groups including Habitat for Humanity, Catholic Outreach, Housing Resources of Western Colorado, and Hospice and Palliative Care. Working with clients, rather than strictly for clients, Huddleston-Berry Engineering and Testing, LLC endeavors to provide project outcomes that meet the needs of the company, our clients, and the community as a whole.

Laboratory, field and administrative operations are all based in the same main facility located in Grand Junction, Colorado. Temporary job-site facilities are managed by the primary facility, and are held to all of the requirements of the company quality system.

A.2 PROJECT TEAM

This section includes the resumes and biographical sketches of the specific key personnel who will be providing services.

A.2.1 Member Owner / Engineering Manager

Michael A. Berry, P.E.; Vice President of Engineering

Education/Certifications:

- Bachelors of Science (Geological Engineering) – Colorado School of Mines, 1996
- Master of Science (Civil Engineering) – Drexel University, 2004
- Master of Science (Engineering Management) – Drexel University, 2004
- P.E. Colorado – No. 39010
- P.E. Utah – No. 5911977-2202
- 40-Hour OSHA Hazardous Waste Operations and Emergency Response 29CFR1910(e), 1996
- 8-Hour OSHA Hazardous Waste Operations and Emergency Response Supervisor, 1999
- Radiation Safety Certification – Nuclear Testing Services

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; VP Engineering Services/Senior Engineer, (2005-Present)
- Western Colorado Testing, Inc.; Principal Geotechnical Engineer (2004-2005)
- Gannet-Fleming, Inc.; Project Engineer (1998-2004)
- Berkshire Environmental, Inc.; Staff Engineer (1996-1998)

Professional Biography:

Mr. Berry has over twenty-five years as a geotechnical engineer responsible for geological and geotechnical projects. Mike has performed various calculations and computerized analyses for shallow and deep foundations, retaining walls, bridge substructures, pavements, slopes, landfills, infiltration structures, utilities, and water supply facilities. Responsibilities include scoping, contracting, coordinating, and directing subsurface investigations, geologic hazards investigations, geotechnical instrument installation, and geophysical investigations. He has been responsible for conducting Phase I, Phase II, and Phase III environmental site assessments, waste characterization, and remedial design. Other responsibilities include conducting groundwater studies for geotechnical and environmental purposes. Mike has managed subsurface investigations, instrument installation, and geophysical investigations and has supervised and directed operations of geophysical, drilling, excavating, and grouting contractors. Mike has written many detailed geotechnical, geological, hydrologic, and environmental reports and specifications.

A.2.2 Member Owner / Laboratory Manager

Jason D. Collard; Vice President of Construction Services

Education/Certifications:

- ICC – Combination Building Inspector
- ICC – Special Inspector, Structural Masonry
- ICC – Certified Member since 2001
- Colorado Department of Public Safety Division of Fire Protection – Certified Third-Party Inspector
- NICET Level III – Construction Materials Testing Soils, E.T.
- NICET Level III – Construction Materials Testing Asphalt, E.T.
- NICET Level III – Construction Materials Testing Concrete, E.T.
- Radiation Safety Certification
- ACI – Field Grade I Certification
- Hazardous Waste Operations and Emergency Response - HAZMAT
- 40 Hour – OSHA Safety
- 8 Hour – Supervisor Training

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; VP of Construction Services/Special Inspector (2007-present)
- Western Colorado Testing, Inc.; Project Manager/Special Inspector (2005-2006)
- AMEC, Western Technologies, F.M. Fox & Associates; (1987-2005)

Professional Biography:

Mr. Collard has over thirty years of experience in testing and supervising the testing of soils, concrete, asphalt, masonry, and other various special inspections. He is also experienced in the laboratory with the testing of soils, asphalt, and concrete. In his eighteen years at the large engineering firm AMEC, Mr. Collard worked up from an entry level engineering technician to becoming a senior special inspector and project manager where he managed multiple engineering technicians and special inspectors on several large-scale projects.

With Huddleston-Berry Engineering and Testing, Mr. Collard has been able to apply his extensive experience to projects ranging from single-family residences to multi-story structures. In addition to his administrative responsibilities as a business owner, Mr. Collard manages the entire testing and inspection staff at Huddleston-Berry. The depth and breadth of his testing and inspection experience is unmatched in Western Colorado.

A.2.3 Project Manager / Special Inspector

Jesse A. Lueras: Senior Project Manager, Special Inspector and Radiation Safety Officer

Education/Certifications:

- International Code Counsel – Spray Applied Fire-Resistant Materials
- ACI – Field Grade I Certification
- AS in Structural and Architectural Design, 2000
- Radiation Safety Officer (RSO)
- Radiation Safety Certification

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; Project Manager (2007-present)
- Science Applications International Corporation, (2003–2007)
- Save More Resources, (2001–2003)
- Peak Telecom Group, (2000–2002)
- Mid Coast Builders; Framing/Framer Inspector (1997-1998)

Professional Biography:

Mr. Lueras has over fifteen years of program management experience in Cement and Concrete Reference Laboratory (CCRL) and The AASHTO Materials Reference Laboratory (AMRL) including HBET's code and standard protocol compliance with these programs. He also manages the Nuclear Regulatory Commission (NRC), State and Federal Regulations as the Radiation Safety Officer for HBET's code and regulatory protocol compliance. He works as the Project Manager for laboratory and the field construction materials testing on soils, concrete, and asphalt for residential, commercial and municipal projects. He is also experienced in Special Inspections for reinforcing steel, concrete, masonry, wood framing, sprayed fire-resistant materials, intumescent fire-resistive materials, helical piers, drilled piles, screw piles, micro piles and caisson foundation installations for commercial projects, multi-story structures and other deep foundation installations. He has work experience as a framer and framing inspector out of Southern California working for Mid Coast Builders.

At Huddleston-Berry Engineering and Testing, LLC he performed various lab and field testing, special inspections and maintenance of lab certification and accreditations. He has performed structural and non-structural concrete, reinforcing bar, masonry, wood framing, and fire proofing special inspections where applicable on various projects, but not limited to the Avalon Theater, Mesa County Work Force Center, Grand Junction Public Safety Facilities, St. Mary's Hospital, Marriott Spring Hill Suites, Value Place Hotel, Hobby Lobby, Sprouts, Grand River Mosquito Control, Catholic Outreach, St. Martin's, St. Joseph's Church, First Presbyterian Church, Lower Valley Fire Department, Grand Junction Readiness Center and various structures at Colorado Mesa University (CMU).

A.2.4 Senior Technician / Special Inspector

Brian Rabe; Senior Engineering Technician/Special Inspector/Laboratory Manager

Certifications:

- NICET Level III – Construction Materials Testing Soils
- NICET Level III – Construction Materials Testing Concrete
- NICET Level III – Construction Materials Testing Asphalt
- PTI – Unbonded Level 1 & 2 Inspector
- ICC – Reinforced Concrete Special Inspector
- ICC – Structural Masonry Special Inspector
- ICC – Spray-Applied Fireproofing Special Inspector
- ACI – Field Grade 1
- ACI – Laboratory Level 1
- ACI – Aggregate Level 1
- CAPA – Level A, B and C
- Humboldt – Permeability and Triaxial Shear
- Radiation Safety Certification
- OSHA – 10 Hour safety training

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; (2010-Present)
- Capstone Enterprises West; Construction Services Manager (2006-2010)
- Western Colorado Testing; Senior Engineering Technician (2001-2006)
- Terracon; Engineering Technician (2000-2001)

Professional Biography:

At Western Colorado Testing Mr. Rabe performed and supervised materials testing for various local and remote CDOT, FAA and FHWA projects. He performed special inspections (Reinforced concrete, Masonry, Fire Proofing, deep soil foundations and shallow soil foundations) on various projects including the St. Mary’s Parking Structure, Fidelity Mortgage, and the Pyramid Building.

At Capstone Enterprises he managed the construction services department. Other duties included geotechnical lab field and design work, special inspections, and construction services testing. He performed special inspections on various projects including Golds Gym and Victory Church. Developed in house procedures for lab testing and acted as a consultant for other firms to train their employees.

At Huddleston-Berry Engineering and Testing, LLC he performed various lab and field testing, special inspections and maintenance of lab certification. He performed special inspections on various projects including but not limited to the Grand Valley Power Building, American Furniture Warehouse, Marriott Spring Hill Suites, Grand Junction Readiness Center and various structures at Colorado Mesa University (CMU), and Veteran’s Affairs Parking Structure.

A.2.5 Engineering, Field Inspectors/Technicians, and Laboratory Technicians

In addition to the above key personnel, HBET's staff includes field engineers, nine (9) field inspectors/technicians, and laboratory technicians. These individuals are responsible for the bulk of geotechnical and/or materials field and/or laboratory testing. Our field inspectors/technicians and engineers are experienced in geotechnical drilling and sampling, soil density testing using nuclear methods and sand cone methods, concrete sampling and testing, asphalt sampling and testing, masonry sampling and inspections, wood-framing inspections, light gauge metal framing inspections, reinforced concrete inspections, sprayed fire-resistant materials inspections, and other geotechnical and/or materials testing and special inspections. Our laboratory technicians are experienced in the whole range of soil mechanics testing, concrete testing, masonry testing, asphalt testing, and aggregates testing.

Summary of the certifications of our current field and laboratory personnel include:

CERTIFIED PERSONNEL		
Quantity	Certification	Experience
4	ACI Field Technician	4 10+ yrs
3	ACI Strength	3 10+ yrs
2	ACI Aggregate	2 10+ yrs
6	CAPA	6 10+ yrs
2	NICET Level III	2 20+ yrs
3	WAQTC	2 10+ yrs
1	PTI Post Tensioning	1 10+ yrs
3	ICC Special Inspectors	3 15+ yrs
1	ICC Certified Building Inspector	1 30+ yrs
1	State of CO 3 rd Party Inspector	1 30+ yrs
5	Structural Steel & Welding Inspector	3 15+ yrs

Overall, HBET has the largest staff in Western Colorado. In addition, ALL of our technicians/inspectors have at least three years of experience and most of our personnel have over ten years of experience. In addition, our staff is willing and able to work non-standard shifts such as nights and weekends if project requirements necessitate it.

While our competitors may be able to handle testing/inspections on one or possibly two concurrent projects, HBET has the depth and breadth of staff to handle MULTIPLE concurrent projects.

A.3 LABORATORY SERVICES

Huddleston-Berry Engineering and Testing, LLC has a full-service testing laboratory accredited with CCRL and AMRL with the capability of conducting soil mechanics testing, concrete properties testing, masonry properties testing, and asphalt properties testing. Our new building has a laboratory five times larger than our previous facility. At our new facility, we added a third compression machine, second gyratory compactor, and second asphalt burnoff oven in addition to other smaller testing equipment. In fact, HBET's facility is the only local laboratory that has a gyratory Pine compactor in compliance with State of Colorado specifications. This allows us to provide asphalt testing results faster than any of our competitors.

Our laboratory can conduct compressive strength testing on everything from small grout cylinders to fully grouted CMU blocks. In addition, concrete, masonry, grout, etc. samples are stored/cured in our climate-controlled moisture room providing storage for hundreds of samples. HBET's asphalt testing equipment includes two gyratory compactors and we can determine asphalt content using either our chemical extraction apparatus or burn-off ovens. In addition to basic soil mechanics testing equipment, HBET's laboratory includes twelve swell/consolidation apparatus, hydrometer equipment, a dedicated CBR/unconfined compression load frame, and direct shear apparatus. Overall, Huddleston-Berry Engineering and Testing's laboratory facilities rival those of companies twice our size.



A.4 SIMILAR PROJECT EXPERIENCE

The staff at Huddleston-Berry Engineering and Testing, LLC has a wide range of expertise and experience in geotechnical investigations, geotechnical engineering, geotechnical support, construction materials testing, and special inspections. However, our working relationship with the local municipalities extends back to the beginning of Huddleston-Berry Engineering & Testing.

B. STRATEGY AND IMPLEMENTATION PLAN

Huddleston-Berry Engineering and Testing, LLC has a service-centered project approach. In order to provide a consistent high level of service HBET assigns a specific project manager to each project and maintains a core project team to maintain day-to-day continuity. HBET takes pride in the development of workload and project management structures that allow for rapid response to technical issues that arise during the project execution.

All work completed by HBET is conducted in accordance with the Huddleston-Berry Engineering and Testing Quality Systems Manual. With regard to typical materials testing and/or special inspection services on a given project, several steps are also necessary. The specific steps for each project can vary; however, HBET has defined the steps that are applicable to most projects. A brief description of each of the steps HBET proposes to utilize on this project is outlined below, with specific cost, schedule, and/or quality control measures for applicable steps indented.

1. Meet with client to review plans and discuss project specific needs.
 - a. Identify areas where scope can be modified to reduce costs and/or expedite schedule based upon experience with similar projects in site vicinity
2. Develop materials testing plan
 - a. Evaluate required testing/inspection frequencies. Ensure that additional costs are not incurred due to unnecessary testing/inspections.
3. Complete testing
 - a. Coordinate closely with the contractor to complete multiple tests/inspections on a given trip to minimize overall project costs
 - b. Provide preliminary test reports to contractor and/or owner's representative.
 - c. Where test failures are encountered, develop a plan with the contractor to mitigate and reschedule testing while onsite.
4. Prepare testing reports
 - a. Peer review reports to ensure accuracy of data.
 - b. Ensure all testing frequencies have been met and that all failures have been corrected.

As part of our ongoing commitment to improving our services for the benefit of our clients, HBET is in the process of moving our construction materials testing and special inspections data processing to a fully integrated computer database system. The new system will permit our scheduling staff to update technician/inspector schedules on-the-fly. Technicians/inspectors will receive notifications on their mobile devices in real time and all of the testing/inspection reporting will be completed IN THE FIELD on their mobile devices. Once the



technicians/inspectors submit their reports FROM THE FIELD, the project manager will be immediately notified that the field reports are available to be reviewed. Once the new system is fully operational, HBET will be able to provide field testing and inspection reports for most projects within 24-hours.

C. REFERENCES

John Boulden
Schmueser Gordon Meyer
2768 Compass Drive, Suite 102
Grand Junction, CO 81506
Phone: 970-245-2571
Email: johnb@sgm-inc.com

Lance Kramer
FCI Constructors, Inc.
3070 I-70B, Bld. A
Grand Junction, CO 81504
Phone: 970-434-9093
Email: lkramer@fciol.com

Bret Guillory
JUB Engineers, Inc.
305 S. Main Street, Suite 6
Palisade, CO 81526
Phone: 970-208-8508

John Potter
Blythe Group + co
618 Rood Avenue
Grand Junction, CO 81501
Phone: 970-242-1058
Email: jpotter@theblythegroup.com

Dave Detwiler
Colorado Mesa University
1100 North Avenue
Grand Junction, CO 81501
Phone: 970-261-6360
Email: detwiler@coloradomesa.edu

Ivan Geer
River City Consultants
744 Horizon Court, Suite 110
Grand Junction, CO 81506
Phone: 970-241-4722
Email: igeer@rccwest.com

Eric Nilsen
Mesa County Valley School District 51
2119 Grand Avenue
Grand Junction, CO 81501
Phone: 970-254-5233
Email: eric.nilsen@d51schools.org

Tim Spach
Grand Junction Housing Authority
8 Foresight Circle
Grand Junction, CO 81505
Phone: 970-208-9558
Email: tspach@gjha.org

Trent Prall
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Phone: 970-256-4047
Email: trentonp@gjcity.org





D. FEE PROPOSAL

The duration of the schedule is entirely dependent on the contractors on site, a consolidation of testing and inspections will ultimately reduce costs. Invoicing will reflect actual work scheduled. The fees listed are based upon Certified ICC Special Inspectors as well as Soils, Asphalt and Concrete Certified Technicians. HBET pride themselves in providing certified, qualified and experienced Inspectors, Technicians and Engineers at a reasonable fee. HBET provides additional services upon request. A 24 to 48 hour advance notice for scheduling is requested, more advanced notice may guarantee the requested time. Non-Standard hours are applied to any and all work performed during night work (6:00 p.m. to 6:00 a.m.), weekends, workday exceeding 8 hours including drive time, and holidays. Non-Standard hours will be billed at time and a half, with the exception of holiday time being billed at double time.

Item	Quantity	Unit	Description	Cost (\$)	Extended Price
Soil Testing	223	Hour	Technician I	80.00	17,600.00
Soil Testing	2	Each	Standard Proctor	175.00	350.00
Soil Testing	1	Each	Modified Proctor	195.00	195.00
Soil Testing	3	Each	Sieve Analysis	105.00	315.00
Soil Testing	3	Each	Plasticity Index	105.00	315.00
Concrete	132	Hour	Technician I	80.00	10,560.00
Concrete	88	Each	Concrete Cylinders	35.00	3,850.00
Asphalt	30	Hour	Technician II	90.00	2,400.00
Asphalt	3	Each	Superpave	880.00	2,640.00
Management	8	Hour	Project Manager	160.00	1,280.00
Engineering	2	Hour	Principal Engineer	210.00	420.00
TRIP	100	Each	Trip Charges	80.00	8,000.00
HBET will perform the testing services specified above and any other additional scheduled call outs subject to and in accordance with the terms and conditions on the face and accompanying pages of this order on a time and material basis subject to a 2 hour minimum.				TOTAL	47,925.00

Sub-consultant Services/Special Testing
 Out of town living expenses, commercial travel
 costs, equipment rental, freight, etc

Cost +20%
 Cost +20%

**Additional testing services
 available upon request.**

E. LEGAL PROCEEDINGS/LAWSUITS

The legal proceedings/lawsuits that HBET has been involved in over the last ten (10) years are summarized below.

Commercial Project - Parachute, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. The geotechnical report prepared by Huddleston-Berry fully disclosed the risk of structural movement associated with the collapsible soils at the site. In addition, the report outlined specific recommendations for mitigating the risk. Unfortunately, the contractor ignored many of the recommendations in the report. As a result, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

Commercial Project – Grand Junction, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation and pavement recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. Unfortunately, the owner has claimed that there are defects in the construction. The structure is supported by piles and HBET does not believe that any foundation movements have occurred. In general, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

Residential Subdivision – Grand Junction, Colorado

HBET conducted a final geotechnical investigation for the subdivision and developed foundation recommendations for single-family residences. The geotechnical reports prepared by Huddleston-Berry fully disclosed the risk of structural movement associated with the collapsible soils and expansive bedrock at the site. In addition, the reports outlined specific recommendations for mitigating the risk. Unfortunately, the developer/builder ignored many of the recommendations in the reports. As a result, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

F. INSURANCE

Client#: 1088003 HUDDLENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY):
12/11/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: Sherree S. Zamarripa PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: sherree.zamarripa@usi.com																					
INSURED Huddlestone-Berry Engineering & Testing, LLC 2789 Riverside Parkway Grand Junction, CO 81501	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER B : Pacific Insurance Company Ltd</td> <td></td> <td>10046</td> </tr> <tr> <td>INSURER C : Nutmeg Insurance Company</td> <td></td> <td>39608</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 : Hartford Casualty Insurance Company		29424	INSURER B : Pacific Insurance Company Ltd		10046	INSURER C : Nutmeg Insurance Company		39608	INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	x	x	34SBAVS0849	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	34UEGAC3171	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	x	x	34SBAVS0849	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MSER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			34WEGIQ0223	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made			02OH049099523	12/01/2023	12/01/2024	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

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 
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ACORD 25 (2016/03) 1 of 2
 #S42839350/M42715439

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NHPZP

MATERIALS TESTING -QUALITY ASSURANCE (QA) HILLSIDE STREET RECONSTRUCTION PROJECT

Colorado Department of Transportation (CDOT) # CM 315-008 SA # 24829



Gunnison River Bridge Replacement

Submitted by:



Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

January 22, 2024

Proposal No. 224-036

City of Delta
ATTN: Jolene Nelson
360 Main St Delta, CO 81416
Montrose, Colorado 81401

**RE: Response to Request for Proposals (RFP) for Materials Testing -Quality Assurance (QA)
Hillside Street Reconstruction Project**

Dear Ms. Nelson:

Yeh and Associates, Inc. (Yeh) is pleased to submit this letter of intent in accordance with the RFQ for Material Testing – Quality Assurance (QA) – Hillside Street Reconstruction Project in Delta, Colorado. This letter presents Yeh’s proposed services, qualifications, proposed staff and availability, technical qualifications including software utilized, and references based on the above request.

Marisa Connors, Project Manager, will serve as the principal contact for the proposed project with full contact information below. Services will be provided out of our Grand Junction office at 588 North Commercial Drive. Our proposed local staff live and work in the Western Slope area and are fully prepared to provide the engineering and construction quality assurance services you are requesting.

We appreciate your consideration of Yeh and Associates and would look forward to an opportunity to work with the City of Delta on this project.

Sincerely,
Yeh and Associates, Inc.



Marisa Connors
mconnors@yeh-eng.com
588 North Commercial Drive
Grand Junction, Colorado 81505
Office: 970-242-5125 or Cell: 970-412-9936



Kevin Dye, PE
kdye@yeh-eng.com
588 North Commercial Drive
Grand Junction, Colorado 81505
Office: 970-242-5125 or Cell: 970-318-6784

QUALIFICATIONS ENCLOSED

EXPERIENCE AND QUALIFICATIONS



Yeh has provided construction management and materials testing services to the Colorado Department of Transportation and many local agencies in western Colorado since the firm was established 24 years ago in 1999. Our local transportation staff is uniquely large and diverse on the western slope and fully prepared to support projects of all sizes, locations, and complexities. Services provided by our staff for construction management, inspection and testing that are common to transportation projects include concrete and asphalt pavements, earthwork, base courses, sidewalks, structures (bridges, walls and tunnels), slope stabilization, drainage, irrigation, erosion control, signals, signing, striping, and traffic control.



Yeh is currently staffed with 21 west slope employees consisting of construction managers, inspectors, and materials testers. Yeh has offices and AASHTO accredited materials testing labs in Glenwood Springs, Grand Junction and Durango. Materials testing staff and lab testing services for this project will be provided by our Grand Junction Office.

Yeh's inspection and testing personnel are fully certified per CDOT and industry requirements, experienced with CDOT LA requirements, and are experts in required project documentation. Recent local accomplishments include the successful completion of the SH 92 Gunnison River Bridge replacement, several SH 133 Landslide Repairs, the SH 92 Chipseal, and the SH 133 Emergency Culvert repair project. We are also a current contract holder with Montrose County and provide inspection and materials testing services for asphalt paving construction on a yearly basis.

PROJECT TEAM

The Yeh team selected for Hillside Street Reconstruction Project will be performing services from our local office and laboratory at 588 Commercial Drive in Grand Junction, Colorado. Yeh's material testing laboratory in Grand Junction is CCRL, and AASHTO re:source certified for all required testing. Our laboratory is accredited in soil, concrete and asphalt material testing procedures, and is fully equipped and staffed with trained, qualified personnel overseen by a Colorado registered engineer. Should the need arise, a mobile laboratory trailer can be provided to perform necessary tests at a project site under this accreditation for quality, efficient testing.

All proposed staff members for materials testing during construction will be certified CAPA (LabCAT), WAQTC, and ACI for anticipated testing. All staff will be equipped with proper safety protections and vehicles including amber flashing lights and company identification. Our staff is dedicated to providing immediate service for project needs and will be prepared to deliver testing reports as required by the CDOT Local Agency Manual and the current CDOT Field Materials Manual.



Girder Placement at CR 73



Completed Bridge at CR 73

Yeh and Associates, Inc. is proposing the following staff to provide services on this project:



**Marisa Connors, Construction Project Manager
(Grand Junction, CO)**

Marisa holds a Bachelor of Science in Geology and Chemistry and a Master of Science in Geosciences. As the Grand Junction Project Manager she coordinates construction projects and materials testing for the western slope. She has eight years of experience in field and lab materials testing to verify compliance with AASHTO re:source accreditation procedures, including training and coordination of staff. Marisa has certifications in ACI Field I, Strength, Aggregate, and Lab I and Lab II, WAQTC, and CAPA A,B,C,E and I. She is also an NRMCA Field Testing Technician Level II and NRMCA Concrete Technician Levels II, III, IV. Marisa will be 100% available to manage technicians to meet any city needs.



**Kevin Dye, PE, Senior Project Engineer
(Grand Junction, CO)**

Kevin has 15 years in geotechnical/geological engineering projects and construction management. His areas of expertise include field investigations, engineering analyses and report preparation for a variety of projects which include expansive soils, shallow and deep foundations, pier foundations, soil and rock slope stability, and pavement design. Kevin will provide technical support and final materials documentation certification.



**Cole Wood, Technician II - Full Time Tester
(Grand Junction, CO)**

Cole holds a Bachelor of Science in Geosciences from Colorado Mesa University. Cole started with Yeh at the beginning of 2023 and in his brief tenure at Yeh, Cole has shown an aptitude for learning and performing materials testing at a high level. Cole has already attained several certifications including ACI Field, CAPA A,B,C minus, WAQTC, LIMS, and OSHA 10. He has been the lead technician on several state parks and county infrastructure projects over the last year, performing materials testing, communicating with owners/contractors, and is responsible for reporting results in a timely manner. He has also taken the lead on several commercial projects and is currently training on reinforcing inspection. Prior to joining Yeh, Cole has several years of experience as a survey technician and HVAC technician giving him a good foundation in the construction industry.



**Lisa Van Kirk, Lab Manager
(Grand Junction, CO)**

Lisa has over ten years of experience in the field of materials and geotechnical engineering testing. She holds a Bachelors of Science in Geology and Environmental Geology from Colorado Mesa University. As lab manager, Lisa oversees and trains technicians in the field and lab ensuring they adhere to materials testing standards. For this project, Lisa will ensure that required laboratory tests meet the CDOT Local Agency and Field Materials Manual requirements for the project. Lisa is fully certified in ACI, CAPA and WAQTC.



**Sharon Shanks, Documentation Support
(Grand Junction, CO)**

Sharon has 24 years of experience in areas of civil and highway related projects. Her expertise includes construction inspection, quality assurance, and quality control, both in the field and in the lab. She trains and supervises entry level materials testers for CDOT projects, and is fully certified in WAQTC, ACI, and CAPA for soils, aggregate, concrete, and asphalt testing. She has been the head tester on the many CDOT projects on the western slope of Colorado and has recently worked in the CDOT Region 3 materials lab as an additional resource during peak construction periods. This past year, Sharon has worked on three local CDOT projects that include the SH 92 Chip Seal near Crawford and the SH 133 Slope Stabilization and Emergency Culvert Replacement near Somerset, CO. Sharon is responsible for delivery of final materials documentation on all of Yeh's western slope CDOT projects including Form 250 compliance, Buy America Compliance, Certified Test Reports, Certificates of Compliance, approved products list, concrete and asphalt mix design approval, etc.



**Cheyne Gast, Technician I - Part Time As Needed Tester
(Grand Junction, CO)**

Cheyne is a new addition to Yeh and Associates and is quickly becoming an integral part of the team. He has attained ACI Field I; and will obtain CAPA ABC minus and WAQTC by the end of March. Cheyne has taken over concrete testing on several commercial projects that have included testing for city/county specifications for project infrastructure. He has confidently taken on field testing and reporting responsibilities and is eager to start working with CDOT-related projects. Prior to Yeh, Cheyne's work experiences have given him skills in time management, coordination, safety, and attention to detail.

REFERENCES

CDOT - SH 133 Landslide Stabilization Project, Gunnison County, CO

Role: Yeh provided construction management, inspection and materials testing and complete CDOT project documentation.

Project Size: \$3 million, 1.2 miles

Completion Date: January 2024

Final Construction Cost: \$3 million

Contact Name & Phone: Nate Jean, CDOT Montrose Resident Engineer, 970-210-9578

Description: Reconstruction of several areas along CO 133 near Paonia Reservoir. Project consists of soil nail wall stabilization, structural backfill, embankment, drainage pipe, aggregate base course, asphalt paving, guardrail, signing and striping.



Rio Blanco County Road 73 Bridge Replacement, Rio Blanco County, CO

Role: Yeh provided inspection and materials testing and complete documentation meeting CDOT LA requirements.

Project Size: \$2.5 million, 0.75 miles

Completion Date: November 2022

Final Construction Cost: \$2.5 million

Contact Name & Phone: Van Pilaud, Rio Blanco County Engineer, 970-756-4221

Description: Reconstruction of CR 73 bridge over the White River near Rangely, CO. Project consisted of new alignment, irrigation and utility relocations, embankment, structural backfill, structural concrete, aggregate base course, drainage pipe, riprap, guardrail, fencing, signing.



CDOT, SH133 Emergency Culvert Replacement, Gunnison County, CO

Role: Yeh provided construction management, inspection and materials testing and complete CDOT project documentation.

Project Size: \$4 million, 0.3 miles

Completion Date: November 2023

Final Construction Cost: \$4 million

Contact Name & Phone: Nate Jean, CDOT Montrose Resident Engineer, 970-210-9578

Description: Emergency culvert replacement near Somerset, CO. Project consists of temporary bridge to detour traffic, 72 inch metal pipe replacement, structural backfill, embankment, minor drainage pipe, aggregate base course, asphalt paving, guardrail, signing and striping.



Montrose County Paving Projects

2023 Paving Project, Various Montrose County Locations

Role: Yeh provided Quality Assurance materials testing/inspection in support of Montrose County staff.

Project Size: \$4 million, 13 miles

Completion Date: June 2023

Final Construction Cost: \$4 Million

Contact Name & Phone: Michael Hindson, 970-975-0057

Description: A combination of new paving and mill and overlay for 13 miles of asphalt/previously gravel roads throughout eastern Montrose County.



2022 Paving Project, Various Montrose County Locations

Role: Provided Quality Assurance materials testing and inspection support for Montrose County Staff.

Project Size: \$ 4.4 million, 16 miles

Completion Date: October 2022

Final Construction Cost: \$4.4 million

Contact Name & Phone: Michael Hindson, 970-975-0057

Description: A combination of new paving and mill and overlay for 16 miles of asphalt/previously gravel roads throughout eastern Montrose County.



PROFESSIONAL ENGINEERING AND REPORTING SOFTWARE

For this project, daily inspection reports will be managed with Autodesk Build. This software is used by many agencies and allows for CDOT forms and reports to be managed electronically and provide the materials technicians the ability to enter data directly into electronic forms that can be readily available for review and reporting to the client. This eliminates the need for duplicate reporting efforts in getting information from the field to office and provides Cloud backup of critical project information.

Yeh is currently using this software and technology on many front range projects including Denver International Airport and the City and County of Denver. On our local agency I-25 and Broadway interchange project this has proven to provide real time accurate and timely reporting of tests results to both the City and County of Denver and CDOT.

PROJECT APPROACH

The ability to exceed our clients' expectations with respect to project quality, expedited schedules, and budget control is one of the reasons Yeh and Associates has grown to be one of the premier geotechnical consulting and construction services firms in the western United States. The following summarizes our project management and quality control approach to this project.

Project Management

Yeh provides “cradle-to-grave” project management support on all of our projects.

When selected for this project, our Project Manager, Marisa Connors will prepare a Work Plan that contains at least three major elements:

- A scope of work that includes a description of the task and appropriate subtasks, along with a listing of the personnel who will be involved in the work
- A proposed schedule based on the construction contractors proposed schedule and
- A budget clearly defining and justifying the support staff effort required

Our project managers review schedules on a weekly basis to verify work products are on track for timely delivery. Client requests will be addressed immediately and response to the project site(s) will be provided throughout the duration of the contract. If required, Yeh can accelerate project scheduling without compromising quality by adding additional staff or working extended hours and weekends.

Quality Control

Yeh’s primary goal is to deliver high-quality services to clients – a philosophy that has remained unchanged since the company’s inception. To that end, our QA/QC system consists of procedures and controls to ensure and maintain consistent, high-quality work processes and products. The foundation of this program is our internal peer review process. Inspection records, materials books, site visits, testing schedules and reports, etc. are fully documented and routinely quality checked. Sharon Shanks from our Grand Junction office will personally perform or oversee the final QA check to ensure that all deliverables meet CDOT and the City’s required standards and practices.

Materials Testing Services

Yeh can provide the expertise and capacity to fit any job. Yeh’s field-testing technicians and inspectors provide QA/QC materials sampling and testing for projects of varying size and complexity. Project technicians possess WAQTC, CAPA, ACI, and PCI certifications as required by CDOT for construction materials testing and inspection services. Our technicians are trained to inspect asphalt hot mix, concrete ready mix, and precast concrete plants. Yeh operates a fully-certified and extensively equipped materials lab in Grand Junction, managed and overseen by a registered professional engineer. The lab is staffed with fully-trained, qualified personnel who are well-practiced at delivering short turnaround test results for soil, rock, aggregate, asphalt, concrete, masonry, and steel materials.

Construction Documentation

Complete, accurate, and comprehensive project documentation is vital for verifying construction specifications, verifying pay item quantities, and supporting claims disputes and subsequent audits. Our construction team is experienced in selecting

What Our Clients Say

“Marisa (Connors) and her team are fantastic to work with. [For projects that are] schedule driven, Yeh is great to deal with.”
Dakota Warren, Hayes Excavating

“Kevin (Dye) most recently has jumped in to help on an emergency sewer line. The construction was shut down and being in the Grand Junction area has been a critical asset to CDOT. He’s been quick to respond to the project’s request for on-site support, providing documentation, and construction recommendations. He’s reducing delays and addressing new problems as they come up faster than we could here in Denver.”
David Thomas, PG, PE, CDOT

“The complexity of this project and the amount of documentation you needed to create and organize was unreal and you (Sharon Shanks) did an outstanding job. I cannot tell you how much I appreciate the hard work you put into this project and every project that you work on.”
Cindy Morgan, Region 3 Finals

and/or developing appropriate standardized forms and logs for efficient data entry and cross-referencing, including CDOT standard forms as needed. Reporting archives are always well-organized and fully searchable. Documents we typically prepare for each project may include:

- Materials Tester Daily Report
- Material Acceptance Reports
- Final Closeout Report

EXAMPLE SCOPE OF WORK

General Scope of Work

The Hillside Street Reconstruction Project will reconfigure the Leon/Hastings St, Hasting St at the 7th St intersection and resurface and widen Hillside/4th Street in approximately 2,400 lf. The Material Testing (QA) services through this contract will be required throughout the duration of the Hillside Street Project construction. Materials Testing (QA) consultant/ firm will be qualified and able to provide all required certified test results (CTR) for the project. All required material testing and documentation will be in compliance with relevant CDOT specifications/standards requirements. Material Testing (QA) service firm will be available and provide any documentation and assistance necessary through project closeout.

The Consultant will provide the following services:

- Project Management and Oversight for Materials Testing
- Materials Testing – As required to comply with QA testing requirements
- Laboratory Testing – As required to comply with QA testing requirements
- Documentation Support – As required to support QA testing and final materials documentation
- Professional Engineer Support – As required to do final materials review, sign, and seal final materials documentation

Work Duration

The construction period for this project is planned to be 240 working days, with work beginning approximately February of 2024 and lasting approximately into June of 2024 for material testing.

Authorization to Proceed

Work will not commence until written Notice to Proceed is provided by the City of Delta and will be completed within contract period of performance.

Routine Billing and Reporting

The Consultant will provide the following on a regular basis:

1. Monthly billing for contract activities performed by the Consultant's project personnel.
2. Monthly billings that include the contract status.
3. Monthly updates showing actual and anticipated expenditures of the Task Order in association with the Task Order timeline and/or the contractor's construction schedule.
4. Supporting documentation for direct costs.

Status of Contract

The Consultant will monitor the fiscal status of the contract and advise the City of Delta Project Engineer of any potential for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on all projects until a supplemental agreement can be completed and fully executed.

Labor, Materials, Vehicles and Equipment

The Consultant will provide personnel, materials, equipment, and transportation required to perform the work. Consultant personnel will be provided with vehicles (equipped with flashing amber beacon), cellular phones, computers, and miscellaneous equipment and supplies (inspecting and testing tools/equipment, printers, calculators, manuals, office supplies, safety equipment, etc.) that are required to perform the work. Personal protective equipment will be in accordance with CDOT PD 80.1. It is assumed that the project contractor will not furnish office space or a field laboratory, so laboratory testing will be performed at Consultants Grand Junction office and laboratory facility.

Requirements for Consultant Tester

All inspection, sampling, testing, and documentation will be in accordance with the CDOT Field Materials and Construction Manuals. Sampling and testing will be completed in accordance with CDOT's Minimum Sampling, Testing, and Inspection Schedule, the Special Notice to Contractors, and the Procedures, all contained in CDOT's Field Materials Manual. When the method is not cited, the order of precedence for all sampling and testing is Colorado Procedures, AASHTO Procedures, and then ASTM Procedures. Unless otherwise designated, when CDOT's Construction Manual, Materials Manual, AASHTO, ASTM, or other specifications, standards, or policies are cited, the reference will be to the latest edition as revised or updated by approved supplements or interim editions published and issued prior to the date of advertising a specific construction project for bids.

The tester will be certified to perform the project sampling and testing in accordance with CDOT requirements. These requirements typically include the following certifications: CAPA levels A&B, ACI, WAQTC, and nuclear gauge operation. The tester will be certified as defined by the requirements set forth in the current Colorado Procedure CP-10. Minimum requirements for certification are dependent on the item to be sampled and tested. Each tester responsible for sampling and testing on this project will have all required certifications based on the project's specific materials testing schedule. The tester will be thoroughly familiar with CDOT forms and documentation requirements.

The tester will be experienced and competent in all aspects of highway construction testing within the scope of this project. The tester will sample, test, inspect, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with the SCHEDULE in the CDOT Field Materials Manual, materials that may be added to the project through contract modification, and altered material quantities whether increased or decreased. The tester will review project quantities on a regular basis to ensure that sufficient tests have been performed for the material placed to date. The tester will also provide any other services as requested by the City of Delta.

The Consultant's work will be under the direction of, and will be reviewed, stamped, and signed by a Professional Engineer registered in the state of Colorado. The work to be stamped will be the summary sheet including, but not limited to, Forms 6, 9, 58, 69, 212, 250, and 554. The Professional Engineer will be available to review work, resolve problems, and make decisions in a timely manner as requested by the City of Delta, and must be experienced and competent in road and bridge construction and construction materials testing and inspections.

Testing of materials that are specifically designated to be pre-inspected or pre-tested will remain the responsibility of the City of Delta unless specially defined in this scope of work. The tester will document and ship samples of all materials to the CDOT Central Laboratory that are required to be tested by CDOT regardless of pre-inspection or pre-testing responsibilities. The items and test frequencies of CDOT-tested materials will be in accordance with the column titled "Central Laboratory" in the SCHEDULE. Test results, sample submittals, and inspection documentation transmitted to CDOT's Region or Central Laboratory will be recorded on appropriate CDOT Forms. The Consultant may use CDOT worksheets or worksheets approved by the CDOT Resident Engineer. CDOT Forms and worksheets are available through the Region Materials Engineering/Physical Technician at no cost to the Consultant.

The tester will furnish the City of Delta Project Engineer with the original copies of all worksheets on a daily basis. The tester will also keep CDOT Form 626 up to date at all times and provide copies of this form to the City of Delta Project Engineer by the end of the shift for any material found to be non-specification. At the

discretion of the Consultant Project Engineer, the tester may be required to provide the Form 626 to the contractor prior to the end of the shift for any material found to be non-compliant with the specification.

The tester will coordinate the schedule for Independent Assurance Tests (IAT) for the project in accordance with CDOT Form 379 with the Region Materials Engineering/Physical Science Technician. The tester will notify the City of Delta Project Engineer when project quantities are expected to over-run the quantities represented on CDOT Forms 250 or 379.

All proposed work procedures will be coordinated with the City of Delta Project Engineer prior to the start of work. Test results will be documented by the tester and approved by the City of Delta Project Engineer. The tester will be responsible for materials sampling, testing, and documentation.

The testers will:

1. Meet requirements of CDOT's CP 10: Qualification of Testing Personnel and Laboratories.
2. Be certified by the American Concrete Institute (ACI) if testing concrete.
3. Be certified Level A/B/C by the Colorado Asphalt Technician Certification Program (LabCAT) if testing HMA.
4. Be certified through the WAQTC Qualification Program if testing soils and aggregates.
5. Have successfully completed the CDOT Materials Technician Training Course.

Copies of Certifications can be provided to the City of Delta prior to the start of work on the project.

Diaries and Documentation

Consultant personnel will maintain a daily diary for each day work is performed on the project. They will use CDOT Form 103 or automated 103a - Project Diary, or other form recommended by the City of Delta Project Engineer. The contents of the diary will be brief and accurate statements of progress and conditions encountered during the prosecution of the work along with conversations concerning the work. Editorial comments will not be incorporated in the diaries or on written correspondence applicable to the project. A copy of the daily diary will become a part of the permanent project record and will be given to the City of Delta Project Engineer within one working day of its date.

Computer Equipment & Software

Consultant computers will include necessary communications hardware and software to perform the work. The Consultant computers will be capable of running current versions of the following software:

- QA/QC software
- Microsoft Word
- Microsoft Excel
- Software capable of creating, merging, and editing Adobe PDF documents.

Engineer's Certification

The Consultant will review and sign the Form 250 as it relates to the testing and acceptance of materials.

Submittal of Final Documentation

Final documentation will be submitted to the City of Delta Project Engineer within 20 working days after project acceptance. COCs and CTRs will be included as part of the final documentation for any inspected work. A completed Form 250 will be submitted to the City of Delta Project Engineer 20 working days after the Consultant Tester has been notified of final quantities.

Project: QA Hillside Street Reconstruction Project

Qualitative Analysis

Summary Scores	Firm A	Firm B	Firm C
Assessment Criteria	Grand Valley Consulting LLC	Huddleston-Berry	Yeh and Associates, Inc
Understanding of the project	26	23	29
Proposed Work Plan and Project Schedule	24	26	27
Experience and Qualifications	22	24	27
Reference Follow Up	23	27	29
	8	10	12
Total	103	110	124
Total Confirming (admin)	103	110	124
	34.33333333	36.66666667	41.33333333

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 12th day of February, 2024 by and between CITY OF DELTA, a Colorado home rule municipality (the "City") and Yeh and Associates, LLC, a Colorado Geotechnical Testing Construction Service (the "Professional")

WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

Professional agrees to provide services in accordance with the Scope of Professional Services and Fee Schedule attached hereto as **Exhibit A** and incorporated herein by this reference.

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement and completed with due diligence thereafter. Time is of the essence in this Agreement. Provided, however, that any payment obligations of the City for fiscal years after the year in which this Agreement is executed is subject to and contingent upon annual budgeting and appropriation by City.

3. PROFESSIONAL RESPONSIBILITY

Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings and other services rendered by Professional, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. Professional represents that it has the special expertise and background necessary to provide the City with the services listed on Exhibit A, and the City is expressly relying on the technical and professional expertise of Professional.

4. COMPLETION

In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional in accordance with the provisions included in Exhibit A, including the not-to-exceed amount, if applicable. Monthly partial payments based upon Professional's billings are permissible. The amounts of all such partial payments shall be based upon Professional's progress in completing the work described in the Scope of Services and Fee Schedule attached hereto as Exhibit A. Final payment shall be made following acceptance of the completed scope of work by the City.

5. CITY REPRESENTATIVE

The City hereby designates David Hood as its representative and authorizes them to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.

6. **INDEPENDENT CONTRACTOR STATUS**

Professional and any persons employed or retained by Professional for the performance of work hereunder shall be independent contractors and not agents or employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of the City as to end results of the work only.

A. Professional is providing services independently and, therefore, is not an employee, partner, or joint venturer with the City, and neither party has the authority to bind the other in any respect. Professional warrants to the City that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the City shall not withhold from Professional unemployment insurance, social security, taxes or any other withholdings. Professional agrees to be responsible for all such payments required by law.

B. **Taxes.** Professional acknowledges and agrees to report all payments received from the City on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify the City for any such payments required but not paid.

C. **No Insurance or Benefits.** Professional acknowledges and agrees that it is not covered by any of the City's insurance, including the City's workers' compensation coverage, and is not entitled to any benefits otherwise provided to the City's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During the Term of this Agreement, Professional will carry any insurance required by law, including, without limitation, professional liability insurance and general liability insurance.

7. **PERSONAL SERVICES**

It is understood that the City enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

8. **ACCEPTANCE NOT WAIVER**

The City's approval of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve Professional of responsibility for the technical accuracy of the work. The City's approval or acceptance of, or payment for, any services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

9. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

10. REMEDIES

In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. In the event Professional fails or neglects to carry out the work in accordance with this Agreement, the City may elect to make good such deficiencies and charge Professional therefor.

11. TERMINATION BY THE CITY

The City may terminate this contract at any time for its convenience. Professional shall be paid pro rata for work completed to the date of termination pursuant to Exhibit A.

12. INSURANCE

Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Professional pursuant to Section 12. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 13 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Professional pursuant to this Section 12. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under Colorado law.

B. Commercial General Liability insurance with a minimum combined single limits of ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000)

aggregate for each occurrence (FOUR HUNDRED TWENTY-FOUR THOUSAND DOLLARS, \$424,000, per injured person), but in no event shall the policy reflect amounts less than those set forth in the Colorado Governmental Immunity Act (“CGIA”), C.R.S. § 24-10-114, as may be adjusted from time to time. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance with a minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Professional's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If Professional has no owned automobiles, the requirements of this Paragraph (C) shall be met by each employee of the Professional providing services to the City under this Agreement.

D. Errors and Omissions insurance in the amount of \$500,000 per claim, as applicable.

The policy required by Paragraph (B) above shall be endorsed to include the City and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Professional shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance required by the City shall be completed by Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to the City.

Failure on the part of Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations and any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or otherwise available to the City, its officers, or its employees.

13. INDEMNIFICATION

Professional agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the omission, error, professional error, mistake, or negligence, of Professional, any subcontractor of Professional, or any officer, employee, representative, or agent of Professional or of any subcontractor of Professional, or which arise out of any workers' compensation claim of any employee of Professional or of any employee of any subcontractor of Professional, except to the extent caused by the negligent acts or omissions of the City, its officers or employees.

14. OPEN RECORDS

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of Professional and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The City is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by Professional. Professional hereby waives any claims of any kind whatsoever against the City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

14. APPROPRIATION

No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation under applicable Colorado law.

15. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section.

TO CITY:

City of Delta
360 Main Street
Delta, Colorado 81416
Attn: Elyse Ackerman-Casselberry
Email: elyse@cityofdelta.net

TO PROFESSIONAL:

Yeh and Associates, Inc
588 North Commercial Drive
Grand Junction, CO 81505
Email: mconnors@yeh.eng.com

16. ADDITIONAL PROVISIONS

This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for any dispute arising out of this Agreement shall be in the District Court for Delta County, Colorado.

Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

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

CITY OF DELTA, COLORADO

PROFESSIONAL

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

City Clerk



**COLORADO WEST SLOPE (Grand Junction, Durango, Glenwood Springs)
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2024**

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal	\$225/hr
Senior Project Manager	\$220/hr
Senior Project Specialist	\$190/hr
Project Manager	\$190/hr
Senior Project Engineer or Geologist	\$165/hr
Project Engineer or Geologist	\$145/hr
Staff Engineer or Geologist	\$125/hr
Engineer or Geologist Intern	\$80/hr
Resident Construction Engineer	\$210/hr
Construction Manager	\$185/hr
Construction Observer III	\$150/hr
Construction Observer II	\$135/hr
Construction Observer I	\$125/hr
Technician Leader or Supervisor	\$145/hr
Laboratory Supervisor	\$130/hr
Technician III	\$110/hr
Technician II	\$95/hr
Technician I	\$80/hr
CAD Designer	\$145/hr
CAD Technician	\$95/hr
Project Controller	\$155/hr
Administrative Assistant	\$95/hr

***Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.*

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

	<u>Rates</u>
Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ Current IRS Rate

**LABORATORY RATE SCHEDULE - EFFECTIVE
JANUARY 2024**

Classification – Index Tests:

Natural moisture content and Dry Unit Weight (ASTM D2216)	\$ 20
Moisture content – dry unit weight, drive, or core sample (ASTM D2937)	\$ 25
Moisture content – dry unit weight, chunk, or block sample	\$ 55
Moisture content – dry unit weight, thin-walled tube sample (ASTM D2937)	\$ 45
Atterberg limits with PL, PI, LL (ASTM D4318)	\$120
Specific gravity for coarse aggregate (AASHTO T85, ASTM C 127)	\$ 90
Specific gravity for fine aggregate (AASHTO T84, ASTM C 128)	\$ 90
Sand Equivalent (CP 30, AASHTO T 176)	\$ 100
Grain size analysis (ASTM D422, 6913):	
a) Eight standard sieve nests to #200 (per ASTM D2487 or AASHTO M145)	\$ 80
b) Less than 3" max to #200 sieve with one split sieve	Add \$ 50
c) Percent less than #200 sieve with wash	\$ 55
d) Hydrometer analysis	Add \$ 150

Manual USC classification (ASTM D2488), extrude, examine, photo, and describe.	\$ 30
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required.....	\$ 180
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required (using a split gradation)	\$ 220

Moisture Density Relations:

Standard Proctor compaction (AASHTO T99, ASTM D698)	\$ 220
Oversize Correction (w/coarse aggregate specific gravity)	Add \$ 60
Modified Proctor compaction (AASHTO T180, ASTM D1557)	\$ 250
Proctor, One Point	\$ 75
Oversize Correction (w/coarse aggregate specific gravity)	Add \$ 60
R-value (ASTM D2844, AASHTO T190, Cal 301), untreated soil	\$ 400
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) single point with proctor test	\$ 450
California bearing ratio (CBR) (, AASHTO T193, ASTM D1883) 3 points with proctor test	\$ 950
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) single point without proctor test	\$ 300
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) 3 points without proctor test	\$900

Corrosion Testing:

pH of soil or water AASHTO T289.....	\$ 50
Resistivity of soil or water, as received or saturated AASHTO T 288	\$ 80
Soluble sulfates AASHTO T 290	\$ 50
Soluble chlorides AASHTO T291.....	\$ 50

Swell / Collapse Testing:

Expansion index (ASTM D4829)	\$ 220
Swell-collapse (ASTM D4546-A)	\$ 220
Swell-collapse (ASTM D4546-B, C)	\$ 150
Soil unconfined compressive strength (ASTM D2166)	\$ 80

Pavement Tests:

Volumetric Production Sample Testing.....	\$ 500
Asphalt content	
a) Ignition furnace calibration, per mix	\$ 550
b) Calibration of nuclear asphalt gauge	\$ 550
c) % AC (CP L 5 1 2 0, AASHTO T 3 0 8)	\$ 110
d) Gradation from burn off (AASHTO T 30, ASTM D 5444)	\$ 110
Maximum specific gravity (Rice) (CP 51, AASHTO T209)	\$ 120
Bulk specific gravity (AASHTO T166)	\$ 60
% Air Void (no rice included) CP L5115, and AASHTO T166.....	\$ 200
Moisture content for Hot Mix Asphalt (AASHTO T329)	\$ 35

- 2000 Clay Street, Suite 200, Denver, CO 80211, (303) 781-9590
- 627 Elkton Drive, Colorado Springs, CO 80907, (719) 434-1643
- 11520 21st Street, Unit 6, Greeley, CO 80634, (970) 451-5026
- 570 Turner Drive, Suite D, Durango, CO 81303, (970) 382-9590
- 1525 Blake Avenue, Glenwood Springs, CO 81601, (970) 384-1500
- 588 North Commercial Drive, Grand Junction, CO 81505, (970) 242-5125

Hveem Stability CP L 5106	\$ 220
Resistance of compacted asphalt mixture to moisture induced damage (Lottman) CP L 5109.....	\$ 550
Coring, per core	\$ 130
Marshall Compaction & Air Vids Analysis (ASTM 6926)	\$ 275
Marshall Stability & Flow (ASTM 6927)	\$ 175
Marshall Properties (3 specimens), ASTM D 6926 & D6927 include Rice, and Bulk SPG	\$ 450

Strength Tests:

Compressive Strength of Cylindrical Concrete Specimens (4" x 8") (AASHTO T 22 ASTM C39)	\$ 25
Flexural Strength of Concrete Beam (Using simple beam with third-point loading) (ASTM C78)	\$ 100
Point Load Strength Index of Rock and Application to Rock Strength Classifications (ASTM D5731)	\$ 50
Mortar & Grout Cube Compressive Strength (ASTM C109) (per Cube)	\$ 50
Compressive strength for shotcrete cores including cutting and capping (per core)	\$ 70
Compressive strength for ship-in cylinders (made by others) (per cylinder)	\$ 30
Compressive Strength - Requiring extra work like stripping, cutting, and capping.....	\$ 100
Bulk density and Voids of Aggregate (ASTM C29, AASHTO T19)	\$150

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Submit to Local Licensing Authority

**QUICK BUY WINE & LIQUOR
 750 MAIN STREET
 Delta CO 81416**

Fees Due		
Renewal Fee		352.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KOHINOOR LLC		Doing Business As Name (DBA) QUICK BUY WINE & LIQUOR	
Liquor License # 03-14313	License Type Retail Liquor Store (city)		
Sales Tax License Number 94611775	Expiration Date 02/17/2024	Due Date 01/03/2024	
Business Address 750 MAIN STREET Delta CO 81416			Phone Number 2014691556
Mailing Address 750 MAIN STREET Delta CO 81416		Email quickbuyligour750@gmail.com	
Operating Manager Anandresh Kumar Patel	Date of Birth 06-29-90	Home Address 240 Meeker St. Apt #9 Delta CO 81416	Phone Number 201-469-1556
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 1-26-2026			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Chandreshkumar Patel	President	
Signature	Date	
C. S. Patel	01/18/24	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, CHANDRESHKUMAR am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of KOHINOOR LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Chandreshkumar Patel / Kohinoor LLC</u>		Social Security Number/Tax Identification Number <u>756-82-8260</u>	
Address <u>240 Meeker St. APT 9</u>			
City <u>Denver</u>		State <u>CO</u>	Zip <u>81416</u>
Home Phone Number <u>201-469-1556</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Chandreshkumar Patel</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>C.S. Patel</u>			Date signed <u>01/20/2024</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



February 26, 2024

Subject: Background Check / Liquor License Renewal
Quick Buy Wine and Liquor
750 Main Street, Delta, CO 81416

To Jolene Nelson (City Clerk),

Upon reviewing the application and Spillman records, the Delta Police Department once again has concerns with renewing the liquor license for Quick buy Wine and Liquor located at the address of 750 Main Street in Delta Colorado. This location has had numerous violations of sales to minor in the past. Since the beginning of 2022, there have been the following violations:

08/07/2023 – Sale of an alcoholic beverage to an underage person conducted by the Colorado Department of Revenue (See attached).

06/08/2022 – Sale of an alcoholic beverage to an underage person conducted by the Colorado Department of Revenue (See attached DPD report).

There are also violation previously under a different name.

It is the recommendation of the Delta Police Department not to renew the liquor license for Quick Buy Wine and Spirit.

Thank You,

Lucas G. Fedler

Chief of Police



Delta Police Department

Deputy Report for Incident D22-0891

Nature: ALCOHOL OFFENSE
Location: DPD

Address: 750 MAIN ST
Delta CO 81416

Offense Codes: 4199

Received By: C Valdez

How Received: O

Agency: DPD

Responding Officers: A Copp

Responsible Officer: A Copp

Disposition: CLO 04/30/22

When Reported: 07:28:00 04/30/22

Occurred Between: 07:27:57 04/30/22 and 07:27:57 04/30/22

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 81114

Last: QUICK BUY
WINE AND
LIQUOR

First:

Mid:

DOB: **/**/**

Dr Lic:

Address: 750 MAIN ST

Race: **Sex:**

Phone: (201)469-1556

City: Delta, CO 81416

Offense Codes

Reported: 4199 Liquor (Describe Offense)

Observed: 4199 Liquor (Describe Offense)

Additional Offense: 4199 Liquor (Describe Offense)

Circumstances

DAY Day (6 a.m. - 6 p.m.)

LT17 Liquor Store

BM99 Unknown Bias

WNONE No Weapon Used

Responding Officers:

A Copp

Unit :

D6

Responsible Officer: A Copp

Received By: C Valdez

How Received: O Officer Report

When Reported: 07:28:00 04/30/22

Judicial Status:

Misc Entry:

Agency: DPD

Last Radio Log: **.**.** **/**/**

Clearance: RTF REPORT TO FOLLOW

Disposition: CLO **Date:** 04/30/22

Occurred between: 07:27:57 04/30/22

and: 07:27:57 04/30/22

Modus Operandi:	Description :	Method :
------------------------	----------------------	-----------------

Involvements

Date	Type	Description	Relationship
04/30/22	Name	BROUGHTON, JARRETT	Involved

Narrative

Delta Police Department
Investigation Narrative

Offense(s): Alcohol Offense

Synopsis:

On or about June 2021, at approximately [redacted] er
Copp encountered a highly intoxicated [redacted] on the
south side of Confluence Park located at 401 N Kellogg St. This is in the City
of Delta, County of Delta, and State of Colorado. Case Closed.

Narrative:

During my interactions with [redacted] was transported home to a guardian. I
was told by another officer [redacted] told him he had been getting his
alcohol and tobacco from the gas station near E 8th Street and Main Street,
later identified as Quick Buy Wine and Liquor and Quick Stop Convenience and
Vape Store. I had heard from multiple other officers that they had found minors
in possession also claiming they had received their goods from the previous
mentioned stores.

On April 26, 2022, I made contact with Jarrett Broughton II from the Colorado
Department of Revenue and told him about the above information. Jarrett
informed me the Quick Buy Liquor Store had recently failed an audit and he would
set-up another buy from them.

There is no body camera footage attached to this case. I took pictures of the
business card provided to me by Jarrett and attached it to this case. This case
was generated for informational purposes and as a reference for the Colorado
Department of Revenue.

Case Status: Closed.

Responsible LEO:

Approved by:

Date

Supplement

Supplemental Narrative

On May 12, 2022, at approximately 0816 hours, I received an e-mail from Jarrett which said he was going to conduct compliance checks concerning this case. I attached the e-mail to this case.

Nothing Further.

Supplement

Supplemental Narrative

On June 10, 2022, at approximately 0900 hours, I, Officer Alexander Copp received an email from Jarrett stating the following:

"Good morning,

Hope all's well. Just an update regarding Quick Buy Wine and Liquor. We conducted a compliance check on 06-08-2022, and they sold beer to our minor operative. A summons was issued to the clerk and an administrative action is pending against the business. Thanks for the information and have a great day.

--

Jarrett D. Broughton II
Criminal Investigator
Liquor & Tobacco Enforcement"

I printed the email and attached it to this case.

Nothing Further.

Name Involvements:

Involved : 81113

Last: BROUGHTON

First: JARRETT

Mid:

DOB: **/**/**

Dr Lic:

Address: 632 Market Street #G3

Race: W **Sex:** M

Phone: (970)248-7133

City: Grand Junction, CO 81505

LIQUOR ENFORCEMENT DIVISION

CASE REPORT

GENERAL INFORMATION

Branch: LIQ	Case Number: LIQ2300001011
How Received: Complaint- Verbal	Incident Number: LIQ0013002613
Call Date: 08/07/2023	Occurred From:
Reporting Officer: Comfort, Annessa	Occurred To:

LOCATION OF INCIDENT

Location: Quick Buy Wine & Liquor Store	Telephone: 9707658588
District: Grand Junction (LGJ)	Beat: DELTA COUNTY (DELT)
Address: 750 Main Street, Delta, CO 81416	

NATURE OF CASE

Record Type: COMPLIANCE CHECK	Case Start Date: 08/07/2023
Call Type: 4102.10	Case End Date: 08/07/2023
Call Type Desc.: LIQ, SALE TO UNDERAGE PERSON	Disposition:
Case Status: Cleared	Last Update: 08/11/2023
Investigator: Comfort, Annessa	Updated By: COMFOAA

CASE SUMMARY

SUMMARY:

On 08/07/2023, the Colorado Liquor Enforcement Division conducted compliance check operations in Delta, Delta County, Colorado. The compliance check operation utilized a 16-year-old female underage operative to determine compliance with laws pertaining to underage alcohol beverage sales within on and off liquor licensed premises locations.

During the course of the operation, the underage operative was sent to Quick Buy Wine & Liquor located at 750 Main Street, Delta, Colorado. Quick Buy Wine & Liquor has a Liquor Store Liquor License #03-14313.

Quick Buy Wine & Liquor employee Judy Scott ([REDACTED]) sold or served an alcohol beverage, a 24oz can of Modelo (malt liquor) to the underage operative.

Employee Judy Scott was issued a criminal summons (#18454) for the violation.

It can be concluded that the violation of the Colorado Liquor Code did occur. Specifically, 44-3-901(1)(b)(I) and 44-3-901(11)(b) in that employee, Judy Scott, served a 24oz can of Modelo (malt liquor), without verifying an ID to an underage person, in violation of the above statutes, to occur on the licensed premises on or about 08/07/2023.

Administrative hearing forthcoming.

OFFENSES

Offense #: 1 **Offense Code:** 44-3-901 (11)

Title: Fail to Request/Examine Identification

Att./Comp.: C

Status: C

Offense #: 2 **Offense Code:** 44-3-901(1)(B)(I)

Title: Sell, serving, giving, procuring alcohol to underage person

Att./Comp.: C

Status: C

CITATIONS

Citation #: 18454

Violation Code:

Description:

Citee: Scott, Judy

Officer: comfoaa

Location Name: Quick Buy Wine & Liquor Store

Address: 750 Main Street , Delta, Co 81416

INVOLVED OFFICERS

Assisting Officer: Tevault, Jerry

Duty:

NARRATIVES

Narrative Type: Report / Case Report

Entered By: COMFOAA

Description: Case Report

Entry Date: 08/11/2023

OPERATION INFORMATION:

On 08/07/2023, I conducted compliance check operations to determine compliance with laws pertaining to underage alcohol beverage sales within off and on-liquor licensed premises locations in Delta, Delta County, Colorado. The purpose of the operation was to attempt to purchase an alcohol beverage for off-premises locations and order an alcohol beverage for on-premises locations. This operation consisted of taking undercover minor employees to the retailers in the area, directing the minors to attempt a retail purchase of an alcohol beverage and monitoring all activity and recording data, including overall sales rates. My partner for this operation was Liquor Enforcement Division Investigator Jerry Tevault, badge #21-03.

A female minor operative was used for this operation and is identified as [REDACTED]. The birth date of this minor operative has previously been verified as 11/09/2006. On the date of this operation, the minor operative was 16 years old. Prior to the start of this operation, I verified that the minor operative did not have any identification or money on her person. I took a digital photograph of the minor to accurately demonstrate the appearance of the minor for the day of the compliance check operation. The minor operative was provided with Division cash to use for purchases. Lastly, the minor operative was instructed to make a mental note of the physical description of the clerk that waited on her.

LIQUOR LICENSEE INFORMATION:

During the course of the operation, the underage operative was sent into KOHINOOR LLC d/b/a/ Quick Buy Wine & Liquor, 750 Main Street, Delta, Colorado. Quick Buy Wine & Liquor is licensed as a Liquor Store, Liquor License #03-14313.

COMPLIANCE CHECK INVESTIGATION:

At approximately 1320 hours, the minor operative was taken to Quick Buy Wine & Liquor (liquor license #03-14313) located at 750 Main Street, Delta, Delta County, Colorado. [REDACTED] was instructed to enter the store and attempt to purchase an alcoholic beverage. The minor operative entered the store. The minor operative approached the clerk (female, 55 years old) who was standing behind the counter. I later identified this clerk as Judy Scott, dob [REDACTED]. The clerk then sold a 24oz can of Modelo (malt liquor) to the minor operative for a total cost of \$3.99. The clerk did not ask [REDACTED] for her identification/date of birth/age. I heard the entire interaction via recording device.

Immediately after the sale, the minor operative exited the store and went to the investigator's vehicle.

At this time [REDACTED] handed the 24oz can of Modelo (malt liquor) to me. I took a picture of the alcohol purchased by the minor operative as well as the change which is included in this case report. The minor operative then provided me with his description of the clerk and returned the remaining Division cash. I completed the summons.

I then returned to the store and contacted Ms. Scott. I identified myself with Division-issued credentials and advised Ms. Scott of the reason for contact. I asked Ms. Scott if she was aware ID needed to be checked for anyone who appeared to be under the age of 50 and she said she did. She did say she was aware it was a criminal offence to sell alcohol to anyone under the age 21. Ms. Scott stated "I thought she looked familiar, I thought I had seen her in before."

I served Ms. Scott with Uniform Summons and Complaint #18454, charging a violation of CRS 44-3-901(1)(b)(I) for selling, serving, giving or allowing the procuring of alcohol beverages to a person under 21 years of age, CRS 44-3-901(11)(b) for failing to verify 21+ by requiring ID. Ms. Scott was instructed to appear in Delta County Court at the address, date, and time referenced on the summons. The court date is set for 09/13/2023, at 0900 hours. Ms. Scott signed the summons and was provided with the defendant's copy. I told Ms. Scott if she did not show up at the date and time specified on the summons, a warrant would be issued for her arrest. Ms. Scott said that she understood and apologized for selling alcohol to the minor operative.

We then left the establishment.

HISTORY OF VIOLATOR:

A check of the Liquor Enforcement Division's L.E.D. system indicates KOHINOOR LLC, d/b/a/ Quick Buy Wine & Liquor, has not had a prior violation within the last year for Sell to Minor; however, it did have a violation for Sell to Minor on 05/12/2022. On 05/12/2022, Quick Buy Wine & Liquor failed an alcohol compliance check but that failure is not yet reflected in the State MLO system as of 08/11/2023 because the stipulation has not yet been signed. This violation is pending administrative action. A check with the Delta Clerk indicates that KOHINOOR LLC, d/b/a/ Quick Buy Wine & Liquor has not had any local violations. However, upon speaking with the clerk, she expressed some concerns with Quick Buy Wine & Liquor and the past failure rate.

CONCLUSION AND RECOMMENDATIONS

It can be concluded that the violation of the Colorado Liquor Code did occur. Specifically, 44-3-901(1)(b)(I) and 44-3-901(11)(b) in that employee Judy Scott sold 24oz can of Modelo (malt liquor) to the underage operative and failed to verify age by checking ID, in violation of the above statutes, to occur on the licensed premises on or about 08/07/2023.

Administrative hearing forthcoming.

OFFENDERS

Name: Scott, Judy

Subject Type:

D/L State: [REDACTED]

Race: [REDACTED]

Weight:

D/L #: [REDACTED]

Sex: [REDACTED]

Height:

S/S #:

Date of Birth: [REDACTED]

Hair: [REDACTED]

Telephone #: [REDACTED]

Eyes: [REDACTED]

Address: [REDACTED]

OTHER INVOLVED PERSONS

Name: Quick Buy Wine & Liquor,

Subject Type:

D/L State:

Race: U

Weight:

D/L #:

Sex: U

Height:

S/S #:

Date of Birth:

Hair:

Telephone #: 201-489-1556

Eyes:

Address: 750 Main Street , Delta, CO 81416

Name: [REDACTED]

Subject Type:

D/L State:

Race:

Weight:

D/L #:

Sex:

Height:

S/S #:

Date of Birth: [REDACTED]

Hair:

Telephone #:

Eyes:

Address: , ,

ASSOCIATED ATTACHMENTS

Document Name: Audio of Sale

File Name: Quick Buy Liquors .wav

ASSOCIATED IMAGES

Image Description: Quick Buy Liquor License

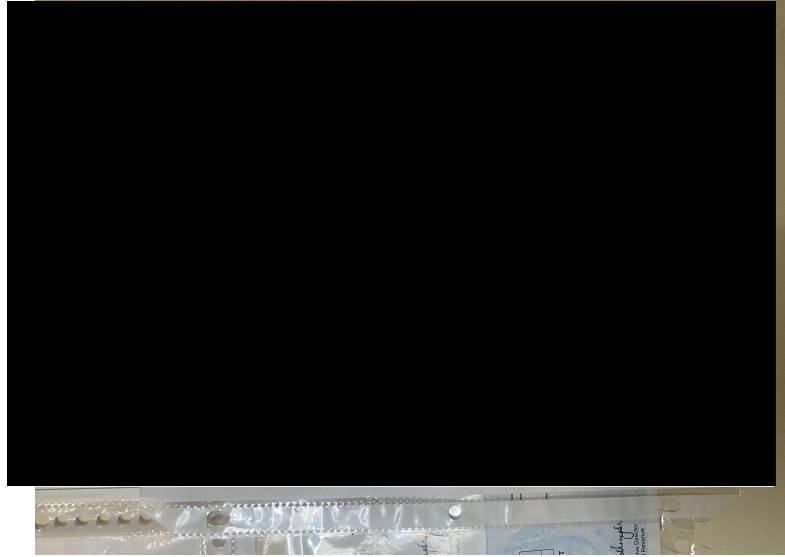


Image Description: Product



Image Description: Change and Receipt

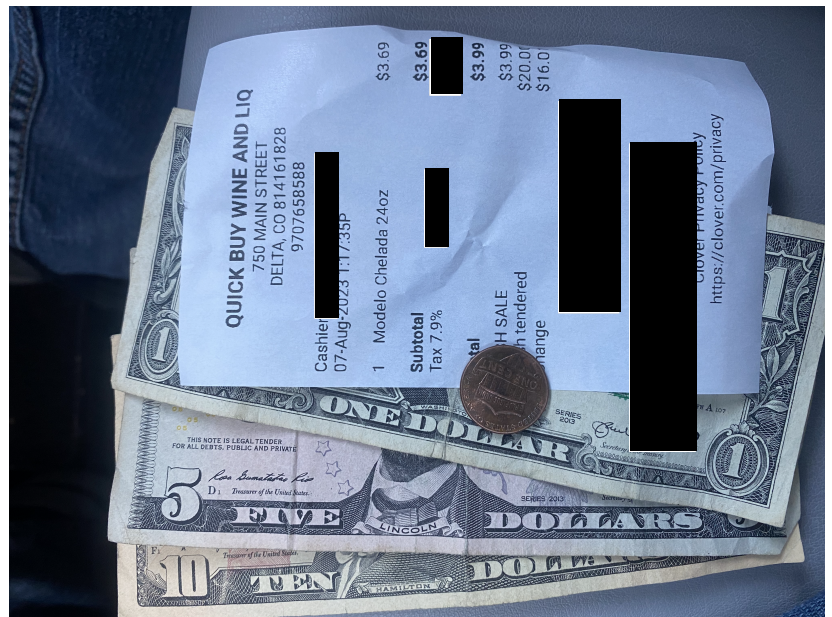
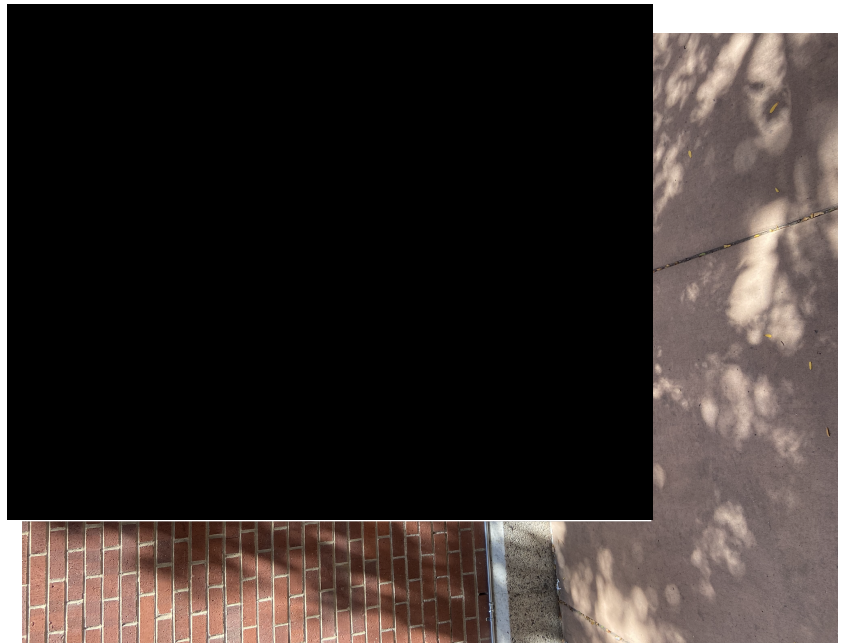


Image Description: [REDACTED]



Uniform Summons & Complaint or Penalty Assessment NO. 18454

THE PEOPLE OF THE STATE OF COLORADO VS: SSN: CR

Defendant's Address: Scott (Last Name) Judy Denise (First Middle) Date of Birth: MM/DD/YYYY 01-01-2023

Driver's License: [Redacted] State: [Redacted] License No.: 1320

Employer Name: [Redacted] Employee ID: [Redacted] Business Telephone: [Redacted]

Approximate Location of Violation, State of Colorado: On 750 MAIN STREET DELTA CO 81416 (Quick Buy liquor)

YOU ARE SUMMONED AND ORDERED TO APPEAR TO ANSWER CHARGES AS STATED BELOW IN:

CHARGES: COUNTY Delta COLORADO ON 9/13 2023 AT 0900 AM
501 Palmer Street #338 Delta

CRS 44-3-901(1)(a) Sale or service of alcohol beverages to a visibly intoxicated person. CRS 18-13-121(1)(b) Tobacco - Failure to Request/Examine Identification.
 CRS 44-3-901(1)(b)(i) Sell, serve, give or permit the procuring of alcohol beverages to a person under 21 years of age. CRS 18-13-121(2)(a) Tobacco - Purchase by a person under 18 years of age.
 CRS 44-3-901(1)(e) To obtain or attempt to obtain alcohol beverages by a person under 21 years of age by misrepresentation. CRS 18-13-122(3)(a) Possession of ethyl alcohol by a person under the age of 21.
 CRS 44-3-901(1)(f) Possession of alcohol beverages by a person under 21 years of age (M2). CRS 18-13-122(3)(b) Marijuana possession by person under the age of 21.
 CRS 44-3-901(1)(h) Sale of alcohol without License. CRS 42-2-130(2) Possession or use of license (false).
 CRS 18-13-121(1)(a) Tobacco - Furnishing to a person under 18 years of age. CRS 42-2-308(1)(c) Possession or use of license (another person).
 CRS 42-2-308(1)(e) Unlawful display/possession/use of an identification card.

CRS 44-3-901(1)(b) failed to verify 21 by checking ID

DEFENDANT'S SIGNATURE: [Redacted]

DEFENDANT'S SIGNATURE: [Redacted]

NOTICE: SEE INSTRUCTIONS REVERSE SIDE

SUMMONS	OFFENSE	PENALTY ASSESSMENT OFFENSE	MAILED ()
Without admitting guilt, I promise to appear at the time and place indicated above.		My signature is a promise to pay this penalty assessment within 20 days. With payment, I acknowledge guilt of all charges listed above and understand that if I do not pay, my signature is a promise to appear in court.	

DEFENDANT: [Redacted]

DEFENDANT: [Redacted]

NOTICE: SEE INSTRUCTIONS REVERSE SIDE

THE UNDERSIGNED HAS PROBABLE CAUSE TO BELIEVE THAT THE DEFENDANT COMMITTED THE OFFENSE(S) AGAINST THE PEACE AND DIGNITY OF THE PEOPLE OF THE STATE OF COLORADO AND AFFIRMS THAT A COPY OF THIS SUMMONS & COMPLAINT OR PENALTY ASSESSMENT WAS SERVED UPON THE DEFENDANT.

Date Issued (MM/DD/YYYY): 09/09/23 Officer Last Name (Print): [Redacted] Office: [Redacted] NO. 22-04

SPECIAL REQUIREMENTS FOR MINORS: (Persons under 18 years of age) If you are required to appear in court, you must be accompanied by a parent or guardian. DR 8050 (06/05/18)

THIS IS A LEGAL DOCUMENT READ BOTH SIDES

COURT COLORADO LIQUOR ENFORCEMENT DIVISION

**CITY OF DELTA, COLORADO
ORDINANCE NO. 1, 2024**

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING CHAPTER 8.24 OF THE DELTA MUNICIPAL CODE
DECLARING GAMBLING AS A PUBLIC NUISANCE

WHEREAS, the City of Delta (“City”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Delta Home Rule Charter (“Charter”); and

WHEREAS, pursuant to C.R.S. § 31-15-401(c), the City has the power and authority to declare what is a nuisance, to abate the same, and to impose fines upon parties who may create or continue nuisances or suffer nuisances to exist; and

WHEREAS, pursuant to C.R.S. § 31-15-401(o), the City has the power and authority to enact and enforce ordinances prohibiting gambling and the use of any gambling device; and

WHEREAS, pursuant to C.R.S. § 16-13-303, the Colorado Legislature has declared that every building or part of a building, every vehicle, and any real property shall be deemed a class 1 public nuisance when, among other things, it is used or designed and intended to be used as gambling premises or as a place where any gambling device or gambling record is kept, as those terms are defined by statute; and

WHEREAS, the City Council has previously enacted Chapter 8.24 of the Delta Municipal Code to declare certain activities and circumstances as nuisances and providing for the prohibition and abatement of nuisances; and

WHEREAS, based on reports and information provided by the Delta Police Department concerning the proliferation of illegal gambling devices being operated within the City of Delta, the City Council finds and determines that illegal gambling and gambling devices should be deemed public nuisances subject to regulation under Chapter 8.24 in addition to existing state laws; and

WHEREAS, the City Council determines that it is in the best interests of the public health and safety of the citizens of Delta to amend the Delta Municipal Code as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Gambling Declared a Public Nuisance. Section 8.24.010 of the Delta Municipal Code is hereby amended by the addition of a new Section 8.24.010(B)(10) as follows:

10. Professional gambling, operation of a gambling premises, keeping of a gambling record, and keeping, operation or use of a gambling device, all as defined in C.R.S. § 18-10-102 as now existing or as may be hereafter amended.

3. Effective Date. This Ordinance shall become effective thirty (30) days after final passage and publication pursuant to Section 19(c) of the Charter.

INTRODUCED on _____, 2024, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

INTRODUCED a second time at a meeting of the City Council on _____, 2024, read by title and number, passed, approved, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Date: March 19, 2024 Council Meeting
To: City Council
From: Adam Suppes, Electric Department Manager
Cc: Elyse Casselberry, City Manager
Subject: Total Power Requirements Power Purchase Agreement Approval and Amending the Delta Municipal Code to Reaffirm and Codify the Establishment of an Electrical Utility Enterprise

Overview

The Current Contract the City has with MEAN for the total power supply to Delta is a contract that was created in 1982. MEAN's Board and Staff has been working for 2 years to update the contract for all the members that receive the long term total power requirements thru them.

The Changes were needed due to changes in the industry, markets and regulation. The main change is how the contract term is addressed. With a shift in how power is being generated and purchased across the country where the old way was to build large plants and transmit it to the community, that community could point a finger to where the energy is coming from. Today there a multitude of location power is generated causing difficulty in adding the term of the debt service and obligations for each community to be committed to. The new contract will last thru the current term with a automatic 5 year extension every 5 years allowing for proper long term planning of resources.

The City's Attorney along with other Colorado Attorneys have made adjustments to this to accommodate the TABOR mandates. Due to the requirements the Ordinance has wording establishing the Municipal Light and Power as an Enterprise fund for the term of the SSM contract.

Cost to City: There is no cost change the City the updated contract will retain all the current costs associated with the purchase of whole sale power from MEAN

Recommendation: Staff recommends Council move to Approve on first reading Ordinance #2, 2024.

CITY OF DELTA, COLORADO
ORDINANCE NO. 2, 2024

AN ORDINANCE AUTHORIZING AND DIRECTING EXECUTION OF THE AMENDED AND RESTATED TOTAL POWER REQUIREMENTS POWER PURCHASE AGREEMENT BY THE CITY OF DELTA, COLORADO, WITH THE MUNICIPAL ENERGY AGENCY OF NEBRASKA; TO ACKNOWLEDGE AND PROVIDE FOR LIMITATIONS ON USE OF THE ELECTRICITY; AND AMENDING THE DELTA MUNICIPAL CODE TO REAFFIRM AND CODIFY THE ESTABLISHMENT OF AN ELECTRICAL UTILITY ENTERPRISE

WHEREAS, the City of Delta (“City”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Delta Home Rule Charter (“Charter”); and

WHEREAS, Section 38 of the Charter provides for the establishment and operation of a municipal light and power system including authorization for the City to issue interest-bearing revenue bonds payable solely out of the earnings and revenues of the system; and

WHEREAS, the provisions of Section 38 of the Charter are generally consistent with the intent and purpose of operating the City’s electrical utility system as an “Enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the City has previously acknowledged and reaffirmed its authorization and intent to operate the electrical utility system as an Enterprise, including without limitation by the City’s approval and enactment of Ordinance No. 3, 2005; and

WHEREAS, the City Council desires again to reaffirm that the electrical utility system is established as an Enterprise and to codify the same in the Delta Municipal Code; and

WHEREAS, in connection with operation of its electrical utility system, the City contracts with the Municipal Energy Agency of Nebraska (“MEAN”) to provide electricity to the City; and

WHEREAS, the City Council hereby finds and declares it to be in the public interest and in the interest of the customers of the City’s electric utility that the City adopt and execute Service Schedule M, Amended and Restated Total Power Requirements Power Purchase Agreement with MEAN.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Electrical Utility Enterprise. The Delta Municipal Code is hereby amended by the addition of a new Section 13.04.220 as follows:

13.04.220 Electrical System Enterprise.

The City’s Municipal Light and Power System, as authorized pursuant to Section 38 of the Home Rule Charter, including the City Electric System as defined in Section 13.04.010 of the Municipal Code, has been established and shall be operated as an “Enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution.

3. Approval of MEAN Contract. It is hereby ordered and directed that the City of Delta, acting through its Mayor and City Clerk, execute Service Schedule M, Amended and Restated Total Power Requirements Power Purchase Agreement, a copy of the schedule being attached hereto and made a part hereof. The City of Delta does hereby adopt and approve each of the objectives, terms and conditions set forth in Service Schedule M.

4. Acknowledgements. The City acknowledges that certain of the generating facilities used by MEAN to provide electricity to the City have been financed with tax-exempt bonds and the use of the electric output of such generating facilities is restricted by federal tax regulations. In order to permit MEAN to comply with such federal tax regulations, the City agrees to use all of the electricity delivered to it by MEAN solely to serve customers in its long-term service area pursuant to generally applicable and uniformly applied rates and charges. “Long-term service area” means any area that the City has provided electric service to for at least ten years. Any other use, resale or remarketing of the electricity delivered by MEAN to the City must be approved in writing by MEAN.

5. Effective Date. This Ordinance shall become effective thirty (30) days after final passage and publication pursuant to Section 19(c) of the Charter.

INTRODUCED on _____, 2024, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

INTRODUCED a second time at a meeting of the City Council on _____, 2024, read by title and number, passed, approved, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

SERVICE SCHEDULE M

Amended and Restated Total Power Requirements Power Purchase Agreement

This agreement, dated June 1, 2024, is made by and between the Municipal Energy Agency of Nebraska (MEAN) and the City of Delta, Colorado (Participant) to be effective as of the Effective Date provided below. With regard to participants that have executed an Original Agreement: This agreement was made originally as of October 1, 2012, and is hereby amended and restated effective as of the Effective Date provided below, by and between MEAN and the Participant.

WITNESSETH:

WHEREAS, MEAN is authorized and empowered under the Act to purchase or lease any plant, works, system, facilities and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, transmission, conservation, transformation, distribution, purchase, sale, exchange or interchange of electric power and energy, or any interest therein or right to capacity thereof, and to purchase electric power and energy from any source located within or without the State of Nebraska; and

WHEREAS, the Participant owns and operates certain electric distribution systems, and may own and operate electric generating facilities or a transmission system, or both, and may have a contract for the direct purchase of firm power and energy from WAPA; and

WHEREAS, MEAN is willing to sell to the Participant all of the Participant's electric power and energy requirements, in excess of existing WAPA allocations and certain limited resources as set forth herein, on a wholesale basis; and

WHEREAS, the Participant has determined that it is desirable to enter into this Agreement to purchase electric power and energy from MEAN; and

WHEREAS, MEAN has issued or intends to issue notes, bonds or other evidences of indebtedness to enable it to accomplish the efficient supplying of electric power and energy to the Participant and other contracting entities, public or private, and in order to issue such notes, bonds or other evidences of indebtedness it is necessary for MEAN to have binding contracts with the Purchasers and to pledge the payments to be received pursuant to such contracts as security for the payment of such notes, bonds or other evidences of indebtedness, all as may be required by the bond resolution or other document pursuant to which such obligations shall be issued; and

WHEREAS, to the extent MEAN and the Participant have previously entered into a Service Schedule M, Total Power Requirements Power Purchase Agreement (referred to herein as the "Original Agreement"), MEAN and the Participant desire to amend and restate the Original Agreement in its entirety, effective as of the date set forth below, on the terms set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

SECTION I
Definitions

- 1.01 Capitalized terms used in this Agreement and the Exhibits but not otherwise defined shall have the meaning set forth in Exhibit A.

SECTION II
Service to be Provided

- 2.01 MEAN shall sell and deliver to the Participant and the Participant shall take from MEAN and pay MEAN for all electric power and energy required by the Participant for the operation of its electric system, less power and energy allocated and delivered to the Participant from WAPA (WAPA Allocation). Such power shall include required operating reserves. If the Participant's WAPA Allocation is terminated or modified, then, pursuant to this paragraph, the Participant's power and energy requirements not supplied by WAPA shall be supplied by MEAN, provided, however, that unless otherwise agreed by MEAN in writing, power and energy requirements related to any increase in the WAPA Allocation shall continue to be supplied by MEAN and the increase in WAPA Allocation will be treated as if it were a MEAN generation resource for billing purposes.
- i. Environmental Attributes.
- a. Participant acknowledges that MEAN may from time to time offer specified levels of renewable energy by contract to its participants and that participants executing renewable energy agreements with MEAN are entitled to certain environmental attributes associated with the power and energy sold under such renewable agreements. Accordingly, the power and energy sold to Participant under this Agreement shall exclude any environmental attributes associated with energy sold under such renewable agreements.
- b. Participant shall not resell environmental attributes associated with WAPA firm electric service.
- ii. PURPA: MEAN's administration and implementation of PURPA shall be as provided in the applicable Policies and Procedures (currently the Renewable Distributed Generation Policy).
- 2.02 MEAN shall serve as Participant's exclusive agent for transmission of firm power and energy on the transmission system of the applicable transmission provider (Transmission Provider), which shall be Tri-State Generation and Transmission Association, Inc. or any RTO, ISO, or market operator to which such party transfers functional control of its transmission facilities. As part of this service, to the extent applicable in a market, MEAN will be responsible for determining the appropriate methodology for congestion hedging related to service to Participant as provided in Section 5.10.
- 2.03 If at any time Participant receives firm electric service from WAPA, MEAN shall serve as Participant's exclusive agent for scheduling and transmission of firm power and energy from WAPA, including without limitation WAPA's Loveland Area Projects (LAP), Salt Lake City Integrated Projects (SLC) and Upper Great Plains (UGP). As scheduling agent for Participant's firm power and energy from WAPA, MEAN will use reasonable efforts to ensure WAPA power is scheduled to comply with contractual requirements currently required under the Participant's contract with WAPA, and will use reasonable efforts to schedule WAPA power to the maximum advantage of the Participant. MEAN will manage all

market activities related to the firm power and energy from WAPA, including without limitation retaining all benefits and expenses in the markets. The Participant shall advise WAPA, in writing, that MEAN is designated by the Participant, pursuant to this Agreement, as the scheduling and transmission agent for the Participant's allocation(s) of WAPA capacity and energy, and that the Participant requests that all communications to Participant pertaining to the Participant's WAPA power allocation(s) or transmission service arrangements shall also be copied to MEAN, and that all communications to MEAN pertaining to the Participant's WAPA power allocation(s) or transmission service arrangements shall also be copied to Participant.

- 2.04 Integrated Resource Planning: During and for the term of this Agreement, MEAN will include Participant in MEAN's integrated resource planning.
- 2.05 NERC Responsibilities: MEAN's NERC standards obligations shall be limited to the MEAN duties regarding NERC compliance described in the applicable Policies and Procedures (currently Article II of the AMPP).
- 2.06 Other Services: MEAN may from time to time offer other rate-based services to Participant, which services will be subject to the terms and conditions issued by MEAN. The terms and conditions for such rate-based services may be modified at any time by MEAN and will apply to Participant upon issuance. MEAN may also from time to time offer non-rate based services to Participant by separate written agreement.
- 2.07 Notwithstanding anything to the contrary in this Agreement, Participant consents and agrees that MEAN may perform any and all of its duties and exercise its rights and powers under this Agreement by or through agents, subcontractors or employees appointed by MEAN. In addition, MEAN may delegate any or all of its duties under this Agreement to agents, employees or third parties appointed by MEAN.

SECTION III

Term

- 3.01 If the Effective Date set forth in Exhibit A is April 1, 2024, the Term is as follows: The initial term of this Agreement shall begin as of the Effective Date and shall continue for thirty (30) years. Commencing on April 1, 2029 and on each fifth anniversary of April 1 thereafter (each an "Extension Date"), the term of this Agreement will extend automatically for five additional years, so that the term will be thirty (30) years from such Extension Date, unless and until terminated as provided below, provided, however, that Participant will remain responsible for the amount equal to its Share, as defined below in Section 3.03.vi., multiplied by the Unfunded Resource Obligations, as defined below in Section 3.03.v.
- 3.02 If the Effective Date set forth in Exhibit A is later than April 1, 2024, the Term is as follows: The initial term of this Agreement shall begin as of the Effective Date and shall continue through March 31, 2054. Commencing on April 1, 2029 and on each fifth anniversary of April 1 thereafter (each an "Extension Date"), the term of this Agreement will extend automatically for five additional years, so that the term will be thirty (30) years from such Extension Date, unless and until terminated as provided below, provided, however, that Participant will remain responsible for the amount equal to its Share multiplied by the Unfunded Resource Obligations.

3.03 Termination:

- i. Either the Participant or MEAN may terminate the Agreement effective at the end of the then-current term by providing written notice to the other party within the applicable Notice Window, as defined below. Notice of termination may not be withdrawn unilaterally.
- ii. Notice Window shall mean the one (1) year period corresponding to MEAN’s Fiscal Year which ends twenty-five (25) years prior to the desired date of termination, which Notice Window will occur every five (5) years beginning the first day of MEAN’s Fiscal Year in 2028.
- iii. Examples of the Notice Window and Termination Date concepts are set forth below:

Notice Window (MEAN Fiscal Year)	Termination Date (if termination notice is provided during the applicable Notice Window)	Extension Term (if neither party provides termination notice during the applicable Notice Window)
2028-2029	March 31, 2054	Through March 31, 2059
2033-2034	March 31, 2059	Through March 31, 2064
2038-2039	March 31, 2064	Through March 31, 2069
2043-2044	March 31, 2069	Through March 31, 2074
2048-2049	March 31, 2074	Through March 31, 2079
2053-2054	March 31, 2079	Through March 31, 2084

- iv. MEAN shall have an estimate prepared of Agency Resource Obligations. This estimate shall be prepared on or before the January 1 immediately preceding the start of each Notice Window. MEAN may use a third-party to prepare all or some portion of each estimate. Each estimate shall be provided to a Participant upon request. If requested by MEAN, a Participant shall keep each estimate confidential. Each estimate is non-binding. Each estimate is provided only for informational purposes. Each estimate is only applicable to this subsection, and is not applicable to subsection vii below. The invoiced amount, under subsection vii below, is expected to vary from each estimate under this subsection, and the invoiced amount may be substantially higher than the estimate. The reasons for any such variation include, but are not limited to, the following:

- 1. This is an estimate;
- 2. The estimate of costs and expenses paid or incurred or to be paid or incurred by MEAN associated with or resulting from the termination, retirement from service and decommissioning of, Related Projects, which is one component of the Agency Resource Obligations, may be from third-party sources, and not from the owners or operators of the Related Projects; and
- 3. The estimate is made as of the applicable Notice Window, yet the invoiced cost will not be determined until the corresponding Termination Date (which is approximately 25 years after the applicable Notice Window).

MEAN has no obligation to update any estimate provided per this subsection.

- v. Unfunded Resource Obligations shall mean an amount determined by MEAN to be the portion of the following that remains unfunded as of the Termination Date: (i) an estimate of any and all costs and expenses paid or incurred or to be paid or incurred by MEAN associated with or resulting from the termination, retirement from service and decommissioning of, Related Projects; (ii) any and all notes, bonds or other evidences of indebtedness issued by MEAN or by the Public Power Generation Agency or its successor, outstanding as of April 1, 2024 and associated with one or more Related Project; and (iii) any and all notes, bonds or other evidences of indebtedness issued to refund the notes, bonds or other evidences of indebtedness described in (ii).
- vi. Share shall mean a ratio equal to that utilized by MEAN, in the Fiscal Year in which termination of this Agreement occurs, to calculate Participant's share of fixed costs. The method for determining such ratio shall be the same as the method used to calculate Participant's share of fixed costs under the then-current Schedule of Rates and Charges under Section IV.
- vii. On or before the December 1 immediately preceding the scheduled expiration or termination of this Agreement, MEAN shall prepare an invoice calculating the amount equal to Participant's Share multiplied by the Unfunded Resource Obligations. Participant shall pay MEAN the invoiced amount in accordance with the terms noted on the invoice. Payment in full of such amount shall be received by MEAN no later than the scheduled expiration or termination of this Agreement.
- viii. The provisions of this Section 3.03 shall survive expiration or termination of this Agreement.

3.04 Transition of Market Registration upon Expiration or Termination: This Section 3.04 is applicable to Participants whose load or resources are registered in a market at the time of scheduled expiration or termination of this Agreement. Participant agrees to make the necessary arrangements pursuant to the applicable Rules for (i) or (ii) below to facilitate a timely transition upon expiration or termination of this Agreement: (i) for Participant to become a market participant of the applicable market and meter agent for the loads and resource(s) which are the subject of this Agreement and manage settlements, transmission services, participate in the transmission congestion rights process, and perform capacity and resource adequacy reporting and requirements, or (ii) to transfer responsibility to a third-party market participant for market participation, meter agent submittals and settlements for such loads and resource(s) and for management of settlements, transmission services, participation in the transmission congestion rights process, and performance of capacity and resource adequacy reporting and requirements. Participant will meet the applicable Authority deadlines for a timely transition.

- i. If Participant does not timely transition upon expiration or termination of this Agreement as described above, the time period, if any, between the expiration or termination of the Term and the date of timely transition shall be referred to herein as the Late Transition Period. Unless and until MEAN and its third-party market participant are relieved of all responsibility for market participation, meter agent submittals, settlements, management of transmission services, participation in the transmission congestion rights process, and performance of capacity and resource adequacy reporting and requirements, on Participant's behalf to and by the market operator, services may continue as provided in this Agreement or MEAN, in its sole discretion, at any time:
 - a. may elect to cease providing services to Participant, or

- b. may elect to cease marketing Participant's load and resources but continue providing some or all of the other services to Participant, or
- c. may elect to continue marketing Participant's load and resources but cease providing some or all of the other services to Participant.

During the Late Transition Period, MEAN in its sole discretion may pass through any third party charges/credits incurred for Participant's load and resources in lieu of the standard charges for power and energy under the Schedule of Rates and Charges described in Section 4.02. For services provided during any time period in which the standard charges for power and energy under the Schedule of Rates and Charges are not applied to Participant, the Late Transition Rate described in Section 4.03.ii. shall apply, except with regard to the following: the pass-through function for resettlements and back charges, which shall be charged as set forth in Section 4.09. Regardless of MEAN's election under this paragraph, during the Late Transition Period MEAN will continue to pass-through third-party charges related to transmission, subtransmission, distribution, losses, ancillary services, the WAPA Allocation and other charges as provided in this Agreement.

If MEAN elects to continue providing any services during the Late Transition Period, the terms and conditions of this Agreement shall continue to apply but may be modified by MEAN at any time upon fifteen (15) days' advance written notice to Participant. If MEAN elects to discontinue providing some or all of the services during the Late Transition Period, the terms and conditions of this Agreement requiring MEAN to perform such services shall no longer be applicable, but all other terms and conditions of this Agreement shall remain in effect through the Late Transition Period.

- ii. Participant acknowledges and agrees that in the event of a termination of services as permitted by this Section 3.04, MEAN shall not be responsible for any penalties or charges incurred by the Participant arising out of or in connection with the termination of services, including, without limitation, market charges (such as day ahead, real-time, imbalance charges), fees and charges for transmission, ancillary services, applicable Authority fees and charges, taxes, and any applicable surcharges, and MEAN shall pass through to Participant, and Participant shall pay, any and all such penalties or charges incurred by MEAN or its third-party contractor related to market participation or performance of the duties of a meter agent.
- iii. The provisions of Section 3.04 shall survive expiration or termination of this Agreement.

SECTION IV Rates; Charges; Payments

- 4.01 Operating Expenses: Payments made by the Participant under this Agreement shall be made as an operating expense of the Participant's electric utility system, or other integrated utility system of the Participant of which the Participant's electric utility system may be a part, and from other funds of such system legally available therefor.
- 4.02 Modification of Schedule of Rates and Charges: The provisions of the Schedule of Rates and Charges may be modified or adjusted by the following procedures:

- i. Rate Review. The Schedule of Rates and Charges for service hereunder shall be contained in Exhibit B, as such Exhibit may be amended from time to time. MEAN shall design the Schedule of Rates and Charges for Total Requirements Service in accordance with this Agreement, which rates shall be nondiscriminatory, fair and reasonable (based primarily upon the cost of providing the electric power and energy or the service to which the rate or charge relates) and designed to be sufficient, but only sufficient, along with all other revenues of MEAN, to pay all Project Costs. The ratemaking methods used to develop these rates and charges shall be consistent with prudent utility wholesale rate-making procedures with the objective of recovering all Project Costs. These rates shall be determined by the Board of Directors of MEAN.

At such intervals as it shall determine appropriate, but in any event at least once each calendar year, the Board of Directors of MEAN shall review and, if necessary, revise the Schedule of Rates and Charges to insure that the rates thereunder continue to cover its estimate of the revenue requirements. Notice of such rate revisions shall be given to the Participant in accordance with the applicable Policies and Procedures for such notice, which Policies and Procedures shall provide that notice shall be given at least fifteen (15) days prior to the date the revised rate becomes effective.

The rates and charges established pursuant to this Agreement may contain various components including without limitation the following: fixed cost recovery charge, energy charge, green energy charge, renewable energy credit purchase charge, customer charge, automatic adjustment clauses including but not limited to a pooled energy adjustment, and a demand charge.

MEAN agrees that it will not charge any Purchaser rates more favorable than the rates charged Requirements Purchasers other than sales of surplus electric power and energy and sales to Contract Purchasers.

- ii. Records and Accounting: MEAN shall keep, or cause to be kept, accurate records and accounts in accordance with accounting principles generally accepted in the United States of America for regulated utilities. Participant shall have the right at any reasonable time to examine such accounts. MEAN shall cause such accounts to be audited annually by a firm of independent public accountants and shall make such audits available to Participant.
- iii. The Participant hereby recognizes that the Schedule of Rates and Charges in effect from time to time shall at all times be designed to ensure compliance by MEAN with the provisions of any Board Resolution with respect to Bonds outstanding.

4.03 The Schedule of Rates and Charges, as it may be modified from time to time, shall apply to Participant unless MEAN elects to pass through third party charges/credits for Participant's load and resources as described in Section 3.04. In addition, the following provisions shall apply:

- i. Termination Fee: The following termination fee shall apply if Participant's load or resources are registered in a market at the time of expiration or termination of this Agreement, due to the need for market registration arrangements to be changed with the market operator when the Participant transitions to a new market participant: Participant shall pay MEAN an administrative fee for any MEAN time required to unwind or change the market registration arrangements that were set up for the Participant pursuant to this Agreement. The

administrative fee shall be charged at MEAN's then-current hourly rate (subject to change from time to time as provided in the Schedule of Rates and Charges or upon written notice from MEAN to Participant) (Administrative Fee) plus any costs incurred from MEAN's third-party market participant and any costs assessed by the RTO/ISO or market operator. The provisions of this Section 4.03.i. shall survive expiration or termination of this Agreement.

- ii. Late Transition Rate: The rate for any services MEAN elects to provide during any time period in which the standard charges for power and energy under the Schedule of Rates and Charges are not applied to Participant, excluding the pass-through function for resettlements and back charges which shall be charged as set forth in Section 4.09, shall be two hundred percent (200%) of MEAN's then-current hourly rate, per month, plus any costs incurred from MEAN's third-party contractor related to market participation (collectively referred to as the Late Transition Rate). The provisions of this Section 4.03.ii. shall survive expiration or termination of this Agreement.

4.04 Invoices shall be rendered, and payment shall be made, in accordance with the General Terms and Conditions of Service. Except as provided in Section 12.02, the provisions of the General Terms and Conditions of Service govern any dispute by Participant of all or any part of the charges submitted by MEAN.

4.05 Governmental Imposition: The rates charged under this Agreement will be adjusted to reflect the impact of any Governmental Imposition. In addition, any Governmental Imposition assessed to MEAN after expiration or termination of this Agreement and relating to or arising out of service under this Agreement shall be passed through by MEAN to Participant and shall be paid by Participant.

4.06 If and to the extent MEAN is billed therefor, MEAN shall invoice Participant on a cost pass-through basis for firm capacity and energy allocations from WAPA and the cost of transmission, subtransmission, distribution, applicable losses as described in Section 5.08, and associated ancillary services. The provisions of this Section 4.06 shall survive expiration or termination of this Agreement.

4.07 Power Factor: If the Participant's power factor at any Point of Delivery is less than the percentage required by the Transmission Provider or any intervening carrier agency, the rates may be adjusted to reflect the required power factor and any third party charges, fines or penalties will be passed through to Participant.

4.08 Adjustments to Rates and Charges: In the event revenue collected through the applicable rates and charges in a Fiscal Year is not sufficient to cover actual costs and actual costs include costs applicable to service during the term of this Agreement, the MEAN Board of Directors may at its discretion assess a charge to Participant to recover Participant's share of such undercollection, and Participant will pay such charge regardless of whether it is assessed during or after the term of this Agreement. Similarly, in the event revenue collected through the applicable rates and charges in a Fiscal Year exceeds actual costs for such Fiscal Year and actual costs included costs applicable to service during the term of this Agreement, the MEAN Board of Directors may at its discretion issue a credit to Participant equal to Participant's share of such overcollection, regardless of whether the credit is issued during or after the term of this Agreement. MEAN will invoice and/or remit payment to Participant, as applicable, for amounts due under this Section 4.08. The provisions of this Section 4.08 shall survive expiration or termination of this Agreement.

- 4.09 Prior Period Adjustments and Resettlements: Back charges and credits assessed by a third party relating to or arising out of transmission service or market resettlements shall be paid as follows regardless of whether such amounts are assessed during or after the term of this Agreement: (i) MEAN will accumulate such charges and credits and periodically invoice and/or remit payment to the Participant for the net accumulated total during the eighteen (18) month period after expiration or termination of this Agreement; (ii) Participant will pay or reimburse MEAN for any such accumulated net charges invoiced; and (iii) Participant will receive any such accumulated net credits remitted. After the initial eighteen (18) month period after expiration or termination of this Agreement, MEAN will monitor such charges and credits and may invoice and/or remit payment to the Participant for the net accumulated total if the amount is deemed material in MEAN's sole discretion. This Section 4.09 shall include without limitation prior period adjustments and resettlements by an Authority, but shall not apply to charges and credits associated with congestion hedging activity which are addressed in Section 5.10. In addition, MEAN will charge the Administrative Fee for this pass-through function. The provisions of this Section 4.09 shall survive expiration or termination of this Agreement.

SECTION V

Service Characteristics; Point of Delivery; Transmission; Point of Measurement; Facilities; Interruption of Service

- 5.01 MEAN, at all times, will exercise reasonable care and diligence in scheduling its energy so as to furnish the Participant, as nearly as practicable, a continuous supply of electric power and energy. The electric power and energy supplied hereunder shall be delivered at the Point of Delivery. The Participant agrees that any anticipated material changes in, or additions to, its total connected load, other than changes or additions resulting from normal load growth, shall be reported to MEAN in writing sufficiently in advance of any such changes to enable MEAN to accommodate such changes.
- 5.02 The Participant and MEAN acknowledge and agree that MEAN will use reasonable efforts to procure, if necessary, and to utilize, network integration transmission service or other firm transmission service as may be available from the Transmission Provider, from which transmission service is required to deliver power and energy from MEAN's generation resources or suppliers. The Participant acknowledges that transfers of functional control by the Transmission Provider of its transmission facilities to another RTO, ISO, market operator or other third party, or any corresponding change in configuration for delivery of electric power and energy for Participant, are outside the control of MEAN.
- 5.03 In the event MEAN agrees to utilize Participant's service agreement for network integration transmission service, if any, with the Transmission Provider in lieu of MEAN procuring or utilizing network integration transmission service in MEAN's name, Participant shall designate MEAN as its transmission agent on the Transmission Provider's system for delivery of firm power and energy from MEAN and Transmission Provider. Participant shall also designate WAPA resources and this Agreement as network resources on the Transmission Provider's system. For purposes of clarity, Participant will notify Transmission Provider in writing that a copy of all transmission notifications shall be sent to MEAN, along with the original copy to Participant for its records. Participant will consult MEAN and obtain MEAN's consent prior to modifying its service agreement for network integration transmission service with Transmission Provider, including without limitation any changes to the designated network resources, network loads, delivery points, points of receipt, or voltages.
- 5.04 Participant's Network Service Delivery Point: The Parties further agree that if Participant desires to modify its service agreement for network integration transmission service with the Transmission

Provider to specify a new delivery point for network service to Participant, MEAN and Participant will coordinate efforts to determine the impact of the new or multiple delivery points. Any and all costs associated with the new delivery point(s), including but not limited to transmission facilities charges, transmission interconnection charges and charges for ancillary services, shall be borne by Participant.

- 5.05 In no event shall the Point of Delivery be interpreted to require the use of a specific transmission, subtransmission or distribution service path. Participant acknowledges and agrees that MEAN does not own or operate the transmission subtransmission or distribution service systems used to serve the Participant, and therefore, Participant will hold MEAN harmless from and will reimburse MEAN for all costs incurred by MEAN in connection with transmission service to the Participant due to changes in the Point of Delivery, Transmission Provider, or the transmission, subtransmission or distribution service.
- 5.06 If the Participant requires any service across an intervening system to deliver power and energy from the Point of Delivery to the Participant's system, such service and the charges therefor, shall be the responsibility of Participant. MEAN may agree to procure such service for the Participant. MEAN will pass through to Participant, and Participant will reimburse MEAN for, all costs of such service, in addition to any other transmission charges payable by the Participant to MEAN under this Agreement.
- 5.07 The Point of Measurement, which is the point(s) where electric power and energy are metered for the purpose of billing, shall be as set forth in Exhibit D. Metered quantities may be adjusted for losses to the Point of Delivery.
- 5.08 The Participant is responsible for all costs associated with transmission, subtransmission and distribution for delivery of firm power and energy to Participant, including without limitation impact studies or transmission facilities necessary for the procurement or for maintaining the Network Integration Transmission Service Agreement. In addition, MEAN may pass through to Participant, or may adjust billings to Participant to account for, any applicable losses related to delivery of firm power and energy to Participant under this Agreement. MEAN will not be responsible for facility upgrade costs. The provisions of this Section 5.08 shall survive expiration or termination of this Agreement.
- 5.09 Participant is responsible to pay for ancillary service schedules for scheduling, system control and dispatch service, reactive supply and voltage control, and regulation frequency response service, FERC assessment charge and other schedules that may be charged under the applicable Rules. MEAN in its sole discretion may from time to time elect to rate-base all or a portion of any such charges.
- 5.10 MEAN in its sole discretion will determine the appropriate methodology for congestion hedging related to service to Participant, including without limitation auction revenue rights, transmission congestion rights and financial transmission rights. MEAN will receive and retain all charges and credits associated with such congestion hedging activity.
- 5.11 Participant's Lines and Equipment: Participant agrees to install the necessary equipment at each Point of Delivery based on requirements of the Transmission Provider or any intervening carrier agency, including without limitation the following:
- i. such protective equipment at any Point of Delivery as the Transmission Provider or intervening carrier agency in its discretion may deem necessary,

- ii. such equipment as the Transmission Provider or intervening carrier agency in its discretion may deem necessary to address power factor or voltage regulation, and
- iii. such equipment as the Transmission Provider or intervening carrier agency in its discretion may deem necessary to reasonably limit fluctuations and disturbances determined by MEAN, the Transmission Provider, or intervening carrier agency to be objectionable. Power shall be used in such a manner as will not cause objectionable voltage fluctuations or other electric disturbances on the interconnected transmission system. The Participant shall notify MEAN immediately of any defect, trouble or accident which may, in any way, affect the delivery of power by MEAN to the Participant.

Any third party charges, fines or penalties assessed to MEAN relating to requirements of the Transmission Provider or any intervening carrier agency as described in this Section 5.11 will be passed through to Participant.

- 5.12 All lines, substations and other electrical facilities (except metering equipment installed by MEAN) located on the Participant's side of the Point of Delivery shall be furnished, installed and maintained by the Participant.
- 5.13 Interruption of Service: In events that could precede the declaration of an emergency on the system of Transmission Provider, intervening carrier agency or balancing authority, the Participant agrees to institute the same system of scheduling, limiting or curtailing service to its customers as requested by the balancing authority.

SECTION VI RTO/ISO

- 6.01 The Parties agree to work together in good faith to make necessary or desired changes to the terms and conditions of this Agreement to honor the intent of this Agreement in the event the Transmission Provider transfers functional control of its transmission system to an RTO, ISO, or market operator or otherwise transfers functional control to another entity.

SECTION VII Metering and Telemetry

- 7.01 Participant shall provide or cause to be provided telemetry data access to MEAN, or access to MEAN to access the data recorder (or successor recorders which must be compatible with the then-current MEAN equipment) located at the Point of Measurement, for scheduling and billing purposes. Any and all costs associated with replacing and maintaining the data recorders in order to stay compatible with MEAN's system shall be borne by the Participant.
- 7.02 The Participant and applicable Transmission Provider will determine the appropriate revenue metering equipment. MEAN has installed or will install a data recorder from which to schedule the load and/or generation or has arranged alternate methods to collect and record metering data for Participant to ensure accurate billing or to schedule the load and generation. Any costs of MEAN equipment, maintenance and communication with MEAN's telemetry will be borne by MEAN. Any cost charged by the applicable Transmission Provider as part of its transmission services, including metering and communication costs, will be paid for by the Participant.

- 7.03 The Participant shall permit the use of its available housing and other facilities for MEAN's metering equipment, and MEAN shall grant to the Participant space, if available, for check metering installations.
- 7.04 Right of Access: MEAN, the Transmission Provider and any intervening carrier agency shall have access to the Participant's premises at all reasonable times for the purpose of reading meters and for installing, testing, repairing, renewing, exchanging or removing any or all equipment installed by MEAN or third parties.
- 7.05 Participant's Responsibility for MEAN's Property: All meters and other facilities furnished by MEAN and installed on the Participant's property shall be and remain MEAN's property, and the right to remove, replace or repair such meters and other facilities is expressly reserved to MEAN. The Participant shall exercise due care to protect MEAN's property located on the Participant's premises, and MEAN shall exercise due care to protect the Participant's property located on MEAN's premises.

SECTION VIII Commitment of Capacity

- 8.01 If Participant owns generating facilities receiving or approved to receive capacity compensation from MEAN as of April 1, 2024, Participant hereby, by free and willful action of its responsible authorities, contractually commits to MEAN the energy output of all such existing generating facilities, subject to Section 8.03. This Section 8.01 shall not apply to the following generating facilities: (i) Participant's owned generating facilities which were subject to a separate marketing agreement between MEAN and Participant as of April 1, 2024 under which MEAN markets such generating facilities on behalf of Participant, or (ii) Participant's owned generating facilities which were subject to a separate supplemental agreement between MEAN and Participant as of April 1, 2024 under which certain facilities are committed to MEAN or are utilized to reduce Participant's purchases of electricity from MEAN.
- 8.02 For any existing or new generating facilities of Participant not qualifying under Section 8.01, Participant hereby grants MEAN an Option to enter a capacity compensation arrangement with Participant subject to the terms of this Agreement. MEAN has the right, but not the obligation, to exercise the Option at MEAN's sole discretion within one hundred twenty (120) days of the occurrence of (i) or (ii) below or within one hundred fifty (150) days of (iii) below (each a "Condition" and collectively the "Conditions"), which Conditions and exercises may arise from time to time during the Term of this Agreement: (i) upon execution of this Agreement, (ii) upon Participant's acquisition of the facility(ies), and (iii) upon MEAN's receipt of Participant's offer under Section 8.04 or upon actual or constructive notice to MEAN of Participant's offer to sell the capacity or energy to a third party or acceptance of an offer from a third party to purchase such capacity or energy. The failure of MEAN to exercise the Option within one hundred twenty (120) days of the occurrence of (i) or (ii) above or within one hundred fifty (150) days of (iii) above, or if MEAN actually exercises the Option with regard to any of the Conditions, will not preclude or foreclose the ability of MEAN to exercise the Option at a later date in response to any future occurrence of any of the Conditions, consistent with the timelines set forth in this Section 8.02. The Option shall not expire until this Agreement is terminated.

With regard to (i) above, Participant shall, at least thirty (30) days prior to execution of this Agreement, notify MEAN in writing in accordance with Section 17.07, of the existence of any and all existing Participant generating facilities not committed to MEAN and of the opportunity to exercise the Option.

With regard to (ii) above, Participant shall, at least thirty (30) days prior to Participant's acquisition, notify MEAN in writing in accordance with Section 17.07, of the opportunity to exercise the Option.

Failure of Participant to properly and timely notify MEAN as set forth above will result in MEAN's right to exercise the Option within a period of one hundred fifty (150) days after the Executive Director of MEAN receives actual notice of the occurrence of the Condition.

- i. Upon the occurrence of any of the Conditions, the following shall occur: The Option may be exercised at the sole discretion of MEAN upon approval by the MEAN Board of Directors. A decision to exercise the Option by the MEAN Board of Directors shall give the terms of the Option immediate effect.
- ii. The terms of the Option, applicable immediately when the Option is exercised, are as follows:
 - a. MEAN shall notify Participant of the decision to exercise the Option in writing, in accordance with Section 17.07, within ten (10) days of the vote to exercise the Option by the MEAN Board of Directors.
 - b. Participant hereby, by free and willful action of its responsible authorities, contractually commits to MEAN the energy output of all such generating facilities for which MEAN exercises the Option, in exchange for a capacity compensation payment, subject to Section 8.03.

The capacity compensation payment shall be paid to Participant at the rate established by, and as may be modified from time to time by, the MEAN Board of Directors. In determining the amount of Participant's capacity compensation payment, MEAN shall classify Participant's facilities based on size, fuel type, and any other characteristics that may be established by the MEAN Board of Directors from time to time. The MEAN Board of Directors shall create and maintain standardized facility classifications, and all Participants with the same classification shall be paid the same capacity compensation amount as other Participants with the same classification.

This Section 8.02 shall not apply to the following generating facilities: (i) Participant's owned generating facilities which were subject to a separate marketing agreement between MEAN and Participant as of April 1, 2024 under which MEAN markets such generating facilities on behalf of Participant, (ii) Participant's owned generating facilities which were subject to a separate supplemental agreement between MEAN and Participant as of April 1, 2024 under which certain facilities are committed to MEAN or are utilized to reduce Participant's purchases of electricity from MEAN, or (iii) generating facilities approved by the MEAN Board of Directors to reduce Participant's purchases of electricity from MEAN.

- 8.03 The rules and regulations for determining accredited capacity shall be those rules established by the MEAN Board of Directors. Compensation for generating facilities committed to MEAN will be paid at the rate established by, and as may be modified from time to time by, the MEAN Board of Directors.
- 8.04 Participant shall not offer to sell to a third party or accept an offer for a third party to purchase, the capacity or energy from Participant's electric generating facilities, without first offering MEAN the

right to purchase rights to the capacity and associated energy. This offer will serve as a Condition under Section 8.02.

- 8.05 **Limitation on Private Business Use:** It is the intent of the Parties to preserve the tax-exempt status of any outstanding and future financing (including bonds, notes, or otherwise) used by Participant for or in relation to the generating units committed to MEAN under this Section VIII, including any improvements thereto, or which may be secured in any way by such generating units or any revenues generated therefrom (all of which shall be collectively referred to herein as the "Participant Financings"). Notwithstanding any other terms in this Agreement, MEAN represents and agrees that it has not entered into, nor will it enter into, any contract or other agreement that would jeopardize the tax exempt status of the Participant Financings (whether currently outstanding or thereafter to be issued), and it will not take any action, or fail to take any required action, that would jeopardize the tax exempt status of those bonds (whether currently outstanding or thereafter to be issued). Notwithstanding any other terms in this Agreement (including but not limited to Section XIII (regarding limitation of liability) of this Agreement), if MEAN markets, transfers or sells any capacity or energy from such generating units committed to MEAN to a third party and the use, transfer, or sale of the capacity and/or energy creates or constitutes "private business use" under the Internal Revenue Code or regulations promulgated thereunder in an amount that would affect the eligibility of interest on the Participant Financings (whether then outstanding or thereafter to be issued) for Federal tax-exempt status, MEAN agrees to indemnify and hold harmless Participant from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses and the marginal costs of the Participant Financings being declared taxable) of any kind incurred or suffered by Participant, as a result of or in connection with any use, transfer, sale, or resale of the capacity and/or energy.

SECTION IX
Right of Way

- 9.01 The Participant hereby grants the right, privilege and easement of a right of way to construct, operate and maintain, together with rights of ingress and egress, electric lines and facilities for delivery of electric power and energy hereunder over and across land owned by the Participant or land over which it may grant such permission.

SECTION X
Covenants of the Participant

- 10.01 Covenant as to Rates: Participant covenants and agrees that it will fix rates and charges for the services of its municipal electric utility system, and revise the same from time to time, and collect and account for the revenues therefrom, so that such rates and charges will produce revenues and receipts which will at all times be sufficient to enable Participant to pay the amounts payable by it hereunder when and as the same become due, to carry out its other obligations hereunder and to pay all other amounts which are payable from or a charge upon the revenue derived from the operation of its municipal electric utility system as and when the same become due.
- 10.02 The Participant agrees that it shall at all times operate or cause to be operated its municipal electric utility properly and in an efficient and economical manner, consistent with good business and Prudent Utility Practice.

- 10.03 Any payments for electric power and energy provided under this Agreement shall be payable as operating expenses of the Participant's electric system. The Participant shall not after the date of execution and delivery of this Agreement execute or adopt any instrument securing bonds, notes or other indebtedness payable from and secured by a lien on the revenues derived from the ownership or operation of its electric system unless such instrument recognizes the status of the payments referred to in the preceding sentence. This Section 10.03 shall not apply to any instrument securing bonds, notes or other evidences of indebtedness outstanding on the date of this Agreement except instruments executed or adopted during the term of the Original Agreement.
- 10.04 The Participant agrees to advise MEAN at least once each year of its estimated power supply requirements for the next fifteen (15) years.

SECTION XI
Collateral

- 11.01 MEAN may require security to ensure its risks associated with this Agreement are mitigated. If from time to time MEAN has reasonable grounds for insecurity regarding the performance of any obligation under this Agreement by the Participant, MEAN may demand Adequate Assurance of Performance. Participant hereby grants to MEAN a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of a cash deposit made by Participant pursuant to this Section. Such cash deposit will be held in a segregated interest-bearing account, controlled by MEAN with interest accruing to Participant. Upon the return by MEAN to Participant of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.
- 11.02 In addition to the Adequate Assurance of Performance requirements above, Participant agrees to provide additional security as may be required by an Authority from time to time for MEAN to perform services under this Agreement. MEAN will pass through the costs of such credit requirements to Participant, and Participant agrees to promptly pay MEAN for such costs incurred. The provisions above regarding security interests and rights of setoff shall apply to such additional credit.

SECTION XII
Default by Participant; Default by Other Purchasers

- 12.01 The provisions of Section XII shall apply in lieu of the provisions of the General Terms and Conditions of Service addressing Remedies Upon Breach (currently Section 12.03).
- 12.02 Default by Participant.
- i. MEAN and the Participant hereby agree that any default by the Participant with respect to the payment of any billing because of any dispute shall be handled accordingly to the provisions of Article 13 of Chapter 70 of the Nebraska Revised Statutes and the provisions of the General Terms and Conditions of Service applicable to payment disputes (currently Section 8.02) to the extent that such provisions of the General Terms and Conditions of Service supplement or are not inconsistent with Article 13.
 - ii. If the Participant fails to comply with any of the terms, conditions and covenants of this Agreement (other than a failure to make a payment for which provision is made in subsection

i of this Section or an Event of Default as defined in Section 12.04) and such failure continues for a period of fifteen (15) days, MEAN shall give notice to the Participant. If such failure is not cured within thirty (30) days from the date of the mailing of such notice, it shall constitute a default on the part of the Participant. MEAN shall give copies of each of the foregoing notices to the other Purchasers. In the event of such a default by the Participant, MEAN shall have all of the rights and remedies provided at law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce against the Participant any of such terms, conditions and covenants with which the Participant has failed to comply.

12.03 Default by Other Purchaser: The Participant understands that default by any other Purchasers in making payments to MEAN could occur. In the event of such a default the Participant agrees that MEAN may be forced to revise the Schedule of Rates and Charges in accordance with the procedure outlined in Section 4.02.i. hereof, in order to maintain revenues sufficient to pay the Project Costs. MEAN shall commence legal action immediately against any such defaulting Purchaser; recoveries resulting from judgments rendered against any such defaulting Purchaser shall be distributed among other Purchasers from MEAN in proportion to the amounts paid to MEAN for purposes of covering deficits caused by the defaulting Purchaser. The Participant agrees that it will not have any direct cause of action against any such defaulting Purchasers; all defaults arising under any contract with MEAN shall impose an obligation upon MEAN to use its best efforts to recover against any such defaulting Purchasers.

12.04 In addition, the following events shall constitute an event of default (Event of Default) hereunder: Participant is unable to pay its debts as they fall due; Participant fails to perform any obligation to MEAN with respect to any collateral relating to this Agreement; or Participant fails to give Adequate Assurance of Performance within fourteen (14) business days of a written request by MEAN. In the event of an Event of Default under this Agreement, MEAN is entitled to a funding of the letter of credit or use of the cash deposit and shall have the right, at its sole election, to immediately withhold and/or suspend services, deliveries or payments upon written notice, to net payments due by MEAN against amounts outstanding from Participant, and/or to terminate this Agreement in the manner provided below, in addition to any and all other remedies available hereunder or at law or in equity. If an Event of Default has occurred and is continuing, the non-defaulting party shall have the right, by written notice to the defaulting party, to designate a day, no earlier than the day such notice is given and no later than 15 days after such notice is given, as an early termination date for this Agreement and all services and deliveries hereunder, provided, however, that Participant will remain responsible for the amount equal to its Share multiplied by the Unfunded Resource Obligations. Participant acknowledges and agrees that in the event of a suspension or termination of services as permitted by this Section, MEAN shall not be responsible for any penalties or charges incurred by the Participant arising out of or in connection with the suspension or termination of services including without limitation market charges such as imbalance/Real Time charges, fees and charges for transmission, ancillary services, applicable Authority fees and charges, taxes, and any applicable surcharges.

SECTION XIII

Limitation of Liability; Consequential Damages

13.01 Participant has evaluated the benefits and risks associated with this Agreement. Participant acknowledges that of the amount paid by Participant under this Agreement (i) a substantial portion is paid by MEAN to third parties (examples include without limitation pass-through costs and costs associated with capacity and energy), and (ii) a very minor portion is retained by MEAN for its services

under this Agreement. Subject to the specific limitation of liability in Section 13.02 for services provided under Section 2.06, MEAN's total liability to Participant for any loss or damage arising out of or in connection with the performance of services or any other cause, whether based on contract, tort or any other legal theory, excluding loss or damage caused by MEAN's gross negligence or MEAN's willful and wanton misconduct, shall not exceed the higher of the amount of a covered insurance claim that is accepted and ultimately paid out by the insurance carrier for Participant's damages, net of defense costs, or the portion of the amount paid by Participant in the twelve (12) months preceding the claim that is for MEAN's administrative and general operating expenses, as set forth in the applicable MEAN budget(s), which amount is intended to be a reasonable approximation of the amount paid by Participant to MEAN for services under this Agreement (excluding pass-through costs and costs associated with capacity and energy, including without limitation fees and charges for transmission, ancillary services, auction revenue rights, transmission congestion rights, financial transmission rights, applicable Transmission Provider, intervening carrier agency and Authority fees and charges, taxes, any applicable surcharges or penalties, capital projects, and debt service). The provisions of this Section 13.01 shall survive expiration or termination of this Agreement.

- 13.02 Notwithstanding any other provision of this Agreement, MEAN's total liability to Participant for any loss or damage arising out of or in connection with the performance of services under Section 2.06, whether based on contract, tort or any other legal theory, excluding loss or damage caused by MEAN's gross negligence or MEAN's willful and wanton misconduct, shall not exceed the cost for MEAN to provide such services to Participant under Section 2.06 in the twelve (12) months preceding the claim, based on MEAN's then-current hourly rate for services. The provisions of this Section 13.02 shall survive expiration or termination of this Agreement.
- 13.03 IN NO EVENT SHALL MEAN BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, OR CLAIMS OF PARTICIPANT FOR SUCH DAMAGES, EVEN IF MEAN IS EXPRESSLY INFORMED OF THE SAME. THE PROVISIONS OF THIS SECTION 13.03 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

SECTION XIV Use of Power and Energy

- 14.01 Participant shall not sell at wholesale any of the electric energy and power delivered to it hereunder to any purchaser from the Participant for resale by that purchaser, unless such resale is specifically approved in writing by MEAN. The Participant agrees that it will not use or permit to be used any power purchased from MEAN in any manner or for any purpose which would adversely affect the tax exempt or tax advantaged status of interest on any bonds for federal income tax purposes; this prohibition shall include contracts between the Participant and certain nonexempt persons or corporate bodies for the sale of power and energy. The Participant agrees to provide such information as MEAN may request from time to time to confirm the Participant's compliance with the provisions of this Section.
- 14.02 Participant covenants and agrees that it will use the power and energy delivered to it under this Agreement to provide electric service to retail electric customers located within its established electric service area under generally applicable and uniformly applied rate schedules or tariffs. Any other resale of the power and energy delivered to the Participant under this Agreement shall require the prior written approval of MEAN.

SECTION XV
Force Majeure

- 15.01 MEAN shall not be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces, nor shall a cause of action for damages against MEAN accrue to the Participant, or any of its inhabitants, and the Participant shall save MEAN harmless from any and all such claims. The term “uncontrollable forces” shall be deemed, for the purposes hereof, to mean storm, flood, lightning, earthquake, fire, explosion, civil disturbance, labor disturbance, sabotage, terrorism, cyberattack, civil disturbance, war or the consequences thereof, insurrection, riot, acts of God or the public enemy, pandemic, national or regional emergency, breakage or accident to machinery or equipment, failure of or threat of failure of facilities, material shortage, restraint by court or public authority, directive, curtailment, order, regulation, restriction or other act or omission by an Authority, or other causes or acts beyond the control of MEAN. In the event MEAN is unable to fulfill any obligation by reason of uncontrollable forces MEAN will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute except in the sole discretion of MEAN.

SECTION XVI
General Terms and Conditions of Service

- 16.01 Except as otherwise provided in this Agreement, the General Terms and Conditions of Service, attached hereto, are made part of this Agreement the same as if they had been expressly set forth herein.

SECTION XVII
Miscellaneous

- 17.01 It is mutually agreed and understood that the obligations imposed by the provisions of this Agreement are only such as are consistent with applicable state and federal law. The parties further agree that if any provision of this Agreement becomes in its performance inconsistent with state or federal law or is declared invalid, the Parties will in good faith negotiate to modify the agreement accordingly.
- 17.02 Independent Contractor: MEAN shall perform the services under this Agreement as an independent contractor and shall not be treated as an employee of Participant for federal, state or local tax purposes, workers’ compensation purposes, or any other purpose. Nothing contained in this Agreement shall be deemed to create or constitute an employer-employee relationship, a partnership or joint venture between the Parties.
- 17.03 No Third-Party Beneficiaries: The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.
- 17.04 No Legal Services: MEAN’s services under this Agreement shall not constitute the rendering of legal advice, or the providing of legal services, to the Participant.
- 17.05 Compliance with Rules, Policies and Procedures: The Parties understand and agree that this Agreement and the services and obligations hereunder are subject to all applicable Rules, and the terms and conditions stated herein are subject to modifications resulting from changes in any such Rules. In addition, Participant agrees to comply with Policies and Procedures.

17.06 Reports; Accuracy of Data: The Participant will furnish MEAN such information as is necessary for making any computation required for the purpose of this Agreement and the Participant and MEAN will cooperate in exchanging such additional information as may be reasonably necessary for their respective operations. MEAN shall be entitled to use and rely upon all information, data, and other appropriate and necessary documentation (collectively referred to as "Data") provided by or on behalf of the Participant, as accurate without independent verification in the completion of the services provided hereunder. The accuracy of any Data submitted by MEAN for regulatory and/or compliance purposes is dependent upon the accuracy, completeness, and timeliness of the Data which is provided to MEAN by or on behalf of Participant. It is understood that if MEAN does not obtain all required and accurate Data timely, the reliability and accuracy of the Data submitted by MEAN for regulatory or compliance purposes on behalf of the Participant may be adversely affected. Accordingly, Participant agrees to bear total responsibility for any and all charges, fines and penalties resulting from omissions, technical inaccuracies, missing Data or Data not provided timely by Participant to MEAN.

17.07 Notices: All notices required or permitted to be given with respect to this Agreement shall be given by (a) mailing the same postage prepaid or (b) given by courier, to Participant as described in the General Terms and Conditions of Service, and to MEAN at the address as set forth below. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

To MEAN: Municipal Energy Agency of Nebraska
 ATTN: Executive Director
 8377 Glynoaks Drive
 Lincoln, Nebraska 68516
 Telephone: (402) 474-4759

17.08 Waivers: No delay by MEAN or Participant in enforcing any of its rights hereunder will be deemed a waiver of such rights nor will any waiver at any time by MEAN or Participant of its rights with respect to a default under this Agreement be deemed a waiver with respect to any subsequent default or matter.

17.09 Assignment: Notwithstanding the Assignment provision in the General Terms and Conditions: This Agreement may be assigned by either party hereto only after receipt of written approval by the other party.

- i. The Participant may assign any of its rights under this Agreement to another entity, if permitted by applicable law, but no such assignment shall relieve the Participant of its obligations under this Agreement so long as any Bonds are outstanding and, in any event, the Participant shall not assign such rights if, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by MEAN, such assignment would adversely affect the exemption from federal income taxation of the interest on the Bonds.
- ii. This Agreement shall be binding upon, and inure to the benefit of, any successor to MEAN. MEAN may assign any or all of its rights hereunder or pledge any or all of the revenues payable to it under this Agreement, pursuant to a Bond Resolution and such assignee may enforce the provisions of this Agreement as if it were named as party hereto.

- 17.10 Severability: The parties hereto agree that if any of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 17.11 Amendments: This Agreement may be amended only by a written instrument signed by duly authorized representatives of each of the parties.
- 17.12 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17.13 The delivery of this Agreement by electronic mail or other means of electronic transmission with an electronic signature in PDF or other mutually acceptable digital format by an authorized representative of each party shall be deemed an original for execution and enforcement of this Agreement.
- 17.14 This Agreement, the General Terms and Conditions of Service, and the Policies and Procedures issued by MEAN from time to time constitute the complete agreement of the parties relating to the matter specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No modification of this Agreement shall be binding upon either party unless agreed to in writing and signed by both parties.

SECTION XVIII
Representations and Warranties

- 18.01 Section XVIII applies only if Participant is a political subdivision of the State of Colorado.
- 18.02 Participant has established by ordinance a Utility Enterprise (Enterprise) having all the authority to act and operate in all respects as an Enterprise under Colorado law, Colorado Constitution Article X, Section 20 (commonly known as the Taxpayer's Bill of Rights or "TABOR"). The parties agree that, if the Enterprise loses its enterprise status as a result of the Enterprise receiving ten (10) percent or more of its annual revenue in grants from all Colorado state and local governments combined, that will not constitute a breach of this Agreement. However, the loss of enterprise status, for any reason, does not permit or allow the Enterprise or the Participant to fail to pay any amounts owed under this Agreement or excuse performance under any other term. In addition, if the Enterprise loses its Enterprise status, for any reason, the Participant and the Enterprise are required to regain Enterprise status in the next fiscal year. MEAN recognizes that if a court of competent jurisdiction issues a final non-appealable decision that determines that (a) the Participant has lost its status as an "Enterprise" within the meaning of TABOR, and (b) the payments required to be made by the Participant under this Agreement must be subject to annual appropriation in order to comply with TABOR, then the Participant's payment obligations hereunder will be contingent upon the annual appropriation of funds sufficient to pay all amounts due hereunder. In the event of a decision described in the preceding sentence, the Participant's budget staff shall take all actions required in accordance with law to (i) include an item for expenditure in the final annual budget (or an amendment thereto) that is submitted to the Participant's governing body for approval that is sufficient to pay all amounts due under this Agreement and (ii) complete all procedural steps up to a formal appropriation.

- 18.03 Participant and Enterprise represent and warrant that this Agreement has been executed in compliance with or is otherwise not subject to TABOR.
- 18.04 Participant shall provide an opinion of Participant's legal counsel that this Agreement has been duly authorized, executed and delivered by Participant and/or Enterprise and that all financial obligations undertaken or assumed by the Participant and/or Enterprise in connection herewith are valid and enforceable against the Participant and/or Enterprise in accordance with the terms of this Agreement.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Participant and MEAN have caused this Service Schedule M, Amended and Restated Total Power Requirements Power Purchase Agreement to be executed by these duly authorized officers, the day and year shown below.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

PARTICIPANT: CITY OF DELTA, COLORADO

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By _____
City Clerk

(SEAL)

SSMAmendedAndRestated20231116

Service Schedule M
Amended and Restated Total Power Requirements Power Purchase Agreement

Exhibit A

DEFINITIONS

"Act" means the Municipal Cooperative Financing Act of Nebraska and all acts supplemental thereto or amendatory thereof.

"Adequate Assurance of Performance" means sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to MEAN, including, but not limited to a cash deposit, an irrevocable standby letter of credit, or a prepayment.

"Administrative Fee" shall have the meaning set forth in Section 4.03.i.

"Agency Resource Obligations" means an amount determined by MEAN to be the estimated portion of the following that remains outstanding as of the end of the then-current term: (i) an estimate of any and all costs and expenses paid or incurred or to be paid or incurred by MEAN associated with or resulting from the termination, retirement from service and decommissioning of, Related Projects; (ii) any and all notes, bonds or other evidences of indebtedness issued by MEAN or by the Public Power Generation Agency or its successor, outstanding as of April 1, 2024 and associated with one or more Related Project; and (iii) an estimate of any and all notes, bonds or other evidences of indebtedness issued to refund the notes, bonds or other evidences of indebtedness described in (ii).

"Agreement" means the Amended and Restated Total Power Requirements Power Purchase Agreement executed by and between MEAN and the Participant.

"AMPP" means the Asset Management Policies and Procedures approved by the MEAN Board of Directors, as such may be modified, supplemented, renamed or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors.

"Authority" means any governmental entity or regulatory body having or asserting jurisdiction, market operators, and entities owning and/or operating the interconnected transmission system applicable to service to Participant and any intervening system. Authority shall include without limitation FERC, NERC, RTO, ISO, market operators, regional reliability entities, the transmission providers, intervening carrier agencies, and balancing authorities.

"Bond Resolution" means the resolution or indenture or agreement pursuant to which Bonds are issued.

"Bonds" means any notes, bonds or other evidences of indebtedness issued by MEAN, or in the event that MEAN enters into a specific contractual arrangement for a specific Project, the unconditional payment obligations associated with such arrangements.

"Condition" shall have the meaning set forth in Section 8.02.

"Contract Purchaser" means an entity which has elected pursuant to Section 3.01(c) of its original Service Schedule M agreement not to participate in a Project proposed pursuant to such Section 3.01(c) and which

has not executed an amended and restated Service Schedule M agreement effectively eliminating the entity's election of Contract Purchaser status.

"Data" shall have the meaning set forth in Section 17.06.

"Effective Date" means June 1, 2024.

"Event of Default" shall have the meaning set forth in Section 12.04.

"Extension Date" shall have the meaning set forth in Section III.

"FERC" means the Federal Energy Regulatory Commission or any successor federal agency having comparable regulatory authority and responsibilities over electric utilities.

"Fiscal Year" means MEAN's fiscal year, which shall initially be April 1 through March 31 and which may be changed from time to time as determined by the MEAN Board of Directors.

"General Terms and Conditions of Service" means the MEAN General Terms and Conditions of Service dated effective January 23, 2020 approved by the MEAN Board of Directors.

"Governmental Imposition" means changes in or additions to costs or expenses caused by any environmental or other regulation, or any sales tax, property tax, energy use tax, energy carbon tax, surcharge or other governmental or regulatory fees or penalties (including without limitation emissions allowances, renewable portfolio standards, charges, fines or expenses), any ISO, RTO, imbalance market or integrated market fees or costs, or penalties, or any Authority fees or penalties, which are imposed, adopted, implemented or enforced after the execution of this Agreement or which occur as a result of a change after the execution of this Agreement in the interpretation or enforcement by the governmental or regulatory body of an existing governmental imposition, and any changes to expenditures for MEAN's owned, purchased or leased power supply resources caused by or resulting from any change in law, rule or regulation.

"ISO" means an independent system operator approved by FERC.

"Late Transition Period" shall have the meaning set forth in Section 3.04.i.

"NERC" means the North American Electric Reliability Corporation or any successor organization authorized to ensure the reliability of the bulk power system for North America.

"Notice Window" shall have the meaning set forth in Section 3.03.

"Option" means the right of MEAN to elect to require Participant to commit certain capacity to MEAN as set forth in Section 8.02.

"Original Agreement" means the predecessor Service Schedule M, Total Power Requirements Power Purchase Agreement executed by and between MEAN and Participant, if any.

"Point of Delivery" shall have the meaning set forth in Exhibit D.

"Point of Measurement" shall have the meaning set forth in Exhibit D.

"Policies and Procedures" means policies and procedures established or modified from time to time by the MEAN Board of Directors, including without limitation the AMPP, Renewable Distributed Generation Policy, the MEAN Financial and Administrative Policies and Guidelines, and the MEAN Operational Policies and Guidelines, as such may be modified, supplemented, renamed or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors.

"Project" means any "power project", as defined by the Act, (i) which is designed to provide a power supply resource to MEAN which has an expected usable life in excess of fifteen (15) years or access to a power supply resource to MEAN for a period of fifteen (15) years, or (ii) which is designated by the Board of Directors of MEAN to be a "Project" for purposes of this Agreement.

"Project Costs" means all costs and expenses paid or incurred or to be paid or incurred by MEAN resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repair, renewals, replacements, additions, improvements, betterments and modifications to Projects, or otherwise relating to the acquisition and sale of electric power and energy and transmission services and performance by MEAN of its obligations under this Agreement, agreements with other Purchasers or relating to any other activity authorized by the Board of Directors of MEAN, including, without limitation, the following items of cost:

- (1) payments of principal, of premium, if any, and interest on all Bonds issued by MEAN or amounts required under any Bond Resolution to be paid or deposited into a debt service fund or account established for the purpose of making such payments and payments which MEAN is required to make into any debt service reserve fund or account under the terms of any Bond Resolution or other contract with holders of Bonds;
- (2) amounts required under any Bond Resolution to be paid or deposited into any fund or account established by such Bond Resolution (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above;
- (3) amounts which MEAN may be required to pay for the prevention or correction of any loss or damage or for renewals, replacements, repairs, additions, improvements, betterments and modifications which are necessary to keep any Project and other property owned by MEAN in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Projects and of producing and delivering electric power and energy therefrom (including fuel costs, administrative and general expenses and working capital, for fuel or otherwise, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition and costs of power supply planning and implementation associated with meeting MEAN's power supply obligations;
- (5) the cost of any electric power and energy purchased for resale by MEAN and the cost of transmission service for delivery of electric power and energy;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition of sale of any Project;

(7) all costs and expenses relating to injury and damage claims required to be paid by MEAN;

(8) costs of fire and casualty insurance policy premiums relating to the Project and any other property owned by MEAN; and

(9) additional amounts which must be realized by MEAN in order to meet the requirement of any rate covenant with respect to coverage of principal of and interest on Bonds contained in any Bond Resolution or contract with holders of Bonds or which MEAN deems advisable in the marketing of its Bonds.

"Prudent Utility Practice" means at a particular time any of the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any manner conforms to Prudent Utility Practice, the parties shall take into account (i) the nature of the parties hereto under the laws of the State of Nebraska and the statutory duties and responsibilities thereof, (ii) the applicable provisions of applicable Policies and Procedures, if any, and (iii) in the case of any facility jointly owned, the applicable ownership agreement among the owners of the facility.

"Purchaser" means any entity, public or private, which enters into a contract with MEAN for the purchase of electric power and energy.

"PURPA" means the Public Utilities Regulatory Policies Act of 1978, as amended, and FERC's implementing regulations.

"Related Bonds" means any Bonds, including Bonds issued to refund such Bonds, issued to provide funds for the Related Projects.

"Related Project" and "Related Projects" shall mean the projects set forth in Exhibit C.

"Renewable Distributed Generation Policy" means the Renewable Distributed Generation Policy approved by the MEAN Board of Directors, as such may be modified, supplemented, renamed or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors

"Requirements Purchaser" means a Purchaser that is purchasing its load requirements, including load growth, from MEAN, in excess of Participant's WAPA Allocation, pursuant to a Service Schedule M, Total Power Requirements Power Purchase Agreement or any successor thereto; Requirements Purchaser excludes a Contract Purchaser.

"RTO" means a regional transmission organization approved by FERC.

"Rules" means laws, ordinances, orders, rules, regulations, tariffs, business practices and protocols of any Authority.

"Share" shall have the meaning set forth in Section 3.03.

"Termination Date" means the effective date of termination of this Agreement.

"Total Requirements Service" means service to a Requirements Purchaser.

"Transmission Provider" shall have the meaning set forth in Section 2.02.

"Unfunded Resource Obligations" shall have the meaning set forth in Section 3.03.

"WAPA" means the Western Area Power Administration, its successors and their assigns.

"WAPA Allocation" shall have the meaning set forth in Section 2.01.

Service Schedule M
Amended and Restated Total Power Requirements Power Purchase Agreement

Exhibit C

RELATED PROJECTS

Dated: June 1, 2024

Not to exceed 1.70% of the output of Laramie River Station (approximately 28 MW) through Lincoln Electric System

Not to exceed 10 MW of Whelan Energy Center Unit 1 (formerly Hastings Energy Center #1)

6.92% joint ownership interest in Walter Scott, Jr. Energy Center Unit 4 (approximately 56 MW)

Participation Agreement, dated September 1, 2005, with the Public Power Generation Agency (PPGA) for 36.36% entitlement share (approximately 80 MW) in Whelan Energy Center Unit 2 (WEC 2) until such time as any evidences of indebtedness issued by PPGA with respect to WEC 2 are no longer outstanding.

23.5% undivided ownership interest in Wygen I (approximately 20 MW)

Amended and Restated Supplemental Agreement for Partial Assignment of Ownership Interest in Walter Scott, Jr. Energy Center Unit 4 (formerly known as Council Bluffs Energy Center Unit 4), dated March 4, 2014, with the Waverly Light & Power, a municipal utility of the City of Waverly, Iowa, for the partial assignment to MEAN of Waverly's interest currently equal to 0.4% (approximately 3 MW) of the energy generating capability and energy associated therewith, of Walter Scott, Jr. Energy Center Unit 4, until termination of Waverly's Service Schedule M Agreement with MEAN

Power Sales Agreement Regarding Louisa Generating Station, dated December 4, 2012, with the Waverly Light & Power, a municipal utility of the City of Waverly, Iowa, for the partial assignment to MEAN of Waverly's interest currently equal to 1.1% (approximately 7 MW) of the energy generating capability and energy associated therewith, of the Louisa Generating Station, until termination of Waverly's Service Schedule M Agreement with MEAN

Service Schedule M
Amended and Restated Total Power Requirements Power Purchase Agreement

Exhibit D

POINT OF DELIVERY AND POINT OF MEASUREMENT

Dated: June 1, 2024

Point of Delivery: The Point of Delivery shall be the point(s) at the outlet of the interconnected transmission system where electric power and energy are delivered by or on the account of MEAN to the Participant or to an intervening carrier agency for delivery to the Participant, which point(s) are as determined by the applicable Transmission Provider. Unless otherwise specified, the Point of Delivery refers to the point(s) at which the applicable Transmission Provider's transmission facilities interconnect with the Participant's distribution or transmission facilities or intervening carrier agency, if any. Notwithstanding the foregoing, to the extent the energy generated by behind the meter generation interconnected with a Participant's distribution system and leased to or purchased by MEAN is used by MEAN to serve such Participant, the energy may be delivered at the generator's point of interconnection with the Participant or alternate point at which MEAN acquires the energy as agreed in writing between MEAN and the Participant or Participant's customer.

Point of Measurement: The Point of Measurement shall be the point(s) as determined by the applicable Transmission Provider for measuring the Participant's load, and any alternate point(s) for measuring the Participant's load due to emergencies or other temporary conditions.



TO: City Council
FM: Elyse Ackerman Casselberry

RE: Contract for IT Services

For many years the City of Montrose provided IT Services to Delta, but did not continue to do so after 2021. The City at that time decided to bring IT back in house, but has had to reevaluate its IT needs, and has determined that contracting IT services to a qualified firm is in our best interest to address the ever growing complexity of the IT industry.

An RFP for comprehensive IT Services was issued on February 16, 2024. Ten responses were received. Based on evaluation of the proposals, Staff is recommending the center into a professional services agreement with Trioptimum Technologies located out of Montrose, CO. Trioptimum Technologies prepared the most cost effective proposal, and has the ability to be on site when needed. Other proposals were both more expensive, and with limited on site capability. We believe Trioptimum Technologies will best meet the City's needs.

Staff is requesting award of the IT Services RFP to Trioptimum Technologies, and authorization for the Mayor to sign the contract.





REQUEST FOR PROPOSALS

Information Technology Services

Issued Date: February 16, 2024

Agent/Contact: Tod DeZeeuw, tod@cityofdelta.net

Submissions Must be Received by: February 29, 2024 at 2:00 pm

Introduction:

The City of Delta is in need of Information Technology services that can respond to the ever changing needs of the City, and the increasing complexity of network and cyber security, network management, technical assistance, and software management. The City is seeking proposals from Information Technology companies that can meet the City's unique and growing needs.

Administrative Instructions:

By 2:00 p.m. on February 29, 2024, proposals shall be submitted either in hard copy or electronically to:

Hard Copy: 360 Main St Delta, CO 81416 Attn: Jolene Nelson

Electronically: jolene@cityofdelta.net

Proposals will be publicly opened at 2:15 pm on February 29, 2024, in the City of Delta Conference Room located on the ground floor of City Hall. Late proposals will not be accepted and it is the responsibility of the respondent to ensure that proposals (including signed addenda if issued) arrive by 2:00 pm on the date listed above.

The complete RFP packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of bids. Addenda will be posted on the City website under the News “RFP” tab at <http://cityofdelta.net/rfp.html>

The City reserves the right to reject any or all proposals without disclosing the reason, therefore, to waive any information in the proposals received, and to accept the proposal deemed most advantageous and in the best interest of the City.

SCOPE OF WORK

The City of Delta is in need of Information Technology services that can respond to the ever changing needs of the City, and the increasing complexity of network and cyber security, network management, technical assistance, and software management. The City is seeking proposals from Information Technology companies that can meet the City's unique and growing needs. This is subject to annual appropriations and will pay monthly until the contract is terminated.

RFP Package - Available February 16, 2024 online at the City of Delta RFP web page <https://cityofdelta.net/rfps>

Question Deadline - February 22, 2024 at 4:00 pm. All questions regarding the meaning or intent of this RFP are to be emailed to tod@cityofdelta.net. Written responses to questions will be posted on the City webpage via addendum no later than February 23, 2024 at 4:00 pm.

Proposal Submission Cut-Off – February 29, 2024, at 2:00 pm. All proposals shall be submitted and stamped at Delta City Hall located at 360 Main Street Delta, CO 81416, or electronically via email to jolene@cityofdelta.net.

Public Proposal Opening - February 29, 2024, at 2:15 pm in the downstairs conference room of Delta City Hall at 360 Main Street Delta, CO 81416.

The City Council reserves the right to reject any or all proposals, waive any informalities in proposals, and accept the proposal that is in the best interest of the City of Delta, Colorado.

*****END SCOPE OF WORK *****

SPECIAL CONDITIONS

A. Contact Person

During the course of this request process, from issuance until a recommendation for award, respondents shall not initiate contact related to this request with anyone other than the officially designated individual: For this RFP, the contact Tod Dezeeuw, tod@cityofdelta.net is the designated individual.

B. Question Deadline

All questions regarding this RFP shall be directed to the individual listed above in writing via email. All inquiries shall clearly identify the name of the firm and the authorized representative, and the RFP title.

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdelta.net/rfps> under "IT Services". The addendum responses in writing are the only official answers.

C. Submittal Instructions

Proposals should be submitted and stamped as received at Delta City Hall at 360 Main Street Delta, CO 81416 or submitted electronically to jolene@cityofdelta.net by 2:00 pm on February 29, 2024.

Proposals shall be submitted at the time and place indicated in this RFP and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the respondent and accompanied by the required documents. If the proposal has been sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.

Any proposal submitted electronically must be submitted in PDF format via email attachment to jolene@cityofdelta.net. The subject line must state "Information Technology Services" **DO NOT** include any proposal information in the body of the email. The first page of the attachment should state the project title and name and address of the respondent. The next page should state "PROPOSAL ENCLOSED" and then be followed by the required documents. Proposals will be publicly opened in the City Hall Downstairs Conference Room at 2:15 pm on February 29, 2024.

Any submission received after the cut-off date shall be returned unopened to the sender.

The submitted proposal should include the following:

- Scope of Work
- Special Conditions
- Proposal Form

- Proposal
- Addendum (If Applicable) - Obtained from RFP webpage:
<https://cityofdelta.net/rfps>

D. Proposal Format and Content

The City discourages overly lengthy and costly proposals. However, for the City to evaluate proposals fully and thoroughly, respondents should follow the format set forth herein and provide all of the requested information.

Introduction: Proposals must include a cover letter stating the complete legal name and type of legal entity (e.g., corporation) of the vendor submitting the Proposal, the mailing address, the telephone number, and the name of the person the City should contact regarding that Proposal. The cover letter must bear the signature of the person having actual authority to make the Proposal on behalf of that entity.

Experience and Qualifications: Proposals must provide a narrative description of the organization of the project team. Proposals must provide a personnel roster that identifies each person who will work on the contract and provide the following information about each listed person:

- Title
- Resume or Curriculum Vitae
- Location, where they work

Cost Proposal: Each proposal must provide an overall “not to exceed” price for the proposed services.

References: Each proposal must include a list of at least three (3) projects that the respondent completed within the last five (5) years. The projects must be a project where the respondent has provided or is providing Information Technology services that are similar to the project outlined in this RFP. References should include the project name, the service location/address, the service size, a description of the service, and a contact person and telephone number for the owner of the service.

***** **END OF SPECIAL CONDITIONS** *****

PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: _____

Total Proposal Amount: \$ _____

Total Written Proposal Amount: _____

Estimated Start Date: _____

SUBMITTED on: _____, 20____



**CITY OF DELTA, COLORADO
REQUEST FOR PROPOSALS**

INFORMATION TECHNOLOGY SERVICES

Addendum #1 February 23, 2024

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. Is this a new initiative?
Answer: Yes
2. What was the previous spent of the RFP?
Answer: Employee
3. What is the current budget of the RFP?
Answer: \$60,000
4. Can we submit the federal references?
Answer: Yes
5. Do we need to submit sample professional services agreement along with the proposal?
Answer: No
6. What should be the total written proposal amount that you are looking for?

Answer: Hourly rate and/ or a base rate for general monitoring of the system

7. Are you able to give an idea of the hours per month that your team is expecting or even some of the projects at hand that you would be needing our assistance completing?

Answer: The City will need on site assistance with new hardware purchases and cabling, etc - hours per week would vary based on upgrades otherwise 2-4 hours for monitoring systems. Upcoming projects- move the Police Department to a new building, upgrade the citywide WIFI and install new servers for the system.

8. How many users are on Office 365?

Answer: Zero

9. Provide a license count.

Answer: 85

10. Are the licenses being purchased directly with Microsoft or through a Microsoft Partner?

Answer: Neither

11. Do you currently use Microsoft Teams and/ or Microsoft Sharepoint?

Answer: No

12. Is there a software in place currently to manage endpoints remotely?

Answer: No

13. Do you have employees working remotely that use a company?

Answer: No

14. Please provide detailed information about the scope of services.

Answer: All inclusive- servers, cyber, firewalls, switches, employee support, network support, adding/ removing users on the network. Onsite assistance would be necessary from time to time for cabling, hardware updates, etc.

15. Can we submit sample resumes or are actual resumes mandatory?

Answer: Sample is fine

16. What is the term of the contract?

Answer: After the year in which this Agreement is executed, it is subject to and contingent upon annual budgeting and appropriation by the City

17. Is the City looking for a single firm to provide all the network and cyber security, network management, technical assistance and software management services outlined in the RFP or can a firm submit a proposal for a sub-set of these services?

Answer: The City is looking for one company for all

CHANGES TO PROVIDED MATERIALS

1. IT Structure

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE RFP AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

City of Delta

Name	Computer	Processor	Memory	Hard Drive	servers
Servers 10-15 OS R2 2019 running	Dell poweredge R710	48 gb	900 gb	10K HDD	golf - pos system PD - 2 servers Rec Rec Trac
Switches Sysco	5 WS-C3750G-24PS-S 3 WS-C3750G-48PS-s				City Hall -5 = 2HP & 3 VM servers

Server (rec) Dell poweredge T710 4 -16TB

Buffalo Backup Hard drive (City wide) Storage Array
Buffalo Terastation 32TB

Antivirus Vipre antivirus business & Vipre endpoint security - 100 units

Firewall Forinet plus

Host Backup Altaro

Web & Hosting Network Solutions

Wireless WiFi Ubiquiti

Email SIPA (state wide internet portal)

CJIS Compliant For PD using Spellman system (tied to the County)

Office Standard 2019

Computers:	Cell business class - Dell - Window 10 Pro 64 <u>Models</u>	
Dell Optiplex -	3050, 3060, 3070 & 3080	52
Dell Laptops -	3510, 5400 & 5490	11
Surface Pros		2
Surface Go		5
Dell 5424 Rugged - PD		6
Dell 5520 - PD		2
	Estimated Total =	<u>78</u>

Plotter Canon Imageprograf Tm-300

Ubiquiti Unifi Controller for Access Points (Wifi)

Ubiquiti NVR for security cameras

Ubiquiti LiteBeam M5 wireless radios for Golf Course Clubhouse and Maintenance Shed & Cemetery

Ubiquiti Edge Switch 12 port Fiber Switch at Municipal Light and Power CNL

Combination of APC and Tripp Lite Battery Backups (server room and remote sites)

The environment is Windows Domain with two domain controllers and Active Directory

RFP - IT
 Date: 3-1-2024

Name	Trioptimum	Clear Perceptions	Arisma Group	Blue Key	Iron Edge	Vastek Inc	Softsages Tech	Systemsoft Tech	Myjen Consulting	Velonex Tech
Location	Montrose	Fort Collins	Carrollton, TX	Littleton	Houston, TX	San Diego, CA	Malvern, PA	Tampa, FL	Fort Washington, MD	Boulder
Monthly Fee	3,200	5,380	5,669	6,240	28,080	4,667	4,200	5,000	24,167	13,721
Standard Support	75			150			65			150
After Hours	150									
Travel Expenses		Fair Rate								
service		24/7/365	24/7/365	24/7/365						
Current Travel				To GJ						



TRIOPTIMUM
TECHNOLOGIES

City of Delta
Attn: Elyse Ackerman-Casselberry
elyse@cityofdelta.net

2/23/2024

Re: Request for Proposal: IT Services

TriOptimum Technologies is excited about the opportunity to continue partnering with the City of Delta to provide superior IT services. We understand that the City of Delta is seeking a sourced managed technology provider for your IT needs. Our mission is not only to provide our customers with quality and timely user support, but also to enhance and optimize our customer's networks with targeted and needs-focused solutions for stable and safe work environments.

TriOptimum was created to leverage the incredible expansion of the Western Slope region and enable small to medium sized organizations to perform and compete technologically as access to the internet grows faster and more reliable throughout the region. We employ one of the most respected and proficient network engineers in the region, work directly with some of the most established IT support companies, as well as acting as a hub to leverage skills and resources of organizations to the best effect for the Western Slope. This, combined with our use of cutting-edge remote network management tools, gives us incredible capabilities to manage and support a wide range of IT environments.

With direct experience with the resources available in the Delta area and an established, satisfied customer base, TriOptimum Technologies has proven itself capable of providing the services and answers Delta needs to maintain, sustain, and expand as needed Delta's IT infrastructure and capabilities. Our organization and partners are enthusiastic about the opportunity to join with the City of Delta to accomplish your goals and look forward to hopefully continuing this conversation in the near future. We thank you for your time and consideration throughout this process.

Sincerely,
Christopher Parker
cparker@trioptech.com

Executive Summary

Based on discussions with personnel with the cities of Delta and Montrose, we have broken the required service focuses down into the following segments:

- Core Network management/sustainment
- Periphery Network management/sustainment/expansion
- Network protection
- Endpoint management/sustainment
- End-user support
- Foundational software support

These components are further broken down into the three core components of Management/Sustainment, Support, and Protection. Our plan and approach to addressing customer needs is to approach solutions from the ground up by addressing the core components as follows:

- **Management/Sustainment:** The fundamental elements of management of network environments consists of access and control. These two elements are accomplished by using industry-leading software provided by ConnectWise which allows real-time monitoring and automation of authorized hardware connected to the networks. This software provides control via the ability to automatically respond to alerts/warnings, schedule software updates, and execute health-managing activities without human interaction. Access is provided via on-demand remote software allowing immediate control of a network server/computer without the need of time-consuming emails, codes, or downloads. This is the foundation of maintaining a stable and reliable network environment and receives dedicated and scheduled focus.
- **Support:** Supporting the user experience is maximized by using well-established reporting and response systems that streamline every step of the process. User trouble reports can be submitted via traditional email/phone contacts as well as using a trouble-ticket submission system built into the monitoring/automation software installed on all servers/computers. This allows for easy submission of problems, as well as seamless access to device data and screenshots of any issues as desired. A submitted ticket can literally be received, evaluated, and initially troubleshot before ever engaging in critical and time-consuming user interaction.

- Protection: Infrastructure protection is secured by protecting targets and ingress points alike. Target protection would consist of ensuring Server and Workstation antivirus protection is up-to-date and active via our automation tools. Targets are further protected by ensuring firewall devices are properly managed and updated. Our automation software can pull device-specific data to provide real-time information about firewall status and statistics to generate alerts and reports. Backup devices (NASs) are also monitored, managed, and validated. Protection is inherently intertwined with management in order to identify and combat failures and/or intrusions.

Schedule:

As TriOptimum has already established in an interim capacity control/monitoring of the Delta network, there would be no required schedule for assumption of responsibility.

Qualifications/Certifications:

TriOptimum Technologies will utilize, in the process of supporting the City of Delta, employees that hold certifications which include the following:

CompTIA Network+

Sophos Certified Engineer

MCSE (Microsoft Certified Solutions Expert)

Checkpoint Certified Security Engineer

Citrix Certified Engineer

Security Clearance: Secret

Proposed Costs

We propose the combination of monthly-service allotment in conjunction with per-hour payment basis. These monthly-service costs are to cover time inherent to the maintenance and support of devices to ensure optimization and performance, monitoring backups, evaluating policy conformity/ violations, monthly analysis and recommendations, and core software license fees.

Service	Cost
Monthly Base	\$3200
Standard Hours Support (Mon-Fri 8am -5pm)	\$75/hr
After Hours/Emergency Support (non-standard business hours and weekends)	\$150/hr

Proposal for:
Information Technology Services
For The City of Delta Colorado

Prepared by:
Steve Dim
Clear Perceptions
PO Box 1458
Fort Collins, CO 80522

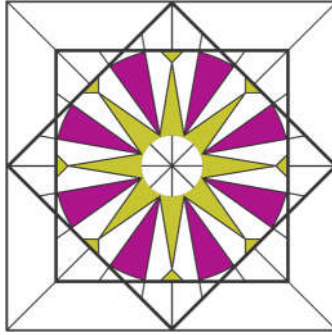
-Acknowledged receipt of:

- RFP
- Addendum 1
- IT Structure

 02/26/2024

Proposal Enclosed

CLEAR PERCEPTIONS-GRAPHICS, INC. (dba CLEAR PERCEPTIONS)



Clear Perceptions - A Boutique IT Services Company

Clear Perceptions partners only with businesses and entities that share the same goals and demands for excellence. We do not market or advertise as we only work primarily through qualified referrals. We maintain solid relationships with enterprise vendors (HPE, Arrow, TD Synnex, SHI, Etc.). Our website is not a validation for our company as it is there only as a requirement to our vendors. Our validation is a continued customer partnerships with very little turn over.

Mission Statement

Clear Perceptions mission is to maintain a company that provides services that are seen to be useful, valuable, and desired by other businesses.

We accomplish this mission by:

- Hiring and developing team members who share this focus
- Creating relationships with our customers based on their needs and our skills
- Our commitment to business agility; adapting to the needs of the team and the clients with our unified goal

We feel with accomplishing the above, this allows us to contribute back to the community on a personal and business level.

Background and Objectives

Clear Perceptions was established in 1996 in Fort Collins, CO by Steven S. Dim. In 2007, it was Incorporated and in 2015 began working under the dba (doing-business-as) Clear Perceptions. Clear Perceptions is a technology consulting corporation providing services to companies of all sizes and industries throughout Colorado.

The work ethic Steve has brought into the company is not based out of the technology sector, but instead the restaurant and services industry. This view of customer service has created relationships with our customers like no other technology company has done before.

Our primary goal is excellent communication, clear understanding, and openness of information to establish and maintain these relationships.

To accomplish this goal, we are constantly evaluating ourselves, our team members, and our customers to ensure we follow our Mission, our Objectives, and adhere to the work ethic that this Company was founded.

Clear Perceptions Team

Clear Perceptions leadership consists of Steve Dim and Gretchen Brokamp; both have degrees from Colorado State University and each have many years' experience in the business sector of Fort Collins.

Clear Perceptions currently employs 4 full time Technical Engineers, 1 full time Security Engineer and 1 full time Administrative Professional. All team members have college degrees and years of experience. All technical team staff maintain current CJIS status.

Customer Privacy Policy

Clear Perceptions is a technology consulting corporation providing services to companies of all sizes and industries. Respecting and protecting our clients' privacy is extremely important to our Company.

We are committed to protecting your private information and do not sell information about you to others. We do not disclose any nonpublic information about our clients or former clients to a third party, except as permitted by law or if we have consent to such disclosure.

We limit employees' access to client information to those employees with a legitimate business reason for access. We maintain physical, electronic and procedural safeguards to protect your information from being accessed by unauthorized persons.

In the event that a relationship ends with a client, Clear Perceptions will maintain client data for no less than 30 days to be delivered to the client upon request. Clear Perceptions will also be available to aid in transition on a T&M basis.

In the event that a Clear Perceptions employee is terminated, we will ensure that all access the terminated employee had to its client systems is removed. In addition, all precautionary adjustments to client sites will be made by Clear Perceptions without charge.

We continually monitor and make adjustments to our Customer Privacy Statement as necessary.

Customer Profile

Clear Perceptions customers are spread across almost all sectors of the business environment as well as geographically. We support a handful of health industry clients, as well as government (City, Police & Fire) entities all the way to industrial manufacturing and financial institutions. This wide range of clients with varying needs allows us to see all aspects of business needs across a variety of industries, allowing us to stay agile and expert in business technology.

References

First FarmBank- Greeley Colorado

- 7 locations in 2 states
 - ~80 users
- Contact
 - Robert Behling
 - rbehling@firstfarmbank.com
 - 970.346.7900
- CP Team Provides (full IT Team all aspects)
 - Daily user support
 - Server support
 - Network support
 - Infrastructure design & install
 - Cyber Security & testing
 - Backup and Disaster Recovery

Weibel Auto Group - Longmont Colorado

- 9 dealerships in 2 states
 - ~120 users
- Contact
 - Jake Liberatore
 - valleynissub@gmail.com
 - 303.709.9776
- CP Team Provides (full IT Team all aspects)
 - Daily user support
 - Server support
 - Network support
 - Infrastructure design & install
 - Cyber Security & testing
 - VoIP Services

Eaton Fire Protection District – Eaton Colorado

- 2 buildings
 - ~25 users
- Contact
 - Chief Seth Wambolt
 - swambolt@eatonfire.org
 - 970.454.2115
- CP Team Provides (full IT Team all aspects)
 - Daily user support
 - Server support
 - Network support
 - Infrastructure design & install

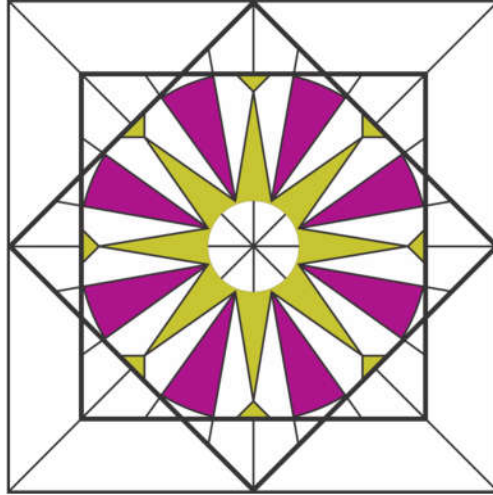
- Budgeting
- Cyber Security & testing
- VoIP Services
- Backup and Disaster Recovery
- MDT Support

Clear Perceptions
Managed Services Agreement

February 26, 2024

City of Delta
By: Steve Dim

SOW: MS_City_of_Delta_02-26-2024



Managed Services Agreement

Clear Perceptions

PO Box 1458
Fort Collins, CO 80522

(970) 237-5335 Voice

Info@clearperceptions.com

Clear Perceptions-Graphics, Inc. does business as **Clear Perceptions**. They are both the same entity.

All Information Is Confidential

MS_City_of_Delta_02-26-2024

Page 7 of 11

Inclusions:

- ☒ Proactive monitoring of Windows servers (unlimited - 24x7x365)
- ☒ Patch management -Windows servers (unlimited - 24x7x365)
- ☒ Support/Remediation for Windows servers (unlimited - 24x7x365)
- ☒ Webroot for servers
- ☒ Monitored Remote Backup/DR of servers
- ☒ Proactive monitoring of Windows PCs (unlimited - 24x7x365)
- ☒ Patch management -Windows PCs (unlimited - 24x7x365)
- ☒ Support/Remediation for Windows PC's patching (unlimited - 24x7x365)
- ☒ Anti-malware / Anti-virus for PCs
- ☒ Remote access portal for PCs and Servers
- ☒ PC and user support
- ☒ Tier 3 support as needed*
- ☒ Network support*
- ☒ Firewall support*
- ☒ IDS – hardware included
- ☒ Annual Internal/External scans (Pen Test)
- ☒ Semi Annual Phishing tests
- ☒ 30 hours active support per month at discounted rate*
- ☒ Monitored and managed remote Backup/DR of servers (optional)
 - a. Enterprise backup
 - i. Hourly snapshot of servers
 - ii. Snap shots stored locally and remotely
 - 1. Local retention 5 days
 - 2. Remote retention 2 weeks, weekly, monthly
 - b. Enterprise Disaster Recovery
 - i. Local recovery of entire server <4 hours
 - ii. Remotes recovery of server and access <6 hours
 - c. All data stored in 3 sets
 - d. All servers protected front to back - hourly

**Standard rate \$160/hour - 15% discount with Agreement
30 hours included – billed in 15-minute increments

Best Effort:

- ☒ Custom applications
- ☒ Third party applications
- ☒ Lab/test/production equipment

Not Included:

- ☒ New hardware
- ☒ Replacement hardware
- ☒ Anything not stated above

Personnel:

These services are to be performed by Clear Perceptions.

Provided by the Client:

Client agrees to provide

- Required access to information and personnel
- Required access to building and server room
- Required access to computing network
- All specialized applications will have manufacture support

Cost Summary

Monthly Fees	
~8 Server (# may fluctuate)	\$65/Server
	\$520.00
~ 78 PCs (# may fluctuate)	\$10/PC
	\$780.00
Included labor	\$136/hour
30	\$4,080.00
Estimated Base Monthly Cost	\$5,380.00
Remote Backup/DR	TBD
One Time on-boarding fee (Setup fee)	Waived
Travel and living expenses	Fair Rate

Total Cost Estimate – (before possible expenses)	\$5,380.00 / month
Duration:	12 months
Start:	TBD

Payment terms:

Invoice will be sent on the first of each month for the current month's Base Monthly Cost. Backup and other charges will be sent on the first of the following month. Terms will be NET 30.

Conditions of Engagement:

Clear Perceptions shall have full access to all equipment and facilities necessary. Any expenses incurred by Clear Perceptions due to this engagement will be reimbursed by City of Delta. Both parties will act in good faith and within accepted professional standards at all times.

Agreements of Engagement:

Either party can, with written notice, cancel this agreement with a 30-day window. Details of this agreement can be amended with both parties' consent. Upon term of this agreement, duration will shift to month-to-month.

Agreements of Dis-Engagement:

Clear Perceptions will retain data from engagement for no less than 30 days post engagement. City of Delta can request this data to be delivered during that time. Any labor charges for this data delivery will be invoiced. Clear Perceptions will, at the request of City of Delta, assist with any transition post engagement. Any labor or material charges for this assistance will be invoiced.

Confidentiality:

Clear Perceptions will not discuss or share any details of this engagement. Clear Perceptions will keep all data and internal knowledge of City of Delta confidential and proprietary. All Clear Perceptions employees have signed an understanding and agreement of confidentiality in their employee handbook.

Standard Business Hours:

Monday-Friday 8am-5pm
All, well recognized, holidays will be observed
Any out of standard business hours' support may incur additional fees

Acceptance:

Signature

Date

Print Name

Title
Clear Perceptions

Signature

Date

Print Name

Title
City of Delta

Contacts:

Clear Perceptions Help Team
Help@clearperceptions.com 970.237.3732

Clear Perceptions PO Box 1458 Fort Collins, CO 80522	Lead Engineer Steve Dim Steve@clearperceptions.com 970.818.7551	Accounting Gretchen Brokamp Gretchen@clearperceptions.com 970.237.5335
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City of Delta 360 Main Street Delta, CO 81416	Primary Tod DeZeeuw tod@cityofdelta.net	
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PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Arisma Group LLC, dba Cendien

Total Proposal Amount: \$ \$68,020 yearly (\$5,669 monthly)

Total Written Proposal Amount: Sixty eight thousand and twenty (yearly)

Estimated Start Date: April 8, 2024

SUBMITTED on: February 29, 2024, 20

Remote IT Managed Services.



**City of Delta, CO
Request for Proposal (RFP)**

Information Technology Services



February 29, 2024

City of Delta
Attn: Jolene Nelson
Administration
360 Main Street
Delta, CO 81416

CENDIEN
empowering business
CENDIEN
1846 E Rosemeade Parkway
Suite 200
Carrollton, TX 75007
(214) 245-4580



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Response Summary

City of Delta
Attn: Jolene Nelson
Administration
360 Main Street
Delta, CO 81416

February 29, 2024

Arisma Group LLC, dba Cendien, is delighted to present our proposal for offering Information Technology Services to the City of Delta. Through this proposal, we firmly believe that we possess the necessary skills and expertise to fulfill the City's service needs to the fullest. Our seasoned team at Cendien has a strong track record of tailoring IT solutions to align seamlessly with our client's specific requirements. In addition, our ongoing engagement in providing similar services to various governmental agencies position Cendien as an optimal choice for partnering with the City of Delta.

Upon a successful award, our initial responsibility will be to undertake a thorough assessment of the City's infrastructure. This evaluation will encompass various aspects, including network element, applications, endpoint, and server discovery. Our approach will be holistic, leveraging current network management systems, blueprints, and records to pinpoint every component present within the network. Following discovery, Cendien will deploy our advanced managed services provider toolkit, which includes platforms such as ConnectWise, SentinelOne, and Auvik.

Cendien's managed services platforms stand at the apex of innovation, each serving a pivotal role in ensuring a robust, secure, and efficient IT infrastructure. **ConnectWise** functions as a powerhouse in remote monitoring and management, offering a centralized console that facilitates seamless integration and management of IT systems. It effectively synergizes with **SentinelOne**, a frontline defense mechanism offering unparalleled cybersecurity solutions, to create a fortress of safety against a wide array of cyber threats.

Complementing this duo is **Auvik**, a network management software tool designed to provide complete visibility and control over your network, ensuring stability and reliability in IT operations. Together, Cendien Managed Services toolkit forms a triumvirate of technological prowess, bringing an elevated level of security, efficiency, and innovation to your IT landscape.

By deploying this toolkit, Cendien pledges to usher in an era of uncompromised security and heightened productivity, guiding the City of Delta towards a future where its IT infrastructure is not just a support system, but a driver of excellence and a facilitator of smooth, uninterrupted operations. It marks the beginning of a journey towards a technologically empowered, secure, and efficient operational environment, setting a benchmark in industry standards.

With the powerful capabilities of our toolkit, Cendien will meticulously craft a comprehensive map of your existing IT environment. This strategic initiative aims to spotlight many opportunities where the pre-existing network architecture can be optimized to its fullest potential, while concurrently identifying and noting down all known security vulnerabilities, laying down a clear roadmap for targeted improvements.

In a bid to robustly remediate existing security vulnerabilities, our seasoned team will undertake a multi-faceted approach that encompasses addressing out-of-date firmware and software that pose potential risks. This involves a strategic overhaul of administrative and user permissions to ensure a seamless yet secure operational milieu, characterized by well-defined roles and access controls. Furthermore, we pledge to institute appropriate security protocols, with regular maintenance schedules, to foster a safe and secure environment that stands resilient in the face of emerging threats and challenges. This dynamic strategy ensures a vibrant IT ecosystem that is both adaptable and forward-looking, ready to evolve with changing technological landscapes.

In instances where vulnerabilities necessitate alterations to the infrastructure, encapsulating moves, additions, changes, or deletions (MACD), and/or data storage, Cendien will carefully earmark these for special attention, managing them as distinct projects. This delineation ensures that each aspect receives the focused expertise it demands, promoting a well-rounded and strategic approach to security and efficiency. This meticulous process promises not just to rectify existing vulnerabilities but to transform your IT infrastructure into a powerhouse of efficiency and security.

By teaming up with Cendien, the City of Delta can look forward to a streamlined, secure, and highly efficient IT environment, where innovation and safety walk hand in hand, paving the way for a future that is technologically resilient and optimized for success. We sincerely appreciate the opportunity to showcase our qualifications and present our committed approach to assist the City of Delta in achieving a seamless, secure, and robust IT Support Services. We hold a firm belief in our unique position to undertake this task, drawn from our depth of experience and a proven track record of successfully steering similar projects to fruition.

At Cendien, we are prepared not just to meet the expectations but to significantly exceed them, thereby emerging as the most valuable choice for the City of Delta. Our team stands ready and eager to undertake the role of your trusted IT support services partner, bringing to the table a blend of expertise, innovation, and dedication. We are ready to help the City of Delta, promising a collaborative journey towards creating an IT environment that is a benchmark of excellence and reliability.

Thank you for considering Cendien. We look forward to the prospect of serving the City of Delta and forging a partnership marked by growth, innovation, and mutual success.

Sincerely,

Israel Denis
Managing Director

Company Overview

Established in 1999, Cendien commemorates over two decades of unparalleled service in transforming the IT support landscapes. Throughout this illustrious journey spanning more than 23 years, we've been at the forefront in rallying a team of service-minded professionals who embody talent, dedication, and a deep-seated commitment to fostering innovation and efficiency in IT environments. At the heart of our services is the creation of a robust framework meticulously crafted to manage IT environments seamlessly throughout the different phases of the lifecycle. Our support infrastructure is designed not just to streamline operational dynamics but to delve deeper, analyzing the intricate nuances derived from these processes, thereby offering innovation and improvement.

Cendien is more than just a service provider; we are your partners in growth, committed to turning visions into tangible realities, ensuring that every technological endeavor is not just a project but a step towards a future replete with opportunities and advancements. As we stand on the threshold of a new era in our journey, we invite you to be a part of this legacy of excellence, to craft a partnership that is synonymous with innovation, reliability, and unmatched expertise.

Cendien, a renowned Microsoft partner and a full-service provider of Information Technology Support Services, is proud to bring forward its extensive expertise and resources in extending its services to the City of Delta. With corporate headquarters in Dallas, Texas, we stand tall with a rich heritage of specializing in an array of application supports ranging from customizations, managed services, implementations to migrations and integrations.

Our firm's proficiency encompasses a wide spectrum of IT domains including, but not limited to, cloud migrations, disaster recovery, application management, system administration, and network design. We are adept at server management, overseeing patch and version control, and extending meticulous support for desktops, laptops, and mobile devices, catering to all facets of IT administration and support requirements. With a team of consultants and application experts, Cendien is committed to delivering outcomes that not only meet but exceed anticipated results. Leveraging our deep industry insights and technical acumen, we are confident in our ability to serve as a valuable Information Technology support partner for the City of Delta, bringing to the table services characterized by precision, reliability, and innovation.

In our effort to provide a comprehensive solution, we are delighted to present this proposal for IT Support Services, as requested in the RFP with a team of seasoned IT support consultants readily available for both remote and on-site support as needed. We take pride in fostering a meticulous service delivery model, which is both reliable and repeatable, facilitating the seamless realization of the client's objectives while adeptly managing all potential risks associated with the service delivery.

This proposal embodies an unparalleled fusion of outstanding technical and business services, characterized by a dedicated investment of time and resources to foster a service ecosystem that aligns seamlessly with the City of Delta's objectives. It is crafted with a visionary approach that prioritizes the implementation of client goals, ensuring a partnership that is resilient, forward-thinking, and grounded in mutual growth and success.

Our history of support services showcases our expertise in furnishing a broad spectrum of information technology solutions that span across numerous crucial domains. The range of services we offer include, but are not limited to:

- **Cloud Migrations:** Facilitating smooth transitions to cloud platforms, enhancing efficiency, and ensuring data security.
- **Disaster Recovery:** Crafting resilient systems that safeguard critical data and ensure business continuity in the face of unforeseen circumstances.
- **Application Management:** Overseeing the optimal functioning of various applications, ensuring they run seamlessly and meet your operational requirements.
- **System Administration:** Providing meticulous oversight of your IT systems to ensure stability and efficiency in operations.
- **Network Design:** Building robust and efficient network infrastructures that stand as the backbone of your IT landscape.
- **Server Management:** Ensuring the uninterrupted and secure functioning of server environments, supporting the vital operations of your organization.
- **Patch and Version Control:** Implementing rigorous controls to manage updates efficiently, keeping systems secure and up to date.
- **Desktop and Laptop Support:** Offering comprehensive support services for desktops and laptops to ensure smooth daily operations.
- **Mobile Device Administration and Support:** Managing and supporting mobile devices to safeguard data and facilitate seamless access to business resources.

Our commitment to excellence is reflected in our multi-dimensional approach, where we prioritize understanding and meeting the distinct needs of each client, focusing on providing solutions that are both innovative and reliable. By choosing Cendien, you are opting for a partner that brings a wealth of experience and a proven track record of delivering results, promising a collaboration that fosters growth and embraces technological advancements.

People are important to us; they are our most critical asset. We are known for our highly skilled talent and our high retention. We recruit, invest in, and nurture our Cendien team members so that we can offer our clients committed staff with top-notch skills who continually seek high performance for themselves and our clients.

Our best-in-class consultants add high value to organizations without the associated burden of hiring or developing employees. We are a support services firm dedicated to serving our people, clients, and our community. Cendien's Information Technology (IT) supports services offering is flexible, predictable, and scalable. This enables our clients to have reliable services to include:

- Faster and more cost-effective services.
- Methodology that centralizes the management of endpoints.
- Implementation of compliant practices that mitigate the risk.

Cendien offers the City of Delta's the following differentiators that we believe are critical to the effectiveness of this engagement.

Relationship Management

Cendien has a strong relationship management team that will work towards your success. We have a dedicated Client Managing Director who is committed to overall success of your program. A Client Account Lead would also be assigned to your organization and will serve as technical delivery lead for requests. The Client Account Lead role is our designation for leadership over all aspects of client satisfaction and technical delivery and would serve as your primary point of contact for all aspects of this contract.

Commitment

Cendien is committed to the success of the City of Delta's. Upon award, we will collaborate closely with your team, operating as a genuine partner to empower your clients in the successful execution of their most vital initiatives. We approach our collaboration with your organization as a genuine partnership, aiming to seamlessly align with your team and empower your clients in the achievement of their utmost strategic initiatives. Our commitment is rooted in facilitating and supporting the realization of your objectives, ensuring that together, we can consistently deliver on the most crucial and impactful projects.

Objectives and Key Capabilities

We understand the pressures that exist to reduce administrative costs while continuing to deliver—and even increase—the business value delivered from information delivery services. As you move forward, we know your objectives are twofold: to improve the value delivered by driving efficiency in core IT Services and to build new capabilities in the areas of new projects.

We understand the City's need for a support partner to provide high-quality information technology support services with speed and scalability. The following are the core elements of our approach.

Provide Flexibility and Scale – Cendien would work to deliver a flexible model that can scale quickly based on demand, which includes the ability to deliver onsite and remote. We leverage practices so that you have the most appropriate resources for each unique situation. You maintain a wide variety of technologies, and we provide you with an unmatched ability to work across that broad technical landscape.

Easy, Quick Access to Innovation – We have partnerships with the most recognized and successful technology providers in the industry like Infor, Oracle, AWS, Google, Microsoft and leverage those partnerships to provide the capability on emerging trends.

Diverse Team, One Culture – Cendien is a culture of dedicated and diverse people. Our team would have the same depth of expertise across the entire tech landscape you support, they all share a common understanding of what successful delivery looks like and how to achieve it.

Cendien Firm Snapshot

Cendien stands as a beacon of reliability, expertise, and innovation in the IT services landscape. We are not just a IT support services provider; we are a partner in growth, ready to forge a journey marked by success, technological advancement, and the fulfillment of mutual objectives. With a legacy steeped in success stories, we invite you to craft a future where possibilities are limitless, and achievements are a constant trajectory. We bring a rich legacy of expertise and credibility to the table, anchored by impressive credentials and a history of excellence. Here is a snapshot of what sets us apart:

- **Limited Liability Corporation:** We operate as a structured entity, ensuring that our operations and services adhere to the highest standards of legality and corporate governance.
- **Long-Standing Heritage:** Established in 1999, we are celebrating over 23 years of dedicated service, a testament to our enduring commitment to excellence and innovation in the IT services sector.
- **Strategically Located:** Our headquarters are nestled in the vibrant hub of Dallas, Texas, more precisely in Carrollton, placing us in a nerve center of technological advancements and business opportunities.
- **Certified Partnerships:** As a certified partner of industry leaders such as Microsoft and Infor, we bring to the fore a blend of reliability and expertise, delivering solutions steeped in quality and innovation.
- **Nationwide Network of Experts:** Our team is bolstered by a formidable force of over 50 consultants spread across the nation, each bringing a wealth of experience and a diverse skill set, ready to tailor solutions to meet your specific needs.
- **Public Sector Engagement:** We have carved a niche in the public sector, navigating its unique landscapes with adeptness and efficiency, and delivering services that meet the high standards of public service mandates.
- **Minority Certified Vendor:** We are proud to hold the Minority Business Enterprise (MBE) certification, a recognition of our commitment to fostering diversity and inclusivity in the business ecosystem.

As we present our candidacy to become your trusted IT support partner, we bring with us this rich background and a commitment to uphold the values and standards that have defined our journey so far. Let us leverage this legacy of excellence to foster a partnership rooted in trust, efficiency, and mutual growth.

<p>Arisma Group LLC dba Cendien (214) 245-4580 (888) 353-6744 http://cendien.com FEIN: 20-2859158 UEI: KLD6QM2MTNX5 MKXYFPN734H3</p>	<ul style="list-style-type: none"> • Limited Liability Corporation • Established in 1999 (23+ years in service) • Based in Dallas, Texas (Carrollton) • Certified Microsoft and Infor Partner • Certified Delivery Partner • Over 50+ Consultants nationwide • Working in the Public Sector • Minority Certified Vendor (MBE-Minority Business Enterprise) • NCTRCA Minority Certified Vendor (MBE) HMMB47549N0725
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Management Team



Israel Denis

Managing Director

Responsibilities: Managing Director, Project Leadership and Oversight, Escalations

Managing Director with a robust foundation in ERP system support, specifically in Financials, HR, and Procurement, complemented by a strong grasp of IT landscapes and web modules. With over 27 years of extensive ERP experience, including 25 years specializing in client IT staffing support, Israel brings a wealth of expertise to the table. His role encompasses a wide array of responsibilities, such as sourcing resources for project management, conducting scope analysis, facilitating process reviews, providing application support, devising resource planning strategies, overseeing business realignment initiatives, managing system setup and testing, executing data conversions, and conducting user training sessions. In addition to his rich professional background, Israel holds a master's degree and excels in both written and verbal communication.



Linda VanTran
Gebbia

Client Success Manager

Responsibilities: Success Manager; Management, Oversight, Escalations, Issues Resolution.

Experienced IT professional with more than 27 years of expertise in staffing ERP projects. Accomplished Practice Leader and Senior Manager with a focus on ensuring client satisfaction and delivering successful projects. Proficient in leading technology teams and projects to successful completion within budget and on schedule, while effectively managing complexity, mitigating risks, and defining project scopes. This extensive background extends to both public and private sector environments.



Luis Acevedo

Senior Resource Manager

Project Responsibilities: Project Manager, Issue Resolution, Scope Management.

Luis is a seasoned resource manager with over two decades of experience in the Information Technology sector, boasting a strong background in staffing and personnel management. His expertise spans various roles, including Systems Consultant, Project Management, and Technical Systems Manager, highlighting his exceptional ability to lead and coordinate projects effectively. He has a proven track record of successfully overseeing implementations, system upgrades, and IT development projects in diverse industries, making him a valuable resource for staffing-related challenges within these domains.



Javier Silva

Senior Technical Manager

Project Responsibilities: Technical Project Manager, Managing Tech Scope.

Javier's extensive experience spans multiple domains, granting him a well-rounded expertise in a range of IT systems and applications. His role involves managing resources, technical teams, ensuring client environments run smoothly, monitoring systems, and troubleshooting errors, and executing tasks according to best practices recommendations. In essence, he is responsible for the effective technical management of IT operations and systems.

Expertise at Your Service

Cendien prides itself on harboring a robust team of fifty-five full-time professionals, including specialists who have obtained the prestigious certification of Criminal Justice Information Systems (CJIS) Level 4 Security Awareness. This assembly of experts stands ready to offer unparalleled support to the City of Delta, bringing with them a wealth of knowledge and a profound understanding of the workings of the CJIS environment.

Dedicated Desktop Support Technicians

Our desktop support engineers are the core of our support services, presenting a range of services meticulously crafted to cater to your every need. They are well-versed in navigating the intricacies of municipal environments such as the one at the City of Delta, embodying a perfect blend of expertise and understanding to offer services that are both effective and empathic.

Services Tailored to Your Needs

From tasks as simple as replacing a keyboard to taking charge of a complete overhaul of your infrastructure through redesigning and deploying state-of-the-art systems, we house the expertise to meet a diverse array of needs. Our engineers adopt a user-centric approach, focused on meeting user needs promptly and efficiently, facilitating a smooth operational flow devoid of hindrances.

Responsive and Timely Issue Resolution

Understanding the critical role of timely interventions, our team operates with a keen eye on resolving issues swiftly, ensuring that disruptions are minimized, and productivity is upheld. Their deep-seated understanding of municipal work environments equips them to anticipate potential challenges and craft solutions that are both proactive and responsive.

Meet Your Operational Goals with Cendien

As we extend our services to the City of Delta, we bring with us not just a service, but a promise; a commitment to stand by you as reliable partners, ready to foster an environment of growth, security, and efficiency. With Cendien by your side, you are not just meeting operational goals, but setting new benchmarks in excellence, crafting a narrative of success steeped in innovation and foresight.

The value proposition that differentiates us:

- **Integrated Approach**
Understanding business objectives allows us to determine the best technological staffing solution to meet your unique requirements.
- **Technology Experts**
Specializing in providing staffing support services for the technology you require for your business systems, programs, and networks.
- **Organization's Success**
Building a relationship with our clients that facilitates open communication allowing Cendien to be proactive when presenting staffing solutions to increase the value for your organization.

The service delivery approach that differentiates us:

- **Collaboration**
We focus on clients and strong engagement with the end-user community.
- **Fit-for-Purpose**
We use best-in-class tools and deliver practical scalable solutions.
- **Change Management**
We make a commitment to change management in every initiative.

Cendien Support Services Framework

Cendien's Managed Services Framework operates on the foundational principle of delivering resilient, scalable, and secure IT solutions. Our approach is outlined below:

1. Strategic Planning

- **Needs Analysis:** Determining the specific needs of the City of Delta to create bespoke IT solutions.
- **Technology Roadmap:** Developing a long-term plan to align technology developments with your business objectives.

2. Implementation

- **Infrastructure Setup:** Setting up a robust IT infrastructure that is both resilient and tailored to meet your organization's demands.
- **Customization:** Personalizing solutions to match the unique requirements of your organization.

3. Operation & Maintenance

- **Monitoring and Management:** Utilizing state-of-the-art tools to monitor network health, ensuring optimized operations at all times.
- **Responsive Support:** Offering quick and efficient support to address any issues, reducing downtime and maintaining productivity.

4. Continuous Improvement

- **Feedback Loop:** Establishing a continuous feedback loop for consistent improvements and adaptations.
- **Technology Updates:** Regularly updating the technology stack to stay abreast of the latest advancements and maintain a competitive edge.

5. Compliance and Security

- **CJIS Certified Technicians:** Leveraging the expertise of technicians with CJIS Level 4 Security Awareness certification to ensure the highest level of security compliance.
- **Risk Management:** Implementing strategic risk management practices to safeguard your organization's data and infrastructure.

Support Services Tools

ConnectWise / Auvik

- Network Remote Monitoring & Management
- Notification of Network and Endpoint Health
- Detailed Reporting of Network Events
- Database administration maintenance plan
- Secure Backup & Disaster Recovery
- Remote Equipment Configuration
- Device Configuration Repository and Backup
- Tracks Equipment Software/Firmware Versions

SentinelOne

- Detect High-Velocity Threats in Real Time
- Proactively Hunt to Uncover Advanced Threats
- Remediate and Rollback Cyber-Attacks
- Customizable Alerting and Notification
- Anomaly and Malware Detection
- Elimination of Malware to Prevent Future Attacks
- 24x7x365 Monitoring, Detection, and Remediation

Service Approach & Offerings

The City of Delta is seeking a support partner to provide comprehensive IT Support Services. To meet the specific requests herein, Cendien will align the Organization's requests with our service offerings. A condensed offering is provided below. Here is how Cendien intends to address these needs through a bespoke service approach.

- **Understanding Your Needs**

To offer the City of Delta the most comprehensive IT support services, including vendor support and related projects, it is crucial to first gain an in-depth understanding of your unique needs and expectations.

- **Tailored Solutions**

With this understanding, we craft solutions tailored to your specific requirements, aligning them meticulously with our fixed-cost service offerings to ensure budget adherence while not compromising on the quality and breadth of services offered.

- **Holistic Service Offerings**

While we present a condensed overview below, it is important to note that Cendien is poised to deploy its entire gamut of service offerings to manage this account, ensuring a holistic and inclusive approach that leaves no stone unturned in addressing your IT support needs.

Service Offering

1. Virtual Chief Information Officer (vCIO) Services

Strategic Planning: Assisting in carving out a strategic roadmap for technology integration and utilization.

Policy Formulation: Guiding policy formulation to foster a secure and efficient IT environment.

2. Criminal Justice Information Systems (CJIS) Compliance

Certified Technicians: Leveraging our team of CJIS certified technicians to ensure compliance with necessary regulations.

Security Protocols: Establishing robust security protocols to safeguard sensitive data.

3. Managed IT Support Services

24/7 Monitoring: Continuous monitoring of your IT infrastructure to ensure optimum performance.

Predictive Maintenance: Leveraging advanced tools to predict and prevent potential issues before they escalate.

4. Vendor Management and Support

Single Point of Contact: Offering a single point of contact for managing various vendor relationships efficiently.

Negotiation and Liaison: Assisting in negotiations and liaisons with vendors to secure the best deals and services.

5. Network Design and Deployment

Infrastructure Overhaul: Overseeing a potential infrastructure overhaul to incorporate the latest technology.

Secure Network Architecture: Developing a network architecture that is both modern and secure, meeting the stringent requirements of the public sector environment.

6. Disaster Recovery and Cloud Migrations

Recovery Planning: Crafting detailed recovery plans to ensure business continuity in case of unforeseen disruptions.

Cloud Solutions: Assisting in smooth and secure migrations to cloud platforms for enhanced accessibility and efficiency.

City of Delta’s Request	Cendien IT Support Service Offering
Initial Assessment	Initial Assessment
Quarterly Microsoft Updates	Desktop Support + Server Management
Monthly Server and Endpoint Updates	Endpoint and Server Management + Cybersecurity
Endpoint Back-up services	System Administration & Backup Services
Complete Technical Support Services	24/7/365 Help Desk
24x7 Endpoint Monitoring with NOC	Remote Monitoring and Management (RMM)
24x7 NOC response for system failures	Network Management System (NMS)
SIEM Monthly Reporting (activities/updates)	Cybersecurity + SentinelOne MDR (Monitoring/Remediation)
Hardware Refresh	Separate Projects

Virtual CIO (Chief Information Officer)

The vCIO is a strategic-level Subject Matter Expert (SME), dedicated to your organization's success in partnering with Cendien as your IT Managed Services Provider. The vCIO is instrumental in executing the Initial Assessment and coordinating next steps related to the security, visibility, control, and management of your organization's network. The vCIO works directly with the IT Consultants assigned to your account to provide strategic planning, solution(s) evaluation, and monthly reports.

Initial Assessment

The Initial Assessment is to validate the existing IT infrastructure, processes, security, compliance, management, and performance of the organization. This will provide an understanding of the health and state of the IT infrastructure, allowing Cendien to document and prioritize the areas that need improvement.

IT Asset Management (ITAM)

An IT Asset Management system will be implemented to ensure that The City of Delta's IT assets will be used effectively, efficiently, and securely throughout their lifecycle. This includes Hardware, Software, Cloud Services, Network, and Digital assets. Cendien's goal will be to upgrade hardware proactively before problems and issues arise. This will provide the City of Delta's staff with updated technical resources appropriate for effective job functionality.

24/7/365 Help Desk Support + Outage Notification

For your "Global Support," Cendien Technology Management operates a Dallas-based help desk. We are prepared to accommodate your Help Desk hours from 8:00 A.M. to 5:00 P.M. Monday-Friday. Service tickets can be created via phone, email, text or the Cendien support portal support@cendien.com. Trouble tickets will be prioritized and assigned to a technician for prompt resolution. Outside of business hours, on-call technicians will respond according to the issue urgency/priority 24/7/365.

Desktop Support Services

Device onboarding/offboarding, pc repair, trouble isolation and repair of hardware devices by a Cendien CJIS Certified Level 4 Security Awareness Technician

Endpoint and Server Management

At Cendien we take a similar approach managing your Endpoints and Servers by supervising the networked devices to maintain functionality and security. This involves evaluating, assigning, and overseeing access rights, as well as applying security policies and tools to reduce the risks of attacks. At Cendien, we leverage **ConnectWise RMM** for monitoring and maintaining endpoints and servers to operate at peak performance, including management of hardware, software, security, and backups.

Remote Monitoring and Management (RMM)

Cendien deploys a software platform, **ConnectWise**, that connects to each networked device for live observation and control. This will improve IT reliability, productivity, and performance, and enable tasks such as maintenance, troubleshooting, and assessment.

Network Management System (NMS)

Cendien’s Network Management System solution, **Auvik**, will be used to collect real-time data from network elements, such as switches, routers, and access points, as well as from endpoint devices. This tool will aid Cendien in monitoring the network infrastructure to maintain efficiency, security, and improve performance.

The objective of securing the existing network infrastructure will be primary to maintain functionality for continuity of business needs. An *Information Technology Asset Management (ITAM)* solution will be developed to track hardware model types, determine hardware lifecycle, software in use, and available software updates. Reviewing database types, functions, and capacity will aid in the development of a data backup schedule.

Network elements and software with available third (3rd) party support agreements will be managed via our *Vendor Management Support* services. This allows us to support the unique use case of the Organization’s technology to integrate best with 3rd party solutions. Cendien will make the appropriate updates to the existing *Business Continuity/Disaster Recovery (BCDR)* Plan documentation or set up a Professional Services engagement to create one.

Cybersecurity

Cendien will implement and manage a cybersecurity posture to protect IT related resources. This will include deploying **SentinelOne**, a best-in-class cybersecurity platform, which manages hardware and software updates related to security vulnerabilities, proactively monitors for threats, and educates end users on preventing cyber-attacks.

Database Administration

Managing and maintaining database management systems (DBMS) software functions to include but not limited to: Installation, configuration and upgrading of Database server software. Cendien will establish and maintain sound backup and recovery policies and procedures:

- Implement and maintain database security (create and maintain users, roles, and assign privileges).
- Setup and maintain documentation and standards.
- Plan growth and changes (Capacity planning).

Vendor Management

Partner with the City of Delta’s 3rd party technology vendors for coordination to facilitate support for critical systems.

Projects

Projects will be billed separately from the proposed monthly support agreement. The Initial Assessment may provide additional opportunities for IT-related improvements to be considered for implementation. Cendien will recommend projects and create a path to a more stable network, which will be guided by IT industry best practices.

Business Continuity/Disaster Recovery (BCDR) Plan

Disaster recovery is the process of maintaining or reestablishing vital infrastructure and systems following a natural or human-induced disaster. It employs policies, tools, and procedures. Disaster recovery focuses on the information technology (IT) or technology systems supporting critical business functions as opposed to business continuity. This involves keeping all essential aspects of a business functioning despite significant disruptive events. Disaster recovery assumes that the primary site is not immediately recoverable and restores data and services to a secondary site. Cendien is prepared to engage in a project to design an IT business continuity plan in conjunction with a Disaster Recovery plan to mitigate risk related to interruptions in the existing network infrastructure that could potentially interrupt mission-critical services.

Service Support Structure

Service Request Types	Definitions
Incidents	Unplanned interruption or reduction in quality of an IT service.
Service Requests	Request from a user for information, advice, or access to an IT service ex. routine service adjustment, such as the provision of user access, or interface modification.
Request for Change (RFC)	Request for an addition, modification, or removal of anything that could affect IT Services. This may include IT services, configuration items, processes, documentation, and other related elements.
Problem	A problem is a cause of one or more Incidents. The problem management process is responsible for investigation.
Meetings or Questions	Reserve for planning, issues, setups, configuration, management, and application related.

Cendien's Remote Help Desk Support

Cendien's Remote Help Desk is headquartered in Dallas, Texas, from where we orchestrate most of our day-to-day IT support services. Our robust and dynamic support system encapsulates the following features:

Continuous Availability

- **Round-the-Clock Support:** We offer continuous IT support, ensuring that help is just a call away at any hour of the day.
- **Emergency Response:** We prioritize your peace of mind by offering a 24/7/365 help desk, ensuring that emergency situations are dealt with promptly.
- **Business Hours:** Our full-staff operations run from 7:00 A.M. to 6:00 P.M. from Monday to Friday, excluding holidays, to handle regular queries and issues.
- **Holiday Schedule:** While we observe holidays, our emergency support remains unaffected, ensuring peace of mind even during holiday breaks.

Flexible and Multifaceted Communication Channels

- **Multi-Channel Support:** You can reach out to us and log your service requests through a variety of mediums including phone, email, text, or through our dedicated Support Portal.
- **Microsoft Teams and Email Accessibility:** For easy and quick coordination, our support team is accessible through Microsoft Teams and at support@cendien.com.
- **Instant Call Response:** We are always available on call to address your concerns promptly.

Automated and Managed Ticket System

- **Real-Time Monitoring:** Our advanced monitoring platform autonomously creates tickets as issues are detected, helping to streamline the resolution process.
- **Coordinated Task Allocation:** A dedicated Help Desk Scheduling Coordinator takes charge of automatically generated tickets, assigning them to competent technicians based on the nature and urgency of the issues.

Maintenance and Security

- **Automated Maintenance:** We employ Remote Monitoring and Management software to manage Microsoft OS updates, security patches, and to automate periodic maintenance tasks, ensuring your systems are always up-to-date and secure.
- **Remote Issue Resolution:** Leveraging top-tier IT management tools, we can remotely resolve **over 95%** of IT issues, minimizing downtime and enhancing operational efficiency.

Transparency and Documentation

- **Comprehensive Documentation:** Every service action is meticulously documented in our Freshdesk ticketing software, providing a transparent view of the service status accessible through the client support portal.
- **Knowledge Base:** We maintain a well-documented knowledge base on Freshdesk, which includes details on network and equipment configurations, inventory, and licensing, ensuring critical data is easily accessible when required.
- **Reporting:** Leveraging the documented data, we provide insightful reports that facilitate future planning and help in keeping a tab on the service performances.

With Cendien’s Information Technology Managed Services, you will receive:

Best in Class Tools	For system monitoring, remote support, service requests, and cybersecurity.
Round the Clock Support	We work and provide 24/7/365 remote support.
Best Practices	Reducing downtime and increasing availability.
Peace of Mind	From a team of experts constantly monitoring your systems

Total Premier Support - Our comprehensive IT Managed Services plan consists of four (4) key elements that work together to provide the premium service requested in the RFP.

Cendien’s Total Premier Support plan provides unparalleled service via the following key components:

- **Virtual Chief Information Officer (VCIO)** - Strategic IT Management Services
- **Remote Monitoring & Management** – System generated ticketing, automated remediation, automated notification to engage our on-call engineers to respond to critical alarms 24/7/365.
- **24/7/365 Help Desk** - Over 95% of all IT support work can be done remotely from Cendien's Help Desk.

Customer Satisfaction

In addition to communicating with your vCIO, on-site technician, help desk engineers, and other staff members, you have special ways of communicating with Cendien about how well we are meeting your needs:

Ticket Surveys: Upon completion of Cendien service tickets, a customer service survey email is sent to the user who initiated the ticket. These quick, 5-question surveys provide an excellent opportunity for Cendien to be held accountable for our service levels by those who matter most—the end users.

Quarterly Strategic Review: We provide quarterly strategic meetings to better understand how to align with our customers. These meetings enable the client to provide feedback on our support, discuss upcoming projects, review the performance of our engineers, and enable Cendien to provide better overall support.

Remediation, Stabilization & Transformation

Cendien will become familiar with the organizational culture, mission, values, policies, and procedures and integrate with our client’s organization. Our goal is to move away from a "vendor" relationship and become the client's own IT department. Remediation projects will be completed to eliminate recurring issues and replace aging/at-risk infrastructure. The IT environment will be stabilized, secured, and standardized. Opportunities to transform the Client's organization will be discovered. A long-term Strategic IT Plan will be created that will turn IT into a tool that advances the organization’s mission and vision moving into the future.

With Cendien’s team support and management expertise, we will help the client execute a support plan. We believe that you should select Cendien as your IT Managed Services Provider because as a trusted partner, we will make sure that you have the best services possible, with a team of experts to quickly address issues.

Escalation Process - Cendien’s ticket escalation process will begin at the inception of the ticket. A Cendien service coordinator will triage each ticket based on its Tier:

Level	Description
Low	Client requested troubleshooting of non-business critical problems covered by client’s agreement.

Medium	Non-critical business operations are impaired. Business operations are functional.
High	Client business operations are partially impaired at one or more sites. Critical services or applications are available. Non-critical services or applications are not available.
Critical	Critical business operations unavailable at one or multiple sites.

Once the service level of a ticket is determined, a qualified resource will assign it to the first available qualified resource to begin the troubleshooting process.

Response Time – Please see below.

Response Time	Low	Medium	High	Critical
<u>Acknowledgement Response Time</u> Time from receipt of client services request to acknowledgement by Cendien team. Tickets will be created, and clients will be notified via email of ticket status.	2 hours	1 hour	30 min	15 min
<u>Service Request Initial Contact Time</u> Time from initiation of ticket and the time a Cendien Technical resource initiates the troubleshooting process	4 hours	2 hours	30 min	15 min

Client Responsibilities

To foster a successful partnership and ensure the optimal delivery of our services, we require the client to adhere to the following prerequisites:

General Cooperation

- **Remote Service Agreement:** The client consents to the bulk of the services being furnished remotely.
- **Access and Cooperation:** Grant unrestricted access to network components, endpoint gadgets, servers, and pertinent software/licenses both during and beyond regular business hours to facilitate specified deliveries.
- **Knowledge Sharing:** Allow access to existing network diagrams, run books, and engage subject matter experts for fruitful knowledge transfer.
- **Coordination with IT Assets:** Ensure smooth collaboration with IT assets pivotal for the fulfillment of Cendien's deliverables.

Notification and Scheduling

- **Scheduled Projects:** Schedule any project engagements with a minimum notice of two weeks to allow for adequate preparation and resource allocation.
- **Critical Personnel Event:** Notify Cendien a minimum of 48 hours before any scheduled critical personnel event and promptly in the case of an unscheduled critical event.

- **Service Interruption Notification:** Keep Cendien informed 48 hours prior to any planned event that might disrupt our services, and without delay in the event of an unforeseen interruption.

Technical Requisites

- **Maintenance Downtime:** Consent to downtime during the stipulated IT maintenance window to facilitate routine upkeep and necessary adjustments.
- **Critical Security Downtime:** Be amenable to priority downtime to address and neutralize critical 0-day security vulnerabilities, safeguarding the system from potential breaches.
- **Software Adoption:** Migrate to Cendien's service software stack comprising ConnectWise, Auvik, and SentinelOne for integrated service delivery.

Financial Responsibilities

- **Cloud Service Expenses:** Agree to bear all expenses related to cloud services essential for executing backups proficiently.
- **License and Support Agreements:** Uphold the currency of all licenses as well as third-party hosting, maintenance, and support agreements for the tenure of the contract.

Reservation of Rights

This proposal has been meticulously crafted based on the details furnished by you, coupled with the assumptions we articulated to encapsulate the substance portrayed herein. We have exerted considerable effort to maintain the precision of this quotation.

Disclaimers

- **Accuracy and Completeness:** While utmost care has been undertaken to preserve the accuracy of this quote, we do not grant any guarantees, either expressed or implied, concerning the exactitude, completeness, or adequacy of the data delineated herein.
- **Liability Limitation:** We shall not bear responsibility for any errors or omissions present in this quote, safeguarding us from any liabilities arising due to potential inaccuracies or incomplete information.

Negotiation and Contractual Agreement

- **Negotiation Rights:** We affirm your entitlement to negotiate and endorse the conditions of any ensuing contract, a prerogative that we retain as well.
- **Mutual Consent:** It is a cardinal principle that all contract clauses and stipulations shall be cultivated through a process of mutual consent, fostering a collaborative agreement that aligns with the objectives and constraints of both parties.

We anticipate embarking on a productive collaboration with mutual respect and understanding, steering towards a partnership that is symbiotic and prosperous. This reservation of rights is designed to serve as a preliminary step in nurturing a business relationship grounded in transparency, diligence, and reciprocal agreement.

Support Service Exclusions

Support Services Available for Additional Fees.

General

- Onsite Engineering and Onsite Support: While we focus on providing remote solutions, our team can be dispatched for onsite support based on a bespoke arrangement, including but not limited to infrastructural assessment and optimizations.
- Custom Reporting: Detailed and tailored reporting solutions to meet your specific informational and analytical requirements.

Cloud and Database Services

- Cloud Services: Although not part of the package, our vast range of cloud offerings can be explored separately to find a solution that matches your organizational needs.
- Database Monitoring & Optimization: This encompasses ensuring optimal database performance through meticulous monitoring and facilitating necessary adjustments for peak functionality.

Cyber Security and Compliance

- Cyber Security Incident Response and Remediation: Immediate action plans for cybersecurity incidents are available for consultation and deployment, to ensure business continuity and data safety.
- Chief Compliance Officer Responsibilities: Engaging with us for adherence to necessary compliance mandates and for the systematic audit process is a service we can offer outside the current scope.
- Cybersecurity Breach Handling without Advanced Cybersecurity: Handling cybersecurity breaches without the involvement of our advanced cybersecurity product entails a separate chargeable service.

Hardware and Software

- Upgrades, Additions, or Changes in Equipment or Software: Major overhauls of the existing systems including hardware swaps and software upgrades will require a separate project consultation.
- End of Life (EOL) Hardware/Software Support: Support services for EOL hardware or software exist but will be limited in scope and will entail additional costs.
- Firmware and 3rd Party Patching: Assistance with firmware issues and third-party patch management are available as part of a different package.

Training and Consultation

- Business Application Training: Comprehensive training solutions for a range of business applications are available upon request.
- IT Standards and Policies Consultation: Consultations regarding IT standards, policy formations, and help with regulatory audits can be undertaken as separate projects.
- Mobile Device Management: Our experts can help in crafting strategies for the seamless management of mobile devices in your organization.

Recovery Solutions

- Data & Disaster Recovery Remediation not Designed by Cendien: If recovery solutions not designed by us are deployed, our role in remediation will be limited and charged separately.
- Non-Cendien Owned Business Continuity Solutions: Monitoring and management of business continuity solutions not owned by Cendien are beyond the scope of this contract. Cendien cannot be held liable for issues arising from solutions offered by a different entity.

Service Level Agreement (SLA) and Equipment

- Limited Support for Items not Under Warranty: While limited support will be provided for items not under warranty, persistent issues will necessitate replacement at the client's expense to maintain the IT environment's security.
- Client's Failure to Replace Recommended Hardware: In cases where the client refrains from replacing advised hardware, the SLA terms will be deemed unapplicable, thus categorizing services and remediations as out of contract scope.


Client References


Cendien currently provides IT (Information Technology) Managed Services to Nurse Assist and the City of Concord using the same model proposed in this response. They are similar in size, scope, and complexity. References will be provided below for those Managed Services clients. We ask that you email and coordinate the reference check with the clients before calling them so a time can be scheduled in advance.




Clients include but are not limited to:

- Nurse Assist
- City of Concord
- Globe Life
- Guilford
- GNC
- MV Transportation
- Regional Transit Authority
- Bon Secours Hospital Rochester Medical
- JFK Medical Center
- Torchmark
- Cinemark USA
- CVS Health
- Arvest Bank
- Eastern Maine Healthcare
- Olathe Medical Center
- Golden Gate Capital
- Boy Scouts of America
- Santa Clara Valley Water District
- DeVry University
- Cooks Childrens
- University Health
- Arabian Centers
- Froedtert Health
- McKinsey & Co
- City of Carrollton
- City of Arlington
- Sheridan Healthcare
- Novant Health
- Tift Regional Medical Center
- Workers Compensation Board of Manitoba


Reference 1: IT Managed Services and Support to Nurse Assist	
<p>Project Description</p> 	<p>Nurse Assist needed assistance supporting their Microsoft Office products which included management of their Office 365 and Azure tenants. Cendien provided email security and managed and maintained their IT infrastructure and surveillance cameras. Cendien also administered company applications, including ERP application Infor Syteline and Factory Track.</p>
Project Goal/Objective	Obtain technical expertise to better manage its applications. Open tickets with Cendien for incidents and requests and ask for support assistance. Prioritize project and system automation, strategy, and guidance.
Support Services	<ul style="list-style-type: none"> • Network Management, Server Management • Desktop & End User Support • Security Services, Data Backup & Recovery • Cloud Services, Email & Communication Systems • Remote Monitoring & Management • IT Strategy and Planning • Compliance and Regulations • Reporting and Documentation • User Training • Infor CSI EDI Implementation • Windows Maintenance & Upgrades • IT Helpdesk and IT Managed Services
Dates of Engagement	2018 to present, 2 extensions of 5 Years
Project Owners	Israel Denis, Javier Silva
Team Members	Austin Hynes, Colby Criswell, Luis Acevedo, Shirley Duong, Brian Granados
Contact	<p>Ryan Winter Chief Financial Officer 4409 Haltom Road, Haltom City, TX 76117 (505) 410-5684 rwinter@nurseassist.com</p>
Contract Amount	\$250,000 (IT Staffing, IT Consulting, IT Managed Services)
Contract Duration	5+ years (Status: Ongoing)
Completion Date	12/31/2028

Reference 2: IT Managed Services and Support to City of Concord	
<p>Project Description</p> 	<p>City of Concord could not properly support their Infor Lawson ERP Applications due to limited staff. They needed help with project management, ongoing support, overall strategy, applying patches, upgrades, improving system performance, LBI and 4GL development, Year End closing process, supporting interfaces, and technical/functional expertise to better manage their Infor applications.</p> <p>Additionally, City of Concord needed assistance with their Window servers. This includes database management, updating patches on Windows servers, rebuilding replication, automating processes, and working with their Infrastructure team.</p>
Project Goal/Objective	Provide both functional & technical expertise for issues resolution, business process improvement, system setup, configuration changes, user requirements, report design, enhancement requests, and system changes. Cendien was able to quickly integrate to COC and become an extension of their support team.
Support Services	<ul style="list-style-type: none"> • Windows 2012 to 2019 Server Upgrade Project • Windows Server Patching, User Training, Data Optimization • Functional Support of FIN, SCM, and HCM • Lawson Payroll/HR, including Year End Support and Patching • Infor Security Administration / LBI Reports, and Crystal Reports Development • Infor ADFS/LDAPS Project / Infor OS Environment Installs • Lawson Env Upgrade (LSF, Java, WebSphere, Portal) • BSI TaxFactory Upgrade • Custom 4GL Program Development
Dates of Engagement	2021 to present, 2 years + of providing service
Project Owners	Israel Denis, Linda VanTran Gebbia
Team Members	Austin Hynes, Luis Acevedo, Shirley Duong, Nicole Sutti, Lakshmi Damerla, Dave Alwardt, Javier Silva
Contact	Damaris Sambajon IT Manager, Enterprise Applications Phone: (510) 207-9737 damaris.sambajon@cityofconcord.org
Contract Amount	\$300,000 (ERP Staffing, ERP Consulting, ERP Managed Services)
Contract Duration	5+ years (Status: Ongoing)

Completion Date	12/31/2026
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Reference 3: IT Managed Services and Consulting to Guilford County	
Project Description 	Guilford County needed technical and functional expertise to augment their current team in preparation for migrating to Tyler Munis. They needed system support, functional expertise, IPA development, and program development for its conversion to Tyler Munis. They also needed overall guidance in supporting their Infor applications environment.
Project Goal/Objective	Provide both functional & technical expertise for issues resolution, business process improvement, system setup, configuration changes, user requirements, report design, enhancement requests, and system changes. Cendien was able to quickly integrate to Guilford and become an extension of their support team.
Support Services	<ul style="list-style-type: none"> • Functional Support of Infor Lawson Payroll/HR Applications • Infor Lawson Payroll Data Conversion Files to Tyler Munis • Kronos to Tyler Munis Data Conversion • Go Live Support on Tyler Munis • Kronos Upgrade Support • Custom 4GL Program Development
Dates of Engagement	2019 to present
Project Owners	Linda VanTran Gebbia, Joanne DeLorenzo
Team Members	Joanne DeLorenzo, Lakshmi Damerla, Nicole Sutti, Sharon Jordan, Imran Khan, Javier Silva
Contact	Sherry Bigelow Project Manager, Enterprise Applications (336) 641-4836 sbigelow@guilfordcountync.gov
Contract Amount	\$200,000 (ERP Staffing, ERP Consulting)
Contract Duration	4+ years (Status: Ongoing)
Completion Date	12/31/2024

Reference 4: Application and Managed Services to Santa Clara Valley Water District	
<p>Project Description</p>	<p>Santa Clara Valley Water District engaged Cendien to assist with various reports that Infor was not able to develop or timely deliver. Cendien was able to successfully develop the reports in Birst, IPA, and ISD (Infor Spreadsheet Designer). Valley Water also engaged Cendien for Managed Services for the rollout of its CloudSuite applications for FSM (FIN and SCM) and HCM applications.</p>
Project Goal/Objective	<p>Develop the reports in Birst, IPA, ISD, and demo them to users. In a month’s time frame, Cendien was able to quickly develop the reports. Valley Water also issued an RFP for Managed Services and Cendien won a multi-year contract to provide ongoing support for the rollout of CloudSuite to Valley Water’s team. Cendien is optimizing business processes, helping the business to fill the gaps via configurations and solutions from Cendien. Team in constant review of processes for complete Infor solutions implementation.</p>
Support Services	<ul style="list-style-type: none"> • Reports Development and System Enhancements • Functional Support of FIN, SCM, and HCM applications • Custom IPA Report Development and US Bank Integration Project • Systems Integrations for: Hyland OnBase, ProjectMate, Water Efficient • Infor Document Management (IDM) for PO’s (Purchase Orders) • Absence Management Configuration and Setup for Temps/Interns • ION BODs/ION API/IPA Development
Dates of Engagement	2021 to present, 2 years + of providing service
Project Owners	Israel Denis, Leonard Zemman
Team Members	Joanne DeLorenzo, Keerthy Jayavelu, Nicole Sutti, Moyi Banerjee, Imran Khan, Javier Silva
Contact	<p>Linda Huang Corporate Applications Manager - Software Services Phone: (408) 630-2459 LHuang@valleywater.org</p>
Contract Amount	\$400,000 (ERP Staffing, ERP Consulting)
Contract Duration	5+ years (Status: Ongoing)
Completion Date	12/31/2026

Reference 5: Application and Managed Services to Regional Transit Authority (RTA)	
<p>Project Description</p> 	<p>The Regional Transit Authority engaged Cendien to assist with managing and supporting their entire Infor Applications, implementing an ERP Roadmap to improve functionalities, alleviate pain points, improve reporting, and achieve user satisfaction.</p>
<p>Project Goal/Objective</p>	<p>Provide both functional & technical expertise for issues resolution, business process improvement, system setup, configuration changes, user requirements, report design, enhancement requests, system changes. Implemented Infor Document Management (IDM) and customized reports in BI FSM / Application Studio.</p>
<p>Support Services</p>	<ul style="list-style-type: none"> • Functional Support of Infor CloudSuite Applications (FIN and SCM) • ERP Improvements & Pain Points • Technical and Functional Staffing Support • Infor Document Management implementation • BI FSM Reports Development and Enhancements
<p>Dates of Engagement</p>	<p>2021 to present, 2 years + of providing service</p>
<p>Project Owners</p>	<p>Asanka DeSilva, Moyi Banerjee</p>
<p>Team Members</p>	<p>Sethu Pathy, Siva Kumar, Sharon Jordan, Nicole Sutti, Moyi Banerjee, Imran Khan, Javier Silva</p>
<p>Contact</p>	<p>Asha Mathunny IT Director, Applications Services Phone: (312) 913-3200 asha.mathunny@rtachicago.org</p>
<p>Contract Amount</p>	<p>\$250,000 (ERP Staffing, ERP Consulting)</p>
<p>Contract Duration</p>	<p>5+ years (Status: Ongoing)</p>
<p>Completion Date</p>	<p>12/31/2026</p>

Summary & Conclusion

In the dynamic landscape of IT support partners, what sets a service apart is not just the spectrum of services it offers but the depth of its expertise, the reliability of its systems, and a history of successful engagements that speak for its efficacy. Cendien stands tall encompassing all these traits, bringing forth an offer that is grounded in more than two decades of industry experience and enriched with real-time solutions for government IT support environments.

Expertise and Responsiveness

Our deep-rooted belief in the capabilities we offer stems from the blend of unparalleled IT skills, fortified through rigorous training and certifications, and a rich repository of real-world experience in governmental IT support. This allows Cendien to tailor services that meet the distinct needs of the City with a readiness to respond round the clock, every day of the year, making us a partner you can rely on in every emergency.

The Finest Industry Tools

The Cendien approach is designed with the best the industry has to offer. Our team, equipped with state-of-the-art tools, functions like a well-oiled machine ensuring not just service, but a service experience that is smooth and fosters a successful, lasting relationship.

Proactive and Preventative Solutions

We rise above the reactive approach to IT support solutions, ushering in a proactive methodology that continuously monitors all crucial servers, workstations, and network devices. This vigil ensures that any potential issues are identified and rectified before they can escalate, promising a seamless operational environment.

Your Virtual IT Department

What we offer goes beyond a support service; it is an experience akin to having a dedicated IT department. A system where help is a call away, ready to address a vast array of needs remotely through our unlimited in-scope help desk support, with the added assurance of on-site support as per your requirements.

Cost-Effective Excellence

Our proven methodology ensures an enterprise-class IT department that is not only robust and reliable but also cost-effective, giving you the best value for your investment, with no compromise on quality and efficiency.

Conclusion

In conclusion, Cendien Information Technology Services does not just offer IT Support; we offer a partnership grounded in trust, expertise, and a commitment to bringing innovative and custom-tailored solutions to the City of Delta. We look forward to the opportunity of fostering a technologically enriched future, where every IT solution is not just a service but a milestone towards greater efficiency and success.



**City of Delta, CO
Request for Proposal (RFP)**

Information Technology Services



February 29, 2024

City of Delta
Attn: Jolene Nelson
Administration
360 Main Street
Delta, CO 81416

CENDIEN
empowering business
CENDIEN
1846 E Rosemeade Parkway
Suite 200
Carrollton, TX 75007
(214) 245-4580



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Proposal for IT Support Services

Introduction

Cendien is honored to present this proposal in response to the City of Delta RFP for Information Technology Services. Leveraging our experienced team of IT consultants, we are poised to deliver remote support services designed to meet the complex IT needs of the City of Delta.

Proposal Overview

Our proposal outlines a 36-month partnership, during which we commit to providing comprehensive outsourced managed services as detailed below. We are convinced that this collaboration will foster a robust and secure IT infrastructure conducive to achieving the City’s objectives.

Scope of Services

We propose to offer the following services as part of our Managed IT Services package:

<p>Remote IT Support Services</p> <ul style="list-style-type: none"> • Helpdesk support • Network monitoring and management • Server management and monitoring 	<p>Cloud Management</p> <ul style="list-style-type: none"> • Cloud infrastructure setup and maintenance • Data backup and recovery solutions
<p>Cybersecurity</p> <ul style="list-style-type: none"> • Firewall and antivirus management • Regular security audits and assessments 	<p>Consulting and Advisory</p> <ul style="list-style-type: none"> • Strategic IT planning and consulting • Technology assessment and recommendations

Team Composition

Our team of IT consultants comprises seasoned professionals with expertise in various domains including, but not limited to:

- IT Strategy and Planning
- Network and System Administration
- Cybersecurity
- Cloud Computing

Service Delivery Model

Our service delivery model is designed to ensure reliability and effectiveness:

- **Invested Resources** – Employing state-of-the-art technology solutions to ensure smooth delivery.
- **Repeatable Service Delivery** – Establishing a service model that ensures consistent delivery over time.
- **Risk Management** – Incorporating strategies to identify and manage risks proactively.

RFP Scope of Services Requirements

End User Support

Our end-user support services are designed to facilitate efficient operations and provide reliable support for City of Delta's IT environment. Here's a detailed overview of the services we offer:

Help Desk Services

- **Help Desk Monitoring and Ticket Resolution:** Offering continual help desk monitoring to oversee, manage, and resolve tickets in a timely manner.
- **Automated Ticket Creation:**
 - **System Notifications:** Setting up automation for ticket creations triggered by system notifications without user intervention.
 - **Issue Tracking and Reporting:** Streamlining the process of tracking and reporting issues through automated systems.

User Support

- **End-User Queries and Support:** Addressing end-user questions and providing necessary support.
- **New User Setup:** Facilitating the onboarding process through meticulous new user setups.
- **Management of Active Directory and Email Systems:** Assisting in the editing or removal of users from Active Directory domain services and email systems as necessary.

Accessibility and Response Time

- **Business Hours:** Reachable by telephone from 7:00 a.m. to 6:00 p.m., Monday through Friday.
- **Emergency Response:** Implementing an emergency response system for after-hours assistance requests.

Response Time:

- **During Business Hours (8:00 am – 5:00 pm):** Committing to a response time within 30 minutes.
- **After Hours (5:00 pm – 7:00 am):** Ensuring a response time within 30 minutes for urgent service or assistance requests.

On-Site Support

- **Dispatch On-Site Technician:** Arranging for an on-site technician to be dispatched for incidents not able to be resolved remotely. Regular onsite support will be scheduled to liaison with staff in problem solving, and to engage in planning for future needs.

Network Monitoring and Support

Cendien offers an integrated suite of network monitoring and support services to maintain high uptime and performance of the City of Delta's IT network. Here is a detailed description of our services in this sector:

Connectivity Monitoring and Troubleshooting

1. **Internet Connectivity:**
 - **Monitoring:** Constant vigilance over your internet connectivity to ensure smooth operations.

- **Troubleshooting:** Swift identification and resolution of any issues affecting internet connectivity to minimize downtime.

2. Internet/LAN Connectivity:

- **Monitoring:** Overseeing both the internet and LAN connections to maintain a stable network environment.
- **Troubleshooting:** Implementing rapid troubleshooting processes to address connectivity issues efficiently, ensuring the uninterrupted flow of operations.

Network Device Management

- **Updates:** Keeping all network devices updated to the latest versions to ensure security and optimal performance.
- **Maintenance:** Regular maintenance routines to preemptively address potential issues before they can affect the network.
- **Configuration:** Setting up and configuring network devices to function harmoniously, meeting the specific requirements of the City of Delta's IT environment.

Server Monitoring and Support

Our services in server monitoring and support are comprehensive, aiming to maintain a robust and secure server infrastructure for City of Delta. Below we outline the specific services that we offer:

Server Infrastructure Maintenance

- **Operational State:** Ensuring that the server infrastructure consistently remains in a functional and operational state.
- **System Reports and Alerts:** Diligently monitoring system reports and alerts to anticipate and address potential issues proactively.

System Updates and Backups

- **Updates/Patches:** Regularly updating essential systems with the latest updates and patches to maintain security and performance.
- **Automated Updates:** Automating the downloading and installation of necessary updates/patches every 30 days, utilizing a predefined approved install maintenance window to avoid disrupting users during business hours.
- **Data Backup:** Upholding a regular routine to back up all data hosted on City of Delta's server systems, ensuring data integrity and availability.

Software and License Monitoring

- **Software Installations:** Facilitating the installation of new software, ensuring compatibility and integration with existing systems.
- **License Monitoring:** Keeping a vigilant eye on software license usage and expiration dates to maintain compliance and uninterrupted service.

Automated Monitoring

- **Problem Notification System:** Implementing an automated problem notification system for real-time monitoring of all computer and network-related hardware and software.
- **Server Operations Reports:** Providing meticulous monitoring through daily server operations reports, backup logs, weekly server usage reports, and regular updates on Microsoft security status.

Disaster Recovery

- **Disaster Recovery Plans:** Crafting, maintaining, and updating disaster recovery plans to ensure seamless recovery in the event of catastrophic failures, safeguarding City of Delta's critical data and system functionalities.

Network Security Support

We are committed to safeguarding City of Delta's network infrastructure through a suite of network security support services that are robust and reliable. Here's what we offer:

Network Audits and Recommendations

- **Audit:** Conduct comprehensive network audits to assess the current security landscape and identify potential vulnerabilities.
- **Recommendations:** Provide insightful recommendations based on the audit findings to bolster network security.

Security Monitoring

- **Intrusions/Threats:** Constantly monitor the security status to promptly detect and respond to any intrusions or threats, ensuring the integrity of City of Delta's network.
- **Operational Security Feedback:** Deliver periodic feedback on operational security, helping you stay updated on the security health of your network.

User Management

- **User Logins and Security:** Manage user logins diligently, maintaining a secure access control system to protect sensitive data and network resources.
- **Roles and Permissions:** Set up and manage roles and permissions judiciously to facilitate secure and efficient access to network resources.

Malware and Virus Protection

- **Software Maintenance:** Ensure the virus and malware software on all City of Delta computer systems are up to date, offering a first line of defense against cyber threats.
- **Reporting:** Provide regular reports on the status and findings of the malware and virus protection systems, keeping you informed of potential threats and preventive measures.

Update Management

- **Signature File Updates:** Install and maintain virus signature file updates, ensuring real-time protection against known threats.
- **Patch Management:** Oversee a structured patch management strategy, regularly updating all systems to mitigate vulnerabilities and maintain a secure network environment.

Initial Assessment

In the initial stage of our engagement, we undertake a rigorous assessment of the existing technological landscape at City of Delta to identify and rectify issues and to set a robust foundation for ongoing monitoring and alerting. Here's what the process involves:

Technology Evaluation

- **System Inventory:** Create an inventory of all hardware and software assets to have a comprehensive view of the existing technology stack.
- **Performance Assessment:** Evaluate the performance of various systems and technologies to understand their current state and effectiveness.
- **Security Audit:** Conduct a security audit to identify vulnerabilities and ensure all systems are secure and data is protected.

Issue Resolution

- **Issue Identification:** Identify existing issues in the system through a meticulous review of the current setup.
- **Rectification Plan:** Develop a structured plan to rectify identified issues, setting a timeline and allotting resources for the task.
- **Implementation:** Implement the rectification plan, ensuring that all issues are resolved effectively and in a timely manner.

Setting Up Monitoring and Alerting

- **Monitoring Tools:** Set up state-of-the-art monitoring tools to keep a continuous watch on the system health and performance.
- **Alerting Mechanism:** Establish an alerting mechanism to receive instant notifications about any disruptions or issues, facilitating quick responses.
- **Periodic Reports:** Design a system to generate periodic reports giving insights into system health, which would be instrumental in informed decision-making.

Asset Tracking

To ensure a streamlined and efficient operational environment, we offer meticulous asset tracking services that encompass the following key areas:

Electronic Inventory Maintenance

- **Inventory Database:** Establish and maintain a comprehensive database that documents all software and computer products owned or purchased by City of Delta.
- **Regular Updates:** Regularly update the inventory to reflect recent acquisitions, upgrades, or retirements, ensuring that the database is always current.
- **Software License Tracking:** Track the licenses of all software products to manage compliance and renewals efficiently.

Hardware Warranty Coordination

- **Warranty Tracking:** Keep detailed records of warranty information for all hardware units, facilitating easy access to warranty services when needed.

- **Warranty Claims:** Coordinate warranty claims, liaising with vendors to ensure speedy resolutions to hardware issues.
- **Warranty Renewals:** Manage warranty renewals to ensure continuous coverage, helping to maintain the longevity and functionality of City of Delta's hardware assets.

Services and Support Strategies

Quarterly Management Meetings

- **Strategic Overview:** Review the strategic direction and overview of IT initiatives.
- **Performance Review:** Evaluate the performance of implemented strategies and identify areas for improvement.

Technology Strategy Planning

- **Roadmap Development:** Develop a technology roadmap that aligns with City of Delta's objectives.
- **Innovation:** Incorporate the latest technological advancements to foster innovation.

Quarterly Health Check

- **System Analysis:** Conduct an analysis of the system's health and functionality.
- **Recommendations:** Provide recommendations based on the health check results.

Technology Procurement Consulting

- **Vendor Analysis:** Assist in analyzing potential vendors and products.
- **Cost-Efficiency:** Ensure cost-efficient technology procurement strategies.

Monthly Reporting

- **Performance Metrics:** Report on key performance metrics.
- **Incident Reports:** Provide detailed incident reports to maintain transparency.

Proactive Monitoring of the Network Environment

- **Real-Time Alerts:** Set up real-time alerts for network discrepancies.
- **Performance Optimization:** Continuously work towards network performance optimization.

Proactive Virus Protection

- **Security Updates:** Ensure timely updates to security systems.
- **Threat Analysis:** Carry out regular threat analyses to stay one step ahead of potential issues.

Password Administration

- **Secure Access:** Implement and manage secure access protocols.
- **Regular Updates:** Encourage regular password updates to enhance security.

City of Delta Current Environment

Current IT Systems Environment

Server Environment	
Virtual Server Environment (10-15 endpoints)	
Server: Windows 2019 R2 / DELL PowerEdge (T710 / R710)	
Workstations Laptops Quantity: 78+ devices (85 endpoints)	End-Users Quantity: 85 End Users
Office 2019 Standard –	
Recommendations:	
<ul style="list-style-type: none">• Migration to Office 365.• Move servers to the Azure Cloud.• Setup Azure Active Directory.• Migrate to CloudFlare• Setup Spam Filtering (Barracuda)• Rollout SentinelOne• Install Peplink Router/Firewall	

IT Support Service Pricing

The following fee structure for the 12-month period with 1 renewal options at the same rate. All services are remote.

Outsourced Managed Services Fee:

Onboarding				Monthly Total	Annual Total
Onboarding – (Waived)					\$2,525
Tools (Based on Devices)	Qty	Unit Price	Monthly Total	Annual Total	
ConnectWise + SentinelOne	85	\$15	\$1,275	\$15,300	
Auvik Network Licensing	4	\$15	\$60	\$720	
Total Support Tool Pricing					\$16,020
Monthly Support and Monitoring Hours	Qty	Unit Price	Monthly Total	Annual Total	
Support Hours (remote) – 10 hrs weekly	520	\$100	\$4,333	\$52,000	
Total Support Labor Pricing					\$52,000

Outsource Managed Services Contract Annual Pricing

Contract Year	% change	Total Annual Support Cost	Monthly Cost
(1) One	0%	Labor: \$52,000 + Tools: \$16,020 Total Support Cost: \$68,020	\$5,669
(2) One	0%	Labor: \$52,000 + Tools: \$16,020 Total Support Cost: \$68,020	\$5,669

Conclusion

We are confident that this proposal lays out a strategically designed framework that is primed to not only steer the City of Delta toward achieving its IT objectives with efficiency and innovation but also adept in mitigating and managing associated risks seamlessly. Thank you for considering Cendien as your partner in Information Technology Services. We look forward to the opportunity of working with The City of Delta.

Managed Services & Cybersecurity Offerings

Managed Services (Included)
Infrastructure & Device Management
Network Monitoring - ICMP/SNMP
24x7x365 Monitoring
Reporting/Periodic Business Reviews
Cloud/SaaS Application Management
Help Desk & On-Site Services
Backup & Disaster Recovery
Remote Support Included
Project Work - Bundle or Ad-Hoc (Hourly)

Basic Security	\$15/User
Basic Spam Filtering	
Endpoint Detection - additional Layer	
Windows desktop backup	
Microsoft 365 Backup	
Disk Encryption/Protection	
Web Content Filtering	
Basic Antivirus/Antimalware	

Advanced Cybersecurity	\$35/User
Password Vault and Management	
Security Awareness Training	
Single Sign-On	
Dark Web Monitoring	
Email Encryption/Protection	
Advanced Spam filtering and safe links	
EDR (Endpoint Detection and Response)	
Multi-Factor Authentication	
Cybersecurity Risk Assessment	
Vulnerability Scanning	
Data Loss Prevention for M365	
Microsoft 365 Tenant Security	
Includes Basic Security	

Advanced Cybersecurity+	\$95/User
VCISO / VCIO	
Managed SIEM/SOC	
MDR - EDR + Managed SOC (Security Op Center)	
Firewall Management	
MDR SOC / SIEM /Log Collection/Retention	
Network Access Control	
Includes Advanced Cybersecurity	

Professional Service Pricing

Professional Services Hourly Rate:

For projects outside the scope defined in the RFP, we propose an hourly rate, which is outlined below:

Description	Hourly Rate
Level 1 Technician (remote)	\$90 / hour
Level 2 Technician (remote)	\$100 / hour
Level 3 Technician (remote)	\$125 / hour
Project Management (remote)	\$150 / hour

City of Delta

Information Technology Services

Bid Response Packet

Blue Key IT Services LLC

CAGE Code: 9AD54

Prepared by: Matt VanGels

5808 S Rapp St. #212

Littleton, CO 80120

720-464-3478

matt@bluekeyit.com

Bid Due Date: Feb 29th 2024

ALL Addendums Acknowledged



BlueKeyIT

Proposal Enclosed



Letter of Transmittal

BlueKey IT is pleased to present this proposal to the City of Delta.

We have carefully considered the City's specific requirements and objectives and formulated an approach that we believe aligns with your vision and mission. While located in Littleton, CO BlueKey IT currently works with clients as far west as Grand Junction with regularly scheduled visits to offices throughout the Western Slope.

At Blue Key IT, we prioritize the client experience and believe in collaborative partnerships. We stand committed to actively engaging with the City throughout the design and development stages, ensuring transparency, and aligning our efforts with your objectives.

We understand the critical role that robust, scalable, and reliable network infrastructure plays in supporting the City's ecosystem. With an extensive history of serving customers across the nation, we aim to bring this wealth of experience and dedication to ensuring success and efficiency of your IT program.

We appreciate the opportunity to submit this proposal and hope to initiate further discussions to address any queries and align our solutions more closely with the City's vision.

Thank you for considering BlueKey IT as a prospective partner. We look forward to the opportunity to contribute to the continued success and improvement for the City of Delta's IT needs.

Respectfully Yours,

Matt VanGels

Business Development - Colorado

5805 S Rapp St. #212

Littleton, CO 80120

720-464-3478

matt@bluekeyit.com

PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Blue Key IT Services LLC

Total Proposal Amount: \$ \$6,240 monthly

Total Written Proposal Amount: Six Thousand Two Hundred Fourty Dollars each Month

Estimated Start Date: TBD

SUBMITTED on: 28 Feb, 20 24

NO. 228-2 / 2024



TECH SUPPORT PROPOSAL

UNLOCK YOUR TECHNOLOGY'S POTENTIAL

PROPOSAL FOR:

City of Delta
360 Main Street
Delta, Colorado 81416

OUR SUPPORT SERVICES



At BlueKey IT Services we offer a variety of tech support solutions and services that are critical to your day-to-day operations. We customize our service to meet your organization's needs, prevent problems, fix any issues you encounter, and protect your organization's data. By providing fast and reliable support, we can help you work more efficiently and securely.



MANAGED TECH SUPPORT

Monthly service contracts and break/fix IT support services



WORKSTATION SUPPORT

Top-notch support for both Windows and Mac workstations



SERVER SUPPORT

Server support, including active directory, exchange, and more

SECURE



TECHNOLOGY CONSULTING

Chief Technology Officer (CTO) services and strategic planning



CLOUD COMPUTING

Cloud support and making your data available from anywhere



BACKUPS & RECOVERY

Enterprise-level data backups and disaster recovery solutions

RELIABLE



NETWORKING & WIFI

Design, setup, and manage high speed networks and WiFi



SECURITY & COMPLIANCE

Security setup and review HIPAA, PCI DSS, and FISMA compliance



VMWARE & HYPER-V

We can plan, setup, and manage your virtual hosts and servers

FAST



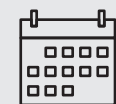
EMAIL & EXCHANGE

Support for Microsoft Exchange, Office 365, and Google Apps



ANTI-VIRUS & ANTI-MALWARE

Anti-virus and anti-malware protection and threat removal



24/7/365 MONITORING

Watches your servers, computers, and networks for potential issues

EFFICIENT

Project Team Bios



- 1. Mike VanGels – Senior IT Engineer** Mike has been providing IT support services as a Senior Systems Engineer for the past 15 years. He has extensive knowledge in networking, system administration, server virtualization on both Microsoft and VMware platforms, disaster recovery protocols and procedures. He is a Microsoft Certified Professional and currently supervises a team of support professionals to provide IT consulting and vCIO services to SMBs.
- 2. Carrie - Operations Manager** at BlueKey IT and has been providing IT support, project and operations management for 5 years. She is familiar with Microsoft 365 Admin, Exchange, Azure, Sharepoint, OneDrive and Teams along with account configuration in Active Directory. She provides Cyber Security, new hire, Teams and Outlook trainings frequently to many different types of businesses. She also frequently configures workstations and provides daily IT support including troubleshooting for printers, Windows 7, 10, and 11, Apple products, phones, tablets, etc to over 100 different companies. She also manages Cyber Security phishing campaigns and server to sharepoint migrations. Carrie is also CompTIA A+ and Network+ certified and has a Bachelors in Education from Northern Arizona University and Masters Degree in Education from Arizona State University.
- 3. Jeremy (Colorado)** has 34 years of experience in IT with CompTia A+ and Network+ certifications along with certifications in VMware, ESX/ESXi, Salesforce Administrator and WatchGuard. He is a non-profit guru and has helped many charitable organizations save money with licensing and processes.
- 4. Michael** has 23 years of experience in IT including Sat Com Data in the military and supporting small, medium and large companies in Tier 1, 2, and 3. He has CompTIA A+ and Intune Management Certifications as well. He is an expert in hardware assessment and repair and works to provide excellent customer service and care with each ticket and phone call.
- 5. Joseph- (Colorado)** 8 years of working in IT many of which he has been called **“The BEST IT guy ever”**. Joseph is an expert in Sharepoint and Microsoft 365 and works to keep the clients with the best security options available to them. He enjoys providing IT consulting to bring efficiency to each business he works with.
- 6. Titus** has 6 years of experience in IT and a bachelor’s degree in Information Technology with an emphasis in Cybersecurity. He is working on the Security + certification currently. He is an expert is Microsoft 365 and assisting clients with security consulting.
- 7. Dyllan** has 3 years of IT experience in a professional setting but has been challenged academically with IT for several more years. He received his Bachelor of Arts from ASU in Digital Culture (School of Arts, Media, and Engineering) - Computer programming, scripting, microcontrollers, TCP/IP knowledge, networking, etc. He also has Google IT Support Professional, CompTIA A+ and CompTIA Security+ Certifications. He is an expert in providing business with security IT consulting and providing recommendations that meet the company’s needs in security. He believes that Cybersecurity education is the best way to prevent new threats and provides business security education frequently. He is a team builder and works to make IT comprehensible for every user.

8. Tanner has 3 years of experience in IT providing support directly to Microsoft customers and small and medium sized businesses. His bachelor's degree is in Information Security from ASU. He is an expert in providing the security IT consulting for Microsoft 365 and Google Workspace clients. He sets up and maintains Intune and Autopilot and dabbles in Power BI as well. Tanner is always working to provide the best service to clients while supporting his BlueKey IT team.
9. Pearce has 3 years of experience in IT with a degree in Network Administration and is working towards CompTIA A+, Network+ and Security+ certifications. Pearce is a project king and is the first to dig into issues that need to be figured out. He uses his resources to find solutions, fix persistent issues and devise solutions to business challenges.
10. Connor (**Colorado**) has been creating his own servers and building computers for several years and has a drive to learn more about IT each day. He is working towards his degree/certificate in Information Technology currently. He is a client advocate and make sure each project he works on fit the needs of business.

PROPOSAL DETAILS



After reviewing The City of Delta's unique needs, we propose the following services and accompanying rates. These rates are based upon supporting the organization's approximately 80 users across multiple locations and various servers and workstations listed in the RFP and attached Addendum

Service Description	Rate
Workstation, server, and network real-time monitoring (24x7x365)	Included
Automated fixing of problems detected through real-time monitoring	Included
Fixing detected issues through real-time monitoring that require technician involvement	Included
Anti-virus and anti-malware software for each desktop	Included
Desktop and server support	Included
Email support	Included
Mobile support	Included
Technology consulting and planning (CIO) services	Included
Recovering data from backups	Included
Removing virus and malware infections	Included
Remote & live phone support	Included
After Hours/Emergency support	Included-not subject to same SLA
Regularly scheduled & on-demand on-site support visits	Included
New server installations	\$150 hourly or by project
Office moves	\$150 hourly or by project
Hardware, software, and user licenses	Sold separately
Off-Site Data backup	Included up to (TB

Additional Information:

Increased storage for backups can be purchased for additional cost.
For any questions please email us at info@bluekeyit.com

MONTHLY TOTAL

\$6,240.00



MANAGED SERVICE AGREEMENT

1) **Managed Services**

a) **Provisions of Managed Services.** Subject to the terms of this agreement, the Company shall provide Services, Equipment, Software and other Managed Services as set forth in Proposal Details above. "Equipment shall mean any hardware, accessories, Software or other equipment included within this Agreement or used by the Company in connection to the Services under this Agreement.

b) **Restrictions.** The rights granted to Client in this Agreement are subject to the following restrictions: (i) Client's use of the Managed Services shall be limited to authorized Users; (ii) Client shall keep all parts of the Managed Services at all times in its sole possession or the sole possession of the Authorized User; (iii) Client shall keep and maintain the Equipment and Software free and clear of all liens, charges and encumbrances; (iv) Client shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make any part of the Managed Services or the Documentation available to any third party other than the authorized Users; (v) Client shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Managed Services or the Documentation; (vi) except as expressly stated herein, no part of the Managed Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any; (vii) Client acknowledges and agrees that Company shall own all right, title and interest in and to all Intellectual Property Rights (including all derivatives or improvements thereof) in the Managed Services and any suggestions, enhancement requests, feedback, recommendations or other information provided by Client or any of Client's Users relating to the Managed Services.

c) **General Requirements.** Company and Client shall each provide the other with the name and contact information for the designated administrator(s) who shall be available to discuss any issues or questions related to the Managed Services.

d) **Relationship.** Company acknowledges that Company is, and its employees are, acting as independent consultants and not as an employee or employees of Client and, that neither Company nor its employees shall be eligible for any benefits made available to employees of Client.

e) **Conditions.** Client acknowledges that Company's obligations are expressly conditioned upon the Client, at Client's expense: (i) providing adequate access, where applicable, to all facilities, knowledgeable personnel, background information, content, computer systems, software, technical matter and data required for Company to provide the Managed Services, (ii) completing all tasks Client has agreed to perform in a timely manner and (iii) rendering assistance to Company as reasonably requested from time to time to facilitate performance of the Managed Services.

f) **Change Orders.** The parties agree that, at any time during the term of this Agreement, either Company or Client may request adjustments to the Managed Services, and the parties will negotiate in good faith any corresponding changes to Proposal Details and payment terms set forth therein and shall put such changes in writing. Absent any such agreement in writing, the scope of the Managed Services shall remain as set forth in Proposal Details.

g) **Client Responsibilities.** The Client agrees to contact the Company in one of the following ways:

Via Phone at: 720-464-3478

Via Email at: help@bluekeyit.com

Client agrees to purchase from or provide to the Company such parts, supplies, software, and other material as may be necessary and reasonable in order to maintain current IT network infrastructure, servers, and desktop workstations in good working order. It is understood that the success and satisfactory performance of any maintenance service or repair performed by the Company depends upon the quality of materials used. Therefore, the Client shall be fully responsible for any failure or dissatisfaction arising from any service or repair that is done using materials not purchased from or specified by the Company.

2) Service Level Agreement.

- a) Request for support will be fulfilled based on priorities (Critical, High, Medium, and Normal) which are determined by urgency and level of impact.
- b) Response is defined as a “good faith” effort to communicate with the Client using the contact information provided by the Client. Response may be via phone, voicemail, email or a personal visit.
- c) Status Definitions with Initial Response Times:
 - i) Critical – within 1 business hour: Catastrophic inability to complete job duties. Example: computer does not turn on or boot up properly.
 - ii) High – Within 2 business hours: Loss of a major job duty. Example: Email not working, not connected to internet, inability to print, cannot send or receive emails.
 - iii) Medium – Within 4 business hours: There is a problem to be solved, but Client is still functional and has other options available. Example: Desktop printer is not working, but Client has access to departmental printers.
 - iv) Normal – Within 8 business hours: General request for machine setup reformat or other tasks that are not time sensitive. Example: User needs help but will not be available until a few days later.

3) Fees & Payment Schedule

a) **Managed Services Fees.** In consideration of Company providing the Managed Services, Client shall pay to Company \$6,240 /month and reimburse the Company for those certain expenses as set forth in Proposal Details, or as otherwise described in this Agreement. Client shall pay all international, federal, state or local tariffs, duties, withholdings and taxes (other than taxes on Company's net income), including, without limitation, sales, use, excise, privilege, ad valorem and property taxes, or amounts in lieu thereof, based on any fees or charges payable under this Agreement or based on any Managed Services performed hereunder, whether such tariffs, duties or taxes are now or hereafter imposed by said jurisdictions.

b) **Refunds.** All fees set forth herein are nonrefundable and will cover services fees from the Company.

c) **Price Increase.** Notwithstanding the prices set forth above and in Proposal Details, the Company shall have the right to increase the Managed Service Fees or

any expenses related thereto based upon an increase for any consumable supplies provided as part of the Managed Services. The Company shall provide written notice of any such price increases to Client.

d) **Expenses.** To the extent additional expenses are incurred, the Client shall reimburse Company for any such additional expenses as incurred to the extent they are pre- approved by Client. Any extra expenses not included in the monthly fees, or any hardware costs not covered by the monthly fees shall be invoice and billed to the Client. The Company will provide the Client with a clear, timely and accurate invoice and if the Client fees there is an error within the invoice, please notify the Company in writing before its due date.

4) Terms of Payment and Delivery

a) **Payment.** All payments are due and payable on the fifteenth of each month. To the extent that the Company incurs additional expenses, payment is due within fifteen (15) days after invoice receipt. All payments shall be made in United States dollars.

b) **Late Payment Interest.** Client shall pay to Company interest on any amounts due but unpaid at the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law, computed for each twenty-four (24) hour period during which payment remains in arrears.

c) **Suspension.** Services will be suspended if Client fails to make payment within five (5) days following the payment due date. The Company, should it choose, can exercise the suspension right as set forth herein, it may need to remove portions of the Managed Services, such as the Equipment or Software, in Client's facilities and Client agrees to promptly (i) provide the Company reasonable access to such facilities to do so and (ii) return any and all Equipment associated with the Managed Services to Client's central facility to facilitate such access. Upon payment in full of all amounts overdue (including any interest owed), Client may request the reactivation of its account. The Company shall reactivate any account within fourteen (14) days of the Client paying the Company in advance all applicable reactivation fees, provided that the Company has not already terminated pursuant to Section 6 of this Agreement.

5) Risk Of Loss & Insurance

a) **Risk of Loss.** If applicable, the Client assumes and shall bear the entire risk of partial or complete loss, theft, damage, destruction or other interruption or termination of use of the Equipment from any cause whatsoever other than ordinary wear and tear, from the

date of delivery of the Equipment to Client until the Equipment is returned to and received by Company. Client shall immediately notify Company in writing, including providing reasonable details, of any loss, theft, damage, destruction or other interruption or termination of use of the Equipment.

b) **Insurance.** Required/Not Required. Client shall at all times during the Term, at its own expense, maintain: (A) all-risk property damage insurance covering the Equipment in an amount not less than the replacement value of the Equipment and (B) public liability coverage in with such companies as are in general usage by companies owning or operating similar property and engaged in a business similar to Clients with policy limits that are sufficient to cover the replacement cost of the Equipment at market value. Such insurance may be obtained by endorsement on any blanket insurance policies maintained by Client. All insurance so maintained shall provide for a thirty-day (30) prior written notice to Company of any cancellation or reduction of coverages and further shall provide that all insurance proceeds shall be payable to the Client and Company as their respective interests may appear. Company shall be named as loss payee and additional insured on all public liability insurance policies so maintained. Client shall furnish to Company copies of such insurance policies and satisfactory insurance certificates on or before commencing of the Managed Services, as well as anytime during the Term upon Company's written request.

6) Term and Termination

a) The term of Company's Services under this Agreement shall commence on the Effective Date and shall continue for the period set forth in Proposal Details (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive one month renewal terms (each a "Renewal Term," and collectively with the Initial Term, the "Term") at the Company's then current fees and pricing terms and conditions unless either party provides the other party with written notice of its intent not to renew within thirty (30) days of the expiration of the then current Term.

b) The Company or the Client may terminate this Agreement upon written notice to the other Party with a thirty (30) day written notice to the other Party.

c) Company may terminate this Agreement upon written notice to the Client in the event Client fails to pay Company any amounts due hereunder within five (5) days after the payment is past due.

d) Upon the expiry or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiry or termination, except for those, which by their terms survive such termination or expiry. The termination of this Agreement in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any party against the other party, prior to such termination. For avoidance of doubt, it is clarified that upon the expiry or termination of this Agreement for any reason whatsoever (i) Clients right to use or benefit from the Managed Services shall immediately terminate; and (ii) Client shall return all Equipment and Software located at Client's facilities to Company at Client's expense within seven (7) days if any were provided. If Client fails to timely return any such Equipment and Software, Client agrees to promptly provide Company reasonable access to Client's facilities to remove such Equipment and Software and to reimburse Company for all costs associated with such removal. Client's obligation to make a payment of any outstanding, unpaid fees and reimbursable expenses shall survive expiry or termination of this Agreement.

7) Ownership of Intellectual Property Rights

a) Company is and shall be the exclusive owner or licensee of all right, title, and interest in and to the Managed Services, as well as all Intellectual Property Rights relating to the Managed Services provided hereunder, and any Intellectual Property Rights in the Inventions, Software and/or Tools delivered to Client in accordance with Proposal Details or used by Company in performing the Managed Services. No transfer of any Intellectual Property Rights is made pursuant to this Agreement.

b) If applicable, the title to the Equipment shall at all times remain with Company and Client shall protect and defend the title of Company and keep it free of all claims and liens other than those created by Company unless the Equipment is owned the Client.

8) Confidentiality

a) Each party acknowledges that it will acquire knowledge of Confidential Information (as defined below) in connection with its performance hereunder and agrees to treat such information as confidential during the Term and following termination or expiration of this Agreement. "Confidential Information" includes but is not limited to all information, whether written or oral, and in any form, including without limitation, information relating to or concerning the research, Intellectual Property Rights, development, products,

methods of manufacture, business plans, Clients, vendors, finances, personnel data, third party proprietary or confidential information and other material or information considered proprietary relating to the current or anticipated business or affairs which is disclosed directly or indirectly to either party. "Confidential Information" does not include any information (i) which either party lawfully knew without restriction on disclosure before it was disclosed, (ii) which is now or becomes publicly known through no wrongful act or failure to act of either party, (iii) which either party developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to either party by a third party as a matter of right and without restriction on disclosure. In addition, either party may disclose Confidential Information, which is to be disclosed pursuant to a requirement of a government agency or law so long as either party provides prompt written notice to the other party of such requirement prior to disclosure.

b) Except as otherwise set forth herein, neither party shall at any time disclose or furnish to any firm, person or corporation or use, directly or indirectly, for any reason or purpose, any Confidential Information of the other party or any of its subsidiaries or affiliates of which such party may become aware as a result of the Services being performed, including without limitation any Client or end-user information, if any, arising out of the Services.

c) Each party agrees that, in the event of a breach or threatened breach of the terms of Section 9 or Section 9, monetary damages may be an insufficient remedy for unauthorized disclosure or use of the other party's Confidential Information or Intellectual Property Rights, and that such party shall be entitled, without waiving any other rights or remedies, to seek an injunction or other equitable remedy prohibiting any such breach without the need to post a bond or other security.

d) The provisions of Section 7 and Section 8 shall survive the expiration and termination of this Agreement.

9) **Indemnification.**

a) Client hereby indemnifies and shall defend and hold harmless Company and its officers from any loss, claims, liability, damages or costs (including but not limited to reasonable attorneys' fees and expenses) based on (i) the operations, performance and/or nonperformance of any material provided by Client to Company; (ii) any infringement by any material

provided by Client to Company of any Intellectual Property Rights or proprietary right of a third party; (iii) injuries or deaths of persons and for damage to property, howsoever arising from or incident to the use, operation or storage of the Equipment or use or operation of the Managed Services, whether such injury or death to person be of agents or employees of Client or be of third persons and whether such damage to property be of Client, or to property of other; or (iv) any damage to the Equipment to the extent not cause by Company. Client shall also indemnify, defend and hold Company harmless against any expense or liability from claims of unfair competition or infringement or contributory infringement of any patents, trademarks, trade secrets or copyrights related to use of the Managed Services in combination with products or services not supplied by Company.

b) **Loss of Data.** In no event shall the Company be liable for the loss of the Client's data or records, corruption of the Client's data or records or other liability arising out of, or related to, the services provided by the Company, the Client shall not hold the Company responsible and shall release any liability against the Company according to Clause 11. The Client shall be responsible for any data or record recreation if data or records are lost, corrupted or damaged. Client agrees that it shall be responsible for ensuring proper and adequate processing, back up and storage procedures.

10) **Warranties.**

a) Company warrants that the Managed Services will be performed in a workmanlike manner, in conformity with professional standards for comparable services in the industry and that the Managed Services will substantially conform to the requirements as set forth in this Agreement. For any breach of this warranty, Client's exclusive remedy shall be the re-performance of the deficient Managed Services.

b) If the Client is unhappy with any of the work performed by the Company, please inform the Company within five (5) business days and the Company will make all reasonable efforts to fix the problem without further charges to the Client. The Company's work shall be deemed accepted in full if the Company is not informed with five (5) business days of performance of the work. During the course of providing services, the Client may purchase from the Company various Equipment. All equipment, except opened software and equipment specifically described as a non-returnable, can be returned to the Company for a period of ten (10) days for a full refund, minus any applicable shipping

and/or restocking fees. All returned items must be in "like new" condition and include the original packaging. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

c) **Exclusive Remedies.** THE REMEDIES PROVIDED IN SECTIONS 9 AND 10 ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES WITH RESPECT TO THE MANAGED SERVICES AND SHALL APPLY NOTWITHSTANDING FAILURE OF THEIR ESSENTIAL PURPOSE

11) **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS BE HELD LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY, INCLUDING WITHOUT LIMITATION INFRINGEMENT) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM ITS NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT EQUAL TO THE PAYMENTS MADE BY CLIENT TO COMPANY PURSUANT TO THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING ANY DETERMINATION OF LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12) **Non-Solicitation of Employees.** During the term of this Agreement and for twelve (12) months thereafter, Client and Company agree not to knowingly induce or influence, either directly or indirectly, any of the other party's employees to terminate their employment and work for such party or any other person.

13) **Miscellaneous.**

a) **Publicity:** Neither party will publish, distribute, or otherwise disseminate any press release, advertising, public comment, or publicity making any reference to the other party's products or services or this Agreement without the other party's written approval, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Client hereby permits the Company to (i) list Client as a Client of Company on Company's website or marketing materials and (ii) issue a press release announcing the relationship created by this Agreement, the form and content of which is subject to Client's prior written approval not to be unreasonably withheld or delayed.

b) **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, mailed by registered or certified mail, return receipt requested, nationally recognized overnight carrier or faxed to the parties at their respective addresses first set forth above (or at such other address as a party may specify by notice to the other). Notwithstanding the foregoing, Client agrees that Company may provide any and all notices, statements, and other communications to Client through e-mail to the Administrator.

c) **Mediation and Arbitration:** All disputes arising or related to this Agreement must exclusively be resolved first by mediation with a mediator selected by the parties, with such mediation to be held in Phoenix, Arizona. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) Arizona law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in Phoenix, Arizona, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. The exercise of such arbitration rights by any party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.

d) **Governing Law:** The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding that body of law applicable to choice of law. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona to determine

the validity, construction and performance of this Agreement.

e) **Waiver:** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

f) **Force Majeure:** Company shall be excused from liability for unusual delays or failure to deliver or fill any requirements under this Agreement where such delay or failure is caused by acts of God, fires, floods, strikes, work stoppages, accidents, allocations, terrorism or other controls, or regulations, including export or import regulations of any foreign or U.S. federal, state or local government, shortage of trucks or any other means of transportation, fuels, materials or labor, or any other cause beyond Company's reasonable control, whether or not similar in kind or class to those mentioned.

g) **Dispute Resolution:** In the event of a good faith dispute regarding this Agreement, the parties will negotiate in good faith to resolve such dispute. If the dispute has not been resolved as provided herein within sixty (60) days of the initiation of such procedure, either party shall be free to seek appropriate legal recourse at law or in equity.

h) **Assignability:** This Agreement, the licenses granted, and the parties' rights and obligations hereunder may not be assigned by either party except with the express written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment not in compliance with the foregoing shall be null and void and of no effect; provided, however, that Company may assign this Agreement to a successor entity in the event of a merger, consolidation, sale, or license of all or substantially all of Company's assets or stock pertaining to this Agreement. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and its respective heirs, personal representatives, successors and assigns.

i) **Entire Agreement:** The Agreement Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, including without limitation, any warranties, representations, or agreements between Client and Company not set forth in the Agreement Documents.

j) **Modification:** No waiver, amendment or modification of this Agreement or any portion thereof, including future representations that are inconsistent with the terms set forth herein, will be valid unless made in writing and duly executed by each party hereto.

k) **Severability:** In the event one or more of the provisions contained in this Agreement shall be held invalid by a court of competent jurisdiction, that shall in no way affect the legality, validity, and enforceability of the remaining provisions contained herein.

l) **Acknowledgment:** Client and Company acknowledge that they have read this Agreement, that they have had an opportunity to consult with an attorney regarding the terms and conditions hereof, that they fully understand the meaning and significance of such conditions, and accept and sign this Agreement at their own free will and complete understanding of its present and future legal effect.

m) **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

n) **Counterparts:** This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

o) **Necessary Acts, Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

COMPANY: Blue Key IT Services LLC

By: 

Name: Mike Van Gels

Title: Owner

ONBOARDING PROCESS & SURVEY



ONBOARDING PROCESS

Once this proposal is accepted we will schedule a day and time to come out to your office to get your company setup with our tech support services and work to optimize your network. Our on boarding process includes:

1. Comprehensive Network Review
2. Setup 24/7/365 Monitoring and Remote Support
3. Confirm/Setup Working Data Backups
4. Confirm/Setup Antivirus & Antimalware Software
5. Diagnose and Fix Any Pre-existing Issues

ONBOARDING SURVEY

In order to complete the on boarding process we need to know several facts about your network and have access to your administrator account login. Please fill out this survey to the best of your ability so that we have what we need to get started.

Who is your Internet Service Provider?

Public IP Address:

Netmask:

Gateway:

DNS Server(s):

Who is your phone provider

Do you have VoIP phones (aka. Internet phones), or traditional land lines?

What are the administrator login credentials for your domain?

What are the administrator login credentials for your router/firewall?

What are the administrator login credentials for your email system?

What other administrative logins are required to support your office?

TESTIMONIALS AND REFERENCES



We have many happy clients that we provide IT support services to. Here are just a few examples. Feel free to contact them about our work. If you would like additional references, please contact us at info@bluekeyit.com.



Abbas Hajaig, coo

Neurology Associates of the East Valley

"BlueKey IT has been instrumental in the setup and support of our electronic medical record application. We rely on their knowledge and expertise to keep our eClinicalWorks EMR system running smoothly. They are always there when we need them."

Tel. (480) 800-4890

Email abhajaig@neurology-associates.com

CHASE DAVIS, DDS, FAGC

Chandler Dental

"We always receive great support from BlueKey IT and consider them a valuable part of our company's team. They keep our server and computers running smoothly, and are quick to respond whenever we need them."

Tel. (480) 917-8400

Email info@chandlerdental.com



Ralph Wilcox, VP OF INFRASTRUCTURE

Apricus Health

"BlueKey IT has been a great asset in providing us resources and manpower as we've scaled up our Arizona operations. They have a knowledgeable and capable team."

Tel. (586) 801-3308

Email rwilcox@apricushealth.com





THANK YOU.

CONTACT

Address

BlueKey IT Services
5808 S Rapp St. #212
Littleton, CO 80120
United States

Phone

Office: 720-464-3478

Online

Email: info@bluekeyit.com
Website: <https://bluekeyit.com>

Scott Hardin VP of Sales

IronEdge Group, LTD

PO Box 940580 Houston, TX 77094

shardin@ironedgegroup.com 832-910-9222

Feb 28 2024



Jolene Nelson

360 Main Street Delta, CO 81416

Dear Jolene Nelson,

I am writing to submit a Proposal on behalf of IronEdge Group, LTD, a Limited Corporation duly registered under the laws of Texas and Colorado. Our company is eager to offer our services/products in response to the IT Services requested in the RFP.

Please find enclosed our Proposal for your review and consideration. Should you have any questions or require further information, please do not hesitate to contact Scott Hardin at 832-910-9222 or shardin@ironedgegroup.com.

We affirm that the information provided herein is accurate and complete to the best of our knowledge. The undersigned, Scott Hardin, holds the authority to make this Proposal on behalf of IronEdge Group, and this cover letter is signed in accordance with such authority.

Thank you for considering our Proposal. We look forward to the opportunity to collaborate with City of Delta and contribute to the success of your security and IT requirements.

Sincerely,

Scott Hardin VP of Sales

IronEdge Group, LTD

Scott Hardin

Enclosures: Proposal

PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: IronEdge Group, LTD

Total Proposal Amount:

ManagedIRON Secure \$15,600 monthly

ManagedIRON Complete \$28,080 monthly

Total Written Proposal Amount:

ManagedIRON Secure at Fifteen thousand six hundred dollars

ManagedIRON Complete at Twenty eight thousand eighty dollars

Estimated Start Date: May 1st, 2024

SUBMITTED on: February 28, 2024



SUPPORT SERVICES PROPOSAL

IronEdge provides custom IT solutions. Our offerings include Colorado, New Mexico, Arizona, Texas and Kansas based help-desk support, cyber-security strategy and services, cloud solutions, project planning and implementation, backup and recovery services

City of Delta

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Response to RFP

IronEdge is pleased to provide this response to the RFP issued by City of Delta. We have divided the response into multiple sections in order to provide detail on the general scope of services as well as focus on requested System Capability. We are grateful for the opportunity to showcase our team, processes and expertise and feel strongly that City of Delta will benefit from a partnership with our firm.

Our response is divided into the following sections:

- General Overview of IronEdge
- Major System Capability
- Tools and Partnerships
- Processes and Expertise
- Solutions and Services
- Team
- References
- Appendix B - Pricing

We look forward to continuing the conversation with your selection team and hope our response meets your expectations.

Thank you –

Andrew Moore

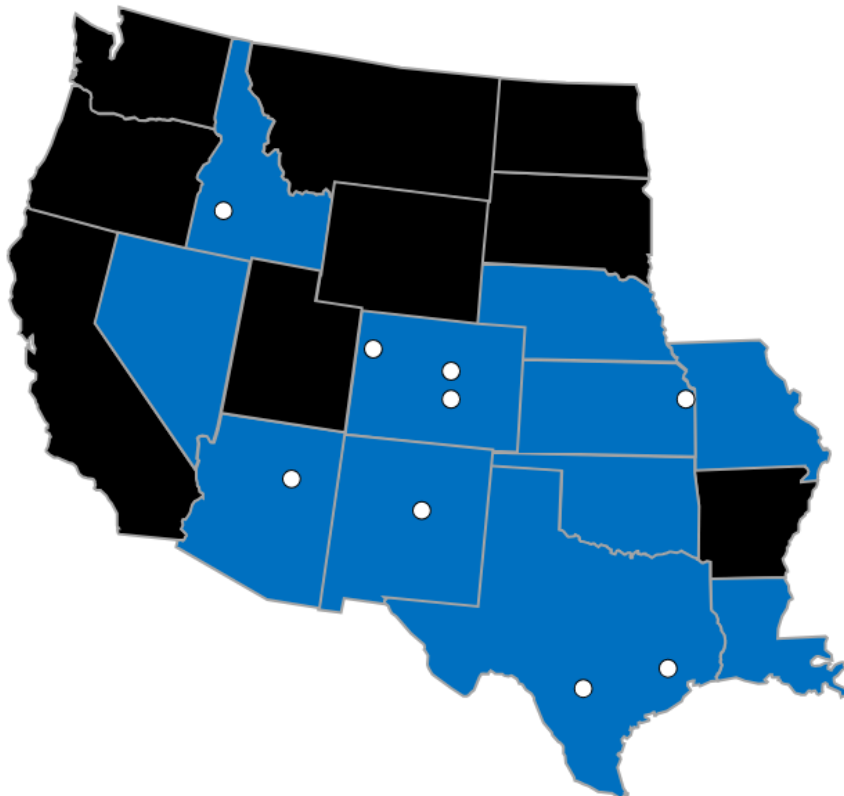
COO – IronEdge Group



Company Overview:

IronEdge is the premier IT solutions provider for multi-site high growth organizations. We provide service-centric strategy and support to eliminate the frustration companies face with technology. With 20+ years in business, \$35 mil in annualized revenue and over 150 full-time employees (~115 technical team members), IronEdge is one of the most tenured, decorated, and robust Managed Services Providers (MSP) in the central United States.

Our investment partner, The Riverside Company, has provided private equity backing to build a premier, national MSP with a local touch. IronEdge is leading the charge as the platform company in an expanding market throughout the central United States. We have shown year-over-year growth throughout our history and continue to provide strategic solutions to our expanding client base.



Service Delivery

IronEdge was founded first as a Managed IT Services (MSP) company in 2005. Our primary goal is supporting our clients' daily user and system needs. We wrap that support in strategic technology consulting creating a quiet user experience.

We provide fully managed and co-managed solutions that allow our clients to customize their experience with our team. With industry-leading SLAs, IronEdge provides an exceptional experience for our clients.



Team

The ManagedIRON Service Desk department has over 65 full time, W2, U.S. based employees dedicated to our award-winning remote support helpdesk. All our employees undergo an extensive interview process including background checks.



Tools

Our team has been using best in class MSP tools since our founding. Our clients can rest assured that we utilize the most cutting-edge and secure tools in our industry. We share these tools with our co-managed clients as well, creating a seamless service experience.



Vertical Expertise

IronEdge has expertise with construction and high growth, multi-site clients. Our ability to provide reporting, security consulting, co-managed support, offboarding and onboarding of users and sites makes us a premier solutions provider for the complex organizations managing construction projects.

Iron Edge Capability Overview

	<p>Network Services & Support</p>	<p>NOC & Firewall Management</p> <ul style="list-style-type: none"> • Switch, Firewall & Wi-Fi Management <ul style="list-style-type: none"> ○ Monitoring/Alerting ○ Updates ○ Configuration ○ Security Management <ul style="list-style-type: none"> • VPN Support w/MFA ○ Optimization ○ Configuration Backups/Restoration • On-demand dashboard/reporting • Operational reviews at least monthly <ul style="list-style-type: none"> ○ Strategic reviews quarterly
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Overview:


IronEdge has full Network Operations Center (NOC) services available for our managed services clients. We have a dedicated staff focused on just supporting our client systems, keeping our service desk team ready to support user issues. Utilizing best in class MSP alerting, response and security tools, we provide a fully capable Network Operations Center Experience for our clients.

Highlights:

- SNMP, HTTPS and agent-based aggregation of system data
- Standard and advanced service and system-based alerts
- 24/7 response for critical issues
- Documentation of system configurations, warranty, and support contracts
- Dashboards and reporting through PowerBI and MSP leading tools
- Strategic Business Reviews (SBRs) included in all our MSP packages

Included in the Following Services:

- ManagedIRON Essentials
- ManagedIRON Secure
- ManagedIRON Complete

	Infrastructure & Managed Server Services	IaaS, Managed Server (virtual and/or hardware), hosted, & on prem support: <ul style="list-style-type: none"> • Managing all servers up to OS level • VDC resources for hosted application servers and services <ul style="list-style-type: none"> ○ Ram, CPU, Storage • Infrastructure to support hosted applications as developed through course of RFP <ul style="list-style-type: none"> ○ Monitoring/Alerting ○ Updates/Patching ○ Configuration ○ Security Management ○ Optimization • Citrix farm Services
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Overview:


As part of the ManagedIRON NOC and Support Desk solutions, clients can rely on a fully staffed team of systems experts using best-in-class tools to maintain high uptime and system response. Utilizing secure, remote access and monitoring solutions IronEdge can aid in the configuration, support and enhancement of cloud, IaaS and physical server systems and solutions. IaaS solutions can be provided through Microsoft Azure services. Options such as published applications, AVD (Azure Virtual Desktop) or fully hosted servers are available.

Highlights:

- Microsoft Certified Partner
- Multiple Microsoft certified support team members
- Alerting, monitoring, and response through a dedicated NOC
- Access to senior system engineers as part of the NOC for escalation
- Advanced security built in to support tools to protect client data
- As-Built documentation and KBase articles updated regularly

Included in the Following Services:

- ManagedIRON Secure
- ManagedIRON Complete

	Resiliency Services & Support	<p>Backup & Recovery Services</p> <ul style="list-style-type: none"> • Onsite, Co-located & Hosted resources <ul style="list-style-type: none"> • Off-site storage • Immutable storage for critical data • Quarterly testing of processes/data quality • On-demand dashboard/reporting • Operational reviews at least monthly • Strategic reviews quarterly <p><i>**Will require in-depth discussion on amount of data, systems included, and levels of data protection</i></p>
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Overview:


IronEdge has partnered with the two most respected backup partners in the MSP industry to provide secure, stable, reliable, and highly available backup solutions to our clients. From backing up Office365 mailboxes to complete Business Continuity/Disaster Recovery (BCDR) systems, IronEdge can provide a solution that meets the security and availability requirements that any business requires.

Highlights:

- Onsite secure backups to storage systems for fast recovery
- On-premise BCDR appliances provided for spin-up of critical systems in the event of hardware failure
- Offsite backups using encrypted, air-gapped, immutable storage
- Automated testing of backups with tickets and logging to ensure auditability
- Fully supported by the ManagedIRON NOC team

Included in the Following Services:

- BackupIRON Secure
- BackupIRON Complete

	M365 Services & Support	<p>Configuration, Management and Support for:</p> <ul style="list-style-type: none"> • Microsoft Entra ID/AD Sync • Microsoft 365 security, data control, anti-malware/phishing platforms • Migration of existing and future acquisitions into M365 • MFA/Password protocols & protection • SSO support with M365 • Teams/SharePoint implementation, configuration and support <p>Licensing optimization</p>
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Overview:


As a Microsoft Certified Partner, IronEdge holds multiple competencies allowing us to provide outstanding support to our clients for their critical business software. With Microsoft being our core SaaS solutions provider for business software, IronEdge has specialized our support team through certifications and training. The secure configuration of Microsoft365 and user support tools such as Intune are the key to fully realizing ROI in the Microsoft stack.

Highlights:

- Multiple certified Microsoft support personnel
- Direct escalation to certified Microsoft partners for support
- Experience supporting over 15,000 users in Microsoft 365 systems across the country
- Integrated MFA, SSO solutions as part of 365
- User training videos and FAQs for the use of SharePoint, Teams and Outlook
- Full support of identity management on 365 platform
- Full stop shop for licensing purchasing, reconciliation and NCE support

Included in the Following Services:

- ManagedIRON Secure
- ManagedIRON Complete

	Service Desk & Support Services	Resources and tools to support: <ul style="list-style-type: none"> • Issue ticketing, triage and resolution • Level 1 & 2 Support for major technologies in use <ul style="list-style-type: none"> ○ Office 365 ○ Entra ID ○ VoIP phone systems ○ Network/Systems troubleshooting • Patching (in collaboration with M365 Services & Support, Infrastructure & Managed Server Services support teams)
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Overview:


ManagedIRON is a full-service remote service desk solution. With over 65 members and growing, our service desk is U.S. based with members in all major markets we serve. Our team utilizes the highest quality MSP support tools to support our clients. With transparent SLAs and reporting to allow our clients to review our work in real time. Our service desk uses processes developed from 20 years' experience coupled with ITIL, TOC and LSS program management. The ManagedIRON team is dedicated to helping our users, not splitting time on other teams, ensuring faster response times and focusing on root cause resolution. Full collaboration with our NOC allows for faster resolution, more secure support and the ability to specialize.

Highlights:

- Pod based teams allow for specialized support of each client
- NOC integrated deployment of patching and updates for secure systems
- Ability to dispatch as part of a proactive support contract
- Microsoft certified team members with escalation within the team or to support partners
- Phone support for emergencies
- Full ticketing solution that can be shared with clients
- Client portal that includes user system training, ticket insights, support request creation and reporting
- User verification services to ensure secure support
- Self Service Password reset for 365 users
- PowerBI reporting on ticketing and support KPIs
- Online knowledge base and systems documentation system
- VCIO services

Included in the Following Services:

- ManagedIRON Secure
- ManagedIRON Complete

	Device Lifecycle Management & Support	End user device lifecycle management: <ul style="list-style-type: none"> • Purchasing, delivery of prepared equipment to end user • Configuration for end user issuance • Installation of ancillary applications • Decommission of aged equipment • Safe/Appropriate destruction of data from decommissioned equipment • Hardware support/management for end user devices
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Overview:


The IronEdge team has a full-service procurement and deployment team for user assets. Coupled with professional services for more complicated solutions such as server upgrades, email migrations or full site buildouts, the IronEdge team can support the needs of a growing business. Our team has partnered with Dell, Microsoft, Cisco and multiple top-tier hardware vendors to provide competitive pricing. Our team ensures client assets arrive on time and configured properly.

Highlights:

- Dell, Microsoft, and Cisco partner
- Agent based asset tracking
- Power BI reporting on asset configuration, age, warranty, and specifications
- Full-service image and deployment team
- Ability to deploy through Autopilot with Microsoft and Dell
- Partners with secure asset destruction companies
- Processes to ensure the consistent onboarding and offboarding of users (templates, documentation, automation and software)

Included in the Following Services:

- ManagedIRON Secure
- ManagedIRON Complete

	Security Services & Support	SOC Services 24x7x365 <ul style="list-style-type: none"> • MDR/XDR <ul style="list-style-type: none"> ○ Perform security scanning to identify critical vulnerabilities ○ Alert/Incident monitoring & response ○ All Servers, network devices, firewalls, user endpoints, etc. ○ On-demand dashboard/reporting ○ Operational reviews at least monthly ○ Strategic reviews quarterly • User Education <ul style="list-style-type: none"> ○ Simulated Phish testing ○ Training tools ○ Regular education/communications
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Overview:

Security is critical to all companies in today’s business environment. IronEdge has implemented security solutions into all our offerings. Our team can provide specific and specialized security support to clients at multiple levels. With a full time security director and security personnel as part of the NOC, IronEdge takes the safety of our client systems and data very seriously. We have partnered with SOC solution providers to build a holistic security solution for any type of business. With many of our larger accounts requiring specialized security solutions, IronEdge has the experience to provide peace of mind that their systems are safe.

Highlights:

- Dedicated SOC for EDR and SIEM solutions
- End User training with KnowBe4
- Agent Based DNS filtering
- Multifactor Authentication (MFA)
- Dark web monitoring
- Vulnerability Management
- 3rd part application patching
- Microsoft system patching

Included in the Following Services:

- ManagedIRON Secure
- ManagedIRON Complete

Tools and Partnerships

Our Toolbox Philosophy

IronEdge continuously investigates and invests in the best toolsets the industry offers for proactive support of our clients. These tools provide a stable system with reliable client experiences allowing IronEdge to resolve most IT issues remotely.

Our tools are secured and developed by the largest and most reputable companies in the industry.

Our company has been a proud partner of ConnectWise for almost a decade. We fully utilize the ConnectWise PSA platform for ticketing, workflow management and remote administration of our client fleet. Our Co-Managed solution is built on the ConnectWise Streamline module.

Our tool partners include:



Microsoft Solutions Partner

As a Microsoft solutions partner, IronEdge has shown the capability and experience to obtain a specialized and sought after set of accreditations from Microsoft. Our team has shown over the years an ability to achieve and maintain a long-standing partnership with Microsoft.

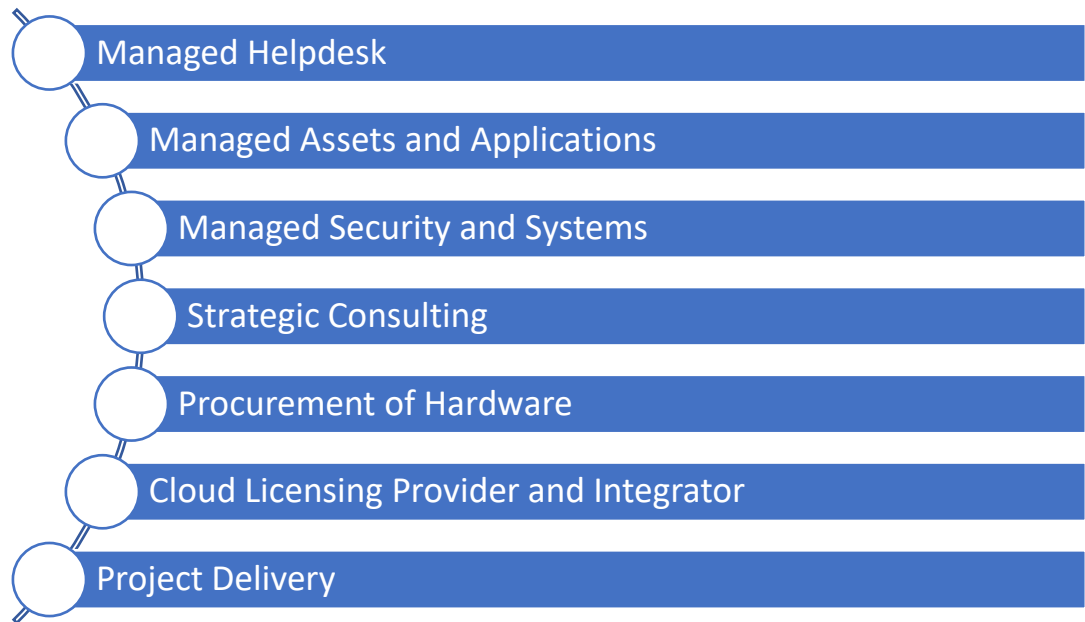


Our focus on fully integrating our clients into the Microsoft ecosystem is at the forefront of our future vision. With certifications and experience in a full suite of Microsoft services and products, IronEdge is a valued partner for our clients.



Core Alliance

Our focus will be to continue building a service catalog that is Microsoft-centric. Focusing on deeper expansion into the Microsoft cloud, asset management and security solutions suit. Our solution will grow to encompass more of the following:



Processes and Expertise

Strategy- Client Success

IEG client success management is an industry leading program developed exclusively at IronEdge Group for our Managed Services clients. Strategy is wrapped in the core of all our solutions. Our team of client success managers work directly with our clients to provide outcome-based solutions.

Our client success team is not focused on quotas or sales, they are engaged in providing direct, strategic support for the processes and systems that are critical to the daily operations of business. With decades of experience, our client success team members review service delivery, business objectives and budgeting to ensure that security, support, and outcomes are put first.



Each client is assigned their own client success manager who is part of a team of professionals whose sole function is to provide CTO level advice and guidance. They will sherpa our clients through service delivery, compliance questions or project-centric solutions.

Incident Response & Management

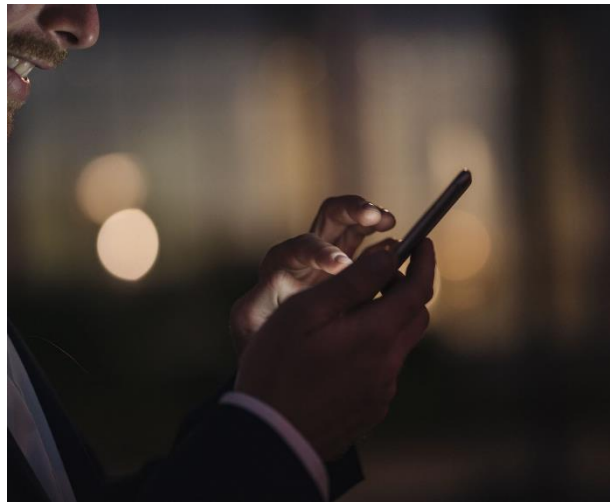


IronEdge works to ensure when a major client issue arises, we have a plan. When a major incident occurs to a client that is interrupting business, your technical lead is notified. Our team designates an incident response lead to communicate with you while our technical resources work to resolve the issue. Utilizing Microsoft Teams, we quickly build a resource team including account managers.

We develop a clear communication structure that will:

- Alert internal and client stakeholders
- Triage the issue
- Determine Root Cause
- Establish a technical lead on the issue
- Understand if additional resources are needed and re-prioritize them
- Begin execution of an established Incident Response Plan to resolve the issue

During the remediation, constant communication with the appropriate stakeholders is engaged. IronEdge Operational team managers are alerted and updated. If it is found that the issue lies with a piece of hardware, service, or application not in the direct control of our client or IronEdge, then measures are taken to execute rapid hardware warranty services, application support calls or incident tickets.



The issue is driven to root cause and conclusion, no matter how long it may take. Even if that means working into the night or through a weekend. Once the issue is resolved, extensive documentation is provided in the ticketing systems and a 180 (after-action) meeting is held with the client to discuss further risk mitigation.

Change Control:

IronEdge has focused on minimizing client downtime from the time it was founded. By utilizing DevOps and LSS best practices, our services team provides superior change policy management for our client production systems.

Consisting of a panel of our top technology experts as well as our client success team, the change advisory board oversees all client production changes outside of minimal impact events. Using the ticketing systems to aid in documenting and memorializing changes, the team meets weekly to approve changes and can quickly review out-of-band changes that may be required. All changes require the following:

- Submission of a change request ticket
- Reason for change
- Window for Change
- Risk to perform change or risk to leave as-is
- Backout plan
- Systems impacted
- User Acceptance Testing Criteria
- Agreement from at least two members of the CAB to proceed

Client Profile

IronEdge has an established track record of working with clients of varying sizes as they scale through their growth. Our scalable service delivery team has been successful in working with clients of 20 people all the way to 800 or more employees.

We excel in organizations with complex systems that span multiple sites. We provide strategy and focus on technology services in support of business outcomes. Our clients who focus on continual improvement, investment in technology as a business driver and need for security are the sweet spot in our portfolio.

We believe our clients tell our story most effectively. We would be thrilled to provide references when the time is right.



Solutions and Services

Service Differentiators



As we continue to work with our clients we will stay on top of their needs and adjust as necessary. Today our clients are evolving. Their needs are changing with security, mobility, and cloud. IronEdge has aligned our service differentiators to meet those needs:

Monthly, predictable billing

Strategy wrapped in all services

Security as a primary objective

National reach

Local team, rapid response

Managed IT Services

Our **ManagedIRON** services provide the flexibility businesses need while allowing for an easy to estimate cost for services each month. Each subscription can be coupled with our add-on services or customized for a co-managed solution.



ManagedIRON[®] Subscription Packages tailored to give your company the EDGE.

	Essential	Secure	Complete
User Support			
Help Desk Support (Remote Unlimited)	✖	✖	✖
Vendor Management	✖	✖	✖
User Account Management	✖	✖	✖
Office 365 Mailbox Management	✖	✖	✖
Desktop, Laptop & Printer Support	✖	✖	✖
Cybersecurity and Compliance	Essential	Secure	Complete
NextGen Antivirus	✖	✖	✖
User Verification & Self-Service Password Reset	✖	✖	✖
Endpoint Detection and Response (EDR)		✖	✖
Employee Security Awareness Training		✖	✖
Internet Content Filtering		✖	✖
Office 365 and SharePoint Backups		✖	✖
Dark-Web Domain Monitoring		✖	✖
3rd Party Application Patching		✖	✖
Security Operations Center (SOC)			✖
Managed Intrusion Detection (IDS)			✖
Vulnerability Management			✖
Event Log Analysis (SIEM/SOC)			✖
Business Support	Essential	Secure	Complete
Hardware & Software Asset Management	✖	✖	✖
Power BI Executive Reports	✖	✖	✖
Dedicated vCIO	✖	✖	✖
Strategic Business Reviews	Annual	Bi-Annual	Quarterly
Hardware/Software Purchasing	✖	✖	✖
System Support	Essential	Secure	Complete
Microsoft Patch Management	✖	✖	✖
Cloud Solutions Management	✖	✖	✖
Server Management	✖	✖	✖
24x7 Network Monitoring		✖	✖
24x7 Server Monitoring		✖	✖
Network & Storage Systems Management		✖	✖
Co-Managed Access for Internal IT		Add-On	Add-On

Billing is set per employee, per computer or per site each month, depending on the client's need. Some customization is possible between plans

HelpDesk Services



Custom Solutions

IronEdge’s offerings include U.S. based help-desk support, cyber-security services, cloud solutions, project planning and implementation, backup and recovery services.

While other technology providers have adopted managed services as part of their core offerings, **IronEdge was founded as a managed services provider.** As such, we have been fine-tuning our processes, toolkit and training the dedicated team of engineers and consultants to embrace our clients with a servant mentality and the eye of an engineer.

Award Winning Support

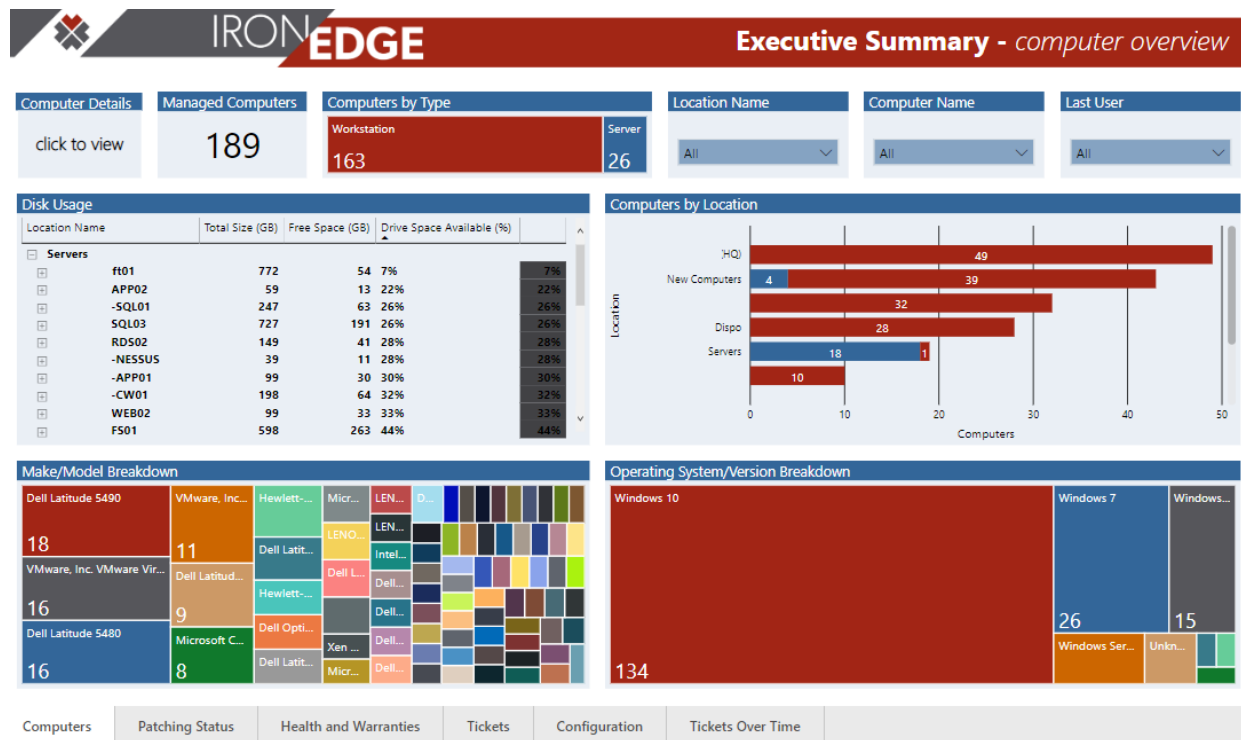
IronEdge continually gains national awards and recognition due to our unique ability to help organizations achieve their business outcomes through technology.

With the ability to service our clients’ needs, 24/7/365, IronEdge can scale to meet the needs of our clients. Our talented team of professionals can support English and Spanish speakers as well as clients who do not speak “tech”.

We exceed our clients’ expectations because we are passionate about service and understand our reputation is the most important asset we have. A client can expect honest, relevant, service-oriented, professional information and the necessary tools to grow their business.

Advanced Reporting, When You Want It

Utilizing Microsoft **Power BI** and advanced Azure reporting services, IronEdge has developed a cutting-edge way for clients to interact with their IT data. IronEdge Advanced Reporting includes client centric **Power BI** dashboards that turn ticket trending and IT asset data into insight and actionable intelligence. Clients can log into our reporting portal and interact with their **fully up-to-date data** whenever they choose, not just after a monthly report is emailed to them.



Executive Summary

Ticket trending

Patch levels

Full asset inventory including hardware specifications and installed applications

Ability to export to CSV or Excel

Ticketing Statistics

SLAs broken out internally (co-managed) and externally

Ticket issues by type/subtype

Tickets by submitter/location

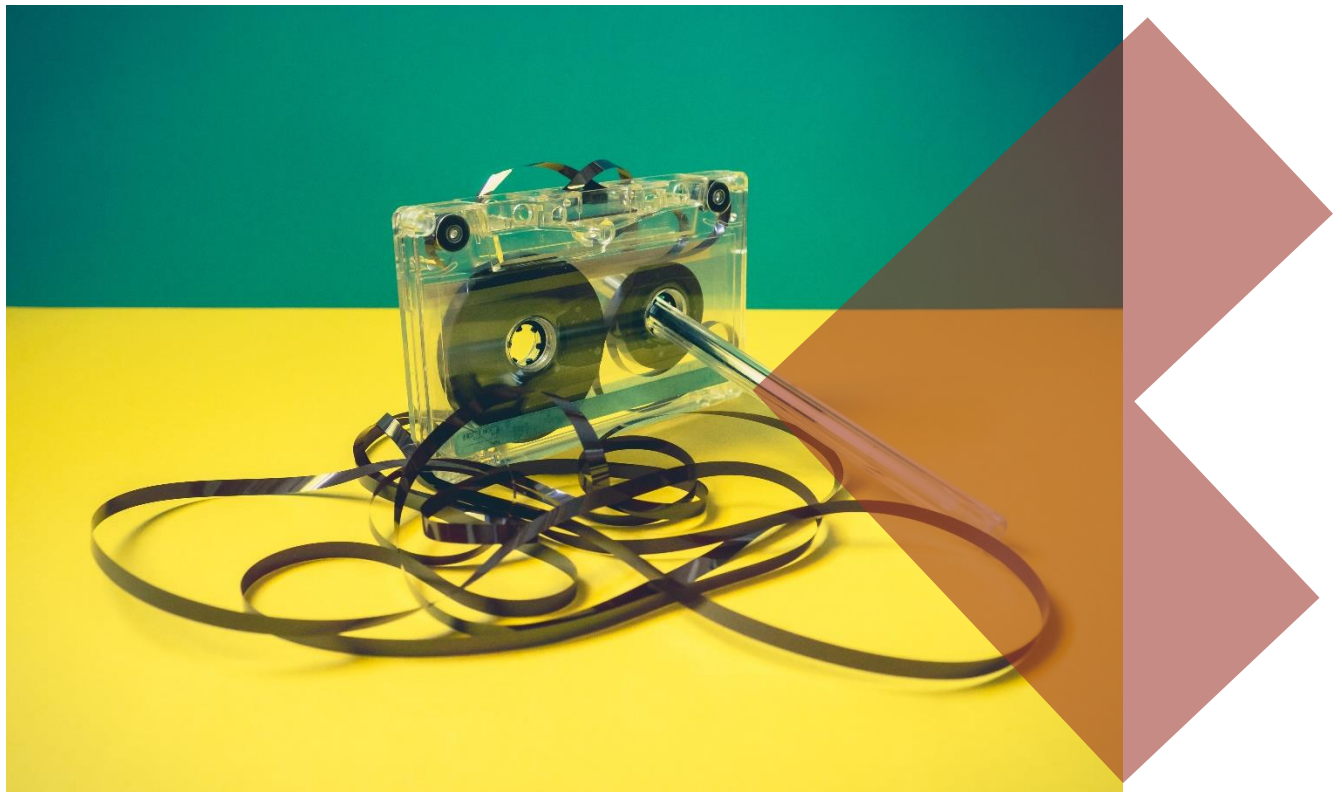
Tickets closed per team member-including client staff (co-managed)

Backups, BCDR and RTO

The only thing a client cannot recover from is lost data. We understand how important it is to establish RTO baselines with our clients around critical systems. As part of our client onboarding process, IronEdge will work with our clients to establish baselines for how soon systems should be available. These baselines will establish processes and set expectations for how and when systems can be offline, backed up or recovered in the event of an issue.

We are a proud partner Axcient, Microsoft and Datto. All leaders in managed backup and recovery solutions. Our solutions are monitored, tested, and documented as part of a regular cycle, allowing our clients to rest easy knowing their data is secure and available.

Business continuity solutions are available as part of our services and provide additional peace of mind for when system failure is not an option.

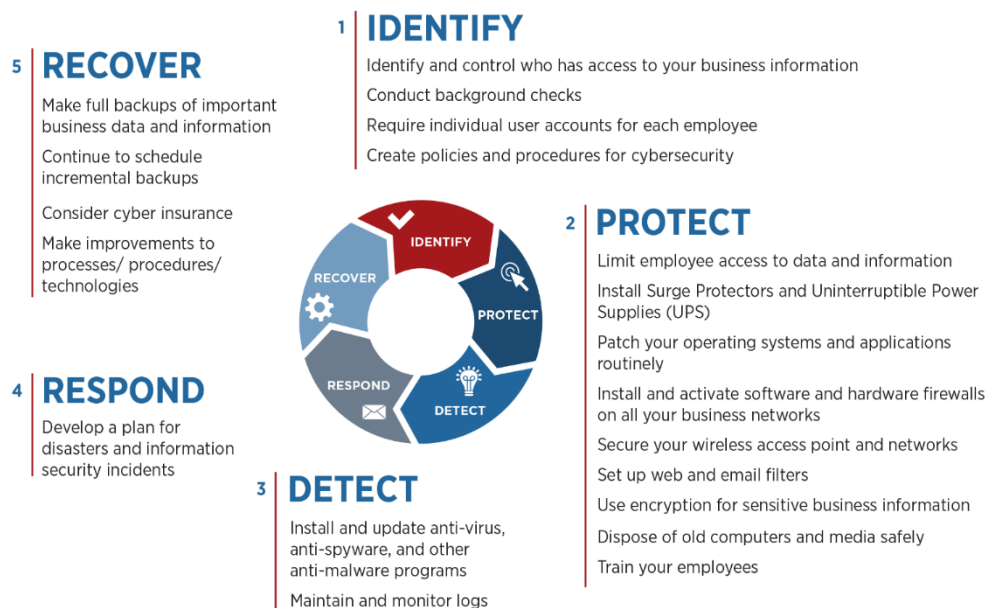


Security Focused Solutions

IronEdge uses a combination of NIST Cybersecurity Framework (CSF) processes and state of the art software services to provide a comprehensive security solution. IronEdge will install software on all end points as well as provide software services for training users to identify threats such as phishing. Coupled with business continuity services, active monitoring, and the ability to block applications from being used to encrypt or harm systems, IronEdge is confident in our top tier security solution for businesses.

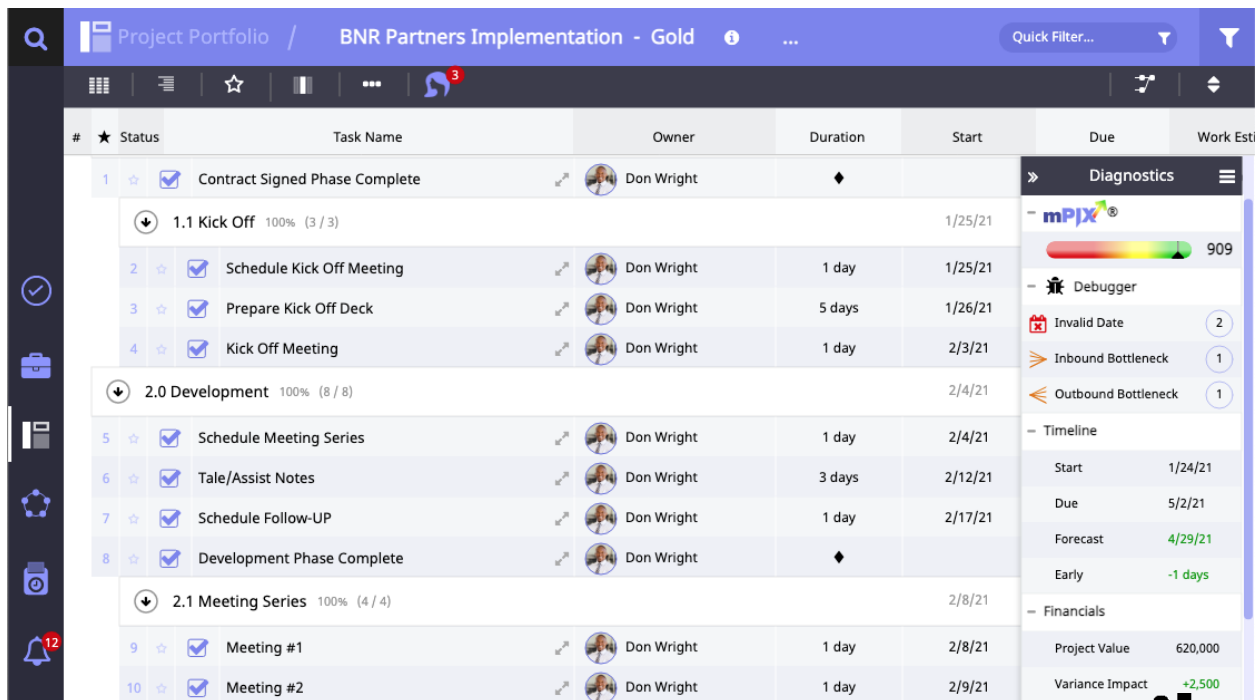
Criminal Justice Information Services (CJIS) Certified. We require that all of our Colorado staff members get CJIS certified and go through a thorough background check to maintain employment at Iron Edge Group. We have many municipal customers that benefit from this as regulations get more stringent with data security.

NIST Cybersecurity Framework



Professional Services

For the lifetime of our existence, IronEdge has provided outcome driven projects for clients. Working with our Client Success team as well as industry leading technical talent and partners, IronEdge provides strategic business outcomes through technology implementations, migrations, and upgrades.



Our team, which consists of over 20 people ranging from project managers to systems engineers has been integrated from the most outstanding engineers and technicians in our organization. Industry first portfolio management software with Artificial Intelligence (AI) has been integrated into our Project Management Office (PMO). New features such as allowing clients to track progress, comment and receive reporting from the projects have been integrated. Dedicated project managers and coordinators lead a team of engineers and partners to ensure client outcomes are met, on time and within budget.

Team

Ryan Lakin: CEO

As CEO of IronEdge Group, Ryan Lakin's passion for technology fuels his determination to create the perfect IT solution for his clients. With over 25 years of industry experience, Ryan focuses on delivering an exceptional client experience in everything IronEdge does through instilling a culture of service to all IronEdge team members. Since its founding in 2005, IronEdge Group has provided service-centric strategy and support to eliminate the frustration companies face with technology. Today, Ryan and his award-winning team help Texas-based businesses navigate the cybersecurity landscape and fortify IT environments with the latest cybersecurity solutions.

Andrew Moore: COO

Andrew Moore has a history of building great operational systems. With over 20 years of cybersecurity and IT industry experience, he has been instrumental in building several businesses into multimillion-dollar companies. Andrew earned his degree in business management after working in IT consulting for many years. He later joined IronEdge as Chief Operating Officer in 2009 where he focuses on providing operational frameworks that create a scalable and repeatable baseline for company growth. Above all else, he is passionate about creating a service-centric culture that focuses on great experiences and putting people first.

Matt Fawver: vCIO

With over two decades of experience in information technology, Matt Fawver is a seasoned professional renowned for his versatility and adaptability across various IT roles. His expertise spans from operations, engineering, and solutions architecture to outside sales. Skilled in both high-level strategic planning and hands-on technical tasks, Matt is adept at addressing complex IT challenges. His technical prowess covers a broad spectrum of modern enterprise network areas, including telecommunications, data center operations, network security, and cloud technologies. Additionally, he is experienced in managing teams, developing KPIs, adhering to SLAs, and generating reports for stakeholders. Known for his dependability and problem-solving abilities, Matt's extensive experience and multifaceted skill set make him an invaluable asset in the IT field.

Patrick Maese: Dir of Professional Services

Based in our San Antonio office, Patrick Maese specializes in project development and catering to the needs of our clients. With over 20 years in the IT industry, he serves as a mentor for other team members and is always learning about the latest technology developments. Patrick earned his bachelor's degree in computer science from Trinity University and began working at IronEdge in 2009.

David Sarfati: Dir Client Experience

David Sarfati, a seasoned professional with over 25 years in the technology sector, has carved an impressive career path starting from IT installations and Helpdesk Support to advancing throughout various positions over the years before landing in his current position as VP of Client Experience. His journey through various roles in the industry has equipped him with a deep understanding of the operations and challenges at each level, fostering a unique respect among his peers and subordinates. Currently, in his role as VP of Client Experience for IronEdge, he serves as the client advocate for a rapidly expanding national cinema chain, acting as a pivotal client advocate. In this role, he expertly addresses technology needs, guides clients in establishing best practices, and develops future-proof strategies. David's exceptional skills in process improvement, client relationship building, and retention have been central to his success. His dedication to prioritizing client satisfaction has earned him longstanding trust and respect in the field. Adding to his credentials, David is also a Project Management Professional (PMP) certified, underscoring his expertise in managing and executing complex projects efficiently.

Heather Wagner: Dir of Professional Services

Heather Wagner is a seasoned Director of Operations with a rich background in the information technology and services industry. Her expertise is anchored in Operations Management and IT Operations Management, supplemented by proficiency in tools such as ConnectWise and Adobe Photoshop, and skills in technical writing. Heather's academic foundation is robust, holding a Master of Arts in Professional Writing from New England College. Her professional journey reflects a commitment to excellence in operational leadership and a deep understanding of the technological landscape, making her a distinguished figure in her field.

Full Resume or CV available upon request

References

Alamo Drafthouse Cinemas – Corporate and Franchises

Full-service cinema chain throughout the United States with over 40 sites. IronEdge provides full support to all locations as part of a corporate standard for support. With differing ownership at each franchise, IronEdge helps to provide a consistent, secure technology solution to all companies. Our team aids in the construction of the new cinemas as well as retrofitting older sites to new standards.

Over 400 users, 250 servers, 40 firewalls scores of network equipment under management

Orion Real Estate Services (Allied Orion Group)

Owner operated and third-party fee multi-family property management company. With a specialized division for construction, IronEdge works with their team to support the building of mixed use and multi-family assets. Aiding in the setup of construction trailers and supporting job-site personnel are a core part of our success with AOG.

Over 400 users, full suite Office 365 and Azure systems, 150 properties and multiple construction projects in progress

Malitz Construction

Full services general contractor in the San Antonio market. Having worked with IronEdge for almost 10 years, Malitz is an established client in the SMB sector of our client base. Family owned and operated, Malitz has almost 20 full time office staff with many more field team members. They are a great example of a smaller construction firm that has utilized IronEdge Services to grow their business.

Implementation Approach

To ensure a smooth transition into support, our team has developed a streamlined process for our clients. Typical onboarding fees would be the equivalent of the first month of services fee.

During your onboarding there will be a team of people who will be introduced to your firm. We will provide details on those roles in the next section of our RFP.

The onboarding project for the City of Delta will consist of the following 2 step approach at a high level:

Step 1 – One Time Project to Create an acceptable Network Configuration and bring Hardware up to acceptable standards.

- Creation of IT roadmap and how changes can be made, in order to remediate all accumulated IT debt from end-of-life hardware assets and upgrade to a Microsoft O365 environment: City of Delta can expect a new network configuration that meets today's security standards and best practices.
- Evaluation of service workflows, processes, and escalation paths

Step 2 – Once IT Roadmap and New Network Config is completed our normal onboarding process will begin.

- User training on how to interact with IronEdge
- Creation of IT roadmap and how changes can be made, in order to remediate all accumulated IT debt from end-of-life hardware assets and upgrade to a Microsoft O365 environment: City of Delta can expect a new network configuration.
- Establish meeting cadence and expectations
- Review system documentation to ensure updates and accuracy
- Deploy and understand IronEdge tools and reporting

Onboarding Team and Roles

Client Success Manager (CSM) (vCIO)

- Service sherpa- ensure a smooth transition to support and guide the client through the journey
- Ensure project team is moving forward- focus on getting tools and systems deployed and configured smoothly
- Keep a pulse on the client – Provide an interface to the client as an advocate and ensure proper communication and expectation management.
- Aid to smooth over issues – Problems will arise during onboarding. It is the role of the CSM to mitigate those issues and provide compromise, resolution, and escalation when things are not smooth.
- Outline the goals of the relationship over the next 12 months

Onboarding Project Lead

- Aids in documenting the processes for issue resolution and system configuration with the CSM
- Works with the NOC to deploy support software and services
- Interfaces with the Client Engagement Manager to ensure proper configuration of the user portal
- Updates the PMO on progress to onboarding and works with the Service Desk to hand-off account to operations
- Tests ticketing and workflows with the NOC and CSM to ensure proper setup
- Coordinates with CSM on setup of services such as phishing training or dark web scanning

Client Engagement Manager

- Builds pre-kickoff documentation on what to expect for users and organization
- Works with the CSM to build ticket creation templates and catalogue of user training
- Runs the client kickoff meeting to provide a feel for how we will work together
- Will setup CSAT reporting and NPS for organization for feedback cycles
- Will ensure proper deployment of portal solution to organization
- Works with CSM to schedule SBRs

Typical Onboarding Process



Above is an outline of the standard onboarding process for a new client. After the first 30 days, IronEdge can begin to support users and take tickets, however additional work is to be done. The Client Success Team will work to continue documenting processes, building user adoption for the support tools, and helping the accounting and executive team navigate our relationship.

First 30 Days of Onboarding:

- 30 Days to Tickets
- Installing agents
- Document onboarding/offboarding of employees
- Document network
- Install security solutions
- Install monitoring solution
- Prepare backups
- Migrate licensing
- Configure portal
- Interview stakeholders
- Setup patching
- Remove old MSP solutions
- Train client on how to work with IEG

60 Days of Onboarding:

- Adjust backups
- Establish asset standards
- Begin report reviews
- Review invoices with client
- Work with Onboarding pod on issues
- Review open project work
- Ensure workflows, applications and other needs are addressed
- Keep pulse on client

90 Days of Onboarding:

- Review roadmap and budget for next 12 months with client
- Review assets and establish replacement plan
- Review ticket and asset reports
- Ensure all open issues from onboarding are addressed
- Provide quotes on any items uncovered during onboarding
- Ensure smooth transition from onboarding pod to production support team

Appendix B: Price

General Overview of Recurring Service Fees, specific to City of Delta based on the information provided. Fees for ManagedIRON include the systems as defined in our Managed IT Services Matrix on Page 21. Client may choose Secure or Complete. Fees include support for items as listed in the ManagedIRON matrix in the earlier section of RFP response. Convenience of a single rate for technology support based on headcount.

Client may choose one of these packages

ManagedIRON Complete		Qty	Monthly	Annual
Price per User	\$	360.00	78 \$28,080.00	\$336,960.00
ManagedIRON Secure				
Price per User	\$	200.00	78 \$15,600.00	\$187,200.00

The following packages are add-ons to ManagedIRON

BackupIRON Secure				
Price per Server	\$	150.00	15 \$ 2,250.00	\$27,000.00
Citrix Hosting				
Estimated Monthly Fees	\$	3,200.00	1 \$ 3,200.00	\$38,400.00
Onboarding Fee				
One Time - Estimated			\$ 18,000	
Network Architecture and IT Roadmap Project				
One Time – Must be completed prior to onboarding Managed Services			\$30,000	
Hardware and Software Upgrades				
<i>Best available price as determined Network Architecture and IT Roadmap Project</i>				

Rates - Time and Material	Hourly
Tier 1 (Level 1 Support, Desktop)	\$ 135.00
Tier 2 (System Admin, Basic Server, Cloud and Network)	\$ 175.00
Tier 3 (System Engineer, Advanced Server, Cloud and Network)	\$ 200.00
Tier 4 (Lead Engineer or Senior Admin)	\$ 275.00
Tier 5 (Senior Consultant, vCIO, SME)	\$ 300.00

Appendix C: Awards & Recognition

IronEdge has been the recipient of the following awards and is considered a national, industry leader in the Managed IT Services space:



Inc. Magazine Fastest Growing Companies

3x Recipient; 2017, 2018, 2019



MSP 500, Top North American MSPs (Pioneer 250 Category)

4x Recipient; 2018, 2019, 2020, 2021, 2022



Channel Futures MSP 501, Elite, Innovative IT Providers

7x Recipient; 2016, 2017, 2018, 2019, 2020, 2021, 2022

4th Largest MSP in Texas; 56th in the United States



MSPMentor 501, Largest National MSPs

7x Recipient; 2016, 2017, 2018, 2019, 2020, 2021, 2022

Appendix D: SLA Management

SERVICE LEVEL RESPONSE TIMES		
PRIORITY LEVEL DESCRIPTION	BUSINESS HOURS	AFTER HOURS
PRIORITY 1: Service or system not available; Business functions and/or systems unavailable; All users impacted.	1 Hour	2 Hours
PRIORITY 2: Degradation of service: Some users, business functions and/or systems impacted.	2 Hours	4 Hours
PRIORITY 3: Non critical issues: Single user impact, change request or other trouble that does not impact operations.	4 Hours	Next Business Day
<p>BUSINESS HOURS. IronEdge business hours of operation are Monday through Friday 7am to 6pm US Central Time excluding public holidays, unless otherwise specified in writing within this addendum.</p> <p>EMAIL AND TROUBLE TICKET SUBMISSION. Email and trouble ticket based support is defined as an email sent to ManagedIRON support mailbox via general email services from a client owned domain or trouble ticket submission via ManagedIRON support portal. Email and trouble ticket support will initially be assigned as Priority 3.</p> <p>TELEPHONE SUPPORT REQUESTS. Telephone support requests will be answered in the order in which they are received. Should the user be required to leave a message during business hours for technical support call back, IronEdge will make all reasonable attempts to return the call within the stated response time dependent on package selection. Telephone support will initially be assigned as Priority 1.</p> <p>Response time is measured from the timestamp automatically created when a ticket is submitted or entered into the ManagedIRON trouble ticket system. IronEdge will make every attempt to respond within the response time stated, however, response times are not guaranteed.</p>		

Appendix E: Certifications

IronEdge engineers are skilled and multi-certified in the following areas:

- Lean Six Sigma, Yellow and Green Belts
- ITIL Process Management for IT
- Project Management Professional (PMP)
- Help Desk Institute (HDI) Service Center
- Microsoft Servers and Desktops
- Microsoft Azure and AWS Cloud
- DELL/EMC, Storage Area Networks
- Cisco Networking, CCNA, CCNP
- Cisco Meraki, Wireless and Firewall
- Comptia A+
- Comptia Network+
- Comptia Sec+
- VMWare and HyperV
- Microsoft Certified Trainer (MCT)
- Federal and State Auditing Regulations
- Disaster Management and Planning (A&M)
- Dell and HP Server Hardware

PROPOSAL TO PROVIDE MI: MANAGED IRON EDGE SECURE- SERVICE ORDER - SAMPLE

2/29/2024

PREPARED BY:

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MANAGEDIRON EDGE SUBSCRIPTION

MANAGEDIRON EDGE SUPPORT:

Managed Server & Managed Workstation: IronEdge shall provide unlimited, interactive assistance of the covered users, workstations and server infrastructure encompassing the following services and scope:

- All hardware is covered under an active manufacturer warranty and all operating system and application software be genuine, licensed and vendor supported.
- Business Line Application support shall be provided to the best of our ability and only if client has a current manufacturer support contract and/or agreement allowing IronEdge to initiate a manufacturer service request for support on behalf of the Client.
- Remote assistance of printing & scanning devices provided all hardware is covered under an active manufacturer warranty and/or support agreement.
- User account creation, deletion, security group management and password resets.
- Microsoft Windows Operating System and Office Application patch automation following IronEdge deployment best practices.
- Deployment of specific software, patches or commands will be billed on a case by case basis and falls outside of the scope of included services.
- Standard Reporting services including real-time, interactive Executive Report, Advanced Threat Defense Report (if purchased), Antivirus Report (if purchased).
- Monitoring of system availability and operating system event logs of designated servers is included. The monitoring system will provide real time alerts that will be responded to under the terms of this agreement.

Mailbox Management: IronEdge shall provide management of third party hosted email systems, such as Microsoft Office 365 and Google GMail, to include mailbox creation, deletion, password resets, and vendor management.

Mobile Device Support: IronEdge shall provide mobile device support including smartphones and tablets. This support includes: basic triage and support of manufacturer supported devices. Custom software deployment and fully managed mobile device licensing available for an additional fee.

Strategic Business Reviews: IronEdge shall provide in-person, strategic reviews of the client’s technology position, service levels and overall business objectives on a scheduled basis. The schedule will be determined on the size of the client’s technology footprint and EDGE package, but will be no less than 2 times per year.

ManagedIRON Endpoint Security: Provides full-system anti-virus protection with proactive scanning for both workstations and servers.

MANAGEDIRON EDGE SECURE SUBSCRIPTION

MANAGEDIRON EDGE SECURE SUPPORT:

ManagedIRON EDGE Subscription: IronEdge shall provide all services as described in our EDGE subscription in the agreement.

Advanced Threat Defense 2022: Provides a bundle including Antivirus, Web Content Filtering, Endpoint Detection & Response, 3rd party application patch management, Zero Trust Security software and Employee Security Awareness training for phishing and web threats. Deviation from IronEdge standard configurations may result in additional fees or out of scope charges.

MANAGEDIRON NETWORK DEVICE MONITORING & MANAGEMENT:

Network Device Monitoring & Management: IronEdge shall monitor the designated Network equipment and virtualization hosts as part of this agreement if client has selected EDGE Secure or EDGE Complete Subscriptions. The monitoring system will provide real time alerts that will be responded to under the terms of this agreement. IronEdge shall provide network management services to include changes to existing network switches such as VLAN port configurations and Wide Area Network connectivity vendor management. IronEdge shall manage firewall equipment such as firewall rule modifications and internet connectivity vendor management. Major software revision upgrades or new equipment installations are not included as part of this agreement.

Network Monitoring Appliance: IronEdge shall provide a network monitoring appliance that is required for monitoring functionality if client has selected EDGE Secure or EDGE Complete Subscriptions. Appliance must be installed on Client’s network with IP connectivity to all monitored and managed devices. Additional appliances may be required for multi-site networks.



MANAGEDIRON EDGE COMPLETE SUBSCRIPTION

MANAGEDIRON EDGE COMPLETE SUPPORT:

ManagedIRON EDGE Subscription: IronEdge shall provide all services as described in our EDGE and EDGE SECURE subscriptions in the agreement.

vCTO Consulting: IronEdge shall provide up to 4 hours per month of CTO consulting or support per month.

MANAGEDIRON ADVANCED SECURITY SOLUTIONS:

Threat Hunting: IronEdge shall monitor the designated Network equipment, servers and workstations as part of an advanced threat hunting platform. Our tools will find and stop hidden threats that sneak past preventive security tools. By focusing on a specific set of attack surfaces, vulnerabilities and exploits, our platform helps customers from persistent footholds, ransomware and other attacks.

Intrusion Detection System (IDS): IronEdge shall provide a network monitoring appliance and solution that is required for monitoring the network traffic for security issues, network intrusions and anomalies. Appliance must be installed on Client’s network with IP connectivity to all monitored and managed devices. Additional appliances may be required for multi-site networks.

Event Log Analysis (SIEM): IronEdge shall provide a service that will collect, aggregate and filter event logs for designated client systems in order to identify potential security issues. Alerts and information will be provided to the client through tickets and regular reports. Issues or potential security breaches will considered a priority 1 issue and attended to 24x7.

MANAGEDIRON CO-MANAGED:

Co-Managed Custom Ticket Board: Hosted shared ticketing system with client dedicated board for ticket management by Client IT staff. Single instance, custom ticket board with up to 4 hours of customization for workflows, ticket types, and notification setups. Single instance, web based ticket submission page with client name in URL, co-branded with logo, up to an initial 4 hours of customization for formatting and logic.

Co-Managed Ticketing Complete User Access: IronEdge will provide up to one (1) login to IronEdge Ticketing Systems, Remote Management & Monitoring Systems, hosted client knowledge base (WikiShare) and systems documentation repository. Requires Named User for all access accounts.



SERVICE LEVEL RESPONSE TIMES

PRIORITY LEVEL DESCRIPTION	BUSINESS HOURS	AFTER HOURS
PRIORITY 1: Service or system not available; Business functions and/or systems unavailable; All users impacted.	1 Hour	2 Hours
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PRIORITY 3: Non critical issues: Single user impact, change request or other trouble that does not impact operations.	4 Hours	Next Business Day

BUSINESS HOURS. IronEdge business hours of operation are Monday through Friday 7am to 6pm US Central Time excluding public holidays, unless otherwise specified in writing within this agreement.

EMAIL AND TROUBLE TICKET SUBMISSION. Email and trouble ticket based support is defined as an email sent to ManagedIRON support mailbox via general email services from a client owned domain or trouble ticket submission/escalation via ManagedIRON support portal, ticket solution or website. Email and trouble ticket support will initially be assigned as Priority 3.

TELEPHONE SUPPORT REQUESTS. Telephone support requests will be answered in the order in which they are received. Should the user be required to leave a message during business hours for technical support call back, IronEdge will make all reasonable attempts to return the call within the stated response time dependent on package selection. Telephone support will initially be assigned as Priority 1.

Response time is measured from the timestamp automatically created when a ticket is submitted or entered into the ManagedIRON trouble ticket system. IronEdge will make every attempt to respond within the response time stated, however, response times are not guaranteed.



SUBSCRIPTION SERVICES DEFINED

MANAGED USERS, ENDPOINTS AND SITES

Managed User:

An employee, contractor or other authorized representative of the client that can request support from IronEdge for client issued technology assets or services. In most cases the user will have a laptop, desktop, mobile device or virtual instance dedicated for their daily work.

Managed Endpoint:

A client owned compute asset, virtual instance or other authorized system that is used expressly by employees for their daily work. Managed Endpoint pricing does not apply to remote desktop server instances without the consideration of unit pricing and the authorization of IronEdge. In some cases, Managed Endpoint's will have multiple employees utilize the same asset for their daily work in a shared environment.

Managed Site:

A physical location where a client performs their business and where technology infrastructure is not shared with another business or organization. Managed Site's typically have their own internet connectivity and firewall.



MANAGEDIRON EDGE SUBSCRIPTIONS

INCLUDED SOLUTIONS AND SERVICES:

User Support	EDGE	EDGE Secure	EDGE Complete
Help Desk Support (Remote Unlimited)	✘	✘	✘
Vendor Management	✘	✘	✘
User Account Management	✘	✘	✘
Office 365 Mailbox Management	✘	✘	✘
Desktop, Laptop & Printer Support	✘	✘	✘
Security and Compliance	EDGE	EDGE Secure	EDGE Complete
Advanced Threat Defense 2022			
NextGen Antivirus	✘	✘	✘
Employee Security Awareness Training		✘	✘
Zero Trust Policy-Driven Security		✘	✘
Endpoint Detection and Response (EDR)		✘	✘
Internet Content Filtering		✘	✘
Office 365 and SharePoint Backups		✘	✘
DarkWeb Domain Monitoring		✘	✘
3rd Party Application Patching		✘	✘
Threat Hunting			✘
Event Log Analysis (SIEM)			✘
Intrusion Detection (IDS)			✘
Business Support	EDGE	EDGE Secure	EDGE Complete
Hardware & Software Asset Management	✘	✘	✘
Power BI Executive Reports	✘	✘	✘
Dedicated Account Manager	✘	✘	✘
Strategic Business Reviews	Annual	Quarterly	Monthly
Hardware/Software Purchasing	✘	✘	✘
Virtual CTO Services (VCTO)	Hourly	Hourly	4hrs/Month
System Support	EDGE	EDGE Secure	EDGE Complete
Microsoft Patch Management	✘	✘	✘
Cloud Solutions Management	✘	✘	✘
Server Management	✘	✘	✘
24x7 Network Monitoring		✘	✘
24x7 Server Monitoring		✘	✘
Network & Storage Systems Management		✘	✘
Co-Managed Access for Internal IT			1 Named User



ONBOARDING AND REMEDIATION

ONBOARDING

Onboarding:

Onboarding of a new client consists of the following:

- Installation of monitoring and maintenance systems
- Installation and configuration of agents and patching solutions
- Deployment of client reporting
- Documentation of client systems
- Documentation of client IT processes
- Development of technology standards
- Licensing review
- Warranty review
- Deployment of security software and services as included in the contract
- Training of users on how to submit tickets
- Training of the services team on client processes
- Engagement of account manager to set groundwork for budgeting, consulting and issue remediation

Remediation:

Remediation of current environment is not included unless stated specifically in this section.



MANAGEDIRON FEES

MANAGEDIRON RECURRING MONTHLY FEES:

QTY	DESCRIPTION	UNIT FEE	TOTAL FEE
1	ManagedIRON EDGE Secure Subscription: User Support - Help Desk Support (Remote Unlimited) - Vendor Management - User Account Management - Office 365 Mailbox Management - Desktop, Laptop & Printer Support Security and Compliance - Next Generation Antivirus Software - Endpoint Detection & Response (EDR) with SOC - Zero Trust Application Whitelisting - Employee Security Awareness Training - Advanced Malware Software - 3rd Party Application Patching - Internet Content Filtering - Dark Web Scanning - Office 365 Backups Business Support - Hardware & Software Asset Management - Power BI Executive Reports - Dedicated Account Manager - Strategic Business Reviews - Hardware/Software Purchasing Systems Support - Microsoft Patch Management - 24x7 Server Monitoring - Server Management - 24x7 Network Monitoring - Network & Storage Systems Management	\$0.00	\$0.00

MONTHLY FEE	\$0.00
TOTAL (ONE TIME) ONBOARDING	\$0.00

At any time during the term of this agreement Client may increase or decrease the quantity of items listed above as agreed upon by IronEdge but not to drop below this agreement Monthly Subtotal Fee. Client will be charged for all services provisioned which may fluctuate on a monthly basis. IronEdge reserves the right to change pricing based on increased number of users, sites, or technology assets over time.





SCHEDULE OF LABOR FEES AND SCOPE

OUT OF SCOPE SERVICES: **BUSINESS HOURS** **AFTER HOURS**

DESKTOP SUPPORT
 IronEdge will provide onsite or remote desktop support services as requested by Client for out of scope services such as project related activities, user or system relocations, new device setup and configurations or similar activities that are outside of normal included support services. Unless agreed to in a separate statement of work, Client shall be invoiced at the hourly rate listed for services delivered during normal business hours or delivered after business hours billed in 15-minute increments with a 2-hour minimum charge for onsite services.

\$135/hr \$187/hr

SERVER SUPPORT
 IronEdge will provide onsite or remote server support services as requested by Client for out of scope services such as project related activities, system relocations, new server setup and configurations, additional system functionality & upgrades or similar activities that are outside of normal included support services. Unless agreed to in a separate statement of work, Client shall be invoiced at the hourly rate listed for services delivered during normal business hours or delivered after business hours billed in 15-minute increments with a 2-hour minimum charge for onsite services.

\$175/hr \$225/hr

NETWORKING SUPPORT
 IronEdge will provide onsite or remote networking support services as requested by Client for out of scope services such as project related activities, system relocations, new networking equipment setup and configurations, additional network functionality & upgrades or similar activities that are outside of normal included support services. Unless agreed to in a separate statement of work, Client shall be invoiced at the hourly rate listed for services delivered during normal business hours or delivered after business hours billed in 15-minute increments with a 2-hour minimum charge for onsite services.

\$200/hr \$300/hr

STORAGE & VIRTUALIZATION SUPPORT
 IronEdge will provide onsite or remote storage & virtualization support services as requested by Client for out of scope services such as project related activities, system relocations, new equipment setup and configurations, additional system functionality & upgrades or similar activities that are outside of normal included support services. Unless agreed to in a separate statement of work, Client shall be invoiced at the hourly rate listed for services delivered during normal business hours or delivered after business hours billed in 15-minute increments with a 2-hour minimum charge for onsite services.

\$250/hr \$337/hr

OTHER TECHNICAL SERVICE
 For technical service that is not otherwise classified under this agreement, such as Virtual CTO or Solutions Architect, Custom Application Deployment Services or Custom Reporting Services, or in addition to the included hours for audit support, shall be invoiced at the hourly rate listed for services delivered during normal business hours or delivered after business hours billed in 15-minute increments with a 2-hour minimum charge for onsite services.

\$275/hr \$375/hr



TERMS & CONDITIONS:

1. IronEdge's Terms found on our website at www.ironedgegroup.com/terms are incorporated herein by reference and constitutes part of the Agreement. IronEdge's Terms are deemed accepted by Client's execution of this Service Order. Acceptance of IronEdge's Service Order for the Services defined herein are expressly limited to the terms and conditions contained in IronEdge's Terms. IronEdge rejects any terms and conditions contained in any of Client's documents or terms and conditions that are additional to or different from those set forth in IronEdge's Terms, other than those expressly included in this Service Order. In the event of a conflict between the terms of this Service Order and IronEdge's Terms, the terms hereof shall control, but only for the purposes of this particular Service Order.

FEES

2. Recurring support Service Fees will be billed at the time of Service activation and prior to the beginning of each service month – payment is due by the 1st of each service month.
3. Failure to remain enrolled in recurring support Services and subsequent reinstatement of lapsed recurring support Services may be subject to the payment of a reinstatement fee in addition to then current applicable recurring support Services Fees.
4. Notwithstanding the foregoing, certain recurring support Service Fees are subject to increases attributable to license, copyright, and/or other similar costs imposed upon IronEdge, including automatic adjustment of Client's plan to the next service level to accommodate Client's usage. When Client's plan is upgraded to the next service level, Client shall be assessed adjustments of the recurring support Service Fees either (i) in advance of implementation of the change request or (ii) beginning on Client's next and/or subsequent invoice(s). IronEdge will not issue any pro-rated refunds for the remaining period during the month when an account is downgraded to a smaller plan; the rate applicable to the new plan will automatically be charged starting the first of the subsequent month. Reinstatement of lapsed recurring support Services will be subject to the payment of the then current applicable recurring support Service Fees plus a reinstatement fee.
5. Client acknowledges that the recurring support Service Fees are based on the expected natural expiration of the Term agreed by the parties. Unless otherwise agreed in writing by the parties, in the event of early termination (other than for IronEdge default) Client must pay IronEdge a termination fee (a "Termination Fee"), which the parties recognize as liquidated damages. The Termination Fee shall be equal to 100% of the unpaid balance of the recurring support Service Fees that would have been due throughout the applicable Term set forth in the Service Order. The parties agree to the allocation of financial risk set forth in this section. Client understands and agrees that the foregoing provision is an essential element of the Agreement and that in the absence of such provision, the material and economic position of IronEdge's compensation structure and Fees would be substantially different.

ASSUMPTIONS / EXCLUSIONS / TECHNICAL PREREQUISITES

6. Services may be subject to a lead time prior to commencement of Services. IronEdge's ability to deliver Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the Services.
7. In order for Client's existing infrastructure to qualify for recurring support Services, the following requirements must be met and maintained at Client's sole cost and expense otherwise additional fees may be incurred by Client. Costs associated with bringing Client's infrastructure up to these minimum standards are not included in this Service Order and must be completed prior to this Service Order going into effect: (i) All servers, desktops, laptops and any other devices with Microsoft Windows Operating Systems must be running a currently supported version of Windows, as stated by Microsoft Corporation, and have the latest Service Packs and Critical Updates installed; (ii) All software running on servers, desktops, laptops and any other supported devices must be Genuine, Licensed and Vendor supported; (iv) Client network must have a currently licensed, up-to-date and Vendor supported Network Backup Solution or subscribe to IronEdge Group's BackupIRON service; (v) Client internal network must be protected by a Hardware Based Firewall Appliance that is currently licensed and supported by a major network security vendor; and (vi) Any and all wireless data and access points must be secured using industry standard data encryption settings. (vii) Client Active Directory systems must be healthy and Group Policy should be configured based on best practices by the software manufacturer (viii) User hygiene and security must be implemented on all business applications, including Active Directory, and should include enforcement of the following if available for all employees: password complexity requirements of at least 8 characters, password updates every 90 days, multi-factor authentication, deactivation of accounts after employee termination, account lockouts after no more than 10 failed attempts.
8. This Service Order excludes the following items: (i) Services and/or repairs made necessary by the alteration, modification or change of supported equipment other than that authorized by IronEdge, including but not limited to



MANAGEDIRON SUBSCRIPTION - SERVICE ORDER



those made by Client's employees or any other service provider or vendor; (ii) The cost of any Software, Licensing or Software Renewal or Upgrade fees of any kind; (ii) The cost of any 3rd Party Vendor and/or manufacturer support or incident fees of any kind; (iv) Programming, software development and/or modification of software code of any kind; (v) Training services of any kind; (vi) Installation, configuration or upgrades of new and existing systems, devices or software; (vii) Application patching/updates of unsupported 3rd party applications.

TERM & TERMINATION

9. This Service Order is for a Term of thirty-six (36) months from the Service activation date and will automatically renew for successive one-year periods following its initial expiration unless either party elects to not renew the Order Term by written notice provided to the other at least ninety (90) days in advance of the expiration of the then-current Order Term.

CHANGE ORDERS

10. In the event that the parties desire to change the terms of this Service Order, or in the event that the scope is expanded, revised, or modified, the parties shall prepare and sign a Change Order, which shall be incorporated into this Service Order. No changes to a Service Order shall become effective until both parties have signed the Change Order.

IN WITNESS WHEREOF, the parties hereto hereby warrant that they have the requisite authority to execute this Service Order, and have executed this agreement, as of the Date below. This Service Order may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Service Order warrants that she/he is authorized to do so on behalf of the party for whom she/he signs. By signing below Client agrees to pay Fees for services performed by IronEdge provided, however that fee rates may be adjusted by IronEdge from time to time upon sixty (60) days prior written notice to Client, and Client agrees to be bound by the terms set forth in IronEdge's Terms.

CLIENT: CITY OF WHEAT RIDGE

IRONEDGE GROUP, LTD.:

BY: _____

**BY: IRONEDGE GP, LLC,
GENERAL PARTNER**

NAME: _____

TITLE: _____

BY: _____
RYAN LAKIN, PRESIDENT

DATE: _____

DATE: _____



**RESPONSE TO
REQUEST FOR PROPOSALS**

INFORMATION TECHNOLOGY SERVICES

Due on February 29, 2024 by 2:00 PM MST

**Submitted to:
City of Delta**

**Submitted by:
Garry Sharma
Contracts Manager
Vastek Inc**



1230 Columbia Street, STE#1180
San Diego, California 92101
Email: garry@vastekgroup.com
Phone No.: (201)942-4701

A graphic featuring a blurred background of a computer keyboard with a yellow dashed border. The text 'IT SOLUTION PROPOSAL' is centered within the border, with 'IT SOLUTION' in white and 'PROPOSAL' in yellow.

**IT SOLUTION
PROPOSAL**

PROPOSAL ENCLOSED

SCOPE OF WORK

The City of Delta is in need of Information Technology services that can respond to the ever changing needs of the City, and the increasing complexity of network and cyber security, network management, technical assistance, and software management. The City is seeking proposals from Information Technology companies that can meet the City's unique and growing needs. This is subject to annual appropriations and will pay monthly until the contract is terminated.

RFP Package - Available February 16, 2024 online at the City of Delta RFP web page <https://cityofdelta.net/rfps>

Question Deadline - February 22, 2024 at 4:00 pm. All questions regarding the meaning or intent of this RFP are to be emailed to tod@cityofdelta.net. Written responses to questions will be posted on the City webpage via addendum no later than February 23, 2024 at 4:00 pm.

Proposal Submission Cut-Off – February 29, 2024, at 2:00 pm. All proposals shall be submitted and stamped at Delta City Hall located at 360 Main Street Delta, CO 81416, or electronically via email to jolene@cityofdelta.net.

Public Proposal Opening - February 29, 2024, at 2:15 pm in the downstairs conference room of Delta City Hall at 360 Main Street Delta, CO 81416.

The City Council reserves the right to reject any or all proposals, waive any informalities in proposals, and accept the proposal that is in the best interest of the City of Delta, Colorado.

*****END SCOPE OF WORK *****

SPECIAL CONDITIONS

A. Contact Person

During the course of this request process, from issuance until a recommendation for award, respondents shall not initiate contact related to this request with anyone other than the officially designated individual: For this RFP, the contact Tod Dezeeuw, tod@cityofdelta.net is the designated individual.

B. Question Deadline

All questions regarding this RFP shall be directed to the individual listed above in writing via email. All inquiries shall clearly identify the name of the firm and the authorized representative, and the RFP title.

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdelta.net/rfps> under "IT Services". The addendum responses in writing are the only official answers.

C. Submittal Instructions

Proposals should be submitted and stamped as received at Delta City Hall at 360 Main Street Delta, CO 81416 or submitted electronically to jolene@cityofdelta.net by 2:00 pm on February 29, 2024.

Proposals shall be submitted at the time and place indicated in this RFP and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the respondent and accompanied by the required documents. If the proposal has been sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.

Any proposal submitted electronically must be submitted in PDF format via email attachment to jolene@cityofdelta.net. The subject line must state "Information Technology Services" **DO NOT** include any proposal information in the body of the email. The first page of the attachment should state the project title and name and address of the respondent. The next page should state "PROPOSAL ENCLOSED" and then be followed by the required documents. Proposals will be publicly opened in the City Hall Downstairs Conference Room at 2:15 pm on February 29, 2024.

Any submission received after the cut-off date shall be returned unopened to the sender.

The submitted proposal should include the following:

- Scope of Work
- Special Conditions
- Proposal Form

- Proposal
- Addendum (If Applicable) - Obtained from RFP webpage:
<https://cityofdelta.net/rfps>

D. Proposal Format and Content

The City discourages overly lengthy and costly proposals. However, for the City to evaluate proposals fully and thoroughly, respondents should follow the format set forth herein and provide all of the requested information.

Introduction: Proposals must include a cover letter stating the complete legal name and type of legal entity (e.g., corporation) of the vendor submitting the Proposal, the mailing address, the telephone number, and the name of the person the City should contact regarding that Proposal. The cover letter must bear the signature of the person having actual authority to make the Proposal on behalf of that entity.

Experience and Qualifications: Proposals must provide a narrative description of the organization of the project team. Proposals must provide a personnel roster that identifies each person who will work on the contract and provide the following information about each listed person:

- Title
- Resume or Curriculum Vitae
- Location, where they work

Cost Proposal: Each proposal must provide an overall “not to exceed” price for the proposed services.

References: Each proposal must include a list of at least three (3) projects that the respondent completed within the last five (5) years. The projects must be a project where the respondent has provided or is providing Information Technology services that are similar to the project outlined in this RFP. References should include the project name, the service location/address, the service size, a description of the service, and a contact person and telephone number for the owner of the service.

***** **END OF SPECIAL CONDITIONS** *****

PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Vastek Inc

Total Proposal Amount: \$ 56,000

Total Written Proposal Amount: \$56,000

Estimated Start Date: March 15, 2024

SUBMITTED on: 29th, February, 2024

Cover Letter

Date: 02/29/2024

To:
City of Delta,
360 Main Street Delta, CO 81416

Subject: Proposal Response to the City of Delta for Information Technology Services

We, Vastek Inc, a corporation, hereby submit our proposal in response to the City of Delta's request for Information Technology Services, as outlined in the RFP document.

Cover Letter Details:

Legal Entity: Vastek Inc
Mailing Address: 1230 Columbia Street, STE 1180, San Diego, California – 92101
Telephone Number: (858) 568-3461
Contact Person: Garry Sharma
Title: Contracts Manager
Contact Person's Telephone Number: (201) 942-4701
Contact Person's Email Address: garry@vastekgroup.com

We affirm that all information provided in this proposal is accurate and truthful to the best of our knowledge.

Should you require any further information or clarification regarding our proposal, please do not hesitate to contact us.

Thank you for considering Vastek Inc. for this opportunity. We look forward to the possibility of partnering with the City of Delta to provide exceptional Information Technology Services.

Sincerely,

Vikash Mishra

Vikash Mishra, President/CEO
Vastek Inc
1230 Columbia Street, STE 1180,
San Diego, CA-92101
Phone: 925-948-5701
Email: Vikash.mishra@vastekgroup.com

Experience and Qualifications

Proposals must provide a narrative description of the organization of the project team. Proposals must provide a personnel roster that identifies each person who will work on the contract and provide the following information about each listed person.

- Title
- Resume, or Curriculum Vitae
- Location, where they work

Response:

Vastek is pleased to submit this proposal in response to the City of Delta's request for Information Technology services. With over a decade of experience in delivering innovative IT solutions, Vastek is well-positioned to meet the City's unique and evolving needs in network and cybersecurity, network management, technical assistance, and software management.

Our organization is structured to ensure seamless collaboration and efficient project delivery. We have dedicated teams specializing in various aspects of IT services, including network engineering, cybersecurity, software development, and technical support. Each team comprises highly skilled professionals with proven track records in delivering successful IT projects for public sector clients.

Vastek holds industry-leading certifications, including ISO 27001 for Information Security Management and ITIL for IT Service Management, demonstrating our commitment to delivering high-quality, secure, and reliable IT services. Our project management approach follows Agile Methodologies, enabling us to adapt to changing requirements and deliver value to our clients in a timely manner.

We prioritize effective communication and collaboration, both internally among team members and externally with our clients. Our dedicated project managers serve as a single point of contact for the City of Delta, ensuring clear communication channels, proactive issue resolution, and transparent project reporting.

Resumes

Here we are mentioning the details of our key personnel.

Title: Cybersecurity Professional

Location: Stockton, CA

Profile Summary

Certified Cybersecurity professional with over 10 years IT experience in Network support /infrastructure design, administration, in a multi-platform managed services enterprise environment. I am excited about the role of cybersecurity in today's enterprise environment as a security analyst, risk compliance analyst, incident response analyst and I am happy to hone my skills in the healthcare, retail, finance, as well as mid-size to small size tech companies.

Skills

- Programming: Python | PowerShell | Bash | JSON
- Operating system: Windows | Linux | MacOS
- Cloud Technology: AWS | Google Cloud | Azure
- Enterprise Software: Jira | Service Now | SCCM | INTUNE | Asana | Zendesk
- Security: Vulnerability Assessment | Risk Assessment | IDS/IPS | SIEM | Penetration Testing | DLP | IR | GRC
- GRC Frameworks: RMF | FISMA | NIST | HIPAA | PCIDSS | HIPAA | ISO 27000 | SOC

-
- Agile Scrum
 - Attention to detail, security conscious, report writing and presentation skills.
 - 10 years network design and support experience in an enterprise environment.

Education & Certifications

- Western Governors University, Nevada. Bachelors in cyber security and information assurance 2024
- Springboard Cybersecurity Bootcamp, August 202
- AWS Cloud Practitioner | AWS Solutions Architect | Cisco Certified Network Administrator | Cisco Certified Network Professional | CompTIA Security+

Cyber Security Projects

- Completed a Gray Box penetration test on live environment, using open-source intelligence gathering technique to build an attack profile for client, and successfully breached client using a vulnerable users account with admin rights to escalate privilege.
- Completed a full vulnerability assessment on a community educational outlet using tools, like OpenVAS, Nmap, Wireshark, Metasploit and other kali Linux utilities. Technical Summary

Professional Experience

University of the Pacific | Tier2 SCCM ADMIN | Stockton

August 2023 - Present

- I generally resolve escalated tech issues on the campus using the Service now Ticketing system.
- I Perform Monthly Patch Tuesday security update using Microsoft Endpoint Manager.
- I ensure all devices deployed meet the basic CIS CAT benchmark.
- I did the upgrade of the SCCM server and console.
- I Created new collections and Boundaries, Task Sequences.
- I Updated the deployed O/S from Windows 10 to Windows 11.
- I Created packages with all needed drivers and applications.
- I Administer and Manage Endpoint manager and the WSUS server.
- Mentoring and training student techs.
- Imaging, deployment support of MacBook's and Windows Laptops.
- AV Support to campus.
- Macbook Device Management using JAMF.
- I monitor and push updates to devices based on CIS Benchmark.
- Printer Installation, support and management on an enterprise scale.

Fremont Bank | Tier 2 Service Desk | Livermore

Feb 2023 – July 2023

- General service desk functions attending to tickets on ServiceNow
- Treating escalated issues from tier 1 support.
- User migration and laptop refresh project on windows.
- Endpoint management (MDM) using Intune Azure AD.
- Running Nessus scans on newly commissioned/newly patched servers.
- System hardening on deployed endpoints verifying absence of backdoors.

Springboard | Cyber Security Analyst Fellow | San Francisco**Dec 2021 - Oct 2022**

- Completed Vulnerability assessment on various projects using protocol analyzers, tcp dump Nmap, Tenable, Qualys, Wireshark, Burp Suite, tcpreplay.
- Completed a capstone project based on a penetration testing exercise using, OSINT, kill chain principles and MITRE-attack on a local entity, identifying ghost accounts with admin privileges
- Windows Endpoint patch management on SCCM.
- Actively monitored network activity on a local community college for Incidence using SIEM logs.
- Performed governance, risk and compliance assessment on Health, Financial, entities based on industry standards ensuring controls are in place.

Grubhub | Service Desk IAM | San Francisco | Remote**Nov 2018 - Aug 2021**

- Supported over 2,000 users on a multiplatform operating system with %50 Windows / Mac.
- Installed and on-boarded new users applying Role based Access Control and offboarding termed users.
- Completed AWS workspace deployment and migrated users from AD to AWS IAM using federation.
- Enabled multi factor authentication on users applying Okta.
- Managed end user mobile devices MDM using Microsoft Intune.
- I managed device hardening on all remotely deployed devices ensuring disk encryption.
- Installed and managed local network peripherals like multifunction printers, and Access Points.
- Managed AV and conference rooms, Kreston system, Cisco SX20 video conference device.
- Tesla | Service Desk | Fremont May 2018 - Sept 2018
- Migrated users from Windows 7 to Windows 10 ensuring data integrity and application access restored.
- Maintained asset inventory of all devices retrieved and deployed.
- Managed Active Directory, assisted with user access issues.

Choicegen | System Administrator | Remote**Dec 2016 - May 2018**

Effectively performed database and system administration tasks.

Maintained security standards and contributed to evolving security processes and improvements.

Managed Web Content Management system using Liferay framework.

Unisys | Field Tech | Bay Area**Feb 2016 - Nov 2016**

Dell hardware onsite support across the Bay Area analyzing and repairing faulty Dell computer hardware.

Fujitsu Technologies | System Engineer | NOC | Johannesburg**May 2007 – May 2014**

Note: within my 7 years at Fujitsu I was promoted to various roles from desktop support, system admin, Network engineer to 3rd line remote server support.

Remote Infrastructure Management

- 3rd level remote server support for global based clients.
- Installation maintenance, administration and support of windows: 2000/2003/2008/2014/2014 server, Active Directory, DHCP, DNS
- Server and network security.
- Exchange 2003,2008,2010,2013.
- Active directory GPO management.
- User rights management.
- Managing users and updating company intranet using sharePoint 2013.
- Remote server windows update and service pack installation using WSUS.

- SCCM management resolving SCCM alerts as presented by monitoring tools.
- Remote event log monitoring on multiple clients.
- Logging and constantly updating service desk on client server issues.
- Backup planning and tape rotational policy implementation
- Installation and configuration of backup Exec utility on client servers using dell /Hp tape media.
- Backup server management using Backup Exec, Netback up Application.
- File restore using backup utilities like Symantec Backup Exec, Netback up.

Cisco Network Engineer**Feb 2010 – Dec 2010**

- If required 24/7 support on customer network on customer through smart care dashboard.
- IOS update on Cisco switches.
- Installation, configuration of Cisco switches 3750,3560,6500 series,4500.
- Configuring and troubleshooting switches with different protocols EIGRP, OSPF, IS-IS, BGP.
- Installation and configuration of Cisco 7200 routers.
- Cisco Hardware troubleshooting and repair.
- Installation and configuring Cisco Smart care Appliance on client network.
- Configure and manage VLAN (voice and data) as optimally possible.

Title: Network Engineer**Location: Carpentersville, IL****Profile Summary**

- Determined and experienced Network Professional with several years of industry experience and worked on several projects in Planning, Implementation, Configuration, Network design, troubleshooting, Maintenance and management involving LAN and WAN technologies.
- Broad experience in design to offer a good bandwidth for critical application e.g. VOIP, Video streaming application and others.
- Experience in configuration and deployment of Routing and Switching Protocols. Proficient with Layer-2 and Layer-3 Switches and Security.
- Good knowledge with TCP/IP networking standards and with protocols like SNMP, ICMP and IPv4. As well as network security protocols like IPSEC tunnels, NAT/PAT, ACL's and DM VPN's.
- An integral part of the team for configuration and maintenance involving Data Centers and Branch office Structural Cabling environments.
- Demonstrate high ability to learn and adapt to changing technological advances and changes highly motivated and possess high confidence in performing in a challenging atmosphere.

Skills

- **Networking:** Cisco, CUCM 6.1/8.6, EoC, EoF, IP Networking, Dedicated Internet Access, F1 to F3 cable pair distribution, TCP/IP, Eigrp, OSPF, RIP, RIP v2, Metro Ethernet, NNI troubleshooting, DMX, Bonded T1, MPLS, SONET, Transport STS-1 thru OC192, VLAN config, SIP Messaging analysis, Data Packet capture with Wireshark, VOIP gateway configuration
- **Tools:** Cisco ISE, HP Service Manager, HP Node Manager, HP Network Automation, System Status Display (SSD), Solarwinds, Nagios, Granite, Visio, Packet Tracer, Secure CRT, PUTTY, EB/TA (E-Bonding tool) XO's NETOPS Portal, Global Capacity portal, Verizon Enterprise Portal
- **Routing Protocols:** RIP, OSPF, EIGRP, BGP

- **Switching Protocols:** Switch Configuration, VLANs, VTP, STP, RSTP, MST,
- **LAN Technologies:** Ethernet (IEEE 802.3) Technology, Fast Ethernet, Gigabit Ethernet, Cable testing, Structure Cabling, WAN, Multicasting and ARP
- **WAN Technologies:** Frame Relay, ISDN T1/E1, ATM, MPLS, Ethernet
- **Hardware:** Meraki, Cisco 3850, 3750, 3650, 3560CX Switches, Cisco 5520 Wireless Controller, Cisco 2800, 2900, 3900, 4331 Routers, Juniper M320, MX480, EX 2200, SRX100 configuration and troubleshooting
- **General Support:** Cabling network devices, password recovery, disaster Recovery
- **Airline Systems:** SHARES GDS, System Status Display (SSD), Flight Trax

Professional Experience

Ryerson, Lisle, IL

April 2017 - Present

Network Engineer (Industry: Metal Processing/Distributing)

- Responsible for network design and enhancements
- Stage, configure, support and maintain Cisco 4331 ISR, Cisco WS 3650 Ethernet switches, Cisco Prime, Cisco wireless controller
- Manage over 100+ sites for installation of hardware at new and relocated Ryerson sites
- Configure, deploy and troubleshoot Cisco 3500 Wireless bridges
- Document hardware and software configurations
- Troubleshoot resolution with carriers and telecom providers both online and through internal ticketing systems
- Collaborate with voice group, LAN, PC Tech to support VOIP installs and troubleshooting
- Work with Solarwinds network monitoring software, SecureCRT and Kiwi cat tools
- Network support on rotational basis
- Turn up and support backup ethernet circuits and support MPLS primary circuits

United Airlines, Elk Grove Village, IL

Dec 2016 – April 2017

Network Analyst (Industry: Aviation/Transportation)

- Monitor and manage all network infrastructure to ensure availability and performance metrics are met.
- Manage 3rd party relationships relating to Network Operations to ensure SLA's are met.
- Perform root cause analysis to quickly recover from any network service interruption.
- Encourage and enforce compliance to IT Service Management process and procedures pertaining to Network Operations
- Coordinate activities with internal and external technology teams to support operational needs of the business.
- Configure LAN/WAN, routing and switching.
- Review all network related change management tickets to ensure promotion into the production environment is operationally ready.

First Communication, Lombard, IL

Nov 2014 – Dec 2016

Network Management Engineer (Industry: Wireless/Voice/Data)

- Verify and analyze static routes, routing instances and BPG protocols in the MX480 & M320
- Monitor interface for packet throughput and discards.
- Perform firmware updates on Juniper SRX100 and EX2200 devices.
- Troubleshoot VPLS & MPLS tunnels for enterprise networks.
- Troubleshoot circuit issues and configurations on demand.

-
- Create proper QOS statements on VLANs for voice and data affecting routers and interfaces.
 - Add, delete and verify route sets
 - Perform source pings within Juniper EX2200 devices to verify connectivity to MPLS networks.
 - Network management and maintenance for customers support 24/7, 365 days.
 - Work directly with senior executives and leadership to meet internal and external client SLAs.
 - Interface effectively with other departments and staff to ensure satisfactory and timely resolution of their issues or problems.
 - Performed maintenance on equipment as necessary and image upgrades.

Walgreens Co., Schaumburg, IL**Jan 2014 – Jul 2014****Network Engineer (Industry: Healthcare)**

- Voice migration and deployment for Cisco Unified Communications solution.
- The store migration consists of 1,400 Walgreen's retail stores from Call Manager v6.1 to a new cluster running v8.6
- Responsible for scripting Voice Routers (series: 2800 / 2900 / 3900).
- Monitored network traffic via network monitoring tools and sniffers in an attempt to troubleshoot network outages and intrusions by tracing their origin and destination.
- Work closely with configuring, maintaining and troubleshooting WAN links.
- Helped the network team to install and test new switches and routers.

Education

DeVry University – Addison, IL

- Bachelor of Science in Network and Communications Management
- Associate of Applied Science in Network Systems Administration

Title: Software Engineer

Location: Randolph AFB, TX

Skills

12 years DoD contractor. ServiceNow administrator; Windows administrator; Networking administrator; Cyber Security; Information security analyst; Data analysis; Problem solving; Application development; Software Licenses Management; Virtualization; software installation and maintenance; help desk analyst; Data backup management; hardware technician; database design; Customer Service.

Torch Technologies Inc, Randolph AFB, TX**Apr 2023-present****Sr. Software Engineer**

Supported EPASS contact for AFLCMC/GBHO, tracking cyber order and provided technical services. Help to migrate our programs to ServiceNow. Duty includes:

- Tracked and monitored cyber orders and vulnerabilities for AFLCMC/GBHO
- Used the vulnerability management process to manage and respond to vulnerabilities identified in all software, firmware, and hardware within the AFLCMC/GBHO.
- Built Software Tracker and Hardware Tracker dashboard on ServiceNow for our Asset team.
- Completed creating How To documents for our Jira Service Management and test our Jira Service Management project.

Key Technologies/Skill used: Cyber security, Data analysis, ServiceNow administer and customer services.

Oasis Technology & Engineering LLC, Randolph AFB, TX
Software Engineer III - Unit Software License Manager**July 2018 – Mar 2023**

Support EPASS contact for GBHO. Ensure that computer and server software assets are managed in accordance with Computer Software Piracy, Information Technology Asset Management (ITAM) and Air Force Certification and Accreditation Program. Duty includes:

- Established cradle-to-grave process to track software licenses for all government and commercial software.
- Ensured that prior to installation on an AREA52 domain computer, the software has been approved by the 502CS SLM by submitting a CIPS work order for approval.
- Monitoring and tracking the software license. Ensured that the HR Systems Division does not have illegal or unauthorized software installed on Air Force assets.
- Wrote a PowerShell script, scanned computer's software and ensured computer software upgraded to the right version.
- Ensured all software media is securely stored. This includes media, documentation, certificates, keys, subscriptions, maintenance agreements, proof-of-purchase, vendor site account information for software download and license tracking, etc.
- Download and virus scan all external software media upon receipt and prior to installation.
- Supported Cyber order and made sure all software is compliance with the JBSA Software Management Program.
- Monitor and track Server Certificates
- Finished annual software inventory every year and sent the inventory report to 502CS.
- Coordinate on all software acquisitions and coordinate on uncertified software to send to AFNIC for testing.
- Tracked software Certificates.
- Built Software Management in ServiceNow.

Key Technologies/Skill used: Cyber security, Data analysis, Built SAM on ServiceNow, Software Licenses management and customer services.

Austin Foam Plastics, Austin, TX
Sr. System Engineer**May 2017 – July 2018**

Small company but BIG IT fields. We do all IT support for six sites in the USA, including Austin, Dallas, Tennessee, Ohio, El Paso and Missouri. Also, we support three sites outside the USA, including China, Taiwan, and Mexico. Duty includes:

- Perform support, troubleshooting, and performance monitoring and tuning for the data network at all locations including WAN, LAN, and Manufacturing networks.
- Manage Private VMWare Based Cloud.
- Manage and monitor all sites VMWare, SAN, Network and Environment
- Troubleshoot and resolve production problems. Install, configure, and maintain IT components where necessary.
- Manage data backup, SAN management, AD, Exchange, Cloud, DNS, DHCP, VMware, Office 365 management, GPO setup, wireless configure for the Warehouse and printer management.
- Support and troubleshoot engineer software, Amtech and Syteline System support.
- Upgraded Tableau Server from 2012 to 2016.

Key Technologies/Skill used: Data analysis, Windows administrator, network administrator, Virtualization, software installation and maintenance, help desk analyst; Data backup management; hardware technician and customer services.

AECOM (URS Federal Support Services)**April 2013 – May 2017****Systems Administrator III - Holloman AFB, NM,**

Promoted to System Administrator III in April 2013. Provide overall communications (IT) support to all Holloman RPA (remotely piloted aircraft) squadrons and associated support functions. Provide client support and system administration on all Windows servers and workstations.

- Administer Windows 7, 8, 10, Windows Server 2003 / 2008 R2 / 2012, MS-SQL & Red Hat Enterprise Linux
- Manage all the servers, perform log analysis, error detection, fault correction, backups, and restores
- NAS and SAN Administration
- Hyper-V Manager Administration
- Microsoft Enterprise Service Manager
- DNS management and printer server management.
- Supports network infrastructure, Hardware and Software troubleshooting/replacement
- Active Directory Administration
- Group Policy and registry configuration
- IIS web problem troubleshooting
- Implement security fixes, OS patches, antivirus software and security policies
- Research/recommend innovative and if possible automated solutions for administration tasks

Key Technologies/Skill used: Windows administrator, Networking administrator, information security analyst, Data analysis, Problem solving, Virtualization, software installation and maintenance, help desk analyst, Data backup management, hardware technician and Customer Service.

System Administrator - Fort Lewis, WA**July 2010 – April 2013**

I had been working as a System Administrator, IMO, and IASO for an AMCOM unit in Fort Lewis, WA from July 2010 to April 2013. My duties include:

- Administer Windows XP, Vista, 7, Windows Server 2003 / 2008 R2, and MS-SQL Server
- Implement security fixes, OS patches, antivirus software and security policies
- Active Directory Administration.
- IIS web problem troubleshooting.
- Group Policy and registry configuration.
- Supports network infrastructure, Hardware and Software troubleshooting/replacement.
- Research/recommend innovative and if possible automated solutions for administration tasks.

Key Technologies/Skill used: Windows administrator, Networking administrator, Cyber Security, information security analyst, Data analysis, Problem solving, software installation and maintenance, help desk analyst, Data backup management, hardware technician, and Customer Service.

Nanning Vocational Technical College - Nanning, Guangxi, China**Jul 2002-Mar, 2005****Associate Director**

Managed twenty-four teachers and 1,856 students in the Department of Computer and Information Engineering; implemented educational management and educational reform.

Enrollment Coordinator**Jun 2001 – Jul 2002**

Used Visual FoxPro to develop "New Students Management System". Process and analysis new student's data for improving registration rate.

Key Technologies/Skill used: application development, Data analysis**Administrative Assistant****Jun 1999 – Jun 2001**

Managed lesson plans maintained course records and provided feedback to assistant provost on improving and promoting courses. Taught quality monitoring and appraisal. Organized midterm and final examination. Sent lesson plans to each department.

Key Technologies/Skill used: application development, Data analysis**Computer Instructor****Mar, 1995 – Mar, 2005**

Taught computer curricula for ten years: Visual BASIC Programming, FoxBASE+, Visual FoxPro Programming, Software Engineering, Auto CAD, Word 2003, Excel 2003, PowerPoint 2003, Operational Systems and Computer Applications.

IT Laboratory Technician**Mar, 1995 – Jun 1999**

Computer laboratory software management, desktop support and software update. Hardware maintenance and upgrade. Computer application and customer services.

Key Technologies/Skill used: Windows administrator, Networking administrator, software installation and maintenance, help desk, data backup.**Nanning Chemical Industry Group Company - Nanning, Guangxi, China****Sep 1992 – Mar 1995****System / Network Administrator**

Network design, Software installation and service; computer application and training; computer application popularization; troubleshooting all hardware and software problems.

Key Technologies/Skill used: Windows administrator, Networking administrator, Application development, Database design, software installation and maintenance, help desk analyst, Data backup management, hardware technician and customer services.

Computer Programmer**Jul 1988 – Sep 1992**

Six years computer programming experience; In the DOS System, I used FoxBASE+ to develop applications for the financial department and sales management. Built the first version of Management information System for the company.

Key Technologies/Skill used: Application development, Database design.**Education**

- Sep 2000 – Jun 2002 Guangxi University – Nanning, China
Major: Computer Engineering, MS degree
- Sep 1996 – Jun 1999 China Central Radio and TV University – Nanning, China
Major: Science Information Technology, BS degree
- Sep 1985 – Jun 1988 Guangxi Normal University – Guilin, China
Major: Computer Science AA degree
- Jan 2007-Jun 2008: Clover Park Technical College, Lakewood, WA

Major: Information networking and security management, AA degree.

Certifications

- ServiceNow CSA (Issued 1/12/24) ServiceNow
- MCSE: Server Infrastructure (Issued 12/09/2014) Microsoft
- MCSA: Office 365 (Issued 12/23/2014 Current) Microsoft
- MCSA: Windows Server 2012 (Issued 09/29/2014 Current) Microsoft
- Security+ certification (Issued 12/2008 current) CompTIA
- Security+ CE certification (Issued date: 03/24/2014, exp date: 03/24/2026) CompTIA
- Network + Certification (Issued 3/2008 current) CompTIA
- A+ Certification (Issued 2/2008 current) CompTIA

Title: Technical Leader

Location: Research Triangle Park, NC

Profile Summary

With over 10+ years of experience as a Network Engineer skilled at in-depth analysis and troubleshooting of complex networks with a focus on efficiency and performance. Detail-oriented and proactive team player with strong troubleshooting, training, communication and analytical abilities.

Skills

- IETF WGs on MPLS, MBONED, CCAMP, RTGWW, RTG-BFD, PCE, SSM, L1-VPN, L2-VPN, L3-VPN, PWE3, TE-WG, MPLS-OPS (non-IETF), MPLS on Linux, BIER
- IP routing protocols such as: MPLS, OSPF, BGP, EIGRP and PIM .
- WAN protocols such as: Frame Relay, ATM , Ethernet, PPP.

Professional Experience

Cisco Systems - Research Triangle Park, NC

August 2010 – Present

Technical Leader - Data Center Routing and Switching, Technical Assistance Center (TAC)

- VxLAN (EVPN, TRM, Multisite), MPLS and Multicast SME
- iWAN (PFR)
- Lead complex case escalations
- Developed and delivered troubleshooting training material – how to troubleshoot Multicast Control-Plane on Nexus
- Developed Python Scripts to troubleshoot Multicast and OSPF issues
- Lead Case Review Meeting and Escalation point / SME for cases
- Core / Backbone / Level 2 Technical Support for Cisco Routing Protocols and Routers
- Multicast, EIGRP, OSPF, BGP MPLS L2 and L3 VPNs, iWAN, IOS-based NAT, etc
- NxOS and Nexus family of DC Switches

Nortel Networks - Morrisville, NC

August 1997 – August 1999

Sr. Engineer, Network Access Technical Assistance Services

-
- End-to-End support of Remote Access Networks based on devices using Ethernet, ATM and Frame-Relay, L2F, L2TP, PPP, Radius, Frame Relay – Nortel and Cisco equipment.
 - Detection and analysis of failures due to s/w bugs, network design, etc.
 - Presentation of findings to customers with suggestions for the improvement of the network.
 - Implementation and engineering of support Lab

Education

- University of Toronto - Ontario, Canada
Admitted to the Master of Engineering Program, Computer Sciences. Not majored.
- Universidad Autónoma de Costa Rica, Central América
Suma Cum Laude, BAsC Electrical Engineering

Cost Proposal

Each proposal must provide an overall “not to exceed” price for the proposed services.

Response:

Vastek Inc has provided the proposed services price details in Proposal Form and attached with the response.

References

Each proposal must include a list of at least three (3) projects that the respondent completed within the last five (5) years. The projects must be a project where the respondent has provided or is providing must be a project where the respondent has provided or is providing Information Technology services that are similar to the project outlined in this RFP. References should include the project name, the service location/address, the service size, a description of the service, and a contact person and telephone number for the owner of the service.

Response:

Vastek Inc provided our references related to IT Services which demonstrate our ability to provide high-quality services to meet unique City's requirements and meet strict deadlines while maintaining high service standards.

Reference#1:

- **Project Name:** IT Services and Project Management
- **Client:** State of North Carolina
- **Service Location/Address:** 2001 Mail Service Center Raleigh, NC 27699-2000
- **Service Size:** \$2 Million
- **Duration:** October 2023 – On going
- **Service Description:** Vastek's project management services for the State of North Carolina provided a reliable and efficient way to execute IT initiatives with precision and success. The company's expertise, experience, and commitment to excellence make it a valuable partner for the state government, enabling North Carolina to leverage technology effectively to meet its strategic objectives and deliver exceptional public services.
- **Contact Person:** Lokesh Aggarwal, Project Manager
- **Telephone Number:** (778)928-0797

Reference#2:

- **Project Name:** ShareGate Migration Software Services
- **Client:** US Army - CORPS KMO
- **Service Location/Address:** KMO2026 N DIVISION STJBLM, WA 98433
- **Service Size:** \$100,000
- **Duration:** October 1, 2021- September 2022
- **Service Description:** Vastek provided IT software solution based services to the client. We have implemented and delivered the ShareGate Migration Software effectively.
- **Contact Person:** Vincent C. Fiore, IT Specialist
- **Telephone Number:** (253)477-1840

Reference#3:

- **Project Name:** Software and Services
- **Client:** DHS - Transportation Security Administration
- **Service Location/Address:** 6595 Springfield Center Dr. Springfield, VA 20598
- **Service Size:** \$100,000
- **Duration:** October 1, 2021- September 2022
- **Service Description:** Vastek has successfully implemented JAMF and Apple Hardware integration, streamlining software deployment, device management, and system optimization.
- **Contact Person:** Michael Moran, Contract Specialist
- **Telephone Number:** (571)227-3087



**CITY OF DELTA, COLORADO
REQUEST FOR PROPOSALS**

INFORMATION TECHNOLOGY SERVICES

Addendum #1 February 23, 2024

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. Is this a new initiative?
Answer: Yes
2. What was the previous spent of the RFP?
Answer: Employee
3. What is the current budget of the RFP?
Answer: \$60,000
4. Can we submit the federal references?
Answer: Yes
5. Do we need to submit sample professional services agreement along with the proposal?
Answer: No
6. What should be the total written proposal amount that you are looking for?

Answer: Hourly rate and/ or a base rate for general monitoring of the system

7. Are you able to give an idea of the hours per month that your team is expecting or even some of the projects at hand that you would be needing our assistance completing?

Answer: The City will need on site assistance with new hardware purchases and cabling, etc - hours per week would vary based on upgrades otherwise 2-4 hours for monitoring systems. Upcoming projects- move the Police Department to a new building, upgrade the citywide WIFI and install new servers for the system.

8. How many users are on Office 365?

Answer: Zero

9. Provide a license count.

Answer: 85

10. Are the licenses being purchased directly with Microsoft or through a Microsoft Partner?

Answer: Neither

11. Do you currently use Microsoft Teams and/ or Microsoft Sharepoint?

Answer: No

12. Is there a software in place currently to manage endpoints remotely?

Answer: No

13. Do you have employees working remotely that use a company?

Answer: No

14. Please provide detailed information about the scope of services.

Answer: All inclusive- servers, cyber, firewalls, switches, employee support, network support, adding/ removing users on the network. Onsite assistance would be necessary from time to time for cabling, hardware updates, etc.

15. Can we submit sample resumes or are actual resumes mandatory?

Answer: Sample is fine

16. What is the term of the contract?

Answer: After the year in which this Agreement is executed, it is subject to and contingent upon annual budgeting and appropriation by the City

17. Is the City looking for a single firm to provide all the network and cyber security, network management, technical assistance and software management services outlined in the RFP or can a firm submit a proposal for a sub-set of these services?

Answer: The City is looking for one company for all

CHANGES TO PROVIDED MATERIALS

1. IT Structure

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE RFP AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1



RESPONSE TO



FOR

INFORMATION TECHNOLOGY SERVICES

Submitted by SoftSages Technology
Anthony Merulla, VP of Sales & Marketing
20 Mystic Lane, 2nd Floor, Malvern, PA 19355
Email: rfp@softsages.com
Phone: 484-321-8314 Ext. 180



“PROPOSAL ENCLOSED”

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INTRODUCTION

Attn. Tod DeZeeuw,
City of Delta
Tod@cityofdeltanet.net
360 Main St Delta, CO 81416

Date: February 29, 2024

Ref: Information Technology Services

Evaluation Committee of the City of Delta,

SoftSages LLC dba SoftSages Technology (hereafter referred to as 'SoftSages') is writing to express strong interest in responding to the Request for Proposals for Information Technology Services. We are excited about the opportunity to partner with the City of Delta and provide comprehensive, innovative, and reliable Information Technology Services that align with your specific needs and objectives.

SoftSages Technology has provided similar services and solutions to various other public and private sectors since its inception i.e., 2005. We have worked on services but are not limited to:

- Network Security
- Cyber Security
- Network Management
- Technical Assistance
- Software Management

SoftSages Technology, incorporated in Pennsylvania (PA), is an ISO 9001:2015 & ISO/IEC 27001:2013 & CMMI LEVEL 3 certified IT Services firm. We have a distinguished 18+ years of demonstrated track record of excellence in providing IT Managed & Support services to a diverse range of clients. With 18 years of experience in the industry, we have honed our skills and expertise in various IT Services such as Network & Cyber Security, IT Infrastructure Management, and Technical Assistance Services.

Our approach to outsourced IT Support services is founded on the following key principles:

We look forward to the opportunity to collaborate with the City of Delta to provide a comprehensive suite of Information Technology services. Our proposal will include a detailed breakdown of our services, pricing structure, case studies showcasing



our successful partnerships, and references who can speak to our capabilities and dedication.

Should you have any questions or require additional information, please do not hesitate to reach out to the dedicated point of contact-

Name: Anthony Merulla, VP of Sales & Marketing

Contact Details: (484) 321-8314 | **Email:** rfp@softsages.com

Sincerely,

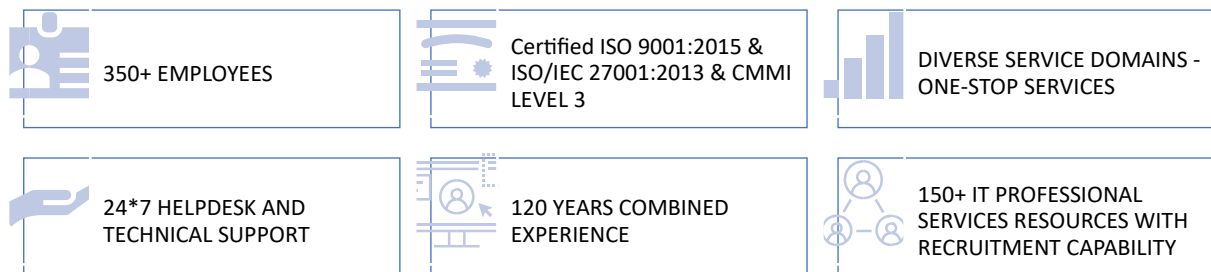
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Jiraj Ruparelia, Vice President | **SoftSages Technology**

EXPERIENCE & QUALIFICATIONS

SoftSages Technology is a certified Minority Women Business Enterprise (MWBE) IT company. Founded in 2005 and headquartered in Chester County, Pennsylvania. We have a distinguished 18+ years of history in IT Services for various government and commercial clients. SoftSages Technology provides Cybersecurity, Information Security, Professional Services, IT Support, Staff Augmentation, IT/Management Consulting, Web Development, Mobile Application Development, and Software Development Services to public and private enterprises in many different industries. SoftSages Technology has an office at various other locations in Texas, Illinois, Ohio, Virginia, Florida, Missouri, Washington, Chicago, North Dakota, and New York.



Our experience with private and public organizations in automating and integrating mission-critical areas of our businesses will help us to provide highly effective Information Technology Services to the City.

SoftSages Technology History:

- With over 10+ years of experience in IT services, SoftSages Technology embarked on an autoregressive journey in 2005, establishing itself as a prominent player in staffing, software development, cybersecurity, and website development.
- In 2008, SoftSages set a phenomenal benchmark in staffing, earning recognition from prestigious clients, including Metropolitan Washington airport authorities, the City of Philadelphia, MHEC, and the City of Garland, Texas. The success list continued to grow with 10+ successful staffing projects.
- By 2011, SoftSages achieved a significant milestone in software development, offering supply chain management services, open-source ERP services, Applicant Tracking Services software, database management services, and exceptional customer services to satisfied clients.
- In 2014, SoftSages welcomed its 100th employee, experiencing exponential growth in potential cybersecurity contracts, with a remarkable 95% growth rate from previous records.

- In 2017, further progress was made in Website and IoT Development business, reaching critical milestones in case management, account management, and content management through solid partnerships with leading companies.
- By 2020, the SoftSages family expanded to 150+ employees worldwide, delivering exceptional results with 55+ live staffing projects for private and federal agencies, 40+ cybersecurity projects, 45+ live software development projects, and 20+ live website and IoT development projects during its short journey of 15+ years.
- As of 2023, with over 300+ employees, SoftSages continues its impressive growth, now boasting over 10+ years of experience in IT services. During this time, SoftSages accomplished over 70+ staffing projects for private and federal agencies, 55+ cybersecurity projects, and 30+ live websites, solidifying its position as a trusted industry leader.

History of Experience:

SoftSages Technology has a remarkable track record of over 10+ years of experience, with more than 200+ active contracts across both public and private sectors. Our diverse clientele includes esteemed organizations such as the City of Philadelphia, the State of Pennsylvania, the State of New Jersey, the Insurance Commission of the State of Delaware, the State of North Dakota, Franklin County, Ohio, Community Transit, TX, State of Ohio, State of Idaho, State of Alabama, and Fortune 500 companies like Comcast, IBM, Wells Fargo, and Verizon.

We pride ourselves on understanding the unique culture, processes, and demands of our clients, ensuring that SoftSages Technology provides the best quality of services at the most competitive prices. Our rapid expansion indicates our ability to consistently win additional contracts for local, state, and federal agencies.

SoftSages Technology offers a comprehensive range of IT services to public and private enterprises in diverse industries. Our services include IT Support, Desktop Support, Network Administration, Security, Data Backups, Web Development, Email Management, Computer Management, Warranty Management, Phone System Support, Mobile Application Development, Software Development, Cybersecurity, Information Security, Professional Services, Staff Augmentation, Managed Support Services, and IT Management Consulting Services.

With a proven history of excellence and a commitment to delivering top-notch solutions, SoftSages Technology continues to thrive as a reliable and trusted IT service provider in the market.

Our Similar Projects

Case Study 1

Organization Name	Metropolitan Washington Airport Authority (MWAA) Washington Dulles International Airport 45025 Aviation Drive, Suite 240, Dulles, VA 20166
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Background:

The Office of Technology is responsible for delivering Information Technology (IT), Telecommunications, and Radio technology services and solutions across all business units of the Airports Authority and the sustainment of solutions commercialized through MWAA Labs. The Airports Authority is committed to maintaining a high level of consistent, quality service in public safety, information technology, and telecommunications for airport tenants (telecommunications only) and Airports Authority Employees. In addition, the Airports Authority strives for customer service excellence to meet internal and external customer needs.

Scope of Work

Contract 1: Technology Support Services

SoftSages technology won two contracts with MWAA in 2020. We provide support services for its various products, solutions, and client-focused applications. We provide technical support services onsite at airports and Airports Authority locations to support multiple ongoing projects.

- ✓ Provide Tier 1, Tier 2, and Tier 3 technical support
- ✓ Support Airports Authority's core applications (fixes, upgrades, user guides) and problem resolution for clients, including coordinating third-party involvement (airport tenants, third-party network providers, etc.).
- ✓ Support via phone, email and ServiceNow lets users log and track an incident.
- ✓ Scale support within 30 days to meet the needs of the Airports Authority and handle any increase in workload.
- ✓ Technical Support
- ✓ P.C. Refresh
- ✓ Deployment support
- ✓ O.S. troubleshooting
- ✓ Assist with similar IT-related tasks as required
- ✓ Complete complex troubleshooting
- ✓ Coordinate with third-party components (AWS, GCP, CBP,
- ✓ Airlines DCS support, Airport IT Help desk)
- ✓ Assist with P.C. Refresh activities
- ✓ Track and analyze logs
- ✓ Run training and product demonstrations

- ✓ Provide Support on Node.js, Angular, application security framework, Ionic, JavaScript Object Notation [JSON], real-time databases, Hypertext Markup Language [HTML5], CSS3, GIT, Web Application Program Interfacing [API], Chrome O.S., Drupal, Workday, Salesforce, Locus Labs, AWS, Swift, Azure, Google Cloud, SharePoint, O365, GIS, EAM/CMMS, CLMS, PLC, and BAS, MUFIDS, CUPPS, IoT, airports systems, SAML2.0, OAuth 2.0, and other Web Authentication and Authorization Techniques.

Contract 2: Network Engineer and System Engineers Support

SoftSages Technology provides Network and System Engineers as required per Task Order and provides personnel with company vehicles to support Airports Authority's Network and Datacenter Operations. Personnel shall be available to work occasional overtime, including federal holidays and weekends, to support after-hours and weekend systems maintenance activities.

The Period of Performance shall be one (1) year from the effective date of the contract with two (2) one-year option periods to be executed at the discretion of the Airports Authority.

- ✓ Network Operations Manager plans, designs, develops, configures, analyzes, implements, installs, and integrates networked systems to transmit data, voice, and video, emphasizing data and switching networks. Tests maintain operational integrity, perform quality assurance, and manage networked systems.
Manages assigned networked systems, including the network systems planning, analysis, design, development, modification, configuration, installation, integration, maintenance testing, operational integrity assessment, and backup.
- ✓ Installs, configures, and troubleshoots network equipment, such as routers, switches, firewalls, load balancers, cabling systems, modems, multiplexers, and concentrators.
- ✓ Develop and implement configuration management plans.
- ✓ Prepares recommendations, justifications, and specifications for Local Area, Wide Area, and Wireless Local Area Networks (LANs, WANs, and WLANs); Virtual Private Networks (VPNs) and Virtual Machines (V.M.s) or Networks; and associated Voice over Internet Protocol (VoIP) equipment.
- ✓ Creates and maintains network configuration, mapping, processes, and service record documentation.
- ✓ Conducts system administration
- ✓ Implements and integrates new products and solutions

Status reporting / Progress meetings

SoftSages provides weekly status reports on their work shift activities (report format to be supplied by Airports Authority); and participates in status meetings, either telephonically or in person.

Outcomes	We support MWAA on two contracts, Technology Support, and Network Management Support.
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Case Study 2

Organization Name	Tennessee Education Lottery Corporation
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Scope of Work
 The Tennessee Education Lottery Corporation requires a firm specializing in information technology and security to assess the safety of its network and information technology systems. To meet this need, the Tennessee Education Lottery requests an assessment of its network and information technology infrastructure to validate its current security posture and identify risks and vulnerabilities, if any, that pose internal and external threats. The objective is to assess the security of the breadth of the Tennessee Education Lottery's network and information systems and policies/and to provide assessments and recommendations to enhance the Tennessee Education Lottery's information systems security program and subsequent security activities.

Outcomes	This is a multi-year contract; the first technology assessment and IT Services are being performed. Next is due upon scheduled request from the client.
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Case Study 3

Organization Name	State of Minnesota
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Scope of Work
 Simple IT all devices standard 24/7 IT – monitoring and preventative maintenance Managed license -free anti-virus service Managed patch and upgrade service (server and PCs) Monthly onsite serve preventative maintenance Unlimited on-site service for PC/server downtime (8 am-5 pm) Unlimited help desk support (8 am-5 pm) Installation labor for PCs and servers included 3rd party software upgrade and maintenance assistance. Back-up service off-site Fully automated data backup Fully encrypted and redundant technology Service monitoring and management

Outcomes: Ongoing

Case Study 4

Organization Name	Rhode Island Airport Corporation
-------------------	----------------------------------

Scope of Work
 RIAC is seeking proposals from qualified firms that have demonstrated experience in providing the highest quality on-call information technology (IT) consulting services to supplement and augment RIAC's IT department. RIAC

will review submitted proposals and determine those best suited to meet its needs. Firm(s) will proceed with work under the attached Professional Services Agreement (PSA) contract only after being issued an executed Task Order.

The on-call information technology (IT) consultant will provide ongoing support and coordination with RIAC staff to ensure proper implementation of new technology, general management and operation, maintenance and/or troubleshooting of existing systems, and any other IT related matters as they arise, on an as-needed basis. The chosen firm(s) will need to work closely with a variety of departments within the organization, and the airport/airline community, providing support as needed or instructed on the following services, including (but not limited to):

- ✓ Data Center Management
- ✓ Network Upgrade and Expansion
- ✓ Transition RIAC IT to a Software as a Service (SaaS) based Model.
- ✓ Cloud Migration
- ✓ Digital Document Workflow Management
- ✓ Digitization of Business Workflows
- ✓ Cybersecurity Strategies and Tactics
- ✓ IT Procurement Support
- ✓ On Call Chief Information Officer (CIO) Support Services
- ✓ Miscellaneous Information Technology matters

Outcomes: Ongoing.

Case Study 5

Organization Name	IT Department North Dakota
-------------------	----------------------------

SoftSages Technology has performed the below list of items
 Network & Server Management Services

- ✓ Configuration and management of Routers and Switches
- ✓ Wireless Network Devices Configuration and Support
- ✓ VoIP phone support
- ✓ Windows Server Support
- ✓ VMware Implementation and Support
- ✓ Active Directory Support
- ✓ Helpdesk support and services (Level 1/2/3)

Network Security Services

- ✓ Firewall Management & Configuration
- ✓ Limitations and Control of Network Ports, Protocols, and Services

Outcomes: This is a multi-year contract and is ongoing.

Case Study 6

Organization Name	Travel Alberta, Canada
-------------------	------------------------

Scope of Work

IT Support:

- ✓ IT Operations Management
- ✓ IT Managed Services
- ✓ IT End User Support/Deskside Support
- ✓ IT Help Desk/Service Desk
- ✓ IT Business Relationship Management
- ✓ IT Process & Procedures Services
- ✓ IT Project Management
- ✓ IT Training Service

Infrastructure Management:

- ✓ Data Center Operations
- ✓ Networks Operations
- ✓ Server Administration
- ✓ IT Asset Management
- ✓ IT Storage and Backup
- ✓ IT Infrastructure Analysis

Outcomes: Ongoing.

Case Study 7

Organization Name	Anvik Technologies Inc.
-------------------	-------------------------

Scope of Work

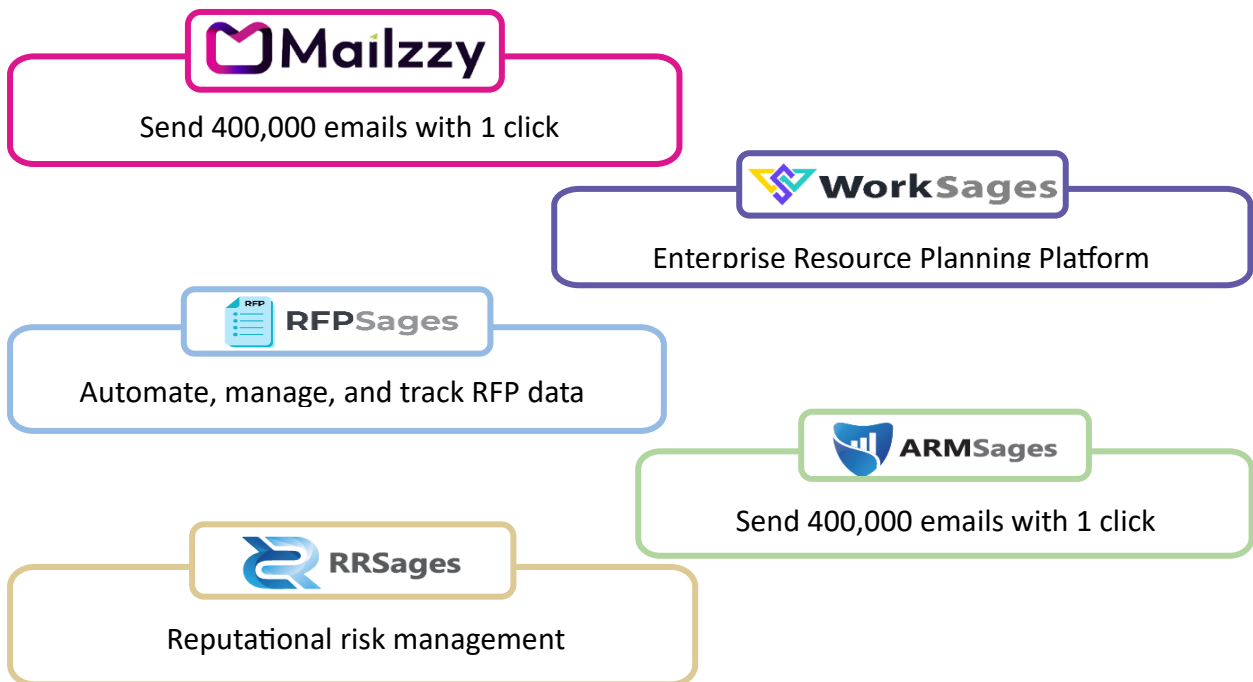
The successful firm will be required to work closely with Inc. staff on the coordination of services. It is expected that the successful firm will meet a minimum of quarterly with Anvik management but as frequently as needed to address emerging issues. The desktop support activity will perform duties such as those outlined below, as needed:

1. IT Management Services
2. Desktop support
 - ✓ Troubleshoot, set up, upgrade, and repair laptops, tablets, and cell phones (as applicable)
 - b. Determine required hardware specifications and order hardware and software
 - ✓ Set up of new computers, servers, network equipment, monitors, peripherals
 - ✓ Handle intrusions (viruses, spam, malware)
 - e. Printer Setups (1 Local User Printer), maintaining the Print Server
3. Infrastructure upkeep/upgrade
4. Manage disaster recovery and data retention

Featured Clients



Our Products



Resources Qualification: Each resource has over five years of experience in Networking, Project Management, Business Analysis, Cots, Product Implementation & Support, Application Development & Support, Database Administration, Cloud Implementation & Support (IaaS, PaaS, SaaS), Virtualization, Storage, Desktop Support, Security and Backups, And Others. Our consultant maintains prestigious professional certifications and licenses such as:

- ✦ Project Management Professional (PMP)
- ✦ SCRUM Master
- ✦ CompTIA
- ✦ Microsoft Certified Solutions Developer (MCSD)
- ✦ Certified Information Systems Security Professional (CISSP)
- ✦ Certified Information System Auditor (CISA)
- ✦ Certified Ethical Hacker (CEH)
- ✦ Certified Information Security Manager (CISM)
- ✦ SANS Mobile Device Security Analyst (GMOB)
- ✦ SANS Wireless Ethical Hacking
- ✦ Penetration Testing and Defenses (GAWN)
- ✦ SANS Penetration Testing and Ethical Hacking (GPEN)
- ✦ A+ Helpdesk

Exquisite Customer Services: We provide flexible service. Our exceptionally qualified teams are handpicked for each project. We work as intelligently and efficiently as possible to save our clients time and money.

Our Value Proposition

- Highly certified experts in advanced technology solutions, including Cloud.
- Deep levels of partnership with the premier IT manufacturers in the world
- Services and solutions models rooted in ITIL and Six Sigma foundations for best practices and continuous process improvement.
- \$30 M revenue, profitable, financially strong.

Government Contracts

- ✪ Metropolitan Washington Airport Authority (MWAA)
- ✪ The School District of Greenville County, SC
- ✪ City of Philadelphia, PA
- ✪ Community Transit, WA
- ✪ Washington State Department of Enterprise Services
- ✪ Oklahoma State University (OSU-Tulsa & OSU Center for Health Sciences)
- ✪ Airport Authority of Washington DC
- ✪ Massachusetts Higher Education Consortium (MHEC)
- ✪ City of Garland TX
- ✪ State of North Dakota
- ✪ State of Mississippi
- ✪ Franklin County Board of Commissioners, Ohio
- ✪ State of New York
- ✪ State of Ohio
- ✪ State of Texas
- ✪ State of Virginia
- ✪ The state of P.A.
- ✪ State of New Jersey
- ✪ Insurance Commission of the State of Delaware
- ✪ State of Alabama

Meet Our Team

SURYAKANT GARUD, PROJECT MANAGER

LOCATION: Malvern, PA

OBJECTIVE: To obtain a high level of excellence in a growth-oriented organization and utilize me as a resource for all challenging jobs by upgrading my knowledge.

KEY SKILLS:

Azure Cloud Native Security, Network Administration, Routing & Switching, Installation & Configuration of Network & Security devices (i.e., Checkpoint, Cisco, PA, etc.), Securing devices, and providing Technical Support.

TECHNICAL EXPOSURE:

- Network, VoIP & Security operations, Cloud native security.
- Implementation of Cisco routers, Switches, and firewalls.
- Cisco and Allworx VoIP solution implementation and operations
- Enterprise and Cloud native compliance monitoring solutions.
- Worked on various threat protection solutions and their monitoring and reporting.
- Handling daily network connectivity and security issues, working with the Network operation team.
- Implement APs, UTM, IP Phone Servers, and other network devices.

EXPERIENCE

SoftSages Technology

Dec 2018 to date

Job Responsibilities

- Maintained documents of work performed during the day.
- Responsible for designing, Implementing, and troubleshooting temporary infrastructure for life
- Web Casting Events.
- Responsible for Designing, Implementing, and monitoring customer Co-Location environment
- Daily health and compliance checks of systems and network health & security by using available log information.
- Configuring and, managing, implementing the SSL VPN and remote access VPN on the checkpoint gateway.
- Configuring and managing smart view monitor, Smart view tracer, Smart update, Smart log, innovative event, and the intelligent reporter.
- Troubleshooting the site-to-site VPN, SSL VPN, remote access VPN, etc.

- Multi-vendor security product knowledge; Cisco (ASA, Next generation firewall), Checkpoint Firewall, etc.
- Experience with incident response, case handling, and mitigation planning.
- Ability to analyze, design, and collaborate multiple layer protection architectures.

Rajnap Technosoft Pvt. Ltd.**Mar 2016 to Dec 2018**

Job Responsibilities

- Implementing, administering, and supporting Internet security solutions using firewalls (Cisco ASA, Checkpoint), IPsec VPN, and SSL VPNs.
- Maximizing network performance by monitoring performance, troubleshooting network problems and
- Responsible for owning and overseeing the resolution of all outstanding Escalated Incidents.
- Liaise with vendors and other IT personnel for problem resolution.
- Providing technical support to Global clients through remote support.
- Work within established configuration and change management policies to ensure awareness,
- Approval and success of changes made to the network infrastructure.
- Responsible for the first-level review of changes that required security approvals.
- Consult with and provide direction to Project and delivery managers to bring into service security solutions. Ensuring they meet the criteria for ongoing support by Cyber Security.
- Preparation of Monthly Analysis Report for the owned list of clients.
- Build and maintain a database of capacity management and inventory of devices.
- Periodic redundancy test to make sure of 100 % availability of redundant infra.

NetMentor Inc.**Mar 2015 to Mar 2016**

Job Responsibilities

- Network Specialist
- Training of CCNA and CCNP
- Firewall Technology Expert
- VoIP training

Cube Software Pvt. Ltd.**Aug 2014 to Feb 2015**

Job Responsibilities

- Implementation of VoIP and security
- Provide Level-2/3 support and troubleshooting to resolve issues.

- Administration of firewall and wireless Network.
- Cisco Routers & Switch Configuration.
- Designing and planning New Network & Up gradation plan.
- Server Installation and management.
- System Security, Updating Software, Application, and Patch Management.
- Vulnerability assessment and penetration testing
- Hardening of server and network devices
- Configuring tool for Monitoring of IT infrastructure
- Liaise with vendors and other IT personnel for problem resolution.
- Providing technical support to Global clients through remote support.
- Work within established configuration and change management policies to ensure awareness,
- Approval and success of changes made to the network infrastructure.

Nethub**Jan 2011 to July 2014**

Job Responsibilities

- Training of CCNA and CCNP
- Network Engineer
- Network, VoIP, Security Operations

ACADEMIC QUALIFICATION:

- B.Sc.-IT (Hons.) From Kurukshetra University in 2008
- MBA (Marketing & IB) From Amity University in 2010

CERTIFICATION:

- Microsoft Certified Azure security engineer- Associate
- Google Certified - Professional Cloud Architect

ANTHONY MERULLA, ACCOUNT MANAGER**LOCATION:** Malvern, PA**ACADEMIC QUALIFICATIONS**

- Bachelor's degree in Economics
- Advanced studies in Leadership training

RELEVANT EXPERIENCE

30 years of senior-level international business experience in sales, marketing, and projects development

ROLES AND RESPONSIBILITIES

- They were communicating with clients to understand their needs and explain product value.
- Building relationships with clients based on trust and respect
- Collaborating with internal departments to facilitate client need fulfillment
- Collecting and analyzing data to learn more about consumer behavior
- Keeping accurate records about inventory and account notes
- Maintaining updated knowledge of company products and services

HARISH BANDARU, SYSTEM ENGINEER

LOCATION: Malvern, PA

OBJECTIVE: To work with your prestigious organization as a LAN WAN Engineer and help achieve organizational goals owing to my skills in TCP/ IP, ASA Firewalls, MPLS, IPsec VPN, BGP, and Metro Ethernet.

KEY SKILLS:

- Good written communication skills - Excellent documentation & procedure writing skill
- Strong analytical capabilities and excellent problem-solving skills
- Strong Office suite skills – Word/Excel – required
- Self-Initiative and analytical / problem-solving skills
- Experience with networking and infrastructure/troubleshooting
- Experience working with enterprise customers delivering infrastructure projects/operations support
- Knowledge of and experience using Cisco Identity Services Engine (ISE) Forescout or other NAC products, Cisco ASA, and other network security infrastructure

EXPERIENCE

SYSTEM ENGINEER

08/2020 - PRESENT

SoftSages Technology

- Supports engineering efforts that provide engineering, technical, and managerial direction for problem definition, analysis, requirement development, and implementation for complex systems in the engineering discipline required to meet technical requirements
- Participates in efforts that develop recommendations and advice on system development, improvements, optimization, or support efforts
- Perform as a senior technical participant with knowledge and experience in local and wide area networking, communications, and

related software/hardware within a multi-platform operating environment

- Provide second-line phone/email/fax consultation to debug complex network problems independently
- Acts as a focal point for large account network problem resolution
- Provides support on a worldwide basis to all HTTS customers
- Provide systems/product training to peers within the HTTS team
- Acts as a technical expert and is a go-to resource for the team. -- Works independently, receiving minimal supervision, with no instruction on routine work and general instruction on new assignments

WAN / LAN NETWORK ENGINEER

03/2017 - 06/2020

Dallas, TX

- Take part in Requirements definition approval and sign-off
- Lead/Support Technical Project Design Creation
- Lead/Support Technical Project Implementation Plan Creation
- Support Overall Technical Delivery for the client
- Interacts with project managers and the client to understand the network requirements
- Extract Key elements from high-level solution documents to create a detailed design
- Manage Cisco-based LAN environments

ACADEMIC QUALIFICATION:

UNIVERSITY OF MOUNT UNION

2011 - 2016

Engineer's Degree in Computer Engineering

LUTHER, DESKTOP COMPUTER TECHNICIAN

LOCATION: Malvern, PA

OBJECTIVE: Enthusiastic IT Professional seeking to benefit an IT Department with advanced and up-to-date techniques in an energetic, fast-growing, and demanding environment. Exposed to diverse business environments ranging from small and medium enterprises to large organizations.

KEY SKILLS:

- Excellent interpersonal skills and the ability to work in a multicultural environment with users at all skill levels
- Demonstrate skill in organizing, managing time, setting priorities, and meeting deadlines for multiple tasks

- Very strong PC troubleshooting and debug skills (BSOD, HW, software, BIOS, Network issues)
- Strong oral/written communication and customer interface skills
- Excellent verbal and written communication skills and ability to express complex technical concepts in terms that the business unit can understand
- Powerful Macintosh OS troubleshooting and problem-resolution skills

EXPERIENCE

DESKTOP COMPUTER TECHNICIAN

10/2021 - PRESENT

SoftSages Technology

- Reviewing systems tickets daily and reprioritizing the ticket resolution to ensure compliance with service level agreements.
- Evaluating and prioritizing incoming telephone, voice mail, e-mail, and in-person requests for assistance from users experiencing problems.
- Collecting information about incidents and problems to evaluate root causes.
- Reports information and makes recommendations to the service desk director, PMs, and customers.
- Answering, evaluating, and prioritizing incoming telephone, voice mail, e-mail, and in-person requests for assistance from users experiencing problems with hardware, software, networking, and other computer-related technologies.
- Interviewing users to collect information about the problem and lead the user through diagnostic procedures to determine the source of error.
- Troubleshooting to determine problems with operating systems, applications, remote access, email, telephone, and wireless issues.
- Responsible for network and email account provisioning and management and wireless mobility problems, issues, or requests.
- Customer support and configuration management - plans and oversees hardware and software installations on customer workstations.
- Resolving problems, such as defective hardware components or corrupted software.

HARDWARE TECHNICIAN

03/2020 - 09/2021

TROY, MI

- Provides end-user IT service delivery support including, but not limited to, technology deployment, hardware and software troubleshooting, and root cause analysis.
- Provide account management with active directory and Microsoft Exchange and assist and educate end-users on proper techniques for system operation.

- Executes IT service desk functions to include end-user guidance and recommendations, activation, account modifications, configuration, testing, problem identification, and resolution.
- Monitors network functionality, operations, and security on a day-to-day basis.
- Manage active directory on three classified networks NIPR/SIPR/JWICS, follow established processes and procedures while continually making suggestions to improve efficiency and effectiveness.
- Administers and maintains access databases and other specialized systems and networks; provides systems life-cycle management.
- Proficient with mobile devices such as i-pads, laptops, blackberries, and other mobile devices.
- Ability to interface and communicate information with commercial and government contractors and personnel to maintain good working relationships.

ACADEMIC QUALIFICATION:

UNIVERSITY OF KANSAS - EDWARDS CAMPUS

2015 - 2020

School's Degree in Computer Science

SUDEEP PATEL, SECURITY ARCHITECT

LOCATION: Malvern, PA

QUALIFICATIONS

- National Institute of Electronics and Information Technology, India (DOEACC 'A' Level equivalent of B.S)
- Diploma in Electronics and Communication Engineering
- Advanced Diploma in Computer Applications
- Certified Information Systems & Security Professional (CISSP®)
- Microsoft Certified Solution Developer
- Sitecore 6.2 Certified Developer

RELEVANT EXPERIENCE

IT Leader with over 16 years of experience in planning, monitoring, and driving on time and in Security Architecture, Penetration Testing, Vulnerability and Risk Assessment, IT Auditing

ROLES & RESPONSIBILITIES

- Defined technical security controls (AWS Security groups, IAM roles, and API-specific security controls) and non-technical controls for AWS.

- Define cloud network architecture using Azure virtual networks, VPN, and express route to establish connectivity between on-premise and cloud
- Azure AD integration, Azure security, and governance
- Build end-to-end Integration Solutions utilizing Logic Apps, Functions and APIM
- Created Azure Active Directory and used this directory to authenticate the users, so integrated this Azure AD with APIM instance.

BIMAL, SOLUTIONS ARCHITECT

LOCATION: Malvern, PA

QUALIFICATIONS

- B.E.(Electrical)- M.S. University of Baroda, Vadodara, India
- M.B.A.(Finance)- Bhavnagar University, Bhavnagar, India
- M.S. (Computer Science)- New Jersey Institute of Technology, NJ, USA

RELEVANT EXPERIENCE

Eighteen years of experience in Software Application Design and Development with a passion for solving Business Problems through Innovative Technology solutions

ROLES & RESPONSIBILITIES

- Analyze current technologies used within the company and determine ways to improve
- Document and monitor requirements needed to institute proposed updates
- Work closely with Information Technology professionals within the company to ensure the hardware is available for projects and working properly
- Propose and establish the framework for necessary contributions from various departments
- Account for possible project challenges on constraints, including risks, time, resources, and scope
- Work closely with project management teams to successfully monitor the progress of initiatives.

AZHAR MAHMOOD, WINDOWS ADMINISTRATION

LOCATION: Malvern, PA

QUALIFICATIONS

- VMware Certified.
- Windows Certified.
- Bachelor in computer science, JNTU, India 2009

RELEVANT EXPERIENCE

An IT Professional with 11+ years of experience building and implementing new systems and overseeing systems migrations/upgrades with extensive VMware, Windows Engineering, and Administration experience.

ROLES & RESPONSIBILITIES

- Provided day-to-day administration/support of a Windows 2008 R2 “clustered” environment, including Active Directory administration, Exchange administration, VMWare Virtual Center, P2V2P Server Farm (DELL/HP/Cisco UCS Hosts with Windows 2008 Guest OS)
- Assessment Design and Planning for Implementation of vSphere Environment
- Worked on vSphere Upgrade projects to ESXi 5.5
- Installed, configured, and implemented policies for Enterprise Exchange 2008 Server
- Installed, configured, and implemented SQL 2005

TUSHTI RASTOGI, NETWORK ADMINISTRATION

LOCATION: Malvern, PA

QUALIFICATIONS

- Bachelor of Technology in Electronics and Communication Engineering
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional (CCNP)

RELEVANT EXPERIENCE

Cisco Certified Network Engineer with 12 years of professional experience in Network Engineering, performing network analysis, design implementation, and providing medium to large Networks.

ROLES & RESPONSIBILITIES

- Assist in network design and implementation.

- Provide network support with a variety of operating systems.
- Install and configure computer network equipment.
- Maintain network connectivity of all computer workstations.
- Provide network support to users.
- Maintain servers and associated hardware, applications, services, and settings.
- Develop and monitor policies for the use of network resources.

BIDHAR GHIMIRE, NETWORK OPERATION CENTER

LOCATION: Malvern, PA

QUALIFICATIONS

- B.SC Computer Networking & IT Security, London Metropolitan University
- Cisco Certified Entry Networking Technician (CCENT)
- Cisco Certified Network Associate- Routing & Switching (CCNA)
- CCNP – In-progress

RELEVANT EXPERIENCE

A comprehensive and committed Certified Network Engineer with around eight years of professional experience in Network Engineering, performing Network analysis, design, and Implementing capacity planning with a focus on performance tuning and support of large Networks.

ROLES & RESPONSIBILITIES

- Perform regular network assessments to avoid interruption in workflow
- Utilize various channels of communication to provide technical support to clients
- Ensure that security software is installed correctly on employees' computers and partner with the IT team to achieve this
- Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
- Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network.

VALAY J OZA, FIREWALL ENGINEER

LOCATION: Malvern, PA

QUALIFICATIONS

Bachelors in Technology – Electronics, and Communication. Gujarat Technological University, Gujarat, India

RELEVANT EXPERIENCE

Seven years of experience designing, planning, upgrading/maintenance & implementing firewalls like Palo Alto, Junos, and Rukus to understand application-level security.

ROLES & RESPONSIBILITIES

- Perform regular security assessments to avoid interruption in workflow
- Utilize various channels of communication to provide technical support to clients
- Ensure that security software is installed correctly on employees' computers and partner with the IT team to achieve this
- Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
- Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network.

DIVYANSH SINGH, HELPDESK SUPPORT – LEVEL 3

LOCATION: Malvern, PA

QUALIFICATIONS

- B.Sc.-IT (Hons.) From Kurukshetra University in 2008
- MBA (Marketing & IB) From Amity University in 2010
- Microsoft Certified Azure security engineer- Associate
- Google Certified - Professional Cloud Architect

RELEVANT EXPERIENCE

- Network, VoIP & Security operations, Cloud-native security
- Implementation of Cisco routers, Switches, and firewalls
- Cisco and All Worx VoIP solution implementation and operations
- Enterprise and Cloud-native compliance monitoring solutions
- Worked on various threat protection solutions and their monitoring and reporting
- Handling day-to-day network connectivity and security issues, working with the Network operation team

ROLES & RESPONSIBILITIES

- Assist in network design and implementation.

- Provide network support with a variety of operating systems.
- Install and configure computer network equipment.
- Maintain network connectivity of all computer workstations.
- Provide network support to users.
- Maintain servers and associated hardware, applications, services, and settings.

MANISH DUBEY, HELPDESK LEVEL 2

LOCATION: Malvern, PA

QUALIFICATIONS

- Diploma in Hardware Networking at IACM Smart Learning Salutation
- B.A. from D.D.U Gorakhpur University Passed by 2013
- Cisco CCNA Certified: CSC013714880

RELEVANT EXPERIENCE

6 years of relevant experience as a Helpdesk and Desktop Support Engineer

ROLES & RESPONSIBILITIES

- Perform regular network assessments to avoid interruption in workflow
- Utilize various channels of communication to provide technical support to clients
- Ensure that security software is correctly installed on employees' computers and partner with the IT team to achieve this
- Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
- Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network.

MOHAMMAD IRFAN, HELPDESK LEVEL 1

LOCATION: Malvern, PA

QUALIFICATIONS

- Graduation (B.A.) Jaunpur University 2015
- JCHNE+ Jetking Ahmedabad 2017
- AWS / RedHat Prakshal IT Academy 2018
- Red Hat Certified System Administrator (RHCSA)
- Certified Fortinet Network Security Expert (NSE1)

RELEVANT EXPERIENCE

Having 4 Years of experience as a Helpdesk support engineer

ROLES & RESPONSIBILITIES

- Response rate is the critical and primary responsibility of a Desktop Support Specialist; issues must be attended to in a reasonable manner
- Analyze and make a proper decision and implementation on what type of software and hardware configurations are required for the organization
- Monitor and work on maintaining the LAN or WAN infrastructure in the office
- Monitor and work on strengthening the LAN or WAN infrastructure in the office
- Ability to troubleshoot TCP / IP networking issues.
- Make sure the PC/Laptop functions correctly, take measures to avoid downtime, and monitor to keep things smoothly

COST PROPOSAL

Information Technology Services	Cost
<ul style="list-style-type: none">• Network and Cyber Security• Network Management• Technical Assistance• Software Management	Monthly Cost - \$4200 Onboarding Cost - \$2500 (One Time) Onsite Support - \$65/HR

REFERENCES

Name	Metropolitan Washington Airport
Project Name	Contract 1: Technology Support Services Contract 2: Network Engineer and System Engineer Support
Address	Virginia
Contact Person	Kalpesh Kumar Patel
Email	Kalpeshkumar.patel@MWAA.com
Telephone	703-417-0812
Description of Project	<p>Contract 1: SoftSages Technology won two contracts with MWAA in 2020; we provided Tier 1, Tier 2, and Tier 3 technical support services for its various products, solutions, and client-focused applications. We provide technical support services onsite at airports and Airports Authority locations to support multiple ongoing projects.</p> <p>Contract 2: SoftSages Technology provides Network and System Engineers as required per Task Order and provides personnel with company vehicles to support the Airports Authority's Network and center operations. Personnel shall be available to work occasional overtime, including federal holidays and weekends, to support after-hours and weekend systems maintenance activities.</p>
Start and Finish of Project	2020 - 2023

Name	DeepSleep Test
Project Name	IT Managed Services
Address	Pennsylvania
Contact Person	Dr. Gaurav Patel
Email	Gaurav.patel@deepsleeptest.com
Description of Project	<p>Scope Of Work</p> <p>SoftSages provides services on:</p> <ul style="list-style-type: none"> ➤ COTS Applications development and Support (HTML5, CSS, Less), Advance JavaScript (JavaScript ECMAScript6, Frameworks - JQuery, React, AngularJS, Eclipse (Eclipse or IntelliJ IDEA IDE) ➤ Network Security Support and Firewall implementation/support ➤ Server Remediation Support ➤ Helpdesk Level 1 & 2 Support

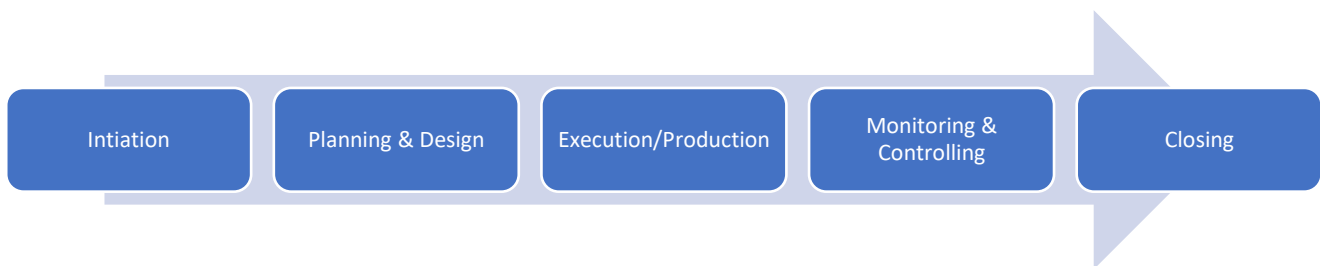
	<ul style="list-style-type: none"> ➤ 24/7 Phone Support ➤ Cloud Hosting L1 Support for their products ➤ Microsoft Office 365 integration support with their COTS Applications ➤ Windows/Linus support for their organization systems
Start and Finish of Project	2021-ongoing

Name	BC Hydro Canada
Project Name	IT Managed and Support Services
Address	British Columbia
Contact Person	Mahendra Jesrani
Email	Mahendra.jesrani@bchydro.com
Phone	438-921-0051
Description of Project	<p>Scope Of Work SoftSages provides services on:</p> <p>Complete IT Managed Services for Network Infrastructure and Support Services, both during and after office hours.</p>
Start and Finish of Project	2023-ongoing

APPROACH TO SCOPE OF WORK REQUIREMENT

After going through the RFP document SoftSages understands that the City of Delta is currently seeking proposals for Information Technology Services that includes but is not limited to-

- Network Security
- Cyber Security
- Network Management
- Technical Assistance
- Software Management



Initiation

SoftSages decides the nature and scope of the project during the Initiation phase. It is doubtful that the project will satisfy the client's needs if this stage is not carried out successfully. We undertake needs analyses to evaluate the business environment to ensure the project has the necessary controls. SoftSages assesses the current operations, examines the business needs/requirements in quantifiable targets, and analyses the costs and benefits, which includes developing a thorough project budget. We use web-based training and meeting technologies to reduce travel and meeting costs when suitable.

Planning & Design

After Initiation, we plan the project to an appropriate level of detail. The primary purpose is adequately to plan time, cost, and resources to estimate the work needed to manage risk during the project execution. As with the Initiation process, a failure to adequately prepare extensively reduces SoftSages' ability to plan and accomplish our goals. As we plan any project, we maintain our commitment to quality and develop an approach based on current industry standards. Our planning consists of the following steps:

- Determining how to plan (e.g., by the level of detail or rolling wave);
- Developing the scope statement;
- Selecting the planning team;
- Identifying deliverables and creating the work breakdown structure
- Identifying the activities needed to complete those deliverables and networking the activities in their logical sequence;

- Estimating the resource requirements for the activities;
- Estimating time and cost for activities;
- Developing the schedule;
- Developing the budget;
- Risk planning;
- Gaining formal approval to begin work.

Execution/Production

The Execution/Production stage of a SoftSages project is where we implement our plan to complete the project's needs. The project's activities are integrated and carried out in line with the project management strategy, which requires coordinating people and resources. Throughout the execution phase, we continuously assess our plan and make modifications to achieve the most successful outcome. Our tried-and-true process enables us to have the capacity to maintain cost-effective service delivery, allowing us to multitask and manage many agreements.

Monitoring & Controlling

SoftSages supervises and monitors every step of the project execution process to ensure that any possible issues are discovered quickly and that corrective action is taken to manage the project's progress when needed. Our standard components:

- Measuring the ongoing project activities (where we are);
- Monitoring the project variables (cost, effort, scope, etc.) against the project management plan and the project performance baseline (where we should be);
- Identifying corrective actions to address issues and risks adequately (How can we get on track again);
- Influencing the factors that could circumvent integrated change control so only approved changes are implemented;
- Project Maintenance is an ongoing process, and it includes: Continuing support of end-users; Correction of errors; Updates of the software over time;

To execute corrective or preventive measures and bring a multi-phase project into compliance with the project management plan, the monitoring and controlling process also provides feedback between project stages in multi-phase projects.

Closing Process

SoftSages' closing process includes formally accepting the project and the ending thereof. We archive all activities and document lessons learned. This phase consists of the following:

- **Project close:** Finalize all activities across all process groups to formally close the project or a project phase.

- **Contract closure:** Complete and settle each contract (including the resolution of any open items) and close each agreement applicable to the project or project phase

Data to Support Scope of Work Requirements Listed

Network And Cyber Security

SoftSages' approach to network and cybersecurity involves a comprehensive strategy aimed at safeguarding clients' digital assets, data, and infrastructure from potential threats and vulnerabilities. Our approach encompasses the following key components:

Risk Assessment and Analysis: We begin by conducting a thorough risk assessment and analysis of the client's network infrastructure, systems, and applications. This involves identifying potential security gaps, vulnerabilities, and risks that may pose threats to the organization's assets.

Security Architecture Design: Based on the findings of the risk assessment, we develop a tailored security architecture design that aligns with the client's business objectives, compliance requirements, and industry best practices. This design encompasses network segmentation, access controls, encryption protocols, and other security measures to fortify the client's network environment.



Implementation of Security Controls: We deploy robust security controls and technologies to mitigate identified risks and protect against cyber threats. This includes implementing firewalls, intrusion detection and prevention systems (IDPS), endpoint protection solutions, secure email gateways, and other security measures to defend against malicious activities.

Continuous Monitoring and Threat Detection: We employ advanced monitoring tools and techniques to continuously monitor the client's network environment for suspicious activities, anomalous behavior, and potential security breaches. This proactive approach enables early detection and rapid response to emerging threats, minimizing the impact of security incidents.

Incident Response and Remediation: In the event of a security incident or breach, our team follows established incident response protocols to contain the threat, investigate the root cause, and implement remediation measures to restore the integrity and confidentiality of the client's data and systems.

Compliance and Regulatory Alignment: SoftSages ensures that the client's security posture aligns with relevant regulatory requirements, industry standards, and compliance frameworks. We assist clients in achieving and maintaining compliance with regulations such as GDPR, HIPAA, PCI DSS, ISO 27001, and others.

Regular Security Audits and Assessments: We conduct regular security audits, vulnerability assessments, and penetration testing exercises to evaluate the effectiveness of security controls, identify new risks, and ensure ongoing compliance with security policies and standards.

Network Management

SoftSages takes a complete approach to network management, focusing on improving network performance, increasing security, and maintaining the dependability and availability of important network resources. Our strategy includes the following critical elements:

Network Monitoring and Performance Management: We utilize advanced network monitoring tools and technologies to continuously monitor the performance and health of the client's network infrastructure. This includes real-time monitoring of network devices, bandwidth utilization, latency, packet loss, and other key performance indicators (KPIs). By proactively identifying performance issues and bottlenecks, we help clients optimize network performance and minimize downtime.



Configuration and Change Management: SoftSages implements robust configuration and change management processes to ensure the stability and security of the client's network environment. This involves maintaining an accurate inventory of network devices, documenting configuration settings, and adhering to industry best practices for configuration management. We carefully assess proposed changes to the network infrastructure, implement changes in a controlled manner, and conduct thorough testing to minimize the risk of disruptions.

Security and Compliance: Security is a top priority in network management. SoftSages implements stringent security measures to protect the client's network infrastructure from cyber threats and vulnerabilities. This includes deploying firewalls, intrusion detection and prevention systems (IDPS), virtual private networks (VPNs), and other security technologies to safeguard against unauthorized access, malware, and other security risks. We also ensure that

the client's network environment complies with relevant industry standards and regulatory requirements, such as PCI DSS, HIPAA, GDPR, and others.

Proactive Maintenance and Support: Our network management approach includes proactive maintenance and support services to address issues before they escalate into major problems. SoftSages offers round-the-clock monitoring and support, rapid response to network incidents, and proactive maintenance activities such as software updates, patch management, and hardware upgrades. Our goal is to ensure the continuous availability and reliability of the client's network infrastructure, minimizing disruptions and downtime.

Documentation and Reporting: SoftSages maintains comprehensive documentation of the client's network environment, including network topology diagrams, configuration files, inventory lists, and incident reports. We provide regular reporting and analysis of network performance metrics, security incidents, and compliance status to keep clients informed and empowered to make informed decisions about their network infrastructure.

Technical Assistance

SoftSages ensures that our clients receive superior technical assistance that is responsive, reliable, and aligned with their business objectives. We are committed to serving as a trusted partner and advisor, supporting our clients' success and growth in an increasingly complex and dynamic technology landscape. Our approach to technical help consists of the following main components:

Client-Centric Support Model: At SoftSages, we prioritize understanding our clients' unique technical requirements and business objectives. We tailor our technical assistance approach to align with the specific needs, preferences, and priorities of each client. Our client-centric support model ensures that we provide personalized and responsive assistance that meets and exceeds client expectations.



Multi-Channel Support: We offer flexible and convenient support options to accommodate different communication preferences and requirements. Our clients can access technical assistance through various channels, including phone, email, live chat, and web-based ticketing systems. This multi-channel support approach enables clients to reach out to us for assistance anytime, anywhere, and from any device.

24/7 Availability: SoftSages understands the importance of uninterrupted access to technical support services, especially in mission-critical environments. As such, we provide round-the-clock technical assistance to ensure that our clients receive timely support and resolution of issues, regardless of the time or day. Our team of dedicated technical support professionals is available 24/7 to address client inquiries, troubleshoot problems, and provide expert guidance.

Rapid Response and Resolution: We prioritize rapid response and resolution of client issues to minimize disruptions to their operations and maximize productivity. Our technical support team follows established service level agreements (SLAs) and response time targets to ensure that client inquiries and incidents are addressed promptly and efficiently. We leverage advanced troubleshooting methodologies, diagnostic tools, and remote access technologies to expedite issue resolution and minimize downtime.

Proactive Monitoring and Maintenance: In addition to reactive support, SoftSages provides proactive monitoring and maintenance services to anticipate and prevent potential technical issues before they escalate into major problems. We deploy advanced monitoring tools and automated alerting systems to continuously monitor the health and performance of our clients' IT infrastructure. By proactively identifying and addressing issues, we help clients maintain optimal system performance, reliability, and security.

Software Management

SoftSages takes a holistic and client-focused approach to software management, aiming to improve the performance, security, and dependability of our clients' software assets.

SoftSages enables clients to effectively manage their software assets, optimize software performance, enhance security posture, and achieve their business objectives in a dynamic and competitive digital landscape. We are committed to delivering tailored software management solutions that drive innovation, efficiency, and business growth for our clients.

Our strategy includes the following critical components:

Software Inventory and Assessment: We begin by conducting a thorough inventory and assessment of our clients' software assets to gain a clear understanding of their software environment. This includes identifying all installed software applications, versions, licenses, and usage patterns. Through this assessment, we help clients streamline their software portfolio, identify potential licensing compliance issues, and optimize software usage to minimize costs.

Software Procurement and Licensing Optimization: SoftSages assists clients in strategic software procurement and licensing optimization to ensure compliance with vendor agreements and maximize the value of software

investments. We help clients navigate complex licensing models, negotiate favourable terms with software vendors, and implement cost-effective licensing strategies that align with their business needs and budgetary constraints.

Patch Management and Software Updates: We implement robust patch management processes to ensure that our clients' software systems are promptly updated with the latest security patches, bug fixes, and enhancements. SoftSages monitors software vendors' release cycles, evaluates patch severity and impact, and coordinates timely deployment of patches to minimize security vulnerabilities and maintain system stability.



Software Configuration and Customization: SoftSages assists clients in configuring and customizing software applications to meet their specific business requirements and operational needs. We collaborate closely with clients to understand their workflow processes, user preferences, and integration requirements, and tailor software configurations accordingly. Our goal is to optimize software usability, efficiency, and functionality to drive business value and user satisfaction.

Software Performance Monitoring and Optimization: We implement proactive monitoring and performance optimization strategies to ensure optimal performance and reliability of clients' software systems. SoftSages leverages advanced monitoring tools and performance metrics to track key performance indicators, identify performance bottlenecks, and implement remediation measures to enhance software performance and responsiveness.

Software Security and Compliance: SoftSages prioritizes software security and compliance to protect clients' sensitive data and mitigate security risks. We implement robust security controls, encryption mechanisms, access controls, and data protection measures to safeguard software assets against unauthorized access, data breaches, and cyber threats. Additionally, we help clients achieve and maintain compliance with industry regulations and standards, such as GDPR, HIPAA, PCI DSS, and SOC 2.

User Training and Support: SoftSages provides comprehensive user training and support to empower clients' employees with the knowledge and skills needed to effectively utilize software applications. We offer user training sessions, knowledge base resources, and on-demand support services to address user inquiries, troubleshoot issues, and promote user adoption and proficiency.

SPECIAL CONDITIONS

Not Applicable

PROPOSAL FORM

PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: SoftSages Technology

Total Proposal Amount: \$ 50,400 + \$65/HR for Onsite Support

Total Written Proposal Amount: Fifty Thousand Four Hundred + Sixty Five Dollar Per Hour for Onsite Support

Estimated Start Date: Upon Award

SUBMITTED on: February 28, 20 24

ADDENDUM

We hereby acknowledge receipt of the released addendum.

SYSTEM SOFT TECHNOLOGIES

ADDRESS:

3000 Bayport Drive, STE 840
Tampa, FL 33607
Phone: 727-723-0801
Fax: 813-289-5359

CONTACT:

David M. Quish
Director, Corporate Operations
Phone: (727) 723-0801 x327
Email: david.q@sstech.us

City of Delta

REQUEST FOR PROPOSAL

INFORMATION TECHNOLOGY SERVICES



PROPOSAL ENCLOSED

1 Introduction

1.1 Cover Letter

February 29, 2024

Tod Dezeeuw
tod@cityofdelta.net



Re: RFP, Information Technology Services

Dear Tod Dezeeuw:

System Soft Technologies LLC (System Soft) is pleased to submit this proposal to the City of Delta (the City) on its capabilities, demonstrating that we are technically capable of performing the services described in the referenced RFP.

We understand the City is seeking proposals from Information Technology companies to provide Information Technology services for network and cyber security, network management, technical assistance, and software management.

As one of the leading providers of Information Technology services, System Soft is confident in its capabilities to support the City in meeting its specific needs and various project requirements. We stand out against our competition in longevity, breadth of experience, considerable workforce, and technological edge.

System Soft's approach is based on our vast experience across many SLED organizations across multiple states. Based on our organization structure, we bring 23+ years of experience via staff augmentation and solution capabilities.

System Soft takes every project seriously. As part of our CMMI Level 3 and SOC 2 Type 2 certifications, we do an after-action review and adjust our People, Process, Technology, and Approach to enhance our capabilities and constantly pass those on to our customers.

For future and ongoing communications, contact our Business Development Manager, Neha Desai, at neha.desai@sstech.us.

I will be the authorized representative for contract negotiations; my details are in my signature below.

Thank you for considering us during this bidding process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David M. Quish', is written over a light blue circular stamp.

David M. Quish
Director, Corporate Operations
(727) 723-0801 x327
david.q@sstech.us

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1.2 Proposal Form

PROPOSAL FORM Information Technology Services

Name of Vendor:	System Soft Technologies LLC
Total Proposed Amount:	\$65.00
Total Written Proposal Amount:	\$60,000.00
Estimated Start Date:	As per City of Delta project start-date
SUBMITTED on:	February 29, 2024



2 Experience and Qualifications

System Soft Technologies (System Soft) provides a range of solutions and services of unchallenged cost-effectiveness and quality. With an outstanding track record of performance spanning multiple domains and verticals, our experienced consultants, time and again, have demonstrated their skills at efficiently managing tools, technology, processes, and people.

For over two decades, we have sought out the best and brightest minds to deliver Information Technology Services for multiple agencies. We have positioned ourselves to become the industry leader in IT services due to our deep understanding of an organization’s needs, years of IT service expertise and dedication to a client-centric approach.

Our unwavering reliability and phenomenal financial growth during the past decade have permitted System Soft to invest in innovative technologies, processes and human resources, ensuring we have a lasting and prosperous future leading IT consulting and technology solutions. With a focus on quality and communication, our vision is to create innovative services and solutions maximizing business value and operational efficiencies that offer adaptability, scalability and responsiveness to our clients.

Who We Are

Customer-Obsessed

1,900 technologists and business leaders with an unrelenting commitment to deliver above expectations

Global Coverage

Seamless delivery and scalable resources across **14 Global Delivery Centers** onshore, nearshore, offshore

Lean + Flexible

Laser focused on meeting customer needs, placing autonomy with our teammates, and **delivering at light speed**

Proven Success

In business for **24 years with YOY growth** rate combined with high customer and employee retention

System Soft offers cost-effective IT services to clients nationwide. We specialize in providing these services to various industry leaders, including healthcare, state government client, finance, and banking industry clients.

System Soft Technologies has decades of experience delivering innovative and cost-effective technology solutions. Our associates have an unyielding commitment to enhancing our customers' adaptability and scalability. With services provided onshore, nearshore and offshore, we have the talent, expertise and technology to achieve and surpass our customers' business goals.



Our mission is to accelerate innovation through exceptional IT services and solutions that empower customers to seamlessly adapt to new technologies.



Our vision is to be recognized as the most trusted and innovative IT partner, delivering efficient and reliable industry-leading technology services and solutions.

CORE VALUES

System Soft's Core Offerings

Our comprehensive suite of services at System Soft stands unparalleled. Ranging from digital transformation and security to IT consulting, data analytics, and beyond, our portfolio streamlines and enhances IT operations for our valued clients.



SERVICES

Technology Solutions
Consulting Services
Nearshore Services



SOLUTIONS

Digital Transformation
Data + Analytics
Cybersecurity



PRODUCTS

Delphian Trading
Elysium Analytics

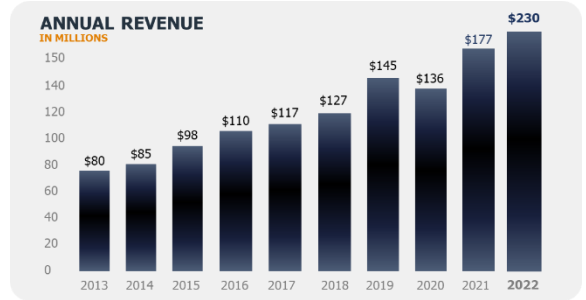


Engagement with Clients

Our System Soft team boasts a seamless delivery system and a scalable global resource team across multiple onshore, nearshore, and offshore locations. By skillfully uniting the right talent, processes, and technologies, we empower our clients to maximize business value, enhance operational efficiencies, and drive growth, integration, and customer experiences through digital strategies.

Generating Revenue

System Soft's revenue streams revolve around recurring consulting services, amounting to an annual revenue of \$147mm, and Project-Based Solutions, totaling \$43mm.



Acquiring Talent

Our focus on talent identification, acquisition, and retention positions System Soft as a leader in North America. Our team's unique skills and practices set us apart in the realm of IT professional services.

Integration of Technology

With numerous successful application development engagements spanning multiple industries, our team has delivered custom application development, integration, and maintenance for both government and commercial clients.

Market Position

System Soft serves various industry verticals in the IT sector, such as Finance, Insurance, Retail, and major integrators. Continual development in these markets allows us to deepen our domain knowledge, target our recruitment efforts, and consistently provide the right resources, all while offering premium value to our clients.

INDUSTRY VERTICAL FOCUS

- + Logistics
- + Healthcare Provider
- + Healthcare Payer
- + Financial Services
- + Public Sector
- + Retail Services

Value Proposition

System Soft's commitment lies in delivering optimal solutions to each client, fostering enduring partnerships. Clients value our technological expertise across diverse domains, as well as our range of flexible engagement models, tailored to suit assignment nature, budget, and priority.

TRANSFORMATIVE BUSINESS RESULTS

- + Improve Customer Engagement
- + Increase Revenue
- + Reduce Costs
- + Compress Speed to Market
- + Accelerate Compliance
- + Automate Complexity

Industry-Certified

System Soft holds certification in Systems and Organization Controls 2 (SOC 2) to uphold a robust information security standard. Additionally, we are certified in ISO 27001:2013, ISO/IEC 20000-1:2018, and ISO 9001:2015, and hold a Capability Maturity Model Integration (CMMI) certification at Maturity Level 3. These certifications underscore our commitment to maintaining high-quality standards, compliance, and excellence in both organizational development and service delivery.





PORTFOLIO OF OFFERINGS

System Soft's comprehensive portfolio of offerings is unparalleled. From digital transformation and security to IT consulting and data and analytics, our portfolio of services helps streamline and improve IT operations for our clients.



OUR EXPERIENCE

System Soft brings extensive technology services expertise to public sector clients at municipal, state, and federal levels, generating millions in annual sales through staffing and solutions. Our clientele spans numerous counties, major metropolitan areas, and federal departments across more than 27 states in the US. Additionally, we offer services to public entities as subcontractors for large service providers involved in public sector projects and initiatives.





2.1 Project Team Organization

2.1.1 Cybersecurity

The following are the resumes of the cybersecurity team at System Soft:

2.1.1.1 Cyber Security Specialist

PHANI YALAMANCHILI
Cyber Security Specialist

SUMMARY

- **Security Evangelist** and Specialist with over 18 years of experience and a proven record of defining, implementing and managing security in cloud and on-prem.
- Successfully executed many critical **Risk and Security assessments** and helped achieve compliance like **NIST 800-53, NIST 800-171, NIST 800-30, Fedramp, HIPAA/HITECH, MARS-E, Sarbanes-Oxley**, and more.
- Helped Organizations create, and implement a Security Security Plan (**SSP**) and achieve Authority to Operate (**ATO**).
- Strong hands-on experience evaluating, building, deploying and managing various **security functions, frameworks and tools** from the ground up working with various teams and verticals.
- Expert hands-on experience with setting up end-to-end **applications and cloud security implementation** with industry-leading tools and best practices.
- Champion in the implementation of industry-leading security standards like **CIS, DISA STIG** and best practices across the enterprise
- Expert knowledge in **Security audit, compliance, frameworks** and how to integrate them into organization processes.
- Expert knowledge in tuning **security tools (SAST, DAST, IAST, RASP)** to minimize noise and make them efficient and produce valuable results.
- Expertise in Application Security and identifying and fixing **OWASP Top 10 and SANS 25 security vulnerabilities**
- Helped organizations onboard to **WAF to defend against critical vulnerabilities**.
- Architect and lead developer for open source projects: [Chili Project](#), [Chili Security](#).

CORE COMPETENCIES

Application Security Tools	Security Compliance PCI DSS, NIST, GDPR, HIPAA/HITECH, SOX, MARS-E, FISMA, FEDRAMP, IAST(Contrast, Synopsys), SAST(Checkmarx, Fortify, Veracode), WAF (Cloudflare, AWS WAF), OSS, SCA Security (Blackduck), Cypcode, Synk, Threat Modeling (ThreadFix) Cloud & SaaS Security, AWS (WAFV2, IAM, Security Hub, Shield, Inspector CloudTrail, GuardDuty, Macie), Oracle ESB Splunk Enterprise Security. Azure Security Center, Azure Firewall, Azure Sentinel, GCP, AquaSec,
Programming Languages	Java/J2EE,Python,C#.NET, VB.NET, ASP.NET,C/C++, Objective C, PL-SQL,



PHANI YALAMANCHILI
Cyber Security Specialist

Security Libraries	<u>OWASP Projects</u> (ESAPI, Dependency Check, Encoder, Sanitizer) JASYPT, Spring Security, Bouncy castle
Information Security Tools	Wireshark, Splunk Enterprise Security, Qualys, Tenable Nessus, ClamAV, Burpsuite, NMAP

WORK EXPERIENCE

System Soft Technologies, Herndon, VA
Cyber Security Specialist

April 2015 – Present

Leading Financial and Health Care Clients

- Designed and established organization security program from ground up. Setup security policies and procedures.
- Perform 3rd party Risk Assessment to assess effectiveness of vendor controls against various compliance standards like NIST, Fedramp, HIPAA, PCI , ISO 27001 etc.
- Develop System Security Plan (**SSP**) to provide overview of federal information system security requirements (**FISMA**) and describe controls in place.
- Build **Cloudflare and AWS WAF onboarding automation** using **cloudflare and AWS** API and involved in fine tuning Cloudflare and AWS WAF rules..
- Configured and setup end to end automation for cloud security with **AquaSec, SysDig, Splunk Enterprise Security.**
- Developed system threat **models** using framework (**STRIDE, DREAD**) for critical applications to identify potential threats during design phase of applications. Designed and developed risk calculation strategies.
- Develop and maintain cloud security monitoring tools and processes, such as **cloud SIEM, CSPM**, and others
- Designed and Implemented **Enterprise DevSecOps workflow** utilizing various tools and custom workflow using **Jenkins** and custom plugins that integrate with security tools like **Contrast, Checkmarx, Blackduck.**
- Setup **BugBounty** program with **Hackerone** to add additional security checks to our program
- Create and maintain security finding templates and build custom scripts for identifying and **running vulnerability assessments** based on **NIST 800-53, NIST 800-171, FISMA, MARS-E, HIPAA/HITECH.**
- Expertise in reviewing Security Authorization Documentation including **System Security Plan(SSP), Privacy Threshold Analysis.**
- Create and reporting **POAM** documents and working with creating **ATO (Authorize to Operate)** documents.
- Provide expert guidance and remediation options for various vulnerabilities to various clients.
- Evaluated and Onboarded various Security tools for **SAST, IAST, RASP(Contrast)** and **DAST** for various clients.
- Onboarded several applications to **WAF (Cloudflare and AWS WAF)** and Created and managed automation
- Created a centralized Enterprise wide **Security posture dashboard** that would gather all security related issues and metrics into a single source using **Splunk Enterprise Security.**
- Built Application to streamline **user roles and permission management with AWS IAM.** Created workflow to review and authorization approval workflow support our audit mechanisms.



PHANI YALAMANCHILI

Cyber Security Specialist

- Helped create **hardening guidelines** for implementing security policies.
- Review cloud architecture and advise teams on strong **Cloud Security Design principles** and identification of issues prior to systems or features deployed.
- Created **Oracle ESB standardized Java Spring Security filters(CSRF, CSS, SQL Injection) based on OWASP guidelines** and other components shared across projects
- Utilized **Sysdig to scan docker images** across applications to detect and report security violations.

Dante, Arlington VA

August 2007 – March 2015

Senior Software Developer

Mastercard Jun 2010 – Mar 2015

Mastercard Mobile Platform orchestrates various 3rdparty systems to support provisioning Credit card numbers and related information to NFC enabled mobile phones. Architected integration between Allegory and Salesforce platform.

- Designed and developed Service API to expose integration between systems.
- Designed and implemented **AWS based cloud migration using IAM**, LDAP integration to move on-prem application and users to cloud.
- Utilize strong knowledge in **OWASP** to perform application code security review using **OWASP ZAP, Burp Suite** and **Metasploit**.
- Build **AntiVirus File scanning for AWS S3** file using **ClamAV** and AWS tools.
- Created a **Security Auditing** module using MongoDB and Slam Data.
- Supported **Vulnerability management** with **Nessus** tool
- **Implemented OWASP security standards** across new and existing projects.
- **Supported PCI DSS certification and streamlined the process.**
- Built a **Security Audit trail** to log and monitor all API interactions.
- Created custom scripts to **scan application Source code using Fortify** to find security vulnerabilities.
- Worked on **PCI DSS certification** implementation.
- Created and Managed **server hardening guidelines** for Apache, Tomcat, Linux.
- **Implemented input and file content validation using ESAPI** for protection against security vulnerabilities.
- Used Aws Kinesis to analyze events to adapter and generate metrics for business
- Configured and setup MSSL
- Involved in **security design and code review** of applications.
- Implemented business process orchestration between systems.
- **Build order data auditing framework to version control data.**
- Integrated static code review into build life cycle.
- Created and Managed various **security groups** across applications.
- Implemented various SOAP based service clients to interact with 3rd party soap services.
- Implemented business logic with EJB's to support orchestration between services.
- Designed and developed a service validation framework to support the platform services.

Comcast Aug 2007 – May 2010

An application was built on Comcast Catalog to support the migration of markets to new systems.

- Supported the Market-offers migration Teams with critical business data reporting.
- Designed and implemented an automated tool using Java, Hibernate and SQL to identify critical data issues and push automated notifications to responsible parties.



PHANI YALAMANCHILI

Cyber Security Specialist

- Supported Ad hoc reporting to support business teams in identifying data issues.
- Designed and implemented Data Load Module for Comcast EPC (New Catalog built by Dante) to load data from Legacy AMDOCS Billing Systems called DDP and DDPF.
- Developed a Reconciliation Module to reconcile data between Comcast EPC and DDP (Legacy Billing System).

George Mason University

July 2006 – August 2007

Mentor Protégé Program, Technology Lead

Background: Program to support small and minority businesses under the Government Mentor Protégé Program.

- Designed and developed Contracts Database with Oracle 10g and EJB 3.0.
- Developed the Contracts Module, which will have contracts-related information, and it requires maintaining persistence about contract information and deploying the beans in the JBoss Application Server. The Module is a command line-based utility that interacts the
- Used ANDRO MDA for code generation.
- Setup and Configure JBOSS MQ service and data source configuration.
- Developed Vendor Registration using ASP.NET and SQL Server 2005(Coded in VB)
- Website development and maintenance

EDUCATION

Masters in Information Systems (Information Security Major), George Mason University

GPA:3.7

July 2007

Bachelors in Electronics and communication, Siddhartha Engineering College from Nagarjuna University

July 2005

2.1.1.2 Risk Assessment Specialist

JOHN NYKAZA

Risk Assessment Specialist

Delivers in-depth IT security strategies to expand capabilities, reduce global risk exposure, and identify vulnerabilities. Leads cross-functional teams to develop and modernize IT security platforms and drive enterprise security. Proven experience leading global technology with specialized expertise in FinTech, Cybersecurity, and Big Data solutions.

CERTIFICATIONS

- Certified Information Systems Security Professional Training (CISSP)
- MITRE ATT&CK Defender Adversary Emulation
- USDHS/CISA ICS Cybersecurity for Managers (FRE2115 FY21)
- Cybersecurity / Disaster Recovery / Business Continuity Planning
- Cisco Systems / Palo Alto / VMWare / Certified Ethical Hacker Training (CEH)



COMPETENCIES

Intrusion Detection - Forensics - IT/Cloud Infrastructure - Low Latency Network Engineering – BCP & DR - IT Security & compliance – Infrastructure Monitoring – Elastic Search – SIM/SEM – Vulnerability – Penetration Testing – Web Application Security Assessments (OWASP)

PERSONAL ATTRIBUTES

Leadership - Security Focused - Cross-Functional Collaboration - Partnership & Relationship Building - Self Starter - Relentless Problem Solver - Goal Driven - Detail Oriented - Strong Verbal, Written, & Interpersonal Communication

TECHNICAL PROFICIENCIES

Virtualization: AWS, GC, OCI, VMWare, KVM, OpenStack

Operating Systems: Linux (Gentoo, Kali, RH, SuSe, Ubuntu, Tails), Unix, Windows

Programming Languages: Perl, PHP, Bash Scripting, Java Scripting, Python, REACT

Networking: In-depth knowledge of TCP/IP, MPLS, PGM, BGP, OSPF, EIGRP, low latency optimization

Databases: Oracle, MySQL, PostgreSQL, Mongo

Monitoring: Nagios, NetScout, PandoraFMS, Prometheus, Icinga2

Security Tools: DUO Security, Nessus, NMAP, Metasploit, Burp Suite, CrowdStrike, Palo Alto, Cisco, Rapid7, Splunk, F5, ThousandEyes,

Security Training – CISSP Training, SOX, GLBA HIPAA, Firewalls, Forensics, Penetration Testing, Vulnerability Assessments, NIST, ISO

SUMMARY OF WORK EXPERIENCE

- Implemented SOC2 policies, procedures, and monthly vulnerability audits, implemented “shift left” development plan plus Jira security checks while improving efficiency.
- FinTech consultant to a global-leading software vendor within the financial industry.
- Provided expert analysis and deployment of IT Security frameworks(NIST, ISO, SOC), network security solutions, monitoring solutions, and intellectual property investigations using forensics software.
- Led 80-person cross-functional IT teams, driving IT security initiatives across development, networking and infrastructure for a global investment bank.
- VP of Technology - Designed and built SAS70 & ISO1799 compliant global ASP to host trading infrastructure for the largest investment banks, hedge funds and prop trading groups in the world.

EDUCATION

Professional Certificate, Data Science, Big Data Analytics, & Algorithms

Massachusetts Institute of Technology

Master of Science (M.Sc.) Quantitative Finance, Finance

The London School of Economics and Political Science (LSE)

Russian Language, Literature, History

Peoples' Friendship University of Russia

BA, Double Major: Economics & Finance

University of Evansville



2.1.1.3 Information Security Specialist

Dr ROHITH VALLABHANENI Information Security Specialist

SUMMARY

Information Security Specialist with a passion for aligning security risk analysis plans and processes with security standards and business goals. Extensive experience developing and testing security frameworks for cloud-based software. Versed in robust network defense strategies with more than eight years performing security risk analysis with a focus as a Third-party risks manager and Information Security Risk Analyst. Worked with several federal and state clients to help them get ATO (Authority to Operate) to achieve compliances like NIST, Fed Ramp, FISMA, HIPAA, and MARSE.

CERTIFICATIONS

- CyberArk Certified
- Qualys Vulnerability Management
- MongoDB Certified Developer, Associate (C100DEV)
- Social and Behavioral Research

CORE COMPETENCIES

- Highly organized, ability to work to tight corporate deadlines while under pressure without compromising accuracy.
- Detail-oriented, with strong problem-solving and analytical skills
- Evaluation of threats and risks to business operations resulting in security solutions that appropriately balance cost and risk mitigation.
- Strong risk, process, and project management skills with proven ability to influence and drive Results across diverse teams of stakeholders.
- Knowledge in Quality Assurance, Monitoring and Testing disciplines
- Proficient in MS Office applications, especially Excel
- Proficient with web applications in areas of e-commerce, retail
- Proficient with web applications in areas of Insurance, e-Commerce, retail
- Demonstrated ability to perform audits or assessments related to risk management and Controls and to analyze results to identify opportunities for improvement. Direct Supplier/third-party assessment experience
- Define and review the needs for privacy and security/information assurance
- Strong PC and data manipulation skills
- Relationship management skills with the ability to build partnerships across businesses.
- Implemented OWASP Top 10, CWE/SANS Top 25 for security checks.
- Web Applications: Java, Spring, Hibernate, Web Services, Tomcat, JavaScript
- Data Management & Analytics: MYSQL, Access, SharePoint
- Assessment Tools: Burp Suite, Nmap, Qualys, Nessus, Netsparker, Veracode, OWASP Zap Proxy,
- Operating Systems: Windows server, Linux server
- Confidential Data Protection
- Service now VRM

WORK EXPERIENCE

INFORMATION SECURITY RISK ANALYST

03/2020 to CURRENT

- System Soft Technologies, LLC | Herndon, VA



Dr ROHITH VALLABHANENI

Information Security Specialist

- Reviews and validates completed questionnaires with evidentiary supporting documents like SBOM, SCA and other documents submitted by vendors.
- Performed several security assessments to clients Florida DEP, North Carolina DHHS (NCTRACKS, NCFAST), KBRWyle
- Responsible for managing all aspects of the Vulnerability Risk Management Program including vulnerability identification, analysis, remediation coordination and reporting.
- Understanding of Vulnerability Management identification, analysis, metrics and reporting tools as well as processes enabling proper governance, risk and compliance
- Assist with various Third-Party Risk Management program initiatives working closely.
- Third-Party Risk Management Leads in Assessing NIST controls that address business continuity and disaster recovery risk and reviews preparedness tests conducted by vendors.
- Identify opportunities for improving third-party risk posture as well as third-party risk management processes, including expanded monitoring.
- Assessing risk of a proposed solution, escalating appropriately and driving to closure. Responsible for internal Qualys WAS services and WhiteHat Security scans.
- Oversees implementation of operational risk management policies and frameworks
- Evaluation of threats and risk to business operations resulting in security solutions that appropriately balance cost and risk mitigation.
- Work with the Vendor Management Office and Head Strategic Sourcing Vendor
- Management to formulate holistic strategy around key third parties.
- Lead onsite assessment, manages communication with vendors to ensure risks discovered during assessment are remediated within reasonable time or continuously tracked by providing overall IT Risk expertise
- Engage and lead Line of Businesses (LOBs) that use third party in lesser risk engagements and incorporate the other LOBs' assessment criteria into assessment.
- Reviews vendor's IS policy, penetration test report, vulnerability scan report, network topology, business continuity plan policy, SDLC policy, cryptographic policy, physical and environmental policy, cloud security policy etc.

INFORMATION SECURITY CONSULTANT

08/2019 TO 02/2020

CHIC-FIL-A | ATLANTA, GA

- Develops competence by performing structured work assignments.
- Worked as a single point of contact for security assessment and risk management for the team.
- Engage with the TP Information Risk Managers (TPRM), in developing the Wholesale (CIB, AM and CB) and Firmwide Critical Supplier portfolio Book of Work
- Work with the Vendor Management Office and Head Strategic Sourcing & Vendor Management to formulate holistic strategy around key third parties.
- Assist the Team Lead in overseeing risk assessment and due diligence processes and ensure they are properly performed in selecting new third parties.
- Provide logistical and administrative support to the TPM Office management team.
- Oversees the implementation of operational risk management policies and frameworks.
- Leveraging holistic third-party risk reporting as another tool in the management of third-party performance
- Assist with various Third-Party Risk Management program initiatives working closely with the Third-Party Risk Management Leads



Dr ROHITH VALLABHANENI

Information Security Specialist

- Promoted enterprise-level risk management practices and helped instill strong culture focused on protective policies and procedures.
- Developed short-term goals and long-term strategic plans to improve risk control and mitigation.
- Tested all the application functionality based on the OWASP standards and a threat profile prepared specifically for the application.
- Proposed remediation strategies for remediating vulnerabilities
- Developed security assessment plan, report, questionnaire, rules of engagement.
- Prepared combined reports of level of risks, their trend and frequency to the development team and client.
- Performed risk assessments on the vulnerabilities found during the assessment.
- Automate and integrate security into agile development processes and CI/CD pipelines. At high priority, critical and high priority vulnerabilities were reported to the development and DevOps team using JIRA tracking system with history of the issue, also used for tracking the remediation issues and POAM.

VULNERABILITY RISK MANAGEMENT CONSULTANT

05/2016 TO 08/2019

NATIONAL INSTITUTES OF HEALTH, NIH | BETHESDA, MD

- Understanding of Vulnerability Management identification, analysis, metrics and reporting tools as well as processes enabling proper governance, risk and compliance
- Test application functionality based on OWASP standards and threat profile prepared specifically for application.
- Provided Tier 1 IT support to non-technical internal users through desk side support services.
- Proposed remediation strategies for remediating system vulnerabilities to development teams. Critical and high priority vulnerabilities were reported to development and team using JIRA tracking system with history of issue, also used for tracking vulnerability and remediation issues for medium and low findings.
- Implemented OWASP Top 10, CWE/SANSTop 25 for security checks. Developed security assessment plan, report, questionnaire, kick off calls with clients and development team and exit brief templates.
- Troubleshoot and diagnosed problems to accurately resolve wide range of technical issues.
- Explained technical information in clear terms to non-technical individuals to promote better understanding.
- Configured hardware, devices and software to set up workstations for employees.
- Risk assessment was conducted on client's applications as per their requirement and detailed report will be shared with client and stakeholders.
- Performed web application, DB management, Unix management security checks, ESXI server API integration security, sail point application and VMware - V Sphere server assessments.
- Responded to support requests from end users and patiently walked individuals through basic troubleshooting tasks.

EDUCATION

Ph.D. | Cybersecurity

Master of Science | Cybersecurity

Master of Science | Computer Science

Bachelor of Science | Computer Science



2.1.1.4 Cyber Security Specialist

PRANEETHA KANTU
Cyber Security Specialist

SUMMARY

- **CISSP, CEH - Certified Ethical Hacker, EC Council, Security+ - CompTIA.**
- Highly skilled and experienced cybersecurity professional with a decade of expertise in conducting **red-team attack simulations, penetration testing**, and security implementation.
- Successfully performed security and risk assessments to achieve compliance with PCI, Fedramp, FISMA, NIST, HIPPA, and ISO 27000 standards across various organizations.
- Excellent knowledge of various security tools and Compliance Requirements.
- Expertise in Application Security and identifying and fixing **OWASP Top 10** and **SANS 25** security vulnerabilities.
- Experience with Application architecture security reviews and code reviews.
- Defined project skill sets in line with methodology and drove **OWASP Top 10** application security training.
- Proficient in performing automated and manual vulnerability assessments and penetration testing (VAPT) on Web Applications and Networks.
- Maintain current working knowledge of web application security issues.
- Created and maintained various scripts for penetration testing.

CERTIFICATIONS AND TRAINING

- **CISSP**
- **CEH - Certified Ethical Hacker, EC Council.**
- **SECURITY+ - CompTIA.**
ISC² developer training
- QTP and HP quality center training.
- OWASP Training

CORE COMPETENCIES

Security Assessments	Web Application, Application & Network Security Assessments
Networking Scanners	Nmap, Netcat, Nessus
Proxy	Burp suite, Paros, Webscarab, Tamper IE, Fiddler, Zap proxy
Sniffers	Wireshark
Security Standards	OWASP, CVSS, PCI, OSSTMM
Languages	C, C# (ASP.NET), Java, SQL, Python
Operating Systems	Windows 98, 2000, XP, Vista, 10, Unix/Linux
Web Application Tools	Acunetix, Dir Buster, HP Web Inspect, CSRF Tester, Nikto, Backtrack, SOAPUI, IBM Appscan, Sqlmap, WhiteHat Sentinel
Source Code Analysis Tools	Checkmarx, HP Fortify, IBM Source Scanner.Veracode
Security Tools	Contrast IAST (Interactive Application Security Testing) GitHub Security, Netsparker DAST (Dynamic Application Security Testing)



PRANEETHA KANTU

Cyber Security Specialist

Digital Asset Discovery Tools	RiskIQ, AquaSec
SSL Assessment Tools	Sslyze, Qualys, Openssl
Debuggers	IDA Pro
Markup and Scripting Languages	HTML, Java scripting, XML

WORK EXPERIENCE

System Soft Technologies Web Application Security Specialist Oct 2018 - Till Date

- Led effort to create a dedicated Red Team to perform various penetration testing exercises across applications.
- Perform red-team attacks against customer environments, simulating actual attacker tactics, techniques, and procedures. Create custom tools and frameworks to exploit new vulnerabilities or automate tasks for the team
- Utilize new techniques to identify and exploit vulnerabilities in customer networks
- Perform onsite and remote security consulting including penetration testing, vulnerability assessment, web application security assessment, internal and external security assessment, social engineering, and wireless assessment
- Generate and present technical and executive level reports on security vulnerabilities to external customers
- Web application penetration testing - Network penetration testing - Vulnerability management - Incident response - Cyber awareness training - SIEM
- Web application penetration testing - Run attack scenarios - Quality assurance testing.
- Implemented DevSecOps and performed daily builds for application security testing.
- Integrated various security testing tools in CI/CD pipeline.
- Excellent proficiency in tools like BurpSuite, Acunetix, Checkmarx, SOAPUI, TrendMicro and ThreadFix.

System Soft Technologies (VISA, Ashburn) - Web Application Security Specialist April 2017 - Oct 2018

- Led the application security efforts to enroll and assess over 100+ Visa's public facing web application into web application vulnerability management program.
- To discover and monitor the inscope attack surface of the organization.
- Discovered fraud activities such as organization's subdomain takeover, employee personal sites, sites registered with improper DNS entries, malware , expired SSL certs with RiskIQ.
- Identify and track issues on the sites which are flagged as GDPR non-compliant till the issues are resolved.
- Assist with identifying and to enroll all Visa's public facing API's into web application vulnerability management program.
- Perform security reviews and provide insights to development teams.
- Serve as application security expert, providing technical support to the development teams, external vendors.



PRANEETHA KANTU

Cyber Security Specialist

- Assist with identifying RiskIQ's key performance indicators.
- Review and manage vulnerabilities disclosed via Bugbounty program.
- Designed and implemented automation workflow prototype for security vulnerabilities using Python, Jira, Whitehat Sentinel and Archer thereby to help manage findings efficiently.

System Soft Technologies

(FINRA, Maryland) - Application Security Engineer

Oct 2013 - March 2017

- Performs Web application penetration testing on the organization applications as well as COTS applications.
- Perform Triage of the web vulnerability reports (Vendor third-party penetration testing reports), questionnaires based on ISO-27000, PCI compliance documents, and the Data Centre documents of the vendor applications.
- Examine and identify excessive firewall rules that might have expired or have necessary connection from the QA environment to the Production environment.
- Analyze the findings from code scan to gain granularity for the actual findings vs false positives.
- Ensure the database patch levels are in compliance with the organization's policy.
- Fine-tuned appscan policies based on the application platform in order to reduce the time consumption during the scan.
- To search and analyze any issues that have been raised while performing penetration testing on the applications as well as to examine if any PCI/RCI data has been logged without masking in SPLUNK.
- Working on reconnaissance of external attacks via WAF to provide the detailed report to the respective team as needed.

System Soft Technologies

(AEP, Ohio) - Application Security Engineer

Nov 2012 - Oct 2013

- Involved in SDLC of both the external and internal facing web applications architecture from a security standpoint.

Planning Phase: Gather all the business requirements to avoid all possible identified vulnerabilities in scope.

Construct Phase:

- Perform *Threat modeling* to analyze the missing gaps & possible threats and risks.
- To ensure secure coding practices are implemented during development.
- Perform source code review to identify the vulnerabilities and mitigate them early.

Testing Phase: Perform Penetration Testing (combination of dynamic & manual analysis) on the components developed as part of the project; prepare the Risk Assessment report based on the organization's defined metrics.

- Vulnerability Assessment on vendor based *Web Start (JNLP FILES)* applications.
- Involved in building server configuration for IBM Appscan source scanner.
- Evaluated various (white Hat, Security Innovation, Sans) security training programs/bundles to educate IT Security and Development teams aligned on building security into the SDLC.
- Vulnerability assessment and Penetration testing on *mobile web applications*.
- Performed Source code scanning on applications using different technologies.
- Performed penetration testing for various SOAP and REST based web services.

System Soft Technologies - Security Engineer



PRANEETHA KANTU

Cyber Security Specialist

Aug 2011 – Nov 2012

- Involved in Design and Development of Employee Portal application architecture from security standpoint.
- Proposed and enforced various security measures for REST Services implementation.
- Performed regular pen tests for rest services and web application.
- Involvement in development of various functionalities for Customer Information tracking system such as implementing data encryption to store and retrieve sensitive data (using C# libraries).
- Performed Security Assessment (Risk Identification, Vulnerability Scan) for a CITS web application that would store users sensitive and personal information.
- Auditing the reports generated for source code reviews using Fortify on Customer Information Tracking application.
- Provided solutions to minimize the risks and vulnerabilities.
- Performed Penetration Testing on Android and IOS mobile apps.

System Soft Technologies

AppLabs Technologies (India) - Software Engineer

Oct 2009 - March 2011

- Security Audit and Penetration Testing on 4 modules of an Israel based leading Application Service Provider of technology providing real-time sales and customer services for organizations doing business on internet.
- Web Application Penetration Testing on leading UK based online school web application which allows students to register for the Courses and check the grades assigned to them and also for teachers to assign homework and grades to students of relevant courses.
- Vulnerability Analysis and Penetration Testing on a UK based gaming application.
- Performed Non intrusive tests on AppLabs Internal Network.

System Soft Technologies

AppLabs Technologies (India) - Associate Software Engineer

March 2007 - Jan 2008

- VAPT on AppLabs intranet and other internal portals.
- Web Application Penetration Testing on multinational Bank in USA which offers research, advice and technical assistance to improve key areas like education, poverty reduction & agriculture.
- Both Web Application Penetration Testing and Network Security Assessment on a non-banking finance company whose mission is to eradicate poverty by supplying financial services to women below the poverty level and is worlds fastest growing micro finance organization.

System Soft Technologies

AppLabs Technologies (India) - Internship

May 2006 - Feb 2007

- Security Audit and Penetration Testing of American clinical research website that provides patient recruitment solutions for the bio-pharmaceutical industry.
- Web Application Penetration Testing and Network Security Assessment of an American Reinsurance Provider Website.

NOTE:

Client names are not mentioned due to Non-Disclosure Agreement with clients. The above details are only indicative and not comprehensive. Specific client details have not been mentioned to maintain high confidentiality.



PRANEETHA KANTU

Cyber Security Specialist

Tasks:

- Understanding the application and its architecture.
- Identifying possible attack vectors.
- Vulnerability analysis and enumeration.
- Exploitation of vulnerabilities found.
- Captured and Reviewed evidences (screen shots/videos) taken by all the team members.
- Final discussions of vulnerability findings and fixes.
- Report preparation & possible solutions identification.
- Performed Regression testing on the applications.
- Performed Penetration Testing as well as Network Security Assessments on the required applications.

Roles and Responsibilities:

- Taking active part in Client calls and Project Demo Calls.
- Preparing Effort Estimations for Project Proposals.
- Involved in Web Application Penetration Testing and Network Security Assessments.
- Preparing Project Reports, capturing screen shots and relevant video evidences for client references.
- Reviewing Project Reports and other research documents.
- Involved in preparing case studies for executed projects.
- Capable of assigning severities for identified vulnerabilities based on CVSS Standards.

EDUCATION

Masters Degree in Computer Science

Northwestern Polytechnic University (California, USA)

AUG 2009



2.1.2 Network Management

The following are the resumes of the network management team at System Soft:

2.1.2.1 Server Administrator

SATISH CHAMANA Server Administrator

- Server Administrator with 10 years of experience in **Windows VMware Administration**, Configuration Management and Cloud Implementations.
- Gained significant exposure in **Servers**, Networking, and Cloud resource management.
- Possess comprehensive knowledge in handling **Microsoft Azure, AWS, Hyper-V, VMware, Wintel Servers, Switches and Firewalls**.
- Effective in planning and designing of efficient networks by using **subnetting** and supernetting.
- A solid understanding of **Active Directory, Entra ID**, Networking, and security.
- An effective communicator with excellent interpersonal and problem-solving skills.
- Professional experience in Azure Administration **AZ-104**

CERTIFICATIONS

- Microsoft Certified Solution Associate 2008 (MCSA)
- Microsoft Certified Technology Specialist, 2008 R2 Server Virtualization (MCTS)

HIGHLIGHTS

- Successfully implemented **Hybrid Migration** from Exchange server to O365.
- Designed and upgraded the network for all locations.
- Successfully done the **zero-touch** installation of OS using answer files through **SCCM**.

TECHNICAL PROFICIENCY

Technology	CCNA, MCITP/MCSA, VMware, Azure, AWS.
Server OS	ESXi 6/7/8.0, Windows 10/11, Windows Server 2012/2016/2019, Cent OS.
Hardware	Dell PowerEdge, Cisco UCS, DELL EMC Storage, Cisco Switches, HP ProLiant DL, Kaminario Storage, Supermicro Servers.
Services	Kubernetes, ADDS, ADCS, DNS, DHCP, WDS, ISS, SSRS, Failover Clustering, NLB, RADIUS.
Applications	O365, SQL, SCM EHR, vCenter, SQL, ImageX, SCVMM, Proofpoint.
Firewall	WatchGuard, PaloAlto.

SUMMARY OF WORK EXPERIENCE

Client: Altera Digital Health, Dallas, TX

Jun 2022 – Till Date

Role: Expert System Engineer

Senior System Engineer in deploying Sunrise Clinical Manager EHR Software on multiple environments.

Responsibilities:



- Working with multiple global clients to implement and upgrade the Sunrise Clinical Manager which includes **ADDS, DNS, SQL, MSFC** and **IIS**.
- Installing and configuring Altera SCM suite of products, ELink/ISS, Unity.
- Installs and provides installation and data base administration support for core and non-core Altera Corporation software product(s) (for external and/or internal Customers) according to project and Customer specific requirements.
- Resolves complex implementation technical problems with the data base or software configuration.
- Converts Customers running obsolete Altera Corporation software to a new version including planning, installation, and testing.
- Prepares status reports and/or other Customer correspondence summarizing implementation issues for management and Customer personnel.
- Supports key technical staff with analysis, problem resolution, etc., through the installation cycle.

Environment: WS 2019, Azure, SQL Always-On, AD, SCM, ISS, MSFC.

Client: Delphian Trading, India

Sept 2016 – Jun 2022

Role: System Administrator

- Working on the incident and change management tickets generated by **Zendesk** and providing L2 and L3 support.
- Install and Configure Servers and Network devices for multiple new offices which includes **AWS, Azure,** and **Dell PowerEdge** servers, Watchguard firewalls, switches, access point configuration and VOIP phones.
- Maintained around more than 500 servers including **VMware ESXi** and virtual servers with Windows Server 2012/2016/2019.
- IP network design for each location with separate **VLAN** and **subnetting** for efficient usage and security.
- Installing, upgrading and Maintaining VMware ESXi servers with **vCenter 6.7/7.0/8.0**.
- Working on physical builds including RAID configuration and LAN deployment.
- Building and migrating VMs from On-Premises to **AWS** and Azure environments.
- Managing FC and iSCSI **Dell SVC storage** boxes for High Availability of VMs
- Configured and designed VM networks for different locations and **iSCSI storage**.
- Deploying multiple tenants with subscriptions and **O365 configuration**.
- Setup AWS and Azure Resources, local **AD sync** with AAD and configured hybrid environment for Exchange 2016 and O365.
- Implemented **MFA** using conditional Access policy in Azure for O365, VPN and other applications.
- **IAM** management in both **Azure** and **AWS** resources.
- By using VMware Compatibility Guide checking up the hardware compatibility to VMware versions and as per suggestions upgrading to latest patch versions of BIOS, Controller, **firmware's ESXi Drivers**, VSAN etc...
- Migrated mailboxes from **Exchange 2016 to O365**
- Migrating files from **DFS to SharePoint** using SharePoint online and offline migration tool.
- Configuring and managing **WatchGuard M400** and XTM Firewalls.
- Configuring and troubleshooting **Allworx** Server and VOIP phones to Users.

Environment: WS 2012/2016/2019, VMware 6.7/8.0, Azure, DELL Rack Servers, EMC Storage, WatchGuard, Allworx.

Client: Truven Health Analytics India Pvt Ltd, India

Aug 2015 – Sept 2016



Role: System Engineer

- Maintained around more than 6000 servers including physical and virtual servers with Windows Server 2003 / 2008 and 2012
- Installing, Managing and Troubleshooting Windows Server range operating systems (2008 and 2012).
- Worked on VMware ESXi servers with vCenter 5.0.
- Worked on physical builds from starch and storage configuration.
- Maintaining the SLA as per RFC's priority.
- Worked knowledge on **Service-now** ticketing tool.
- Worked on VM creation and customizing the VM according to the business requirement.
- Deploying security patches using **Heat patch** link tool.
- Analyzing dump file for root cause of the server reboot.
- Worked **MSCS SQL clusters** and load balancing the services.
- Worked on VM Failover clustering to make it highly available using **Hyper-V Shared Storage Clustering** in 2012.
- Worked on service **IPAK upgrades** and installing latest patches on the host servers from Microsoft IPAK library path.
- Maintaining applications on healthcare domain.
- Balancing the SQL database cluster drives by migrating the databases.
- Weekly server reboots and perform smoke test.

Environment: WS 2012, VMware 5.0, SQL Failover Clustering.

Client: Tech Mahindra, India

Jul 2014 – Aug 2015

Role: Senior Support Engineer

- Maintained around more than 50,000 servers including physical and virtual servers with Windows Server 2008 and 2012 environment located across all Regions.
- Installing, Managing and Troubleshooting Windows Server range operating systems (2008 and 2012).
- Worked on change related tickets which generated by **ITSM** and providing third level support.
- Worked on live migrations in Failover cluster management for patching the host serves.
- Worked on MSCS cluster creations and cluster remediation as per business requirements.
- Worked on service **IPAK** upgrades and installing latest patches on the host servers from Microsoft IPAK library path.
- Pre and Post health checks for the servers.
- Flatten and Rebuild of Servers (2008/2012).
- Creating VMs using templates in **SCVMM**.
- Migrating Virtual Machine to different Hosts as per customer requirement.
- In place Upgrade of Virtual Machines.
- NIC remediation and **NIC teaming** for the Physical & Blade servers.
- Managing the Virtual machines through Hyper-V and SCVMM.



- Format and reinstallation of OS on Blade Servers, Physical & Virtual Servers.

Environment: WS 2018/2012, SCVMM, MS Failover Clustering

Client: Indian Institute of Hardware Technology Ltd, India

May 2011 – Jun 2014

Role: System and Network Administrator

- Assisting in hardware installation and maintenance of workstations, servers, networked equipment, and other supporting hardware.
- Configuring and troubleshooting DC, ADC and DNS servers.
- Managing and restricting users from resources through group policy.
- Capturing, deploying and multicasting the OS through WDS and ImageX.
- Adding patches to OS and driver packages through WDS for boot image files.
- Creating and cloning images using vSphere and SCVMM.
- Creating and configuring iSCSI LUNs and attached to the **Hyper-V** and ESXi Servers.
- Building VM's and new Templates for new Projects and allocating them to appropriate Resource pools and add virtual resources to Windows and Linux VM's (Memory, vCPU's, disk space) through SCVMM 2008 R2 and vCenter.
- Moving VM's from one LUN to Another LUN using Storage **VMotion** (SVmotion).
- Troubleshooting Microsoft Hyper-V and VMware ESXi VMs and virtual networks.
- Add/manage Storage LUNs to the ESX/ESXi, Rescan LUN, Create Data store, Set Path setting, RDM assignments.
- Deploying VMs to the students and customers through RDS and VDI.
- Preparing and maintaining the labs according to the Microsoft official curriculum.
- Responsible for the uptime of server and other computers in the office network and troubleshooting.
- Coordinating and monitor troubleshooting to isolate and diagnose common system problems: document system events to ensure continuous functioning. Recommend course of action and implement as approved.

Environment: WS 2008R2/2012, SCVMM, vCenter 5.0, Xen Server/Desktop/App

EDUCATION

Bachelor of Engineering (Information Technology)
Andhra University, India

2.1.2.2 Network Administrator

GEETHA SRIKANTH
Network Administrator

- 10+ years of IT experience.
- Working with **System Soft Technologies Global Pvt.Ltd** as Network Administrator from April 2021 to till date.



- Worked with **Datasoft Comnet Pvt.Ltd** as Sr. Networking engineer in Patra India Pvt Ltd (client location) from February 2016 to March 2021.
- Worked as a Networking Engineer in **ACS Technologies PVT.LTD, Visakhapatnam** from March 2012 to January 2016.

CERTIFICATIONS

Microsoft Certified Solutions Associate

TECHNICAL PROFICIENCIES

Routing: Default, Static, RIP, EIGRP, OSPF, BGP and QoS

Switching: VLAN, Trunking, VTP, STP, EtherChannel, PVST, MSTP, HSRP, VRRP, GLBP

WAN: VPN, SSL VPN, MPLS, SNMP, NTP, MPLSVPN, L2VPN

Network Security: ACL, IPSec, VPN, Port-Security, AAA and IPS/IDS

Wireless System: Cisco Aircap. Ubiquiti and EnGenius access points.

Monitoring Tools: PRTG and Nagios.

Radius Servers: Windows Radius server (NPS), TACACS, RADIUS.

Cisco Routers: 1800 / 2600 / 2800 / 3600 / 3800 /7200 series/ISR

Cisco Switches: 2950 / C2960 / C3560 / C3750 / C6500/ C4500

Firewall: Palo Alto, WatchGuard and SonicWall

SUMMARY OF WORK EXPERIENCE

SYSTEMSOFT TECHNOLOGIES GLOBAL PVT.LTD

April 2021 - Till Date

Responsibilities:

- Managing and configuring Firewalls, Routers, Switches, and access points
- Configured Palo Alto PA-440 Firewall migrated in 8 locations.
- Configured and managing Panorama management tool to manage PA Firewalls.
- Configured Site-to-Sites VPN and Tunnels between Branch-to-Branch offices.
- Configured Remote to Site Global Protect VPN with OTP Authentication.
- Configured and managing VLANs and Trunk on Firewall and Switches.
- Configured Cisco Aircap and EnGenius Wireless Access Point devices.
- Coordination with Multiple ISP for link failure & bandwidth related issues.
- Configuration of Network & Security devices based on the design & requirement.
- Configuring Palo Alto and WatchGuard firewalls with access-list, Nating, objects and required configuration.
- Firewall Firmware upgradation & installation.
- Maintenance and troubleshooting of Palo Alto, and WatchGuard firewalls.
- Enforce an access control policy as per the client requirement.
- Mitigating and Preventing Network Attacks and Dealing with Incidents and Suspicious activities in the network.
- Adding and managing new firewall rules



- Create web filtering profiles and applying in policies on Palo Alto.
- Widows Server / software Installation, Troubleshooting and support to the customers.
- Performed installations, technical support (Remote Desktop), troubleshooting LAN/ WAN, software and maintenance of network equipment, installed and upgraded software and hardware equipment, installation and commissioning of network devices.

DATASOFT COMNET PVT.LTD

February 2016 – March 2021

Responsibilities:

- Managing and configuring Routers, Switches and access points.
- Backup and restore Configuration file by using TFTP server, Kron.
- Configure VLANs and VTP, inter VLAN routing.
- Monitoring Network Monitoring tool PRTG and MRTG.
- Managing SonicWALL firewall NSA 4600.
- Deploying windows security update patches to all the windows clients through (WSUS).
- Managing ADDS, DNS, DHCP, WDS and Group policies and security permissions.
- Managing VPN and RDP services and troubleshooting issues.
- Taking backups from QNAP application.
- Handling ESXI, Virtual machines, vCenter and vSphere applications.
- Taking backups from VMware applications.
- Configure and maintain compute on Azure Virtual Machines.
- Troubleshoot Azure related issues for resolutions.
- Install and configured Azure remote desktop for user systems.
- Managing and Configuring Azure Firewall.
- Identity Access Management of Azure and AWS console.
- Management of S3 (Simple Storage Service) security & encryption in AWS.
- Creating EC2 instance and snapshots and Managing VPC (Virtual Private Cloud).
- Installing Symantec in Client machines through remote and manually and Configure Symantec Endpoint Protection Manger server, Upgrading SEPM version, applying SEPM polices to client systems.
- Creating Office 365 new user and assigning licenses and Handling permission levels in SharePoint.
- Users' password resetting and user deletions.
- Shared mailbox and distributing access creating and given access to users.
- Groups permissions and anti-spam filtering, logging and email tracking and transport rules.
- Troubleshooting Network, Outlook, Printers, NAS issues and application issues.
- Address user tickets regarding hardware, software, and networking.
- Providing turnstile access for employees.

ACS Technologies PVT.LTD

March 2012 – January 2016

Responsibilities:

- Installing and maintaining computer systems and network.
- Setting up computer workstations, including peripheral devices.
- Checking hardware for functionality.
- Installing and configuring software and its functions.
- Backup and Recovery data.



- USB and Network printer installation.
- Installation and troubleshoot OUTLOOK and LOTUS applications.
- Handle Customer queries and service requests.
- Installation, configuration and maintaining of D-LINK, BELKIN ROUTER devices.

EDUCATION

Bachelors in Computers

2.1.3 Technical Assistance

The following are the resumes of the technical assistance team at System Soft:

2.1.3.1 Senior System Administrator

KALYAN KUMAR System Administrator

A Senior System Administrator with 10+ years of professional experience, specializing in VMware, ESXi 8.0, Vcenter, Active Directory, Network and Server monitoring tools (PRTG, Nagios, MRTG, and LiberNMS), Employee monitoring tools (Teramind, Times Doctor), Zendesk ticketing tool, Azure, O365 Admin, SharePoint, Backup services, Patch management, Powershell script, SOC2 and CMMI audits, technical project management, and IT services.

Expertise in installing, configuring and debugging computers, operating systems, software packages.

A strong background in building and leading high performance technical teams to execute IT initiatives and technology transformations for enterprise clients.

CERTIFICATIONS

- MCITP Windows Server 2008R2
- MCSA
- MCTS
- CISCO Router and Switch Administration
- Red Hat System Administration
- Hardware and Networking

TECHNICAL PROFICIENCIES

- VMware
- Windows Server Administration
- SharePoint Administration
- Azure
- AWS
- AWS Cloud

SUMMARY OF WORK EXPERIENCE



Sr. System Administrator

SystemSoft Technologies

Sep 2019 - Present

- Manage a team of 8 IT professionals.
- Contributed to the documentation for CMMI certifications and SOC2.
- Worked with senior management to scop and build new features and applications that enabled 100% year-over-year revenue growth
- Directed the IT infrastructure team, ensuring 100% of customers or users tickets were completed on time
- Installing and upgrading on VMware ESXi servers with vCenter 6.0, 6.7 and 8.0.
- Monitored business application support, browser/profile/VPN/printer/Wi-Fi setup, and managing antivirus security Office 365, MS Outlook Mail Configuration & Troubleshooting.
- Printer Configuring & Troubleshooting. Disk Management, Partitions, and basic Networking, Map Drive, Data Sharing.
- Veeam backup for On-Premises VMs and iDrive Cloud backup.
- Installed and maintained a domain controller, Vcenter, and file servers.
- Maintained more than 500 servers including VMware ESXi and virtual servers with Windows Server 2012/2016/2019/2022
- and Linux.
- MSSQL all edition installation and DB-related issues resolving
- Installing and Troubleshooting Windows servers 2008/2012/2016/2019/2022 and Centos 6.8/7/8.0 operating system
- Windows Clustering and Vmotion for VMware experience.
- Active Directory Domain, User and Computers
- Remote Troubleshooting and basic software Installation
- Implemented and Handled Azure Cloud servers for the Client Development Team
- Each script auto-creates a fixed-size VHD/X file, mounts it, makes partitions, assigns a drive letter, installs OS through a wim file, and makes the partition bootable of that virtual hard drive without any user intervention.
- Moving VMs from one LUN to Another LUN using Storage Vmotion (SVmotion).
- Troubleshooting Microsoft Hyper-V and VMware ESXi VMs and virtual networks.
- Working and managing Active Directory Environment like creation/deletion of users, assigning groups, modified group
- strategy on a Windows 2008 domain using ADS.
- Adding memory and storage to VMs and increasing Physical and Logical Volumes at the OS level.
- Working on incident-related tickets generated by the service desk and providing all-level support.
- Troubleshooting basic issues like printer, MS Office, Outlook, and VPN.
- Migrating Files from the File server to the SharePoint server.
- Live VM migrations from one host to another host
- Maintaining backups by using the Veeam backup application for the on-premises and the iDrive application for the cloud backup.
- Azure AD conditional access for the MFA, Browser sessions expired, etc policy.
- Allworx, Ring central VOIP configuration.
- Zendesk ticketing tool configuration and maintenance.
- Monitoring tools for servers and networking.
- DUO applications implemented for MFA RDP.
- Teramind Employee Monitoring tool implementation.



Sr. Team Lead IT Administrator
Patra Corp
Feb 2016 - Sep 2019

IT Support Engineer
XTGlobal
Mar 2013 - Feb 2016

EDUCATION

Bachelors in Engineering
Karnataka State Open University, India

2.1.3.2 Server Administrator

SATISH CHAMANA
Server Administrator

- Server Administrator with 10 years of experience in **Windows VMware Administration**, Configuration Management and Cloud Implementations.
- Gained significant exposure in **Servers**, Networking, and Cloud resource management.
- Possess comprehensive knowledge in handling **Microsoft Azure, AWS, Hyper-V, VMware, Wintel Servers, Switches and Firewalls**.
- Effective in planning and designing of efficient networks by using **subnetting** and supernetting.
- A solid understanding of **Active Directory, Entra ID**, Networking, and security.
- An effective communicator with excellent interpersonal and problem-solving skills.
- Professional experience in Azure Administration **AZ-104**

CERTIFICATIONS

- Microsoft Certified Solution Associate 2008 (MCSA)
- Microsoft Certified Technology Specialist, 2008 R2 Server Virtualization (MCTS)

HIGHLIGHTS

- Successfully implemented **Hybrid Migration** from Exchange server to O365.
- Designed and upgraded the network for all locations.
- Successfully done the **zero-touch** installation of OS using answer files through **SCCM**.

TECHNICAL PROFICIENCY

Technology	CCNA, MCITP/MCSA, VMware, Azure, AWS.
Server OS	ESXi 6/7/8.0, Windows 10/11, Windows Server 2012/2016/2019, Cent OS.
Hardware	Dell PowerEdge, Cisco UCS, DELL EMC Storage, Cisco Switches, HP ProLiant DL, Kaminario Storage, Supermicro Servers.



Services	Kubernetes, ADDS, ADCS, DNS, DHCP, WDS, ISS, SSRS, Failover Clustering, NLB, RADIUS.
Applications	O365, SQL, SCM EHR, vCenter, SQL, ImageX, SCVMM, Proofpoint.
Firewall	WatchGuard, PaloAlto.

SUMMARY OF WORK EXPERIENCE

Client: Altera Digital Health, Dallas, TX

Jun 2022 – Till Date

Role: Expert System Engineer

Senior System Engineer in deploying Sunrise Clinical Manager EHR Software on multiple environments.

Responsibilities:

- Working with multiple global clients to implement and upgrade the Sunrise Clinical Manager which includes **ADDS, DNS, SQL, MSFC** and **IIS**.
- Installing and configuring Altera SCM suite of products, ELink/ISS, Unity.
- Installs and provides installation and data base administration support for core and non-core Altera Corporation software product(s) (for external and/or internal Customers) according to project and Customer specific requirements.
- Resolves complex implementation technical problems with the data base or software configuration.
- Converts Customers running obsolete Altera Corporation software to a new version including planning, installation, and testing.
- Prepares status reports and/or other Customer correspondence summarizing implementation issues for management and Customer personnel.
- Supports key technical staff with analysis, problem resolution, etc., through the installation cycle.

Environment: WS 2019, Azure, SQL Always-On, AD, SCM, ISS, MSFC.

Client: Delphian Trading, India

Sept 2016 – Jun 2022

Role: System Administrator

- Working on the incident and change management tickets generated by **Zendesk** and providing L2 and L3 support.
- Install and Configure Servers and Network devices for multiple new offices which includes **AWS, Azure**, and **Dell PowerEdge** servers, Watchguard firewalls, switches, access point configuration and VOIP phones.
- Maintained around more than 500 servers including **VMware ESXi** and virtual servers with Windows Server 2012/2016/2019.
- IP network design for each location with separate **VLAN** and **subnetting** for efficient usage and security.
- Installing, upgrading and Maintaining VMware ESXi servers with **vCenter 6.7/7.0/8.0**.
- Working on physical builds including RAID configuration and LAN deployment.
- Building and migrating VMs from On-Premises to **AWS** and Azure environments.
- Managing FC and iSCSI **Dell SVC storage** boxes for High Availability of VMs
- Configured and designed VM networks for different locations and **iSCSI storage**.
- Deploying multiple tenants with subscriptions and **O365 configuration**.



- Setup AWS and Azure Resources, local **AD sync** with AAD and configured hybrid environment for Exchange 2016 and O365.
- Implemented **MFA** using conditional Access policy in Azure for O365, VPN and other applications.
- **IAM** management in both **Azure** and **AWS** resources.
- By using VMware Compatibility Guide checking up the hardware compatibility to VMware versions and as per suggestions upgrading to latest patch versions of BIOS, Controller, **firmware's ESXi Drivers**, VSAN etc...
- Migrated mailboxes from **Exchange 2016 to O365**
- Migrating files from **DFS to SharePoint** using SharePoint online and offline migration tool.
- Configuring and managing **WatchGuard M400** and XTM Firewalls.
- Configuring and troubleshooting **Allworx** Server and VOIP phones to Users.

Environment: WS 2012/2016/2019, VMware 6.7/8.0, Azure, DELL Rack Servers, EMC Storage, WatchGuard, Allworx.

Client: Truven Health Analytics India Pvt Ltd, India

Aug 2015 – Sept 2016

Role: System Engineer

- Maintained around more than 6000 servers including physical and virtual servers with Windows Server 2003 / 2008 and 2012
- Installing, Managing and Troubleshooting Windows Server range operating systems (2008 and 2012).
- Worked on VMware ESXi servers with vCenter 5.0.
- Worked on physical builds from starch and storage configuration.
- Maintaining the SLA as per RFC's priority.
- Worked knowledge on **Service-now** ticketing tool.
- Worked on VM creation and customizing the VM according to the business requirement.
- Deploying security patches using **Heat patch** link tool.
- Analyzing dump file for root cause of the server reboot.
- Worked **MSCS SQL clusters** and load balancing the services.
- Worked on VM Failover clustering to make it highly available using **Hyper-V Shared Storage** Clustering in 2012.
- Worked on service **IPAK upgrades** and installing latest patches on the host servers from Microsoft IPAK library path.
- Maintaining applications on healthcare domain.
- Balancing the SQL database cluster drives by migrating the databases.
- Weekly server reboots and perform smoke test.

Environment: WS 2012, VMware 5.0, SQL Failover Clustering.

Client: Tech Mahindra, India

Jul 2014 – Aug 2015

Role: Senior Support Engineer

- Maintained around more than 50,000 servers including physical and virtual servers with Windows Server 2008 and 2012 environment located across all Regions.
- Installing, Managing and Troubleshooting Windows Server range operating systems (2008 and 2012).
- Worked on change related tickets which generated by **ITSM** and providing third level support.
- Worked on live migrations in Failover cluster management for patching the host serves.
- Worked on MSCS cluster creations and cluster remediation as per business requirements.



- Worked on service **IPAK** upgrades and installing latest patches on the host servers from Microsoft IPAK library path.
- Pre and Post health checks for the servers.
- Flatten and Rebuild of Servers (2008/2012).
- Creating VMs using templates in **SCVMM**.
- Migrating Virtual Machine to different Hosts as per customer requirement.
- In place Upgrade of Virtual Machines.
- NIC remediation and **NIC teaming** for the Physical & Blade servers.
- Managing the Virtual machines through Hyper-V and SCVMM.
- Format and reinstallation of OS on Blade Servers, Physical & Virtual Servers.

Environment: WS 2018/2012, SCVMM, MS Failover Clustering

Client: Indian Institute of Hardware Technology Ltd, India

May 2011 – Jun 2014

Role: System and Network Administrator

- Assisting in hardware installation and maintenance of workstations, servers, networked equipment, and other supporting hardware.
- Configuring and troubleshooting DC, ADC and DNS servers.
- Managing and restricting users from resources through group policy.
- Capturing, deploying and multicasting the OS through WDS and ImageX.
- Adding patches to OS and driver packages through WDS for boot image files.
- Creating and cloning images using vSphere and SCVMM.
- Creating and configuring ISCSI LUNs and attached to the **Hyper-V** and ESXi Servers.
- Building VM's and new Templates for new Projects and allocating them to appropriate Resource pools and add virtual resources to Windows and Linux VM's (Memory, vCPU's, disk space) through SCVMM 2008 R2 and vCenter.
- Moving VM's from one LUN to Another LUN using Storage **VMotion** (SVmotion).
- Troubleshooting Microsoft Hyper-V and VMware ESXi VMs and virtual networks.
- Add/manage Storage LUNs to the ESX/ESXi, Rescan LUN, Create Data store, Set Path setting, RDM assignments.
- Deploying VMs to the students and customers through RDS and VDI.
- Preparing and maintaining the labs according to the Microsoft official curriculum.
- Responsible for the uptime of server and other computers in the office network and troubleshooting.
- Coordinating and monitor troubleshooting to isolate and diagnose common system problems: document system events to ensure continuous functioning. Recommend course of action and implement as approved.

Environment: WS 2008R2/2012, SCVMM, vCenter 5.0, Xen Server/Desktop/App

EDUCATION

Bachelor of Engineering (Information Technology)
Andhra University, India



2.1.4 Software Management

The following are the resumes of the software management team at System Soft:

2.1.4.1 Application Development and Maintenance Delivery Manager

KRISHNA KASIBHATTA

Application Development and Maintenance Delivery Manager

27+ years of IT Industry Experience

Proven Global Delivery leadership roles for over 22 years

Worked with clients such as Citibank, American Express, HSBC, Bank of America, Army and Airforce Exchange Services, and Verizon

Experienced in program management for wide range of projects (from 1M to 50M) from cradle to grave with clear focus on benefits management, scaling up high performance teams quickly to meet customer demands, setting up strong engineering practices (CI/CD, DevOps, Test Automation, Build Management etc.)

Strong knowledge of process frameworks and continuous improvement frameworks – Waterfall, Agile, SAFe, Six Sigma, and enterprise architecture framework (TOGAF 9.2)

Specialization in platform conversions, custom development, package implementations in banking, credit cards and telecommunications domains

Deep technology expertise in various technologies/frameworks/languages like Java/J2EE, PEGA, AngularJS, VueJS, NodeJS, .Net, d3js, ExpressJS, Azure and AWS. Certified TOGAF Enterprise Architect Level 2 and AWS Certified Architect Associate.

Diverse experience in working across the globe (USA, Australia, Europe, Japan, South Africa and India)

Multiple accolades/awards received for my work from various clients

Passionate towards innovation and continuous learning, experience developing numerous tools/automations

Excellent communication skills, along with being a great team player

CERTIFICATIONS

Certified Scrum Master (2013 and continuing)

TOGAF Level 2 Enterprise Architecture Certification (2016)

AWS Certified Solutions Architect Associate (2021)

PMP/CSQA – Certified at one time, but now these are expired

EXPERIENCE

System Soft Technologies

July 2021 – Till Date

Vice President, Application Development and Maintenance Practice

Setup 10 member Low Code/No Code platform team and transition projects worth \$1 million to System Soft Technologies from platform vendor (CitizenDeveloper)

Scale up the .Net team from (3 members on shore+12 members offshore) to (7 members onshore+15 members offshore) within 3 months. This is commensurate with growth of revenue from around \$250K to approximately USD \$2 million achieved for 2021.

Leading Cloud Native custom software development for multiple clients

Successfully setup a SaaS communication Center service for one healthcare customer

Successfully transitioned production support and maintenance for one client Construction Journal, and setup a 11 member team for another healthcare customer

Contribute to solutions and estimates for proposal responses to various client needs



Establish strong engineering practices and drive towards adoption of complete DevOps processes
Managing delivery for all .Net and Java/J2EE projects including design reviews, process design and improvements, and targeted delivery outcomes

Verizon Wireless (Techpillars)

April 2019 – June 2021

Lead Program Manager for the Verizon Business Group, delivered the following results:

Technology impact assessment and T-Shirt sizing of over 350 business initiatives spanning across 10 work streams and over 40 revenue/cost levers within a short time span of 4 months. Includes target architecture alignment and dependency mapping for over 180 initiatives.

As a Lead Program Manager, implemented multiple technical programs spanning 2020-22 – analytics platform, lead and marketing management, Robotic Process Automation, PEGA platform, workflow implementations for presales/post sales/service management, and contract digitization/contract life cycle management.

Army and Airforce Exchange Services (Consultant from Tech Pillars) – AAFES (Techpillars)

July 2017 – Mar 2019

Technical Project Manager for Army and Air Force Exchange Services in their Military Star Credit card portfolio

Delivered multiple business asks viz., lockbox enhancements for customer payment processing, credit bureau dispute batch automation, instalment loans implementation on the credit card processing platform and enhancements to customer facing web and mobile apps with no schedule slippages, within planned costs and no critical bugs post implementation.

System Soft Technologies

November 2014 – March 2017

Technology Practice Manager to establish Java/J2EE and Microsoft Technologies stacks.

Grew the technology practice line from 10 people to 50 people in 1 year.

Won 4 projects worth around 1 million dollars of revenue through competitive bidding

Established software engineering capabilities in System Soft Technologies – things such as NUNIT/JUNIT adoption, Selenium for test automation and PMD/CheckStyles/SonarQube/Git/TFS implementation.

Delivered multiple internal applications – Portal for company employees, applications for RFP management, Immigration, Service Desk etc.

Implemented asset management tool for the company.

Designed and delivered an RFP tracking tool – from the time the RFP is captured through to final dispensation of the RFP and win-loss analytics.

Bank of America

August 2012 – July 2014

Production Support Manager for Consumer Deposits and Insurance areas for Bank of America.

Transition Strategy established within 1 month and executed 6 months to transfer 15 vendor roles internally while optimizing 20 vendor roles. Established more than one person with deep functional and production support knowledge for each of the six critical applications through result-oriented knowledge management plan. Delivered value add of over 2 million over the two-year period to business.

HSBC (Capgemini)

September 2005 – June 2012

Offshore Program Manager for multiple key programs



Delivered HSBC India-Indonesia-Vietnam program over 18 months and across 15 Capgemini teams with over USD \$12 million budget by establishing cross program Requirement Traceability, Critical-To-Quality factors across the program, and tracking the deliveries to those to ensure the program benefits are fully realized. This program was delivered on time and within budget with a very high level of quality.

Delivered compliance enhancements for 13 countries for HSBC on-time and with zero critical defects post implementation.

Delivered multiple major enhancements for core credit processing platform to cater to multiple business requirements and capabilities across 13 different countries in which HSBC operates.

American Express

April 1996 – September 2005

Production Support Manager

Supported WebSphere migration (3.1 to 5.0) to ensure minimal customer impacts

Established end-to-end monitoring framework cutting across multiple technology platforms

Reduced the backlog of outstanding production issues by 75% in a year

UAT coordination for credit card rollout in Japan.

Education

Master of Engineering

INDIAN INSTITUTE OF TECHNOLOGY (IIT), ROORKEE

Bachelor of Technology

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY

2.1.4.2 Lead Developer

SANDEEP POTHIREDDY

Lead Developer

SUMMARY

An accomplished Lead Developer with 8 years of experience designing, developing and deploying front end systems across various business units.

- Expert in Development and Implementation of Business and Technical Solutions
- A Computer Science Engineering graduate with proficiency in designing and programming trading systems using predictive analytics.
- Expert in Delphian® proprietary State Modelling™ technique based on machine learning models which helps identify whether stock is bullish or bearish and the target prices.
- Understands and builds on Delphian’s .Net framework applicable to each project and contributes towards building reusable assets.
- Critical thinking and problem-solving areas are my passion and thrive to use these skills effectively to resolve conflicts and increase my teams and my productivity.

TECHNOLOGY COMPETENCIES

Programming Languages	C#, VB.Net, ADO.Net, LINQ
Web Technologies	ASP.Net MVC, HTML, CSS, AJAX, Bootstrap3.0, Less
Database	SQL Server 2008 / 2012 R2
Service Development	WCF, WebAPI



SANDEEP POTHIREDDY

Lead Developer

Scripting and UI	Java Script, J Query, Telerik controls, Highcharts, Hiqpdf
Architecture	MVC 4.0, 5.0
Microsoft technologies	Entity Framework, Dapper
Other	Microsoft Visual Studio 2010, 2012, 2013, Microsoft Office, Team Foundation Server (TFS), Visual Safe Source

SUMMARY OF WORK EXPERIENCE

System Soft Technologies

2014 – Present

Built an impressive record of achievements driving continued / sustained competitive growth throughout my professional career. 8+ years of IT experience - good understanding of all stages of Software Development Life Cycle (SDLC) with proficiency in development of Web and Windows Applications. Strong knowledge and expertise in working with MVC design pattern, Web Forms, C#, .Net Framework and Delphian's tools, techniques and frameworks.

PROFESSIONAL PROJECTS

PROJECT #1

SENIOR .NET DEVELOPER DELPHIAN INSTITUTIONAL

July 2017 – Present

Large hedge funds and financial institutions use custom developed strategies. To arrive at these strategies, there will be number of financial analysts working towards this goal. Delphian enables all these financial analysts to design, test and optimize intra-day strategies. Collaboration module to share between all analysts helps move research forward at lower cost. Reporting module is enabled via PDF export and securing the models developed for these institutions via entitlements is developed.

Role

- Involved in all phases of development including analysis, design, development, data migration, testing and production implementation services necessary for Delphian reporting and collaboration module.
- Worked with User documentation team to successfully integrate HTML help pages with User Interface.

Key Achievements:

- Designed and developed Delphian reporting and collaboration modules using ASP.NET, C# .Net 4.0 framework, .Net web services
- Enhanced core functions of the product to setup alerts on daily bases and administer trading using auto trading model for current customers.
- Implemented admin screens to enable dynamic User Interface and allow multi-tenancy.
- Used Kendo UI for data representation
- Used hiqpdf for generating pdf report in Delphian User Interface

Technologies

ADO.Net, C#, LINQ, HTML5, CSS3, AJAX, Bootstrap3.0, MS-Access, SQL Server 2008 / 2012 R2, WCF, MVC 5.0, Hiqpdf, Kendo UI

PROJECT #2

.NET DEVELOPER TRADE STRATEGY DESIGN FOR STOCKS & OPTIONS TRADERS February 2016 – June 2017



SANDEEP POTHIREDDY

Lead Developer

Designing trade strategy in derivatives trading is very difficult. Delphian addresses these challenges and paved a way to design and optimize trading strategies for Stocks & Options. Also, there are pre-canned studies developed using state modelling outputs. Integration to brokerage allowed to send trades directly to partnered brokerage accounts. Redesigned navigation elements to improve usability and secure data leaks.

Role

- Involved in rebranding of the Delphian (previously known as Key2Options) product to support Stocks, Options, Futures and Commodities.
- Developed new back end and web pages to support new features after rebranding.
- Upgraded the Delphian product web pages in ASP.NET MVC framework using C#.
- Production support for administration modules and enhance on boarding of new organizations.
- Implemented Back-end code for UI.

Key Achievements

- Successful developed and launched the all new rebranded application.
- Integrated the application with Tradier Brokerage for real-time trading.
- Boosted the finite-state machine algorithms that gives more alpha (power) for users.
- Enhanced core functions of the product to setup alerts on daily bases and administer trading using auto trading model for current customers which increased the system usability by 40%.
- Provided production support for administration modules and enhanced on boarding of new organizations.
- Improved User Experience by 40% by adding DailyWatch™ and Idea Nook features in application.
- Reviewed entire code to increase performance of WebUI by 75%.
- Used Highcharts and Highstocks for display charts in Delphian

Technologies

ADO.Net, C#, LINQ, HTML5, CSS3, AJAX, Bootstrap3.0, MS-Access, SQL Server 2008 / 2012 R2, WCF, MVC 5.0, Highcharts, Highstocks

PROJECT #3

.NET DEVELOPER

STOCK & OPTION DATA PROCESSING

March 2015 – January 2016

Delphian (previously known as Key2Options) carries historical stock and options data from beginning of 2007. Ongoing basis, data is collected from multiple vendors and processed for Delphian analytical model. Clean and high-quality data is critical for successful analytical models. Cross checking algorithms are developed using mathematical and statistical models that can flag inconsistent records. Further analytical process replaces right values. Indicator calculations for historical data and an efficient daily processing is created to enable 21M data records on every market opening day.

Role

- Developed SQL and SSIS Packages and SQL Server Reporting Service (SSRS) Reports using SQL Server with heterogeneous sources of databases and files.
- Proposed and implemented various admin Tools to Setup Account Based Alerts based on each profile, Broadcast messages with expiry period, posting a data inconsistency messages using front end screen, Admin functionality with web-based interface on same application, etc.



SANDEEP POTHIREDDY

Lead Developer

- Performed a vital role as a bridge between the Business team and the front-end development Technology team for technical queries from IT and passing business requirement to IT by finalizing best efficient technical approach.

Key Achievements

- Delivered a centralized codebase and enhanced quality of services with minimal cost of maintenance.
- Enhanced core functions of the product to setup alerts on daily basis and administer trading using auto trading model for current customers.
- Automated data processing for handling stock splits and dividends.
- Automated historical indicator calculations using Delphian's proprietary models.
- Automated daily jobs for data processing that reduced processing time considerably.

Technologies

ADO.Net, C#, LINQ, HTML5, CSS3, AJAX, Bootstrap3.0, MS-Access, SQL Server 2008 / 2012 R2, WCF

PROJECT #4

ASSOCIATE DEVELOPER

STATE MODELING ALGORITHMS

June 2014 – February 2015

State Modelling is based on discrete mathematics called "finite state modelling". This model helps to identify the direction of the stock and hence giving an investor/trader a good entry point. Based on machine learning model, multiple algorithms help identifying price target levels in the predicted direction helping traders to take profits or manage position to lock profits. At times, when stock goes in counter direction, this model helps identifying stop loss positions helping traders to limit losses. In addition to targets, this models also predicts expected time to reach the target points.

Role

- Developed statistical models using SQL procedures, R language and C# routines
- Coded complex Stored Procedures, T-SQL Statements using SQL server 2005 and SQL Server 2008 R2

Key Achievements

- Created Micro level and functional level role-based control on functions and fields including field value controls.
- Created Technical Specifications and Architectural documentation.

Technologies

ADO.Net, C#, LINQ, HTML5, CSS3, AJAX, Bootstrap3.0, MS-Access, SQL Server 2008 / 2012 R2, WCF

EDUCATION

Bachelor of Technology in Computer Science

Kakatiya Institute of Technology and Science, Warangal

2.2 Key Personnel

System Soft shall assign IT Recruiters and Regional Account Executive explicitly dedicated to the City account. Because of its rich history and strong North American presence with six offices and remote teams spread over each region and depending on demand, System Soft can easily add additional dedicated recruiters and Account Managers to the City account.



2.2.1 Regional Vice President

Daniel McMahon Regional Vice President

Daniel has 20 years of professional experience working in the Information Technology Industry as a Strategy Leader, Business Development, Recruitment, and Account Management Executive. He is responsible for setting goals and developing business and revenue growth plans—researching, planning, and implementing new target market initiatives.

Excellence in leadership and delivering quality results are of the utmost importance to him. He takes pride in applying the highest standard efforts to attain these goals. Has received recognition in the areas of:

Strategic Business Initiatives

Sales and Marketing

Account Management

Client Management & delivery

Proven sales leader with experience growing \$100m sales teams and bringing new technology to market. Has lead sales initiatives, building, and managing direct sales teams for different organizations across the country. This includes implementing sales enablement for the channel, establishing and sustaining relationships with executive level management of major prospects and customers on enterprise opportunities. Has also worked closely with Chief Executives and Board of Directors formulating targeted objectives, strategy, tactics, budgets, milestones, and metrics to optimize profitable revenue growth.

EXPERIENCE

System Soft Technologies, Denver, CO

April 2021 – present

Regional Vice President

He is responsible for Business Development, Program Management activities as well as staffing Solutions, Products and Services, Account Management, Alliances and Partnerships.

Daniel has extensive experience in managing various state government projects, including the **State of Colorado, City of Minneapolis, City of Arlington, City of Fort Worth, City of Phoenix, State of California, State of Minnesota, State of Oregon, State of Washington, State of Georgia, State of California, State of Texas, other State and Federal clients.**

- Led the regional Sales, Business Development and Technical Recruitment Functions in a proactive manner, in alignment with company growth targets and objectives.
- Build and lead a team of Sales Hunters to increase direct-to-client business and new logos.
- Drive a regional recruitment team to deliver recruiting services through key recruiting metrics and reporting measures that ensure accountability and process compliance with client-specific SLAs (Service Level Agreements).
- Create, organize, and implement innovative and scalable strategies and solutions that enhance the company's visibility/reputation in the IT staffing and consulting market.
- Inspire the sales team members to deliver new logos while continuing to expand and maintain the existing client base across System Soft.



Daniel McMahon

Regional Vice President

- Develop, monitor, and report sales and recruitment metrics & KPIs, executing against annual operational plan.
- Mentor and develop competencies of Sales and Recruitment teams to maintain optimal individual and team performance.
- Develop proactive sales prospecting and recruitment strategies that will increase our existing customer base, account footprints, recruitment velocity and delivery speed.
- Hire recruiting staff and expand the geographically dispersed recruitment team across global regions in support of recruiting and hiring programs.
- Establish, maintain, and communicate talent market expertise including comprehensive external view of industry trends and competitors and emerging technologies; provide expertise in market insights and talent landscape to boost market competitiveness and drive success.
- Evaluate and redesign processes to ensure positive candidate experience, interview management, competency alignment, process improvement and automation.
- Research, market and effectively present our services to new and existing clients
- Build and deliver accurate recurring reports for gross margin, staffing, and delivery scorecards.
- Create a collaborative relationship between Sales, Marketing and Talent Acquisition departments, in order to enhance the System Soft employer brand via social media, industry conferences, and other related marketing media, to attract and recruit top talent.
- Create department budget and achieve budgeted financial performance for the business line, in addition to measuring and monitoring department SLAs for effectiveness, timelines, candidate quality, delivery of recruitment services & client satisfaction.
- Act as executive level client escalation contact for services engagements, representing the company and client needs, while supporting and championing your team.
- Manage vendor management system for IT Staffing Resource Staff for System Soft
- Post IT positions to VMS Portal, screen candidates and forwards to hiring managers.
- Source applicants to ensure they are equipped with the knowledge, skills and abilities to perform the required duties of selected IT positions.
- Work with hiring managers to determine job classification, duties, pay grades for IT positions.
- Work with hiring managers to schedule interviews and participate on interview panel as requested for IT positions.

Vincent Benjamin, Denver, CO

April 2016 – May 2021

Managing Director

- Full P&L responsibility for a \$12M office with IT and Accounting & Finance Divisions that include temporary and direct hire service offerings.
- Consistently grew year over year revenue from 2016 to current as follows:
 - 2016 to 2017 52% yoy growth, 2017 to 2018 60% yoy growth, 2018 to 2019 62% yoy growth, 2020 41% yoy growth.
- Introduced Accounting and Finance Division in 2019. \$1.3 M in contract revenue year one and \$425K in perm. (Perm Division not established until Q2 2019)
- Responsible for hiring, training, and coaching for all associates in the office which included shadowing on client visits, interviews, role plays and weekly one-on-one meetings.

**Daniel McMahon**
Regional Vice President

- Instrumental in creation and roll out of sales and recruiting training to the entire firm that included the creation of a learning management system (LMS)
- Spearheaded field training on CRM when firm migrated from Maxhire CRM to Bullhorn ATS/CRM.

Robert Half International, Denver, CO.

May 2010 - March 2016

Denver Branch Manager

- Managed Technology line of business for Denver office with a team of 25 employees that included Division Directors, Recruiting Managers and Account Executives.
- Introduced Salaried Professional Services to the Denver Market in 2015 and grew to \$104,400 in weekly revenue by March 2016.
- Grew Denver Branch revenue by 54% yoy.
- Recruited, hired, trained and mentored all branch staff members.
- Responsible for monthly one-on-one meetings to ensure individuals meet their weekly and monthly KPIs and exceed expected standards of performance.

Robert Half International, Various Markets, USA

June 2012 – October 2015

Vice President Strategic Accounts

- Exceeded personal budget and billed \$5 million in the first 12 months.
- Responsible for solution-based services, delivered through wholly owned subsidiary named Protiviti.
- Focus on Healthcare, Education, Manufacturing, Retail, Communications, Technology and Fortune 1000/500 firms.
- Provided consulting, thought leadership and managed services for the following practice areas:
 - Cybersecurity (PCI, HIPPA, Threat Assessment, GDPR, Audit Assessment, BC/DR)
 - Change Management, Solution and Process Design, Business Process Improvement, Technology Strategy, Digital Transformation and Data Center Risk.
 - Audit, Risk Analysis, Risk Management, Program Management.
 - Infrastructure Outsourcing, Management and Delivery.
- Partnered with Protiviti to sell and offer application specific services that include:
 - Custom Development in .Net, SharePoint, Java and Salesforce.
 - System/ERP Selection and ERP Management, Enterprise Data Migrations and BI Strategy.
- Created an awareness and established business in Southern California, Texas, Colorado, Utah, Arizona, Nevada and Missouri.

Robert Half International, New York, NY

May 2010 – May 2012

Division Director

- Honored with 2012 Chairman's Club award, #1 worldwide, year over year sales growth in the New York City Market.
- Implemented KPI based sales model that increased gross margin from \$2.4 million in 2010 to over \$5 million in 2011.
- Worked with District Management to develop an annual budget and business plan and provide day-to-day supervision and leadership to direct reports.



Daniel McMahon
Regional Vice President

- Responsible for hiring, training and mentoring Account Executives and Recruiting Managers.
- Pioneered the launch of Salaried Professionals Consulting Services Program within Robert Half Technology.
- Grew revenue in Salaried Professionals program to over \$3 million in the first year.
- Finished 2011 with split adjusted gross margin of \$1.1 million in personal production.
- Used tenured business development experience to grow a new client base and partner with C level executives in small to midsize companies.

The Judge Group, New York, NY

November 2007 – April 2010

Branch Manager

- Manage day-to-day operations in the New York City Office
- Sell and develop staffing opportunities nationwide
- Offer full range of Information Technology staffing solutions
- Develop lead generation strategies and marketing plans for new accounts
- Work with vertical markets such as government, pharmaceutical, financial, banking, telecom, manufacturing, retail, media and educational institutions
- Create recruitment practices and processes that maximize efficiency and timeliness of hires
- Implement staffing strategies to provide a qualified and diverse candidate pool
- Source and identify candidates through existing contacts, internal referrals, postings, advertising campaigns, university relations and direct recruiting

Robert Half International, New York, NY

March 2007 – October 2007

Technology Account Executive

- Develop and grow a client base in Manhattan and surrounding boroughs
- Use proven sales and technical background to develop and grow a client base by selling our services for contract and/or full-time staffing solutions.
- Make telephone sales calls and conduct in-person meetings with key managers to senior-level executives, for the purpose of selling our services to prospective clients and building on existing client relationships.
- Recruit, interview and place highly skilled IT professionals.
- Responsible for solidifying Robert Half Technology's presence in the local marketplace through consistent participation in networking organizations and events.

Clear Channel (iHeartRadio)

March 2005 – March 2007

Senior Marketing Director Total Traffic Network

- Cultivate new sales relationships for Total Traffic Network.
- Target prospects and perform client needs analysis.
- Organize seminars and present Total Traffic Network concept.
- Identify marketing initiatives through customer research and analyze industry trends and competitive landscape.



Daniel McMahon
Regional Vice President

- Create, trend and evaluate internal metrics and management reporting to identify marketing performance and effectiveness of products.
- Develop strategic plans to create internet presence and increase revenue.

Clear Channel (iHeartRadio)

March 2002 – March 2005

Information Systems Director

- Directly supervised employees in the Information department.
- Responsible for interviewing, hiring, and training employees.
- Maintained all internal applications and upgraded as necessary.
- Monitored web servers and server cluster for internal applications.
- Managed employee relations and compliance issues such as attendance, dress code, performance, and terminations.

EDUCATION

Syracuse University Master of Science in Information Management

Le Moyne College Bachelor of Science in Management Information Systems

2.2.2 Account Manager

Neha D. Desai
Account Manager

- Master's Degree in Business Administration from accredited U.S University in Florida.
- Professional 15+ years of experience in the field of Operations Management, Finance and Accounting as well as Strategic Business development.
- Excellent verbal and written communication skills, reading comprehending and interpersonal and analytical skills.
- Good supervisory skills, including articulating tasks, delegating and monitoring and controlling a workflow
- Excellent Team-building skills.
- Thorough knowledge and experience with Applied Machine learning and data analytics tools like R programming, Tableau, R Studio, Splunk, Rapid Miner
- Ability to adapt to new technologies.
- Strong ability to find creative solutions to new problems as they arise.
- Play a major role in specific enhancements of current business financial systems to meet changing business needs and priorities. Played a supportive role in training business staff on the effective use of specific new business financial systems and enhancements during implementation.
- Committed team player, with excellent communication skills and self-starter, capable of working independently. Good problem solving skills, initiative and judgment. Good business understanding and effective at working across multiple teams within an organization.



Neha D. Desai Account Manager

Technical Skills and Tools:

- Microsoft Office – Word, Excel and PowerPoint. Worked extensively on MS Office tools - Microsoft Excel, Word, Access and Power point for preparing and analyzing financial reports and conduct quantitative and qualitative Analysis. Modeling in Excel.
- Pivot Tables –financial reporting tool
- Applied Machine learning and data analytics tools and technologies – to collect, extract, mine, analyze, visualize and present business data.
 - R programming, R Studio, Python, Tableau, Rapid Miner and Splunk.
 - Data structure, Data warehousing, Data mining and analysis,
 - Pattern recognition, trends analysis, data relevancy, data modeling,
 - Predictive and Descriptive analytics,
 - Data visualization techniques and more. The courses also utilize big data analytical tools and products --.
 - Tableau
- Quick Books – For business planning and preparing Budgeting and different reporting structure like Cash Flow statements, balance sheets and other financial reports,
- ADP Pay Expert, ADP EazyLabor,
- IBM Lotus.
- Siebel - Customer Relationship Management (CRM) Applications
- Experience working with Chordiant business process tool. Business Process Management (BPM)

Core Competencies:

- Operations Management
- Business Development & Business Analysis
- Team Leadership & Performance Management
- Project Management & Process Streamline
- Vendor & Budget Management
- Account Management

System Soft Technologies, LLC

January 2009- Present

- To understand business requirements & collaborate with managers to clarify management objectives & ensure successful implementation of solutions.
- Prepared management reports defining & evaluating problems & recommend solutions. Analyze information obtained from management to conceptualize & define operational problems; study & analyze information about alternative courses of action.
- Managed day-to-day planning and operations in order to meet required service level components, standards & sales targets.
- Identify training needs & train Jr. team Members when necessary.
- Lead the business assessment/requirements processes.
- Significant contribution to the establishment of the company by providing input and suggestions to the management team.
- Coordinated with Team leaders and Managers and identify issues and recommending solutions.



Neha D. Desai
Account Manager

- Direct the Training Needs Analysis & Quality Improvement Projects by co-coordinating with the team leaders and team managers.
- Direct interaction with the client to understand business requirements.
- Managed day-to-day planning, operation and problem-solving of a team of agents to meet with the required service level components, standards and sales targets. . Define Analyze and evaluating problems and recommending solutions
- Worked with management in Decision making on any matters relating to improving revenue generation & customer satisfaction with regards insofar as it affects customer service, business process handling and BPO process management.
- Acted as a liaison function between business users and project team

Accomplishments:

- Awarded the “Best Employee Award” with System Soft Technologies for outstanding work performance and skills.
- Achieved a “Certificate of Appreciation” for participation in the “Management Meet” held by Management institutions.

EDUCATION

Emory University, Atlanta, GA
Certification course: Certificate in Big Data and Data Analytics
Field Of Study Big Data and Data Analytics

Master of Business Administration (MBA) in International Business
Graduated: December 19, 2008
University: Schiller International University
Tampa, Florida, United States of America

Bachelor’s in Business Administration (BBA)
Graduated: May 2002
University: Rajju Shroff Rofel Institute of BBA Program,
University of South Gujarat

2.2.3 Director of Corporate Operations

David M. Quish
Director of Corporate Operations

- Possesses a strong foundation in customer relations and situational assessments.
- Proofreads and edits documents and agreements.
- Demonstrates an ability to prioritize actions to improve processes, with applicable experience in computers, MS Access database development, spreadsheets and report preparation.



David M. Quish
Director of Corporate Operations

SYSTEM SOFT TECHNOLOGIES

July 2013 – Present

Responsibilities: Managing the complete contract/agreement execution cycle, to include: distributing workload to team members, overseeing the contractual negotiation process, ensuring legal compliance throughout the contracting process, ensuring appropriate personnel are informed of contract terms, resolving conflicts/disagreements over interpretation or implementation, facilitating development of new and existing vendor/client relationships, monitoring data records input into information systems, conducting weekly team meetings to review contract related matters and producing weekly activity reports.

Manager, Patient Complaints

April 2002 – July 2013

Responsibilities: Providing help and assistance to customers with escalated issues across all service areas, ensuring appropriate outcomes to formal complaints through both verbal and written responses to various Attorneys General offices and other government agencies, keeping accurate records of communication and correspondence in a self-designed complaint database, meeting with other managers to discuss service improvements and interacting with a team of customer service representatives. Additional tasks include managing the product recall process, overseeing all medical records requests and fulfilling global manager-on-duty responsibilities.

Manager, Property Accountant

August 1994 – December 2001

Responsibilities: Tracking the entirety of financial transactions associated with the hotel to ensure that all revenues and expenses are recorded and handled accurately. Producing month-end accounts for general ledger reconciliation - profit and loss, as well as daily balance sheets. Assisting in preparing budgets and business planning. Managing accounts payable and accounts receivable. Overseeing and producing food and beverage inventories (monthly/yearly). Guiding payroll process across departments.

EDUCATION

- University of Florida, Master of Science in Recreational Studies, Tourism & Destination Marketing
1992 – 1994
- University of Florida, Bachelor of Science in Business Administration, Management
1987 – 1991



3 Cost Proposal

Job Title	Hourly Rate
Senior Information Security Analyst	\$135
Information Security Analyst	\$115
Information Security Manager	\$125
Information Security Auditor	\$110
Information Security Project Manager	\$125
Help Desk Analyst	\$65
IT Instructor	\$65
PC Configuration and Installation Technicians	\$50
PC Troubleshooting and Repair Technicians	\$50
Telecommunications Technicians	\$50
Data Communications Technician	\$50
Data Communications Engineer	\$80
Network Administrator	\$85
Network Engineer	\$90
Network Operations Technician	\$60
Project Manager	\$115
Systems Analyst	\$80
Application and Support Manager	\$120
System Manager	\$120
Technical Services Manager	\$100
Network Manager	\$100
Telecommunications Manager	\$100
Developer	\$90
Database Administrator	\$90
Interface Software Developer	\$90
Interface Analyst	\$75
Systems Administrator	\$85



Operations Manager	\$78
Systems Operator	\$65
Data and Voice Cable Technicians	\$50
Quality Assurance Analyst	\$80
Business Analyst	\$88
Windows Administrator	\$85
UNIX Administrator/Engineer	\$90
Field Technician	\$55
Systems Programmer	\$90
UI/UX Designer/Programmer	\$90
Cloud Native Architect	\$120



4 References

North Carolina Department of Health and Human Services

Contact	Soujanya Vallapuneni Information Security Officer
Phone	919-410-4307
Email	soujanya.vallapuneni@dhhs.nc.gov
Address	1050 Umstead Dr, Raleigh, NC 27603
Project Name	Security Assessment of North Carolina Families Accessing Services through Technology Program (NC FAST)
Services Offered	System Soft provided services for penetration and vulnerability testing of applications and infrastructure.

HCL Global

Contact	Prasad Gadde President
Phone	(248) 787-6994
Email	gadde@hclglobal.com
Address	24543 Indoplex Circ Suite 220 Farmington Hill, MI 48335
Services Offered	Information Technology Staffing Services

Sysintelli

Contact	Natty Manager
Phone	858-271-1661 x1021
Address	9466 Black Mountain Rd,#200, San Diego CA-92126
Services Offered	Information Technology Staffing Services



5 Addendums

System Soft acknowledges receipt of Addendum #1 February 23, 2024 to this proposal.



SUMMARY

System Soft looks forward to actively market this effort and supply the City with unparalleled Information Technology Services.

We have carefully organized and reviewed our RFP response to align with the scoring criteria found within the City's RFP document, and we are confident our response will qualify as a viable vendor.

By selecting System Soft, the City will be partnering with a service provider that maximizes the use of proven leading-edge technology, propriety knowledge base, and careful selection of alliance partnerships. This ensures fast delivery of intuitive technology, user configuration, cloud portability, and secure software solutions that are all achieved at the most competitive cost.

We appreciate the opportunity to provide this response and look forward to building a mutually successful partnership with the City.

Again, thank you for the opportunity for System Soft to deliver this RFP response. We look forward to supporting the City of Delta.

System Soft Technologies
3000 Bayport Drive, Suite #840
Tampa, Florida 33607
(727) 723-0801

www.sstech.us

THE STATE OF SECURITY IN THE PUBLIC SECTOR

Ransomware attacks have frequently increased against state and local government institutions, threatening operational functions and budgets and protecting constituent data.

 **95%**
worldwide

Cyber-attacks targeting governments increased 95% in just six months.



Primary reasons behind government cyber-attacks:

Monetary 80%
Data Secrets 18%
Ideology or Anger 2%

The data breach cost in governmental public sectors **escalated by 7.25%.**

Average total costs jumped from **\$1.93 million to \$2.07 million.**

Source: <https://parachute.cloud/cyber-attack-statistics-data-and-trends>

WHAT CAN BE DONE?

Seventy-three percent of organizations who partnered with managed security services and managed detection and response providers saw a reduction in the impact of disruptive cyber incidents.

HOW CAN WE HELP YOU?

System Soft Security brings together a seasoned team with **60+ combined years of real-world experience** to provide custom solutions tailored to your business needs.

We offer full-spectrum services, act as trusted partners, and provide a unique follow-up testing approach to deliver ESO, VAPT, GRC, advisory, and consulting services. Our experts specialize in comprehensive security assessments, penetration testing, and policy development to enhance your security.

System Soft assists organizations in achieving NIST compliance, conducting tests, and enhancing security for government departments, including Revenue, Health & Human Services, State Toll Systems, Energy, Courts, and higher education nationwide.

OUR SERVICES + SOLUTIONS

We offer comprehensive cybersecurity services to strengthen your organization's security posture:

SECURITY ASSESSMENTS

- + Comprehensive review of information systems
- + Identify vulnerabilities, risks, and strengths
- + Includes testing, compliance guidance, and business continuity planning

SECURITY ARCHITECTURE SERVICES

- + Customized security design and implementation
- + Network segmentation for enhanced security
- + Data protection with encryption and IAM
- + Cloud security for Azure and AWS

SECURITY FOR COMPLIANCE

- + Audits for compliance with standards like NIST, HIPAA, SOC, and more
- + Ensuring adherence to regulations like PCI-DSS, GDPR, and ISO/IEC
- + Using frameworks including OWASP and Cyber Security Framework

SECURITY SERVICES COVERED

System Soft's Security Practice provided a wide range of security services for projects over the last 12 months alone, including:

- + VAPT
- + Social Engineering
- + Wi-Fi
- + Email campaigns
- + Web application assessments
- + GRC compliance
- + and more.

In addition, we conducted comprehensive Pen testing, network scanning, policy reviews, and infrastructure hardening.

SATISFIED CUSTOMERS INCLUDE:

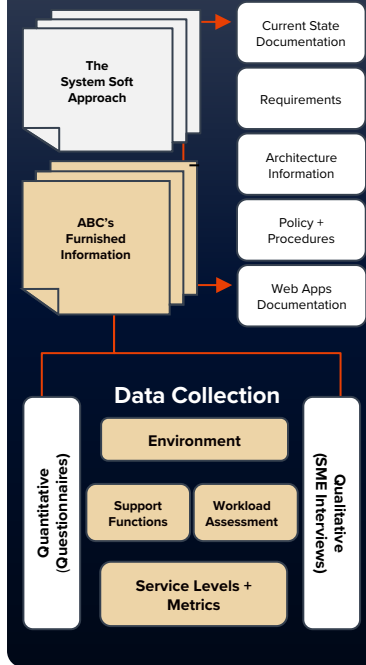


PROVEN DELIVERY PROCESSES

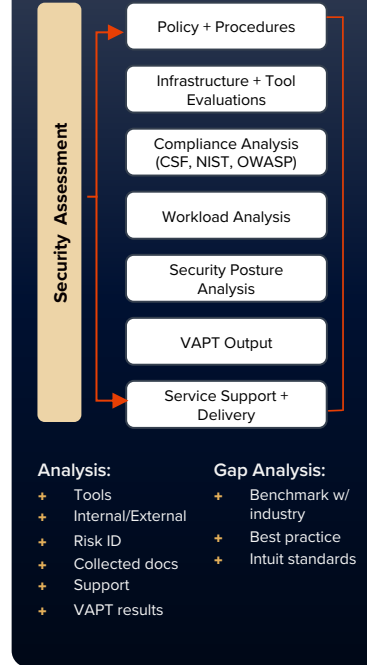
Plan

- + Design Scope
- + Guidelines
- + Assumptions
- + Restrictions
- + Policies
- + Identify Stakeholders
- + Organizational HW/SW Standards
- + Roles + Responsibilities
- + Setup Interviews

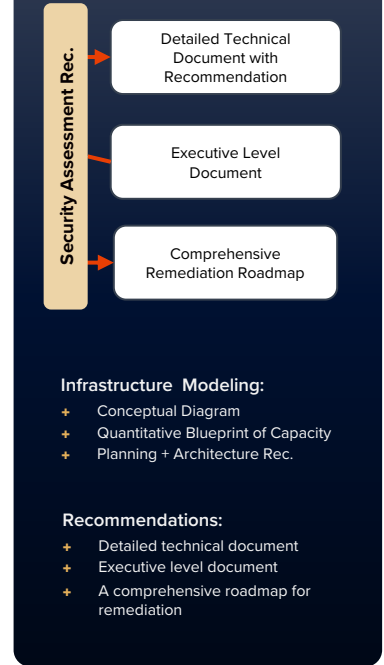
Data Collection



Analysis/Design



Recommendation



FLEXIBLE ENGAGEMENT OPTIONS

CONSULTING SERVICES

Fixed Fee

- + Defined Scope
- + Defined Timetable
- + Deliverables-Based

Time + Materials

- + Shared Accountability
- + Scalable Resources
- + Flexible Duration Defined

NEARSHORE SERVICES

Hire, Train + Deploy

- + Unique Talent Acquisition
- + Mix of Expertise + Models
- + Tech Stack - Step Reskill

Build, Operate + Transfer

- + Skill Development Models
- + Fast-Paced Tech Changes
- + Access to the Right Talent

TALENT SERVICES

Contracted Resources

- + System Soft Talent
- + Allocated Full-Time
- + Diverse Technical Skills

Direct Hire

- + System Soft Recruiting
- + Customer-Owned Resources



sstech.us

Mark Imhoff
 Vice President, Enterprise Architecture + Security
 918.894.1244
 mark.imhoff@sstech.us



ACCELERATING INNOVATION

CONSULTING | TALENT | PRODUCTS

What We Do:

System Soft exists to deliver accelerated innovation and tangible business outcomes our customers require to thrive. We combine our deep industry and technical expertise with our rapid engagement methodologies and use modern development, automation, analytics, and integration platforms to create value-driven durable solutions.

Who We Are:

Customer-Obsessed

1,500+ technologists & business leaders with an unrelenting commitment to deliver above expectations

Global Reach

Seamless delivery and scalable resources across 14 global Delivery Centers onshore, nearshore, and offshore

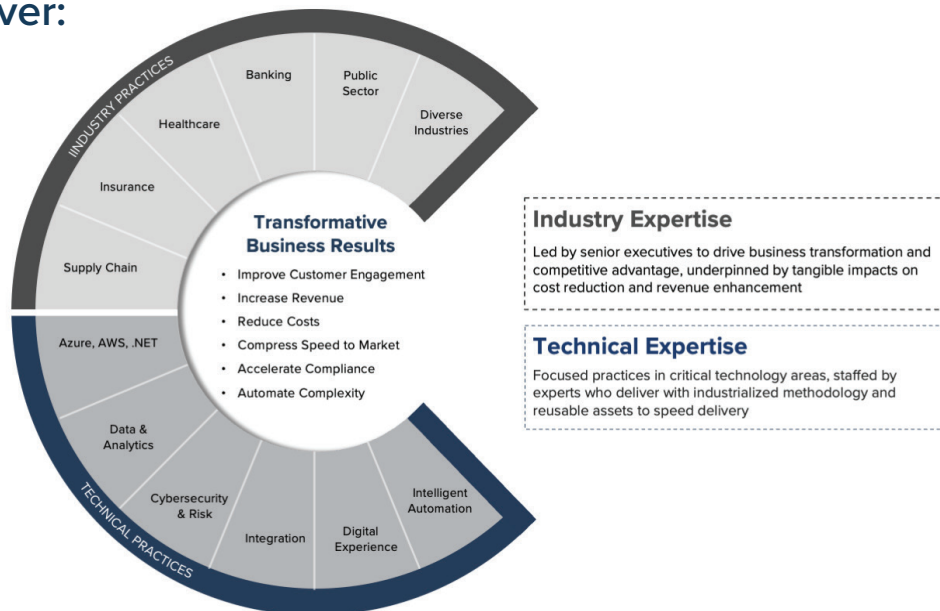
Lean + Flexible

Laser-focused on meeting customer needs, placing autonomy with our teammates, and delivering at light speed

Proven Success

In business for 23 years with an 11% growth rate combined with high customer and employee retention

How We Deliver:



How We Engage:

Consulting Services

Fixed Fee

- Defined Scope
- Defined Timetable
- Deliverables-Based

Time + Materials

- Shared Accountability
- Scalable Resources
- Flexible Duration Defined

Talent Services

Contracted Resources

- System Soft Talent
- Allocated Full-Time
- Diverse Technical Skills

Direct Hire

- System Soft Recruiting
- Customer-Owned
- Resources

Nearshore Services

Hire, Train + Deploy

- Unique Talent Acquisition
- Mix of Expertise + Models
- Tech Stack - Step Reskill

Build, Operate + Transfer

- Skill Development Models
- Fast-Paced Tech Changes
- Access to the Right Talent



Products

Innovative cloud-based solutions

- Products designed to increase revenue, decrease costs, and reduce risk



Services | Solutions | Products

IT Talent Services

Deliver staffing and services

- IT Solutions (Project based / Turnkey / COTS/MOTS / Open Source)
- Services (Managed / Iteration / Quality)
- Human Capital Management (Staff Augmentation / Professional Services)
- Program & Project Management

Application Development

Accelerate innovation

- Low-code & No-code Solutions
- UI / UX & Backend Development (Cloud & On-Premise)
- Mobile Applications
- Application Support

Cybersecurity & Risk

Reduce risk and ensure compliance

- Cyber & Risk Assessments
- Industry & Regulatory Compliance
- Application & Infrastructure Security

Digital Experience

Elevating your brand and customer experiences

- Experience Design
- Product Innovation
- Digital Customer Experience
- Creative & Branding

Data & Analytics

Turning data into value

- Platform & Solution Architecture
- Data Quality & Governance
- Modern Data Warehouses
- Analytics Tools & Visualization

Integration

Increase efficiencies, gain capabilities

- Integration Strategy
- API & iPaaS Integrations
- Migration Services

Intelligent Automation

Increase efficiencies, gain capabilities

- Intelligent Automation Strategy
- AI / ML, RPA, NLP Tool Selection and Deployment
- AI Inference Engines & Intelligent Document Processing Solutions



How We Win:

Security Risk Assessment + Staffing:

Conducting security risk assessments for core enterprise applications and infrastructure for the Pennsylvania Turnpike Commission according to NIST Cybersecurity Framework; placed full-time SCADA Technician.

Low-Code / No-Code:

Developed an early warning system for the Pennsylvania Department of Community and Economic Development (DCED) to help communities potentially avoid financial distress before it occurs using a no-code platform.

Exchange Server Migration:

Migrated a Police Department's on-premises Microsoft Exchange Server to an Office 365 Cloud government tenant ensuring a smooth transition, improved reliability, increased security, and enhanced collaboration capabilities.

Contingent Staffing:

Supported a southern agency in recruiting a senior-level project manager to fast-track major capital development projects that impacted public water, parks and recreation, and transportation.

Infrastructure Assessment:

Performed an optimization assessment of IT systems for a CA higher education institution and delivered recommendations that addressed organizational structure, process documentation, IT functionality, and contract organization, along with strategic future recommendations.

Application Development:

Developed mapping audit software for the Pennsylvania Department of Education (DOE) Child Nutrition Program to prevent fraud and the misuse of state-provided funding allocated to serve nutritious meals to children of underprivileged families.

Low-Code / No-Code:

Modernized offender management system pilot program for the Pennsylvania Department of Corrections (DOC) enabling photographs to be shared digitally between family members and incarcerated inmates using a no-code platform.

Security Assessment:

Conducted a review of the IT controls for a State's Department of Revenue, and delivered IRS standards-compliant documentation that enhanced the department's security posture and ensured the protection of sensitive taxpayer information.

Data Migration:

Migrated a 20K+ seat Mobile Device Management (MGM) system to one that improved data security, accessibility, and management. \$600K annual savings in licensing costs.

Website Revamp:

Delivered several website refresh projects for a County Emergency Management Program that improved the user experience of their critical hazard network, which is used as a response resource by public safety decision-makers.

Where We Are:

Americas

Atlanta, GA
Herndon, VA
Plano, TX
Santa Clara, CA

Tampa, FL
Toronto, ON
Guadalajara, MX
Sao Paulo, BR

Asia

Hyderabad, IN
Visakhapatnam, IN
Taguig, PH
Singapore

Europe

Amsterdam, NL
London, UK

Contact us



www.sstech.us

City of Delta

Information Technology Services

Response to RFP

Notice ID: TBD

[Submission Details](#)

Due Date: Feb 29, 2024, 2:00 pm

CAGE Code: 7WNL6

Unique Entity ID(UEI): V4KCNMB2AM89

Submitted By:

Michael Jenkins

mike.jenkins@myjenconsulting.com

Submitted To:

Jolene Nelson

jolene@cityofdelta.net

Address 402 Bricker Drive

Website <https://www.myjenconsulting.com/>

Telephone 703.407.5827



**SERVICE-DISABLED
VETERAN-OWNED
CERTIFIED**

Restriction on Disclosure and Use of Proprietary Data

The agency shall not disclose or use any proprietary data provided by the contractor for any purpose other than performing this contract. Proprietary data includes any information that is marked with restrictive legends, such as "confidential," "proprietary," or "trade secret," or that the agency has reason to believe is confidential or proprietary. The contractor shall take all reasonable measures to safeguard the proprietary data from unauthorized use or disclosure and shall ensure that all personnel with access to the data are aware of and comply with these restrictions. Upon completion or termination of this contract, the contractor shall promptly return all proprietary data to the contractor or destroy it.

Cover Letter

February 23, 2024

City of Delta
360 Main St Delta, CO 81416
Attn: Jolene Nelson

Subject: Response to RFP entitled “Information Technology Services” with NOTICE ID#TBD to the City of Delta.

Dear Jolene,

MYJEN Consulting, LLC (MYJEN) is pleased to submit the response for the RFP entitled “Information Technology Services” with NOTICE ID# TBD to the City of Delta. Our team is comprised of MYJEN Consulting, LLC (Prime) Hands On IT, LLC (Sub), and (hereby referred to as Team MYJEN).

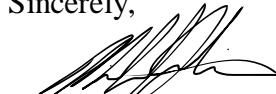
Team MYJEN is a Service-disabled Veteran-Owned Small Business (SDVOSB) and Hands On IT, LLC (HOIT) is a Minority-Owned Small Business. We are the leading information technology consulting service provider specializing in IT Enterprise Operation, Maintenance Services, Managed IT Services, Systems Integrations, Network Management, infrastructure and data center design, implementation, cloud computing (AWS) solutions, platform as a service (PaaS), data as a service (DaaS), data analytics, and big data services, cybersecurity expertise and forensic analysis and project management services. Team MYJEN aims to deliver top-tier information technology solutions by focusing on high-quality services and future readiness. Our goal is to offer products, services, and technology solutions that meet customer’s needs, improve businesses, and help to achieve IT goals.

Team MYJEN has more than 20+ years of experience serving at the forefront of strategy and technology across multiple government and commercial agencies. Our strategy encompasses tailored solutions for platforms which include network and cyber security, network management, technical assistance, and software management services.

Our RFP response meets all requirements, including terms and conditions, representations and certifications, and technical specifications. We are committed to full compliance with this contract’s stipulated terms and conditions.

Thank you for the opportunity to contribute to this endeavor. Please contact us with any concerns, questions, or feedback regarding this submission.

Sincerely,



Michael Jenkins, CEO
MYJEN Consulting LLC
402 Bricker Drive
Fort Washington, MD 20744
www.myjenconsulting.com
mike.jenkins@myjenconsulting.com
(703) 407-5827

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Figure 1: Team MYJEN's transformative potential in establishing a systematic and comprehensive IT infrastructure, enabling seamless operations, enhancing efficiency, and expediting innovation. 1

1 Scope of Work

Team MYJEN is well-equipped to address the complex requirements of network and cyber security, network management, technical assistance, and software management. We understand the unique and growing needs of the City of Delta and are committed to delivering high-quality Information Technology services.

Our services encompass the entire IT infrastructure, ensuring a holistic approach to the City’s technological requirements. This includes regular maintenance, updates, and monitoring of servers, robust cyber security measures, firewall management, efficient network support, and timely employee assistance.

Team MYJEN recognizes the importance of embracing a systematic and comprehensive approach to IT infrastructure. Below mentioned is our approach:

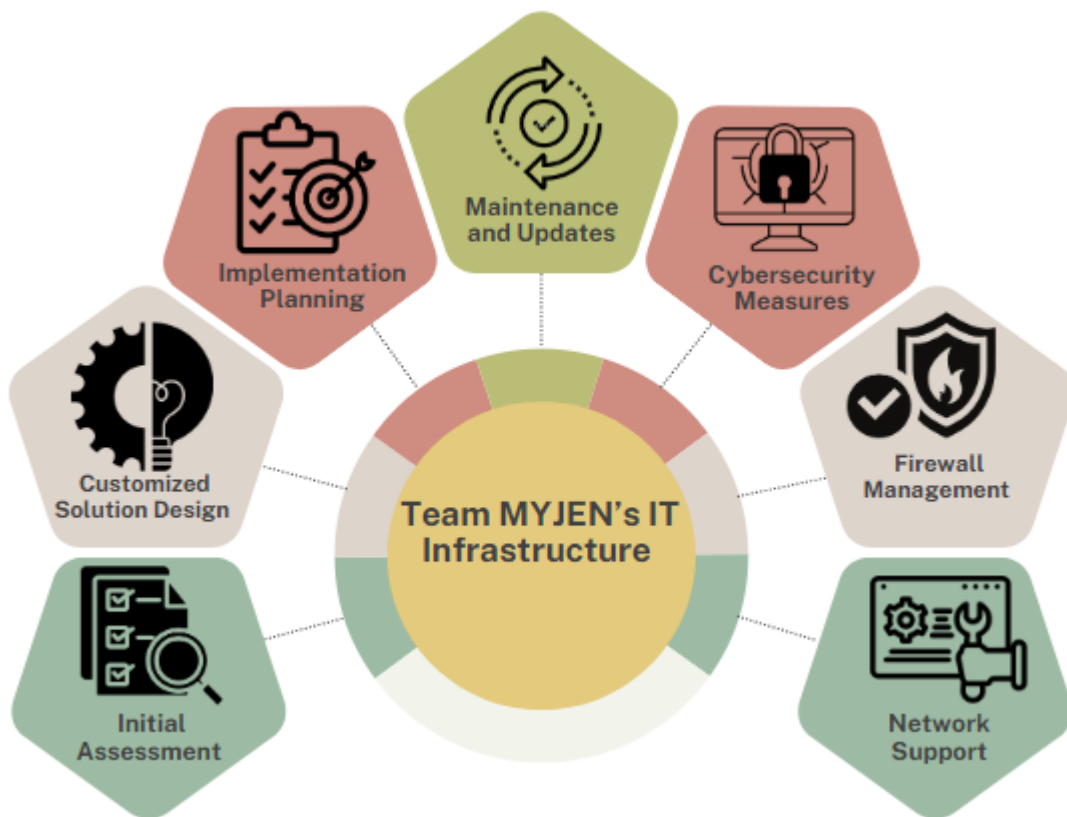


Figure 1: Team MYJEN's transformative potential in establishing a systematic and comprehensive IT infrastructure, enabling seamless operations, enhancing efficiency, and expediting innovation.

- **Initial Assessment:** We will begin by conducting a thorough assessment of the City’s existing IT infrastructure and will identify strengths, weaknesses, potential risks, and areas for improvement. Our team will engage with key stakeholders to understand specific technological requirements and business goals.
- **Customized Solution Design:** Based on the assessment, we will design a tailored IT infrastructure solution that aligns with the City's business objectives. We will consider scalability, flexibility, and future technological advancements when creating the

solution. We will clearly outline the scope of services, including maintenance, updates, cybersecurity, firewall management, network support, and employee assistance.

- **Implementation Planning:** We will develop a detailed implementation plan outlining the step-by-step process of deploying the proposed IT infrastructure. We will ensure minimal disruption to ongoing operations during implementation. Our team will set clear timelines and milestones, keeping the City informed at every stage.
- **Regular Maintenance and Updates:** We will establish a proactive maintenance schedule for servers, networks, and other critical components. We will regularly apply updates, patches, and security fixes to ensure systems are up-to-date and protected against potential vulnerabilities. We will implement automated monitoring tools to identify and address issues before they impact operations.
- **Cybersecurity Measures:** Our team will deploy robust cybersecurity measures, including firewalls, antivirus software, intrusion detection systems, and encryption protocols. We will conduct regular security audits to identify and address potential vulnerabilities. We will stay informed about the latest cybersecurity threats and proactively adapt security measures accordingly.
- **Firewall Management:** We will implement and manage firewalls to control and monitor incoming and outgoing network traffic. Our team will regularly review firewall rules to ensure they align with the City's security policies. We will conduct penetration testing to assess the effectiveness of the firewall and adjust as needed.
- **Network Support:** We will provide continuous network support to address any connectivity issues promptly. We will monitor network performance to identify bottlenecks or areas of improvement. Offer scalable solutions to accommodate the evolving needs of the organization.

Recognizing the occasional need for onsite support, we commit to providing prompt and reliable assistance for cabling, hardware updates, and any other onsite requirements. Our skilled technicians will ensure that the City's infrastructure operates seamlessly, minimizing disruptions to daily operations.

We understand the importance of responding to the ever-changing landscape of technology. Our team is agile and adaptable, ready to implement updates and enhancements to keep the City's systems at the forefront of IT capabilities.

With a proven track record in providing IT services to various sectors, our team brings a wealth of experience and expertise to the table. We are confident in our ability to deliver exceptional results that align with the City of Delta's goals.

2 Special Conditions

We are pleased to confirm that our proposal titled "Information Technology Services" for the City of Delta has been carefully crafted to incorporate and adhere to all specified special conditions outlined in the document.

3 Proposal Form

We have attached the document labelled, "Proposal Form" as a separate attachment to our proposal. Please refer to the attachment City of Delta_ RFP_ Proposal Form _Information Technology Services for a copy of the Proposal Form.

4 Proposal

4.1 Introduction

Team MYJEN has ensured that all the necessary information outlined in the given instructions is accurately presented in the cover letter accompanying our proposal.

4.2 Experience and Qualifications

Team MYJEN understands the critical importance of having highly skilled and qualified personnel. Our commitment to delivering exceptional service starts with our dedicated team of professionals who possess the skills, abilities, knowledge, and certifications necessary for the tasks. We are pleased to introduce our two highly skilled professionals, **Michael Jenkins**, and **Demetrius Washington**. Both individuals bring a wealth of expertise and experience to our team and are well-equipped to excel in their respective roles. Below, is a detailed summary of their qualifications and accomplishments:

4.2.1 Michael Jenkins

NAME	
MICHAEL JENKINS	
CONTACT INFORMATION	
<i>Address: 402 Bricker Drive, Fort Washington, MD 20744</i>	
<i>Email: mike.jenkins@myjenconsulting.com</i>	
<i>Contact Number: 703-407-5827</i>	
EDUCATION	
<ul style="list-style-type: none"> ● Master of Business Administration <ul style="list-style-type: none"> ○ <i>Global Business Management, American Public University System–American Military University, Charles Town, WV</i> ● Bachelor of Science <ul style="list-style-type: none"> ○ <i>Information Systems & Internetworking Technology, Strayer University, Manassas, VA</i> ● Associate of Applied Science <ul style="list-style-type: none"> ○ <i>Electronics Engineering Technology, ITT Technical Institute, Norwood, OH</i> 	
AREAS OF EXPERTISE	
<ul style="list-style-type: none"> ● Project Management Professional (PMP) ● AWS Certified Cloud Practitioner ● Hardware and Software Maintenance & Installation ● Business Process Improvements 	<ul style="list-style-type: none"> ● Hands-On Leadership ● Information Assurance ● Cyber Security ● Employee Training
<ul style="list-style-type: none"> ● System Administration ● Quality Control ● Network Engineering ● Strategic Planning 	<ul style="list-style-type: none"> ● Compliance ● System Engineering ● Microsoft Project ● Configuration Management
CERTIFICATIONS	
<ul style="list-style-type: none"> ● Project Management Institute (PMI), Project Management Professional (PMP) Certified ● Amazon Web Services (AWS), AWS Solutions Architect Associate ● Amazon Web Services (AWS), AWS Certified Cloud Practitioner ● Information Systems Audit and Control Association (ISACA), Certified Information Security Manager (CISM) ● The Computing Technology Industry Associate (CompTIA), CompTIA Advanced Security Practitioner (CASP+) ● ServiceNow, ServiceNow Certified System Administrator 	
WORK EXPERIENCE	
SECURITY ARCHITECT AND ENGINEER – TECHNICAL LEAD	
2023-PRESENT	
<i>ZERMOUNT Inc. - United States Patent and Trade Office (USPTO)</i>	
<i>Alexandria, VA</i>	
<u>Responsibilities:</u>	

- Providing direct program and technical leadership support to the USPTO's Cybersecurity Division's CISO & Deputy CISO.
- As a Security Architect and engineer Technical Lead, oversee security architecture reviews and contribute to designing, implementing, and overseeing cutting-edge security solutions.
- Managing enhancements to the enterprise security postures and integration of security measures into the AWS cloud environments.
- Serving as a Technical Lead (TL) in High-Value Asset (HVA) and Critical Level One (CL1) Security Assessments and contributing to SASE deployments involving Netskope.
- Conducting comprehensive security architecture reviews (SARs) and collaborating with cross-functional teams to ensure alignment of security strategies with business objectives.
- Providing technical leadership to the Security Architect, Engineer team, and stakeholders in rigorous assessment, protection, and monitoring of the USPTO's most critical digital assets, ensuring their security and integrity against advanced threats and leveraging NIST SP 800-53 Rev4 and best practices.
- Conducting and overseeing comprehensive security evaluations targeting the most critical systems and infrastructure to identify vulnerabilities and offer actionable mitigation strategies.
- Participating in integrating robust security measures in our AWS cloud environments, utilizing services like AWS Security Hub, AWS WAF, and AWS Shield for optimized security postures.
- Contributing to designing and deploying Secure Access Service Edge (SASE) solutions, ensuring seamless and secure access for the distributed workforce while maintaining robust threat Defense mechanisms.
- Leading the comprehensive reviews of the organization's security architecture, making critical updates and redesigns in line with emerging threat landscapes and business requirements.
- Providing mentoring, training, and guidance to a team of security professionals, fostering a culture of continuous learning and commitment to best-in-class security practices.
- Collaborating with cross-functional teams and senior management to integrate security measures into broader IT and business strategies, ensuring security is aligned with business goals.
- Staying abreast with the latest cybersecurity trends, ensuring our practices, technologies, and methodologies are up-to-date and resistant to emerging cyber threats.

PROJECT MANAGER – TECHNICAL LEAD, ERPI (ECS)

2021 – PRESENT

*ERPI (ECS) - Department of Veterans Affairs (VA), Washington, D.C***Responsibilities:**

- Providing leadership support to the Department of Veterans Affairs (VA) Office of Electronic Health Record Modernization (OEHRM) program as a Project Manager – Technical Lead.
- Contributing to the oversight of OEHRM electronic health record (EHR) system deployment and related endeavors throughout the country.
- Managing the monitoring of projects for the enhancement and installation of Wide Area Networks (WAN), Local Area Networks (LAN), and Wireless Local Area Networks (WLAN) on behalf of the Infrastructure Networking team.
- Providing status reports to government leadership, collaborating with interfacing teams, and managing staff to achieve the desired outcome of the Veterans Affairs deployment efforts.
- Managing and overseeing OEHRM and OIT's Infrastructure Networking team projects related to Forward Deployed Solution Sets (FDSS), LAN, WAN, and WLAN deployment activities for regional VA facilities nationwide.
- Ensuring scalability, availability, performance, and architecture/engineering practices are incorporated into the site's EHR system.
- Assessing, validating, and optimizing end-to-end infrastructure systems and architecture designs.
- Working with technical leads and subject matter experts on current and new projects related to OEHRM, OIT, and associated VA office endeavors.
- Leading project teams and initiatives related to OEHRM systems, infrastructure, and deployments.
- Developing roadmaps and plans for next-generation capabilities.
- Guiding government executives and technical teams on issues, best practices, and methodologies.
- Validating project deliverables and achievement of milestones.

PROJECT MANAGER – TECHNICAL LEAD, SAIC

2015 – 2021

*SAIC –ITMS & FEDERAL RETIREMENT INVESTMENT THRIFT BOARD (FRITB)***Responsibilities:**

- Provided Subject Matter Expert (SME) and Project Management support to SAIC's federal customers, IT Managed Services (ITMS), and Business Development (BD) service lines with designing and implementing effective technical business solutions.
- Contributed technical knowledge and experience with project management expertise with a sound business vision for internal process improvements using available applications, resources, and personnel.

- Provided technical writing and documentation review for proposal pursuits for RFPs and capabilities gathering for RFIs to meet business requirements.
- Led requirements analysis and management for federal customers' event management and toolset for enterprise systems.
- Led efforts with ITMS iCenter Microsoft SharePoint repository featuring metadata search & workflow capabilities for archived and current proposals and relevant documentation.
- Collaborated with team members in migrating RFP and CRM-relevant data to the ServiceNow Platform in both Staging and Production environments.
- Provided business, cybersecurity & technical consultation support on behalf of ITMS for multiple primes, sub-contractor, and sole-source RFP requirements.

PRINCIPAL SYSTEMS ADMINISTRATOR/IT PROJECT MANAGER, SAIC

2011 - 2015

*U.S. Department of State, Washington, D.C.***Responsibilities:**

- Provided strategic planning, information assurance, and leadership for enterprise systems, network operations, and maintenance teams.
- Streamlined outputs by analyzing business processes and developing improvements.
- Communicated with project stakeholders and ensured projects were on schedule, scope, and within budget.
- Oversaw Configuration Management ensures adherence to the State Department's Diplomatic Security (DS) and IRM Information Assurance (IA) guidance and policies.
- Provided network engineering support for customer IT-related projects and liaised between multiple IRM messaging teams to ensure seamless support.
- Led efforts with MSO directorate FISMA and NIST compliant Assessment & Authorization (A&A) for Dept. of State global enterprise systems.
- Led mitigation, identification of artifacts, and submission of Plan of Actions and Milestones (POA&M) efforts for each of the MSO Directorate's divisions, including EML, MRA, MSMC, and others.
- Guided MSO Directorate's efforts with updates and completion of systems' System Security Plans (SSP), Information Technology Contingency Plans (ITCP), Security Controls, and related Risk Management Framework (RMF) documentation.
- Ensured accurate and timely submission of MSO Directorate weekly Assessment & Authorization (A&A) reports to MSO management & stakeholders, including unclassified and classified systems audit reports.
- Guided the engineering team with iPost vulnerability, compliance reporting, and McAfee Foundstone scanning tools.
- Coordinated Continuity of Operations (COOP) and Disaster Recovery (DR) operations tests and evaluated COOP and DR during annual incident response training.

SENIOR NETWORK ENGINEER

2010 – 2011

*Access Systems, Inc.***Responsibilities:**

- Provided Network and System Engineering support to Messaging Services Office (MSO) communication and messaging infrastructure.
- Performed system administration, information assurance, maintenance, installation, and troubleshooting.
- Provided vulnerability assessment and patch management to enterprise servers and workstations.
- Trained junior Network Engineers on projects and tasks, including management and tracking via Microsoft Project.
- Documented events and prepared weekly activity reports.
- Provided assessment and authorization (A&A) mitigation of network security and policies.
- Ensured continuity of operations procedures by managing backups and restores.
- Conducted periodic off-site/alternate site systems functionality testing.
- Spearheaded efforts for systems installation, Assessment and authorization, and training.
- Mitigated systems vulnerability and compliance issues with frequent patch maintenance and policy updates.
- Developed Standard Operating Procedures (SOPs) and adherence to security policies and procedures.
- Conducted server build with MS 2003 32bit & 2008R1/R2 64bit OS, 2008 SQL Server Database, and other COTS and GOTS applications, including migration and Active Directory management of accounts.
- Performed Nessus Tenable compliance & vulnerability scans.

SENIOR FIELD ENGINEER

2008 – 2010

*ITT Industries, Inc***Responsibilities:**

- Provided multi-tier field engineering support to the Messaging Services Office (MSO) network and systems infrastructure.
- Performed system maintenance, installation, and troubleshooting.
- Configured and managed support to SANs, including configuration for disk mirroring, HBA driver installation and maintenance, and volume partitioning.
- Interfaced with customers, managed quality control, and documented event logs and SOPs.
- Served as Team Lead for multiple hardware & software installation projects.
- Ensured operational integrity of messaging systems during scheduled and unscheduled outages.
- Conducted Root Cause Analysis (RCA) and generated processes and reports.

SYSTEM APPLICATIONS ENGINEER

2007 - 2008

*PHACIL, Inc., DoD Missile Defense Agency, Falls Church, Va***Responsibilities:**

- Provided enterprise application systems support and system administration in Microsoft and Oracle WebLogic production, QA, and development environments.
- Deployed and administered COTS products and software applications.
- Set up, documented, and managed desktop and server configuration.
- Responsible for IAVA vulnerability reports, upgrades, patches, and backup and recovery procedures.
- Designated Team Lead for implementing Test Lab servers and network configuration to mirror the Production environment.

SYSTEMS ANALYST

2006 - 2007

*American Type Culture Collection, Manassas, VA***Responsibilities:**

- Led design and development of application systems and process flow analyses for business systems.
- Served as liaison for department leadership, vendors, and consultants for the upgrade of systems.
- Developed and provided training to staff of on-site application systems and managed Cognos BI analytics and reports for the organization's scheduled financial reports.
- Served as Project Manager for System Development Life Cycle for organization-wide conversion to electronic fax service, LAGATO indexing for data archiving, and Indium intellectual property (IP) database migration from MS SQL server to Oracle 10g server, including resource allocation.

APPLICATIONS SUPPORT ENGINEER

2005 -2006

*Sprint Nextel, Herndon, VA***Responsibilities:**

- Served as technical lead for Tier II support, ensuring application releases and after-action meetings with the configuration team and end-users for the O&M application.
- Provided record of evaluated system vulnerabilities safeguarding with recommended security improvements while maintaining continuity of operations.

SYSTEM ADMINISTRATOR

2005

*Pentagon, Washington, D.C.***Responsibilities:**

- Prepared and transmitted system status reports to brief senior management on systems, and customers' information reported to the Network Operations Center (NOC) on behalf of the Pentagon Air Force Communications Agency (AFPCA).
- Monitored VIPs and assisted customers using Remote Access Service.
- Provided level I/II helpdesk after-hours and general technical support to customers for dial-in/ remote access systems.
- Evaluated hardware, firmware, peripherals, and software packages and provided recommendations based on objectives.

IT CONSULTANT

2004 - 2005

JLZ Solutions, Mclean, VA

Responsibilities:

- Served as a Tier 2 NOC Support Engineer, including diagnosing escalated issues, troubleshooting various ISP carriers, resolving VOIP issues via web-based ticketing, and performing Direct Inward Dialing (DID) testing and configuration.

IT CONSULTANT

2004

Headstrong Public Sector, Fairfax, VA
Responsibilities:

- Assisted with organizing contract proposals and conducted on-site interviews with IT consultant candidates.
- Provided supplementary coverage for database management and system administration support.
- Selected as a Lotus Notes Developer candidate at a US Government client site.

ASSOCIATE SYSTEMS ANALYST

2002 - 2003

Bae Systems, N.A. Enterprise Systems, Inc., Mclean, VA
Responsibilities:

- Provided installations of Cisco routers and switches, proprietary software applications, and on-site user training and support for customers at government facilities.
- Provided troubleshooting, monitored trouble-reporting databases, and provided systems and IT infrastructure problem resolutions.

INFORMATION MANAGEMENT TECHNICAL SPECIALIST/TELECOMMUNICATIONS OFFICER
U.S. Department of State, Washington, D.C.
Responsibilities:

- Assisted with planning, installing, maintaining, and repairing equipment and telecommunication systems domestically and abroad.
- Provided continuity of operations for telecommunications infrastructure and DOI/ACP messaging processing systems.
- Served as Cisco, Lotus Notes, Windows, Microsoft, and UNIX Administrator and SATCOM SME and COMSEC custodian.
- Served as Team Lead for telecommunication installations in overseas and domestic environments, including LAN/WAN. Provided cleared technical support for U.S. mission.

4.2.2 Demetrius Washington

NAME	<i>Demetrius Washington</i>		
CONTACT INFORMATION	<i>Address: 426 Stabler Lane, Alexandria VA 22304</i>		
	<i>Email: demetrius.washington@handsonit-llc.net</i>		
	<i>Contact Number: +1 240 499 4418</i>		
EDUCATION			
<ul style="list-style-type: none"> • Network Architect Certificate <ul style="list-style-type: none"> ○ <i>Computer Learning Center</i> • Major Computer Science <ul style="list-style-type: none"> ○ <i>University of Maryland, College Park</i> 			1996 1992-1995
AREAS OF EXPERTISE			
<ul style="list-style-type: none"> • Project Management Professional (PMP) • Hands-On Leadership • System Administration 	<ul style="list-style-type: none"> • AWS Certified Cloud Practitioner • Information Assurance • Cyber Security 	<ul style="list-style-type: none"> • Hardware and Software Maintenance & Installation • Quality Control • Network Engineering 	<ul style="list-style-type: none"> • Business Process Improvements • System Engineering • Microsoft Project

- Compliance
- Employee Training
- Strategic Planning
- Configuration Management

CERTIFICATIONS

- Microsoft Azure Administrator – Active
- Cisco Certified Network Associate (CCNA) – Active
- CompTIA Certified Information Security Manager (CISM) Exam Passed – Active
- CompTIA Security Analytics Expert – CSAE Stackable Cert – Active
- CompTIA Security Analytics Professional – CSAP Stackable Cert – Active
- CompTIA Cybersecurity Analyst+ (CYSA+ ce) – Active
- CompTIA Advanced Security Practitioner+ ce (CASP+) – Active
- CompTIA Security+ ce – Active
- Certified Cisco Network Professional (2003)
- Compaq Accredited Systems Engineer (1999)
- Certified NetWare Engineer (1998)
- Microsoft Certified Systems Engineer (1996)

WORK EXPERIENCE

I2TS3 US Army Ft. Belvoir PM/Ent. Solution Architect for GDIT 2020 Aug – Present

Hands On IT, LLC (HOIT)

Responsibilities:

- Leading teams of Service Desk Specialists and Sysadmins to conduct operational tasks, including virtualization, cybersecurity protection, event correlation, and incident management, in support of the US Army GISA Progr
- Working collaboratively with the Architecture team to support solution and equipment deployments, implementations, and transitions.
- Employing disciplined systems engineering processes including, but not limited to, requirements development, technical management and control, systems engineering technical reviews, and system/software design and architecture. In addition, implementing system engineering best practices associated with risk management, configuration management, data management, test and evaluation (T&E), and verification and validation (V&V) throughout the performance of the task order.

JSP 231 SOC Lead 2022 Apr – 2023 Jan

Hands On IT, LLC/Prime TS (Short-term Contract)

Responsibilities:

- Planned, directed, and managed day-to-day activities and priorities throughout the Security Operations Center, as well as high-speed, high-visibility incident response when needed.
- Ensured policy, process, and procedure adherence and process improvisation to accomplish operational objectives, as well as promoting and driving automation and process efficiency.
- Mainly responsible for directing security event monitoring, administration, and reaction, and for cyber intelligence, as well as maintaining a frequent written and verbal connection with customer leadership and ensuring prompt notifications and escalation of important activity.
- Responsible for overall resource utilization and initiating corrective action as needed for the Security Operations Center, as well as distributing tasks and holding personnel accountable for timely execution.
- Offered guidance and mentorship to analysts to develop skill sets and assure the delivery of high-quality analysis and work products, as well as drive the introduction and adoption of new tools, capabilities, frameworks, and methods across all SOC teams.
- Responsible for the accuracy and timeliness of the SOC's reporting.

Lead Infrastructure Manager 2020 Jul – 2022 Apr

Take2 IT Consulting, LLC.

Responsibilities:

- Lead Infrastructure Project Manager for a Non-JSA team of project managers with an emphasis on SOC/NOC/hospital facility installations and agency cybersecurity policy enforcement.
- Provided leadership in the planning and management of operations, systems, database administration, and network operations, as well as the analysis and prediction of trends and the development of long-term strategies to ensure cost-effectiveness.
- In support of the EHRM Modernization Project, oversee the implementation of key IT systems across all VA Medical Centers in the nation (10 yr., 16-billion-dollar upgrade project).

- Established leadership in resource management, technical and cybersecurity solutions, process management, and other areas relevant to work practices, processes, and other activities, as well as working with systems, networks, databases, and technicians on proposed projects to assure security.
- Handled the demands on IT resources to ensure tactical and strategic needs were properly balanced and managed strategic partnerships with important product and service suppliers.
- Provided infrastructure support initiatives and solutions for enhancing service efficiency and effectiveness by evaluating the relative influence of industry trends on the demands and projects for existing and future corporate infrastructure.
- Managed a dynamic team of professionals continuously looking for new ways to improve the capabilities of technology systems to meet business goals, as well as ensuring the infrastructure team was mitigating, monitoring, and managing infrastructure-related risks.

IPT IIS SA Operations Lead (Riverdale, MD)

2020 Jan – 2020 Apr

*Raytheon Inc (Short-term Contract)***Responsibilities:**

- Led the Windows/VMware Sysadmin team in carrying out operational activities for the NOAA JPSS Program, especially on the East Coast.
- Used industry best practices and compliance, and exercised leadership in Security Operations (SOC) and Network Operations (NOC) with cybersecurity policies, procedures, processes, workflow, and other administrative activities.
- Provided the NOAA JPSS IT Operations upper layer technical assistance and direction while closely collaborating with the Architecture team to support the deployment, installation, and transition of tools and solutions.

CEO/Lead Solution Architect – IT Consulting and Implementation

2018 Nov – Present

*Hands On IT, LLC***Responsibilities:**

- Creating excellent business strategies and plans, making sure they are in line with short- and long-term goals, and overseeing all operations and business activities to make sure they deliver the expected outcomes and are in line with the overall strategy and purpose.
- Solution Architect with a primary focus on Enterprise-Level Infrastructure Design, Implementation, and Deployment in key areas such as Virtualization, Combustible Infrastructure, Enterprise Tools, Networking, Cybersecurity Defense-In-Depth, Storage, and other significant function and component areas.
- Creating solutions with a primary focus on the Federal Government in SOC/NOC Enterprise-sized settings, concentrating on Agency policy, NIST-800 compliance, and servicing the Commercial Industry with a focus on cybersecurity compliance and industry best practices over the past 13+ years.
- Establishing trusting relationships with essential partners and stakeholders, analyzing difficult circumstances and events, and proposing alternatives to maintain the company's survival and growth.
- Competence in security, monitoring, business continuity, project management, and other essential IT arenas such as business process improvement, innovation, and development utilizing technology, as well as maintaining a deep knowledge of the markets and industry of the company.

Lead Solution Architect – IRS

2017 Nov – 2018 Oct

*DXC/Perspecta***Responsibilities:**

- Solution Architect largely focused on OneView and HP Infrastructure Implementation and Deployment, as well as provided solutions for IRS objectives and goals for servicing diverse populations.
- Evaluated upcoming technologies as well as the evolution of present technologies to build a future vision roadmap for the appropriate use of technology to satisfy business goals. Participated in vendor selection procedures and project management throughout the project lifecycle.
- Worked with the Exchange team to provide monitoring solutions for current platforms through the use of Dashboards for key management and operations personnel.

Technical PM – Centers for Medicare and Medicaid Services (CMS)

2008 Jan – 2017 Oct

Hewlett Packard Enterprise

Responsibilities:

- Managed projects from the top down throughout their execution to ensure success as defined by adherence to standards of scope, budget, and deadline, and regularly monitored project progress and made thorough planned reports on measurable things such as milestones and deliverables.
- Mainly targeted Production Deployments with SOC/NOC, remaining on time, and directing the resolution of challenges creating any delays in implementing agency cybersecurity policy-based solutions.
- Provided technical help spanning from infrastructure to application level, including Virtualization, Cybersecurity, Networking, SAN, and Enterprise-wide Tools (Primary HPE, Microsoft SCOM, Cisco, and SolarWinds).
- Managed the client's and relevant stakeholders' relationships and assisted the team in producing Power BI dashboards for stakeholders.

Solution Architect – Centers for Medicare and Medicaid Services (CMS)*Hewlett Packard Enterprise***Responsibilities:**

- Led other architects and technology partners on engagements spanning multiple technology and business domains and created conceptual and logical architectures to meet strategic business, financial, and technological goals through documentation of systems, architectures, process flows, and value chains.
- Created solutions for supporting "Global Services" throughout data center relocation movements, with a focus on Cybersecurity Detection and Prevention posture.
- Worked directly with Ops teams to complete technical duties connected with given solutions while ensuring environment security safeguards stayed in place and constant monitoring of important services utilizing SolarWinds, Solaris, Cisco, and Windows tools.

Technical Lead - Defense Health Medical Systems (DHMS)*Hewlett Packard Enterprise***Responsibilities:**

- Established security requirements by assessing company goals and end-user needs, researching information security standards, doing system security and vulnerability analyses and risk assessments, examining architecture, finding integration challenges, and creating cost estimates.
- Reviewed the initial plan's security architecture and implemented numerous significant improvements to build an improved hierarchal SOC cybersecurity structure, more active monitoring, enforcing agency regulations, and data and traffic collecting utilizing Enterprise technologies.
- Enhanced reporting and analysis to indicate threats and vulnerabilities, as well as offer a baseline of operations to effectively guard against unusual communications that might lead to a security issue or event.
- Provided design, implementation, process, and procedure assistance for management tools like HPE Insight Control and Remote Management as well as hardware like HP Virtual Connect and HP OneView operations.
- Helped with planning data center operations, VMware/Virtual Center (Design, Build, and Deployment), VMware Horizon Implementation, Windows server builds and monitoring using SCOM & SCCM, and any technical difficulties that sprang up.

Technical Team Lead – Joint Strike Fighter*Hewlett Packard Enterprise***Responsibilities:**

- Accepts responsibility for project execution, demonstrates accountability to leadership, and promptly escalates and communicates problems, risks, and worries to management.
- Provided technical leadership for a team whose objective was to provide the customer with a holistic review of their Information Technology Operations and Cybersecurity, including Solar Winds, the key monitoring platform.
- Several sections of the assessment were written from scratch, and the majority of the technical content was reviewed and managed including recommending the best course of action for network data from IDS/IPS, Microsoft SCOM, Power BI functionality, infrastructure performance monitoring, and internal/external security threats and/or vulnerabilities.
- Provided suggestions for goods, implementation plans, team management structures, training, and general tactics for enhanced environmental controls and safeguards.
- Provided realistic and accurate estimations and consistently improved team productivity to accomplish on-time delivery, as well as used and stimulated team members to apply agile practices.

Technical Lead - US Census*Hewlett Packard Enterprise***Responsibilities:**

- Performed Security Operations Center (SOC) monitoring, including network security (Cybersecurity) events.
- Lead a team of Tier 1 and 2 professionals with specialized security and data protection guidance. Reviewed and evaluated reports and offered ways for effectively identifying security issues and events.
- Led and managed project development from start to finish, while defining project scope, goals, and deliverables that meet company objectives.

Lead HP Tools Architect - IRS Criminal Investigation*Hewlett Packard Enterprise***Responsibilities:**

- Implemented VPO Standard HP Infrastructure and Software Tools for IRS Criminal Investigation (CI) and guaranteed compressive tasking and installation work that ensured the design's success.
- Responsible for overall SOC/NOC Tier 3 support and troubleshooting deployment, teaching IDS/IPS, firewall, and router policies and procedures, as well as security safeguards both internally and externally for the protection of PII data.
- Initiated development on VMware Site Recovery Manager while leading the IRS CI initiative to transition the computer infrastructure to a virtualized VMware ESX Virtual Center 4.1i environment.
- Led the technical team at HP in the design and deployment of hardware and software monitoring using HP System Insight Manager, Operations Manager, Microsoft SCOM, SiteScope, Business Availability Center, uCMDB, DDM/AE, and Virtual Connect Enterprise Manager for 24 hours a day, 7 days a week, compliance and cybersecurity assurance.
- Established a fresh approach to logging and analyzing data that is essential to the criminal unit. HIDS/IDS (Cybersecurity) policy adjustment for all system components, including infrastructure, servers, and other appliances, and integration of Splunk and other logging tools for analysis.
- Led HP's effort to set up HP Virtual Connect technology and C7000 Blade enclosures in two IRS CI Data Centers.

Lead HP Tools Architect – IRS

2002 - 2003

*Hewlett Packard Enterprise***Responsibilities:**

- Implemented a 13-site HP HW Infrastructure with cybersecurity assurance and BTO Monitoring Suite that tracked, offered forensic analysis, established baselines, scanned, and guaranteed compliance of all systems in SOC, NOC, and satellite sites.
- Directed the IRS project to virtualize its computer infrastructure using VMware ESX Virtual Center 4.1i.
- Directed the HP initiative to install C7000 Blade enclosures and HP Virtual Connect technologies in three IRS Data Centers and eleven campus locations. Provided network and data traffic designs employing a firewall, router, VPN, and other technologies to comply with IRS standards, as well as recommendations for improved dependability and security.
- Designed and deployed hardware and software monitoring utilizing HP System Insight Manager, Operations Manager, SiteScope, Business Availability Center, uCMDB, DDM/AE, and Virtual Connect Enterprise Manager, with the assistance of a team of lower-level professionals.

Lead Architect – US Census*Hewlett Packard Enterprise***Responsibilities:**

- NIST 800-53 Certification & Accreditation (C&A) for the project was completed. Based on the results, remedies were presented that focused on enforcing agency regulations and industry best practices with a cybersecurity focus, such as troubleshooting IPS/IDS, Firewall, Network, Server, and Agent software concerns.
- Successfully delivered HP BTO Software Suite Phase I, which included Storage Essentials, Business Availability Center (formerly HP Dashboard), Systems Insight Manager, Site Scope, and Open View Performance Insight.
- Responsible for updating the Architecture Detailed Book and developing new designs for the Application, Middleware, and Database Tiers, which include WebLogic, Oracle, and Opnet services.

- Many integrated government financial applications were hosted on HP Chassis Infrastructure in a multi-tiered firewall environment.

4.3 Cost Proposal

Proposed Pricing Structure:

Network Engineer: \$140,000

Cybersecurity Engineer: \$150,000

We operate with a transparent billing structure, where no minimum charges are imposed. Furthermore, we are open to discussing and creating a tailored, negotiated cost proposal to align with the City’s specific project requirements and preferences.

4.4 References

4.4.1 Project 1: GISA (Ground Intelligence Support Activity) for the Department of the Army

Contract Details	
Customer Name	Dawn Heflin
Customer POC	Email: dawn.heflin@army.mil
Total Contract Value	34 million
Project Title	GISA (Ground Intelligence Support Activity)
Period Of Performance	8/2020 – Present
Department	Department of the Army
Description Of Work	
<ul style="list-style-type: none"> • Team MYJEN worked as a Solution Architect and led Teams of Sysadmins comprising Network Engineers, Virtualization Experts, and OS Engineers to execute critical operational tasks in support of the US Army GISA (Ground Intelligence Support Activity) program. Our primary focus was to enhance the overall security, efficiency, and reliability of the Army's information infrastructure. We oversaw and actively participated in various operational tasks, including virtualization initiatives, cybersecurity protection measures, event correlation, and incident management. Our team's efforts were integral in ensuring the seamless functioning of critical systems. • We collaborated closely with the Architecture Team to support the deployment and implementation of cutting-edge solutions and equipment. Our work included metropolitan network redesign, upgrades, and the introduction of new solutions aimed at enhancing the stability, speed, reliability, and security of military installations across all three Enclaves (CUI/Secret/Top Secret). Throughout the projects, we applied disciplined systems engineering processes. These processes encompassed requirements development, technical management and control, systems engineering technical reviews, and system/software design and architecture. • Team MYJEN ensured the implementation of system engineering best practices, including risk management, configuration management, data management, test and evaluation (T&E), and verification and validation (V&V). Our collaborative efforts with the Architecture Team to implement network upgrades and security enhancements mirror the importance placed on testing the entire perimeter, critical systems, and segmentation controls in the security assessment. Furthermore, our disciplined systems engineering approach in the past performance demonstrates the ability to thoroughly assess vulnerabilities and analyze security risks effectively. 	

4.4.2 Project 2: Electronic Health Record Modernization for Department of the Veteran Affairs

Contract Details	
Customer Name	Brian Lee (Prime)
Customer POC	Email: Brian.lee12@va.gov
Total Contract Value	16 billion/10-year
Project Title	Electronic Health Record Modernization

Period Of Performance	7/2020 – 4/2022
Department	Department of Veteran Affairs
Description Of Work	
<ul style="list-style-type: none"> • Our leadership in planning and managing network operations, coupled with experience in overseeing IT system implementations, positions us well for roles involving Cisco network engineering and administration. Our leadership in resource management, technical solutions, and process management equips us with the skills needed to provide IT infrastructure engineering and troubleshooting assistance. We have experience in analyzing trends, developing long-term strategies, and managing operations aligned with the need for IT systems monitoring, covering network, server, storage, UPS, and other IT infrastructure components. • Our role in overseeing the implementation of key IT systems across VA Medical Centers positions us well to provide IT systems design assistance for non-governmental agencies as needed. Our experience in managing operations and handling demands on IT resources for strategic needs prepares us for IT project work as defined by initiatives or departmental needs in non-governmental agencies. • Our responsibility for resource management and strategic partnerships with suppliers make us well-suited for regular IT hardware/software procurement and potentially hardware leasing for non-governmental agencies. • Our management of a dynamic team and emphasis on continuously improving technology capabilities positions us to contribute to regular internal IT staff augmentation, including on-site visits and project-based work. 	

4.4.3 **Project 3: Electronic Health Record Modernization for Department of the Veteran Affairs**

Contract Details	
Customer Name	NA
Customer POC	Email: N/A; POC since retired from the IRS
Total Contract Value	34 million
Project Title	Virtualization Project Office (VPO)
Period Of Performance	10/2010 – 5/2013; 6/2015 – 8/2015 (Updates)
Department	Department of Treasury/Internal Revenue Service
Description Of Work	
<ul style="list-style-type: none"> • Team MYJEN has a proven track record as Solution Architects, specializing in designing and configuring intricate network infrastructures using Cisco routers and switches. Our proficiency in dynamic routing, security-based policies, and implementing redundancy/fault tolerance positions us as ideal candidates for managing and administering Cisco networks within a non-governmental agency setting. • Our expertise extends to the implementation of new Infrastructure and Network components, particularly in VoIP using Cisco UCS. This makes us well-suited to undertake VoIP engineering and administration tasks for the non-governmental agency. • As Solution Architects, we have successfully led initiatives in the architecture and implementation of new infrastructure, aligning directly with the provision of engineering and troubleshooting assistance for IT infrastructure in diverse contexts. • Team MYJEN's experience in configuring multi-site communication and data flows uniquely qualifies us to monitor IT systems comprehensively, covering network, server, storage, and other critical infrastructure components. • Our team possesses expertise in setting up security controls, assessing effectiveness, and identifying potential weaknesses. Specifically, our past involvement in configuring VLANs and segmenting networks aligns seamlessly with the requirements of the City's project. 	

- Our knowledge extends beyond infrastructure and networking to encompass a deep understanding of how applications and databases interact with the network. Furthermore, our familiarity with network security and access control systems equips us to assess user privilege escalation within the network, meeting the specific demands outlined in this project. Team MYJEN brings a comprehensive and tailored skill set to address the unique challenges posed by the City's project.

5 Addendum

Team MYJEN confirms that we have received and acknowledged the addenda associated with the bid opportunity.

We acknowledge receipt of the following addenda:

Addendum #1

Date Received: February 23, 2024



**CITY OF DELTA, COLORADO
REQUEST FOR PROPOSALS**

INFORMATION TECHNOLOGY SERVICES

Addendum #1 February 23, 2024

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. Is this a new initiative?
Answer: Yes
2. What was the previous spent of the RFP?
Answer: Employee
3. What is the current budget of the RFP?
Answer: \$60,000
4. Can we submit the federal references?
Answer: Yes
5. Do we need to submit sample professional services agreement along with the proposal?
Answer: No
6. What should be the total written proposal amount that you are looking for?

A handwritten signature in black ink, located in the bottom right corner of the page.

Answer: Hourly rate and/ or a base rate for general monitoring of the system

7. Are you able to give an idea of the hours per month that your team is expecting or even some of the projects at hand that you would be needing our assistance completing?

Answer: The City will need on site assistance with new hardware purchases and cabling, etc - hours per week would vary based on upgrades otherwise 2-4 hours for monitoring systems. Upcoming projects- move the Police Department to a new building, upgrade the citywide WIFI and install new servers for the system.

8. How many users are on Office 365?

Answer: Zero

9. Provide a license count.

Answer: 85

10. Are the licenses being purchased directly with Microsoft or through a Microsoft Partner?

Answer: Neither

11. Do you currently use Microsoft Teams and/ or Microsoft Sharepoint?

Answer: No

12. Is there a software in place currently to manage endpoints remotely?

Answer: No

13. Do you have employees working remotely that use a company?

Answer: No

14. Please provide detailed information about the scope of services.

Answer: All inclusive- servers, cyber, firewalls, switches, employee support, network support, adding/ removing users on the network. Onsite assistance would be necessary from time to time for cabling, hardware updates, etc.

15. Can we submit sample resumes or are actual resumes mandatory?

Answer: Sample is fine

16. What is the term of the contract?

Answer: After the year in which this Agreement is executed, it is subject to and contingent upon annual budgeting and appropriation by the City



17. Is the City looking for a single firm to provide all the network and cyber security, network management, technical assistance and software management services outlined in the RFP or can a firm submit a proposal for a sub-set of these services?

Answer: The City is looking for one company for all

CHANGES TO PROVIDED MATERIALS

1. IT Structure

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE RFP AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

A handwritten signature in black ink, appearing to be the initials 'MG' with a stylized flourish.

PROPOSAL FORM

Informational Technology Services

Proposal Submission Cut-Off- 2:00 pm on February 29, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP

Public Proposal Opening- 2:15 pm on February 29, 2024 at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: MYJEN Consulting, LLC

Total Proposal Amount: \$ 290,000

Total Written Proposal Amount: two hundred ninety thousand dollars

Estimated Start Date: March 15, 2024

SUBMITTED on: February 29, 2024

INFORMATION TECHNOLOGY SERVICES

Velonex Technologies

4735 Walnut Street, Suite 200

Boulder, Colorado 80301

800-245-5210

www.velonexit.com

PROPOSAL ENCLOSED

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COVER LETTER

Thursday, February 29, 2024

City of Delta Administration
Attention: Jolene Nelson
360 Main Street
Delta, Colorado 81416

(submitted electronically via email to jolene@cityofdelta.net)

To Jolene Nelson and the City of Delta—

My name is Elliott Edge, and I am the CEO of Velonex Technologies, an MSP headquartered in Boulder, Colorado. The intent of this letter, along with the accompanying information, is to address the City of Delta's RFP for **Information Technology Services**. We are grateful for this opportunity and appreciate your consideration.

Velonex Technologies is a premier Managed Services Provider (MSP) with a rich legacy of excellence, founded in 1990. With a global presence, we have been at the forefront of providing comprehensive IT solutions to a diverse clientele spanning multiple industries. Our commitment to innovation, reliability, and customer satisfaction has solidified our position as a trusted partner in the ever-evolving landscape of technology.

At Velonex Technologies, we take pride in serving as the entire IT department for our clients. Whether large publicly traded enterprises or small businesses, our tailored solutions cater to the unique needs of each organization. Our holistic approach to IT management ensures that our clients can focus on their core business activities while we handle the complexities, security, and reliability of their IT infrastructure.

Many of our clients are not just businesses; they are the cornerstones of their communities. Our portfolio encompasses a diverse range of clients spanning key sectors, including the entertainment industry, professional services firms, construction, nonprofits, education, financial, and healthcare sectors. We understand the importance of supporting these organizations in their mission to serve their communities and industries effectively. By providing reliable and efficient IT services, we empower our clients to thrive in their respective verticals while making a positive impact on the communities they serve.

Our long-standing relationships with clients are a testament to our dedication and expertise. We have built a reputation for delivering results that exceed expectations and drive tangible business outcomes. Whether it's optimizing network performance, enhancing cybersecurity measures, or streamlining software management, Velonex Technologies is committed to helping our clients achieve their goals and stay ahead in today's competitive landscape.

As we continue to evolve and adapt to the changing needs of our clients and the industry, Velonex Technologies remains steadfast in our mission to deliver excellence in Managed IT Services. We are honored to have the opportunity to serve as a trusted partner to businesses worldwide, providing them with the strategic IT support they need to succeed now and in the future. We're genuinely excited about the opportunity to collaborate with the City of Delta as your comprehensive IT service provider. The team at Velonex Technologies is fully prepared and eager to contribute our expertise to meet your city's evolving technological requirements. It would be our privilege to serve as your trusted IT partner.

Please don't hesitate to contact me with any questions you may have. I am eager to address any concerns and look forward to the opportunity to collaborate with you.

My best regards,

Elliott Edge

Elliott Edge, CEO

Velonex Technologies (a privately held corporation)

4735 Walnut Street, Suite 200

Boulder, Colorado 80301

1-800-245-5210, direct extension 1200

elliott.edge@velonexit.com



EXPERIENCE AND QUALIFICATIONS

Although established in 1990, Velonex Technologies has continually demonstrated its excellence in the information technology industry. This was acknowledged when we proudly secured a coveted position among the top 100 managed service providers in the 2023 Channel Futures MSP 501 rankings. Building on this success, Velonex Technologies was further honored by CRN®, a brand of The Channel Company, being named to its Managed Service Provider (MSP) 500 list in the MSP Pioneer 250 category for 2024. These recognitions underscore our commitment to delivering exceptional IT services and innovative solutions to our clients.

Velonex Technologies prides itself on curating a top-tier bench comprised of the finest talent in the technology industry. Our approach ensures that as projects arise and are successfully resolved, our dedicated team remains dynamic. We strategically position the most qualified experts to lead specific projects, ensuring optimal outcomes for our clients. While we boast a roster of over 50 highly skilled individuals, for the sake of brevity in this RFP, we'll provide a concise overview of our organizational structure and key personnel who are poised to deliver exceptional service to the City of Delta:

CEO, based out of Denver, Colorado

- 15+ years of experience

CTO, based out of Israel

- 15+ years of experience

Rockies Region General Manager, based out of Grand County, Colorado

- 15+ years of experience

Senior On-Premises Engineer, based out of Denver, Colorado

- 15+ years of experience

Wireless Engineer, based out of Boulder, Colorado

- 12+ years of experience

Professional Services Engineer, based out of Los Angeles, California**

- 15+ years of experience

Systems Administrator, based out of Williamson, Georgia**

- 8+ years of experience

Help Desk Technician, based out of Broomfield, Colorado**

- 3+ years of experience

Senior Windows Domain Engineer, based out of Hot Springs, Arkansas

- 15+ years of experience

RESUMES

Please note that sample resumes are included as an Appendix to this RFP response document. These sample resumes offer insight into the skillset of the team members who would be collaborating with the City of Delta. It's worth noting that the resumes are currently anonymized and partially truncated, as per the guidance provided in Addendum #1 by the City of Delta, which specifies that sample resumes are acceptable at this stage of the process.

**Asterisks, above, indicate blinded resume has been appended to this RFP response.

SCOPE OF WORK

Velonex Technologies' All Inclusive IT Department will monitor, maintain, and repair the City of Delta's office networks, servers, workstations, laptops, mobile devices, operating systems, and business productivity software. It's all included unless it's something NEW. Replacing items that already exist in the City of Delta's network that do not reside in the server room like staff computers or phones are included. Things not included would be things like (projects) new office/location, new server, new networking equipment, new employees, new migration of email systems, new cloud applications, new vendor integration. Our all-inclusive services are comprised of the following:

- Remote Support Unlimited During Business Hours (8-5pm Mountain Time)
 - After-hours and weekend/holiday support, Monday-Friday 5:01pm to 7:59am is after-hours and billed at 1.5x rate
 - All day Saturday, Sunday, and Holidays is billed at 1.5x rate
- Device Management including Microsoft & 3rd Party App Updates
- Managed Nex-Gen Anti-Virus / Anti-Malware
- Server, NAS, Network, Wireless & Cloud Tools Maintenance and Management
- IT Management; Process Documentation, Asset & Inventory Management
- Cyber Security Training and Simulated Phishing
- Vendor Management for all Client Software, ISPs, and IT Security Vendors
- IT Strategy Alignment, Yearly Budget Planning & IT Planning
- Technology Business Review Meeting (at least bi-annual, typically quarterly)

We offer up to 12 hours of onsite support per month, as required. Please note that any unused hours expire at the end of each month and cannot be carried over.

Work not covered under the All-Inclusive plan is considered a project. Projects are not included under the All-Inclusive plan and will be first quoted, approved, and charged at an hourly rate of \$198/hour.

SPECIAL CONDITIONS

A requirement of the response to the RFP expects a section on 'Special Conditions.' However, at this time, Velonex Technologies has no content for this section and will comply with the special conditions outlined within the City of Delta's guidance document to the best of our ability.

PROPOSAL FORM

A requirement of the response to the RFP expects a section on 'Proposal Form.' However, Velonex Technologies was unable to locate a 'Proposal Form' under 'Supporting Documents' for this RFP.

COST PROPOSAL

At Velonex Technologies, we understand the budget constraints outlined by the City of Delta, with a set budget of \$60,000 for this RFP. Considering the comprehensive scope of services required, including onsite assistance for new hardware purchases, cabling, relocation of the police department to a new building, wireless upgrades, server installations, as well as remote monitoring and patching of systems, we acknowledge that our quote does fall outside the highest end of the spectrum for service delivery.

Additionally, we recognize the City of Delta's preference for cost-effective proposals. However, the inherent constraints of the "iron triangle" concept often result in compromised services when providers attempt to deliver high-quality, rapid, and inexpensive solutions simultaneously. As the adage suggests, excellence, speed, and affordability cannot always be achieved together, and prioritizing any two may necessitate trade-offs. We firmly believe that it's crucial for the City of Delta to grasp the full scope of this project within the marketplace, even if the costs exceed the budget by more than twofold. Understanding the true requirements and associated costs ensures informed decision-making and prevents potential setbacks or compromises in project delivery.

Monthly Rates:

- **Workstations:**
 - Currently the City has 78 endpoints; our rate is \$150 per endpoint.
 - Pricing is valid up to 80 total endpoints.
- **Servers:**
 - Currently the City has 10-15 servers; our rate is \$150 per server.
 - Pricing is valid up to 15 total servers.
- **Network Site(s):**
 - It's unclear at this time how many different sites the City of Delta may have, however, our rate is \$200/site.

One-time onboarding fee: \$3,850

First Month Invoice Preview:

Workstations	\$11,700
Servers	\$1,500
Network Site (one location)	\$200
One-time onboarding	\$3,850
Total	\$17,250.

Subsequent Months Invoice Preview (assumes static counts for workstations, servers, and network sites):

Workstations:	\$11,700
Servers	\$1,500
Network Site (one location)	\$200
Total	\$13,400.

Projected 12-month spend with no scoped projects: \$164,650.

ADDENDUM

As stipulated in the RFP, a section dedicated to 'Addendum' is expected. Velonex Technologies comprehensively reviewed Addendum #1 provided by the City of Delta. We acknowledge the 'Changes to Provided Materials' inclusion of the 'IT Structure' as well as the 'Questions Received and Answers.' This supplementary information has informed our Cost Proposal, which was provided above within this document.

REFERENCES

Over the years, Velonex Technologies has forged partnerships with numerous exceptional companies, enabling us to consistently deliver projects ahead of schedule and within or under budget. Below are three projects completed within the last five years. Each project shares similarities with, or surpasses the complexity of, the project described in this RFP.

Project #1—Municipality/Government Project

Project Name: East Medina County Special Utility District

Service Location/Address: 16313 FM 471, Devine, TX 78016

Service Size: 16 workstations, 5 servers

Service Description: Velonex Technologies provides Managed IT Support services to the local government entity. The services cover hardware and application support, end-user support, server administration and support, backup management, network and cyber security management, technology reviews and upgrades, IT budgeting, and as-needed project support.

Contact Person: Lauren Evans, Business Manager

Contact Telephone number: (830) 709-3879

Project #2—Local Project

Project Name: Left Hand Brewing

Service Location/Address: 1265 Boston Ave, Longmont, CO, 80501

Service Size: 56 workstations, 4 servers

Service Description: Velonex Technologies provides Managed IT Support services to the business. The services cover hardware and application support, end-user support, server administration and support, backup management, network and cyber security management, technology reviews and upgrades, IT budgeting, and as-needed project support.

Contact Person: Nick Wiedrich, Accounting Manager

Contact Telephone number: (303) 772-0258

Project #3—Projects at Scale

Project Name: Kennedy Wilson

Service Location/Address: 151 S El Camino Dr, Beverly Hills, CA

Service Size: 372 workstations, 24 servers

Service Description: Velonex Technologies provides Managed IT Support services to the business alongside their internal IT team. The services cover hardware and application support, end-user support, server administration and support, backup management, network and cyber security management, technology reviews and upgrades, and IT strategy.

Contact Person: Noel Clark, Vice President of Information Technology

Contact Telephone number: (310) 887-3413

APPENDIX: SAMPLE RESUMES

Systems Administrator

Professional experience

Velonex Technologies

5/2022 – Present Systems Administrator Remote

Responsible for day-to-day support of 20+ clients, each with their own userbase, some covering multiple countries and time zones. Responsible for all hardware, software and any networking needs for these companies. Responsible for all Escalations from tier 1 technicians.

30 Physician Doctor's Office

2015 – 2022 Systems Administrator Atlanta, GA

CompTIA A+ Certified

Responsible for day-to-day support of 12 offices, 500+ workstations, 30 VM servers, and 4 hosts, while being on call 24/7 for 30 Physician's needs. Strict monitoring of antivirus solution, managing and resolving support tickets from staff of over 300 users. Organizing and cabling network closets. In the medical field there are persistent challenges and projects that must be handled quickly and securely to protect patients and staff. Maintained connections to EMR platform and imaging platform with 50+ diagnostic devices. Training staff on the various workplace needs with including E-faxing, scanning, network shares, email encryption, etc. This job has allowed me to expand my IT knowledge and also apply it in many new and innovative ways within Medical based IoT.

Proficient in the following:

- Exchange 2010-2016
- Windows XP-Windows 10
- Windows Server 2003-2016
- Networking, Wired and Wireless
- TCP/IP
- Active Directory
- Domain Controllers
- Group Policy
- Printers/Scanners/Copiers/Fax
- Network Shares and Permissions
- Cloud Based Systems
- Backup and Disaster Recovery Systems
- SAN and NAS
- iPad and iOS Management and Deployment
- Servers and Server Hardware
- Virtualization
- VMware and ESXi
- Avaya Phone Systems
- Windows Image Capture and Deployment
- HIPAA Compliance
- PC Hardware Building, Repairing and Troubleshooting
- Typing 80+ WPM

Help Desk Technician

Summary

Proven IT professional that can tackle all aspects of the IT environment including end user service, infrastructure administration, and cloud management.

Skills

- Information Technology Service Delivery (ticketing, metrics, process)
- Microsoft 365 and Google Workspace
- Windows and Linux Desktop
- Virtualization and Server Administration (Windows/Linux)
- Networking and Networking Services
- Scripting and Web Development

Experience

Help Desk Technician

Velonex Technologies

Nov 2022 – Current | Full-Time

- Provide best-in-class white glove help desk service to managed service clients with a focus on SLA performance, client satisfaction, and time tracking.
- Create standard work for the entire team and document client specific processes and environments.
- Create Scripts to automate advanced, bulk user management
- *Team Top Performer*

IT Technician

Charter School System

Jun 2020 – Nov 2022 | Part-Time transition to Full-Time

- Managed IT Infrastructure, endpoints, and SaaS across two campuses, including 2,000+ managed endpoints
- Modernized critical infrastructure that was outdated and vulnerable
- Provided support to administration, faculty, parents, and students

Certification and Education

CompTIA Server+

CompTIA A+ ce

Professional Services Engineer



Experience

2022 – CURRENT

PROFESSIONAL SERVICES ENGINEER, VELONEX IT

Responsible for many cloud-related activities including: Assess an organization's IT infrastructure to determine options for moving to the cloud; Oversee the migration process and maintaining the new system; Perform configuration management and disaster recovery tasks; Deploy Azure virtual machines in a highly available environment; Design virtual networks that support workloads with a high level of security and performance; Configure hybrid connectivity between Azure and on-site environments; Monitor network performance to comply with service-level agreements; Using automation technology options within Azure; Design and implement data protection options in Azure.

2020 – CURRENT

PROFESSIONAL SERVICES ENGINEER, CALIFORNIA-BASED MSP #2

Scope project implementations and specifically assigned customer engagements.

Implementation of technology solutions including server and network upgrades, 2FA and other security implementations, and software updates.

2019 – 2020

LEVEL III ENGINEER, CALIFORNIA-BASED MSP #2

Provide technical assistance and support for incoming queries and issues related to computer systems, software, and hardware. Respond to queries either in person or over the phone. Write training manuals. Work within cloud environments as well as onsite server environments. Configure and maintain VM'S.

2018 – 2019

TECH ENGINEER, CALIFORNIA-BASED MSP #1

Provide technical assistance and support for incoming queries and issues related to computer systems, software, and hardware. Respond to queries either in person or over the phone. Write training manuals. Maintain backups for multiple servers and user's computers.

2012 – 2018

SYSTEM AND NETWORK ADMINISTRATOR, AUTOMOTIVE ENTITY

Managed and maintained servers (Windows/Unix/Linux) ensuring better uptime. Evaluate, monitor and enhance it infrastructure while improving reliability, security, and system integration.

2010 – 2012

system and network administrator, CALIFORNIA COMPANY

Evaluate and enhance system efficiency and reliability. Maintain system security and troubleshoot server and network connectivity issues.

2005 – 2010

network administrator, FINANCIAL ENTITY

Full-time system administrator maintaining servers, ensuring reliable uptime. Largely focused on security, reliability, and data confidentiality.

Skills

CCNA Certified

Efficient in Windows Server 2012/2016/2019

Proficient in HTML/Java/PHP

Fluent in both Spanish and English

Proficient in the entire Unifi Stack

LANs/WANs, TCP/IP

Cisco and Sonicwall, Active Directory Domain

Controllers, DNS, VOIP, Wireless/VPN

Architecture

Experienced in deployment and configuration of VM's



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2024 by and between CITY OF DELTA, a Colorado home rule municipality (the "City") and Trioptimum Technologies, (the "Professional")

WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

Professional agrees to provide services in accordance with the Scope of Professional Services and Fee Schedule attached hereto as **Exhibit A** and incorporated herein by this reference (the "Services").

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The Services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement and completed with due diligence thereafter. Time is of the essence in this Agreement. Provided, however, that any payment obligations of the City for fiscal years after the year in which this Agreement is executed is subject to and contingent upon annual budgeting and appropriation by City.

3. PROFESSIONAL RESPONSIBILITY

Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services rendered by Professional, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. Professional represents that it has the special expertise and background necessary to provide the City with the Services listed on Exhibit A, and the City is expressly relying on the technical and professional expertise of Professional.

4. COMPLETION

In consideration of the Services to be performed pursuant to this Agreement, the City agrees to pay Professional in accordance with the Fee Schedule included in Exhibit A, including the not-to-exceed amount, if applicable. Monthly partial payments based upon Professional's billings are permissible. The amounts of all such partial payments shall be based upon Professional's progress in completing the Services. Final payment shall be made following acceptance by the City of the completed scope of work of the Services.

5. CITY REPRESENTATIVE

The City hereby designates Elyse Ackerman-Casselberry as its representative and authorizes them to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.

6. **INDEPENDENT CONTRACTOR STATUS**

Professional and any persons employed or retained by Professional for the performance of Services hereunder shall be independent contractors and not agents or employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of the City as to end results of the work only.

A. Professional is providing Services independently and, therefore, is not an employee, partner, or joint venturer with the City, and neither party has the authority to bind the other in any respect. Professional warrants to the City that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the City shall not withhold from Professional unemployment insurance, social security, taxes or any other withholdings. Professional agrees to be responsible for all such payments required by law.

B. **Taxes.** Professional acknowledges and agrees to report all payments received from the City on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify the City for any such payments required but not paid.

C. **No Insurance or Benefits.** Professional acknowledges and agrees that it is not covered by any of the City's insurance, including the City's workers' compensation coverage, and is not entitled to any benefits otherwise provided to the City's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During the Term of this Agreement, Professional will carry any insurance required by law, including, without limitation, professional liability insurance and general liability insurance.

7. **PERSONAL SERVICES**

It is understood that the City enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

8. **ACCEPTANCE NOT WAIVER**

The City's approval of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve Professional of responsibility for the technical accuracy of the Services. The City's approval or acceptance of, or payment for, any Services shall not be construed or operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

9. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof by written notice from the other party.

10. REMEDIES

In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. In the event Professional fails or neglects to carry out the Services in accordance with this Agreement, the City may elect to make good such deficiencies and charge Professional therefor.

11. TERMINATION BY THE CITY

The City may terminate this contract at any time for its convenience. Professional shall be paid pro rata for Services completed to the date of termination pursuant to Exhibit A.

12. LIMITATION ON DAMAGES

The parties agree that Professional's remedies for any claims asserted against the City shall be limited to proven direct damages in an amount not to exceed amounts due under this Agreement and that the City shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits.

13. INSURANCE

Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Professional under this Agreement in accordance with this Section 13. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Professional shall not be relieved of any liability, claims, demands, or other obligations assumed in this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Professional pursuant to this Section 13. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified

self-insured status may be substituted for the Worker's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under Colorado law.

B. Commercial General Liability insurance with a minimum combined single limits of ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000) aggregate for each occurrence (FOUR HUNDRED TWENTY-FOUR THOUSAND DOLLARS, \$424,000, per injured person), but in no event shall the policy reflect amounts less than those set forth in the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-114, as may be adjusted from time to time. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance with a minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Professional's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. If Professional has no owned automobiles, the requirements of this Paragraph (C) shall be met by each employee of the Professional providing Services to the City under this Agreement.

D. Errors and Omissions insurance in the amount of \$500,000 per claim, as applicable.

The policy required by Paragraph (B) above shall be endorsed to include the City and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Professional shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance required by the City shall be completed by Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to the City.

Failure on the part of Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by

Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations and any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or otherwise available to the City, its officers, or its employees.

14. INDEMNIFICATION

Professional agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the omission, error, professional error, mistake, or negligence, of Professional, any subcontractor of Professional, or any officer, employee, representative, or agent of Professional or of any subcontractor of Professional, or which arise out of any workers' compensation claim of any employee of Professional or of any employee of any subcontractor of Professional, except to the extent caused by the negligent acts or omissions of the City, its officers or employees. This indemnification provision shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

15. OPEN RECORDS

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of Professional and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The City is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by Professional. Professional hereby waives any claims of any kind whatsoever against the City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

16. APPROPRIATION

No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation under applicable Colorado law.

17. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United

States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section.

TO CITY: City of Delta
360 Main Street
Delta, Colorado 81416
Attn: Elyse Ackerman-Casselberry
Email: elyse@cityofdelta.net

TO PROFESSIONAL: Trioptimum Technologies
150 Merchant Drive
Montrose, CO 81401
Attn: Christopher Parker
Email: cparker@trioptech.com

18. GOVERNING LAW; VENUE

This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for any dispute arising out of this Agreement shall be in the District Court for Delta County, Colorado.

19. ATTORNEY FEES

Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

20. SEVERABILITY

In the event any part of this Agreement is found to be void, illegal, invalid or unenforceable under present or future laws, then, in such event, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted and shall be construed to effectuate, as nearly as possible, the original intentions of the parties based upon the entire contract, including the invalidated provision.

21. REPRESENTATION

Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

[Remainder of page intentionally left blank.]

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

CITY OF DELTA, COLORADO

PROFESSIONAL

By: _____

Name:

Title:

By: _____

Name:

Title:

ATTEST:

City Clerk

EXHIBIT A

Scope of Professional Services and Fee Schedule

Combination of monthly-service allotment in conjunction with per-hour payment basis. Monthly-service costs are to cover time inherent to the maintenance and support of devices to ensure optimization and performance, monitoring backups, evaluating policy conformity/violations, monthly analysis and recommendations, and core software license fees.

Service	Cost
Monthly Base	\$3200
Standard Hours Support (Mon-Fri 8am-5pm)	\$75/hr
After Hours/Emergency Support (non-standard business hours and weekends)	\$150/hr



CITY WIDE MONTHLY REPORT MARCH 2024

CITY MANAGER

Delta Library Innovation Workspace - Both new employees filling the Business Incubator Manager and Creative Technologist positions in the Coworking and Makerspace have started. The Tool Raiser effort is ongoing. On 2/21/24 the City's application for Enterprise Zone Contribution Project (EZCP) was approved through Region 10. This enables individuals to receive a tax credit through the State after donating tools to this project. Please contact meganne@cityofdeltanet for more information about this process.

Crisis Prevention Unit - CPU is fully staffed! The team is actively working to support the Delta Police Department and reduce noncriminal call volume. The new team is working together to provide resource connection to participants and vulnerable members of our community. To contact CPU please call 970-874-7911 or visit the Resource Center on Wednesdays from 11 am to 1 pm located at 135 4th Street in Delta.

4th Street Hill - The 4th Street Hill Reconstruction project is underway. The contractor is actively working to complete demolition activities on the project site. For the most up-to-date information including project plans, maps, and schedules please visit the project story map at the following link.

<https://storymaps.arcgis.com/stories/21034d445ed84e0292ad7561fc981f2d>

Communications Team - In February, staff created and began to use a new internal system to streamline communicating waterline breaks, road closures, and other disruptions to the public. With the new system, everyone on the team receives a notification when there is a need to create a public notice. More people have all the information has enabled us to get word out at a quicker pace.

Municipal Arrests and Jail Space - The City and the County met in February to discuss municipal arrests and jail space. These conversations are ongoing. A joint work session with County Commissioners and City Council is in the works.

One Delta County - The One Delta County Executive Committee met on February 21, 2024. The group discussed the formation of committees to focus efforts. One Delta also continues work on the Workforce Housing Project with the City and its partners.

Housing Authority of Delta - The Housing Authority of Delta met on 2/28/2024, for their regularly scheduled board meeting. The developer working with the Housing Authority submitted the 9% Low Income Tax Credit Application (LIHTC) to the Colorado Housing and Finance Authority (CHFA) at the beginning of February. The Housing Authority anticipates hearing back about the application around mid-May 2024.

ADMINISTRATION TEAM

Human Resources

- We are currently at an employee count of 104 FT and 135 PT.
- We have had 5 new hires and 2 Termination for February as of 02/27/2024.
- We are recruiting for PT LifeGuards, Building Official, Public Works Trash Truck Driver and a Seasonal Gardner.
- The **Employee Council** is still working on communication within the City and keeping a close eye on department morale. The next meeting will be held at the Library including a tour.
- The **Safety Committee** is working on the Training schedules for the year. The committee is also working on City Equipment Policy to ensure the proper use and care of all City assets.

City Clerk

- Completed ten records requests.
- Submitted three liquor renewals.
- Completed ??burial permits for the cemetery.
- Sold ?? cemetery lost.
- Two new liquor license applications have been submitted. Staff is reviewing the applications and will be set for hearing in March and/or April.
- Working with a law firm on another new liquor license that is likely to be submitted in March.
- Working with CMCA on training for Clerk's throughout the State and the Annual Conference.
- Working with CML to create a Clerk's Corner on their monthly newsletter. First article will be in their next newsletter.
- Working on RFP/contract process.

- Reviewing the City's social media policy.
- Preparing for the CIRSA annual audit on training as well as the annual property audit.

Municipal Court

- Created the new court schedule and communicated such to law enforcement.
- Working with the City Prosecutor on court processes.
- Received the following new cases:
 - 1 Animal Control citations
 - 23 various municipal violation citations
 - 43 traffic citations

Public Information and Innovation (and GIS):

GIS

- Developed completion timeline for iWorq migration; compiling maps and data form need to transition
- Continued ipad support for IT
- Readdressed H50 and 1560 Rd. neighborhood near the intersection of Hwy50 and 1560 Rd.
- Continue to provide new address activations as well as work through Address correction suggested by regional e-911.
- Continued collaboration and support as part of the City's development review team and Community Development department.

Events and Marketing

- Continued planning with our steering committee for this year's Cinco de Mayo Celebration on Friday May 3rd.
- Continued print media advertising contract with Delta County Independent.
- Secure two bands for the Cleland Park Music Series June 13th and 27th. Currently in the process of signing contracts.
- Planning Shakespeare at the Fort in late June.
- Continued work on Marketing, Advertising, and other media items.

Fort Uncompahgre

- The Fort closed on Dec 23rd, 2023 until March 12 2024.

- We are cleaning up and organizing in preparation for some maintenance work at the Fort during the months of January and February. This includes cleanup and reorganizing the Office space at the visitor's center and the classroom building in the NE corner of the fort.
- We have developed Job Descriptions for three volunteer positions at the Fort to be used to recruit volunteers from the RSVP program at Region 10.
- Coordinating our St. Patty's Day Volunteer Rendezvous in March. This event is both a thank you to all of our volunteers from last year and a recruiting effort initiated by our current volunteers.
- We are finishing up our merchandise inventory from the 2023 season.
- Working with area teachers to schedule Fort tours in Spring and Fall 2024.

Fleet & Facilities;

- Techs have been busy with repairs and maintenance on all equipment & vehicles.
- . Vehicles and equipment have been approved for purchase by the City Council. Vehicle build dates have been issued. They will be starting April 1, 2024. Should start seeing some of them in May.
- . Street sweeper is still down. Sent to Grand Junction for engine and hydraulic system work.
- Staff is still working through the paint issues when scheduling permits due to poor manufacturing painting. Body shops have started to catch up so this process should speed up.
- .For the month of February Fleet has completed 91 repair and maintenance work orders.

Facilities;

- . Maintenance and repairs on the City facilities are still ongoing.
- . Work on the Library coworking /maker space is progressing.
- . For the Month of February Facilities has completed 28 work orders.

WELLNESS PLACE TEAM

Recreation

Youth:

- The Community Garden is coming along. Staff will be traveling to Denver this weekend to receive the Colorado Garden Foundation Grant for \$15,000. The funds will help provide, planting beds, soil, greenhouse, benches, shade structures and plants to help grow a garden for our community. We had our first volunteer and participant meeting this week and we have a great group of volunteers excited to get this off the ground. The greenhouse supplies are in and will be constructed this Saturday March 2nd. Sincere appreciation to all the donations that we have received so far to move this project forward as well as the City of Delta Parks & Public Works for all their amazing help with the dirt work and gravel.
- Mark your calendars for the 12th annual Outdoor Heritage and Safety Day on Saturday June 1st from 10am-1pm. Fishing derby 7am-10am, fishing poles provided for the first 100 participants. This event is Free for the entire family to enjoy some outdoor fun and have lunch!

Fitness:

- TRX classes are in high demand, so look for an added class in March on Tuesdays at 4:30.
- Nutrition coaching classes coming soon, more details coming in March.
- Staff is working on informational tri-folds to showcase the personal trainers experience and certifications to help clients choose the best trainer for their needs.

Customer Service:

- We are continuing to work on updating the conference room to reduce the wear and tear of equipment, including a 360 powerpoint projector in the ceiling and remote screens. We also are working on expanding our rental space to include the patio with some additional lighting.
- We are working with our registration software company who is experiencing some technical issues with the program, to help us move forward with online facility reservations and electronic transfer banking on memberships.

Aquatics:

- Congratulations to Amanda Hatch for being awarded the Western Slope Coach of the Year for the Delta High School Swim Team.
- Staff will be presenting to the “Balancing Act in Aquatics” which will offer aquatics users a better understanding of how operations and decisions are made in the pool.. The presentation will be on Thursday February 29th from 12-2pm.
- Summer swimming lesson registration information will be coming the first of April and those spaces fill fast, so look for that soon.
- We recently offered a lifeguard class during the school break and hired a couple of candidates from that class, which will help boost our swim lesson and guarding situation for the upcoming summer months. Look for the next lifeguard class during Spring Break April 15-19th. All ages are welcome to apply for this opportunity. We continue to offer scholarships for all participants wanting to be a lifeguard at the Bill Heddles Recreation Center, see aquatics for more details..
- The aquatics has new hours of operation to help streamline the schedule and open hours of open swim for all ages.. The new schedule is 5:45-10am adults only, 10am-2pm and 4-7pm open swim.
- The aquatics have been given approval to move forward with Mid America Pool Renovations to resurface the Tot Pool beginning in mid August, more details to follow.

Maintenance:

- The following are projects that we are working on or plan to be doing in the upcoming months: replacing all weather stripping around doors, labeling all electric panels, surge protection on high and low voltage meters on the Rec Center, repainting parking lot lines, adding motion light sensors to rooms, repair and replace PA System speakers, and looking to get bids on Recreation Center flooring replacement.

Parks, Open Space, Trails-

- Daily trash and restroom cleaning
- Playground trail and bike park reports completed
- Soccer goals set up
- Compost hauled to flower beds and prepped
- Tree trimmed all parks and cemetery
- 3 tree removals
- Removed $\frac{3}{4}$ of the soil at the arena and built parking area east side of confluence lake
- Built 740 feet of split rail fence for parking area
- Graveled parking area
- Replaced compressor at parks shop
- Watered all trees
- Removed old chainsaw art at Cleland(hazard)
- Repaired zip line at Cleland
- Replaced missing straps and adjusted nets at tennis courts for high school tennis
- Expanded parks yard moved tennis storage shed
- Installed projector and screen at parks shop
- Installed couplers for trees along new parking area
- Started ballfield maintenance mountain view
- Lowered swinging bridge
- Expanded community engagements parking lot
- Picked up greenhouse for community garden
- Pruned grasses and shrubs rec center and concession stand
- Osprey nest was removed from above lights at Confluence baseball fields with assistance from Colorado Parks and Wildlife
- Replaced three lights that were out at Confluence baseball field

Community Engagement

EVENTS

- Balloon Festival-July 4-7th, 2024-Tentative schedule of events is posted to the City Website. The meeting with the Fire Department went well and they have agreed to allow a portion of the lake to be open on July 4th until dusk. We have secured entertainment for Friday and Saturday evenings. Dewayne Hill, a comedian/magician, will be performing on Friday night. Saturday night we will have Remi Mae followed by David Starr and Erik Stucky. Snob Productions will be providing the stage, sound, and a LED video screen for the two days of events. On Friday, February 23rd we did some test tethering with Jim and Sue Barnosky. Everything is coming along to make for a great event!
- The Parks Department has been working on adding additional parking South of the baseball fields at the rec center. Thanks Shaun and your team for making this happen!

YOUTH SPORTS

- Registrations for Girls Softball ages 7-14, T-Ball ages 4-6, Machine Pitch Baseball ages 7-8, and Youth Tennis Clinic.
- Little League registrations are complete and we will be having our player evaluations on Saturday, March 2nd. We have a total of 89 kids signed up which is the exact number from last year. Teams will begin practice the 2nd week of March.
- Soccer registrations are complete. We have a total of 260 kids signed up for a total of 29 teams in Delta. Teams will begin practice the first week of March.
- Our 3-5 year old Learn and Play Sports program has 19 participants. They will meet for five Fridays in March to learn the basics of five different sports.
- Elks Hoop Shoot-Two of our Delta kids won the district championship and got to participate in the state Elks Hoop Shoot in Salida on February 24th. Congrats to Jasmine Ealey and Greyson Hollenbeck!

ADULT SPORTS

- Pickleball continues to be active in the rec center gymnasium 5 days a week. 40 pickleball players participated in a Superbowl round robin tournament on February 10.
- The Spring Adult Volleyball league started on February 26. There are 12 COED rec teams and 5 COED competitive teams that play on Monday and Tuesday nights.
- April Fool's Softball Tournament registration is going on now until March 30th.
- Wallyball is played in the racquetball courts on Wednesdays and continues to see an average of 12 players a night.

PARK RENTALS

- Food Bank of the Rockies at Lion's Pavilion was the only park reserved in February. Food distribution happens on the third Wednesday of the month all year long. Park rentals for the spring and summer are picking up with most Saturdays in July having at least one pavilion rented.

LEISURE

- Annual Racquetball Rumble Tournament-We hosted a total of 35 players for a four day tournament (30 of the players played in two divisions). Players came from all over the Western slope, Denver, and even New Mexico. A total of 58 games were played over the long weekend and a ton of fun was had by all!
- Toddlers(3-5 yrs.) invaded BHRC with over 35 toddlers engaging in various activities from: Bump N Jumps, scooters, bowling, baseball, and other physical fun. The Nature Connection has provided us with the funding to purchase four new strider rockers for toddler time.
- Another Bowling N Brews trip in the books as it seems to be one of the most popular.... Bowlers(21) had lunch at Horsefly Brewery then tested their skills on the lanes.
- Participants(10) took a snowshoeing trip to the Grand Mesa to get exercise and enjoy the sunshine.
- Our participants are very excited about getting a new van. Thanks for all your work Rod to make this happen!

GOLF

-GC Maintenance

- Began building workbench and cabinet storage area in the shop
- As ground softened, we were able to start moving more sprinkler heads out of the cart path and into the turf areas
- Finalized electrical repairs and mainline repairs
- Charged up irrigation season
- Began burning native areas
- Performed general course maintenance
- Finalized landscape cleanup at backside of clubhouse
- Began seeking out bids on various upcoming course projects
- Watered Greens

PW & UTILITIES TEAM

Public Works & Engineering

- Got the Armory sewer utilities connected
- 3 Fire Hydrant replacements - Leon & 6th, 7th & Leon, and 5th & Hillside
- Replaced culvert on H Rd
- Took delivery of asphalt milling from 4th St Hill project
- Built greenhouse pad for the Fort
- Burned weedy areas - 5th & Confluence, Reaction Basin, Confluence retention pond
- 2 Water breaks - 2nd & Dodge and Frontier & Juniper
- Put Mountain Pipeline together to begin filling Reaction Basin with water to supply Golf Course

- Started 4th Hill Construction and almost completed with asphalt, concrete, tree removal and other grubbing

Electric & Broadband

- Working on final discussions with Ouray Hydro plant on the possibility of repurposing unit one generator to replace their existing one. We will have information to council hopefully in March.
- Completed the conduit and Transformer installation for the Armory rebuild.
- Removed the meter pole in the parking lot of The post office so they could back the mail truck in without the Armory lot.
- Installed 3 new services and one additional Solar Net meter. Also repaired 12 street lights.
- CAMU is engaging Municipal Electric Utilities in the Governor's Energy Office stakeholder meetings on the future of Net metering in the State.
- Setting Plans on the EV charger to be placed in the parking lot on 4th and Meeker. We will bring the plan to Council work session in March

CITY FORWARD TEAM

Community Development

- Continue to provide support to the Grant Agreement from the U.S. Department of Transportation Federal Highways division to kick off the RAISE-funded Main Street revitalization project.
- Attended Better Supervisors Training with the leadership team.
- Hired two staff for the Business Incubator and Makerspace positions for the EDA grant.
- Began providing building inspection services to Paonia under the agreement executed with the City.
- Continued discussions with All Points Transit to discuss current routes in Delta and begin discussions regarding a planned circular route for Delta. All Points currently operates the Montrose-Delta commuter route and the Dial a Ride service in Delta. The new circular route in Delta is planned for early spring.
- All Points Transit will be hosting its Brews and Bites event at The Grove on Friday May 3rd.
- Participated in Prop 123 Stakeholder webinar to discuss Fast Track processes for housing developments that include affordable housing components.
- Participated in the Library Innovation Workspace Open House Kickoff and Tool Raiser.
- Building department stats
 - 6 building permits issued, of those permits 2 were single-family dwelling
 - 44 total permits issued
 - 104 inspections completed

- 14 inspections completed for the Town of Paonia
- **Building project updates**
 - The Grove - need final inspections, fire/building
 - Armory - elevator foundation and interior rough inspections
 - Grace Community Church Expansion - preparing for final inspections
 - Les Schwab - framing complete, in process of rough inspections
 - Java Hut - Waiting for applicant to final site plan and improvements agreement
 - Sheriff's Office - Temporary occupancy approved
 - Pregnancy Resource Center - complete
 - **Planning and Subdivisions**
 - 6 Boundary Adjustments in progress
 - 2 Boundary Adjustments on hold
 - 8 Subdivisions in progress, 0 Subdivision on hold, 0 Minor Subdivision on hold
 - 1 Rezone applications in progress; 1 Rezone applications on hold

POLICE DEPARTMENT

Delta PD updates for February 2024:

Police Operations:

- Completed Lifespot drill at Delta High School
- Met with Delta County Sheriff's Office in regards to municipal holds
- Attended Better Supervisor Training
- Conducted security for the Night to Shine Prom
- Conducted WCPOA membership push with Board members
- Responded to several large / complex crimes in February
- No stats available this month

Animal Control / Code Enforcement:

- Took numerous animals running at large calls.
- Addressed several unhoused camping issues

Community Policing:

- Attended DHS groundbreaking ceremony
- Several updates on social media
- Crime Mapping updates finalized
- Attended monthly zoom meeting with area PIO's

- Began collecting data to share crime maps on website and social media
- Completed several meetings with area businesses to discuss crime, crime prevention and Business watch programs.

Other Events:

- Construction is still moving rapidly at the Community Safety Center

Emergency Management:

- No updates

Delta Police Department Calls for Service:

No stats are available for February. We will include February in the next update

City Attorney Comments

City Manager Comments

Councilmember Comments

