ITEM RES 00-04802

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 20, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Migration to Google Apps for Government	✓ Resolution Ordinance Motion Discussion Only	Liangfu Wu Director of Information Services

SYNOPSIS
Resolutions have been prepared authorizing execution of 15-month license agreement with SADA of North Hollywood, CA, for use Google Apps for Government in the amount of $24,500 and an agreement with SADA of North Hollywood, CA to support the Village's migration to Google Apps for Government in an amount not to exceed $17,930.

STRATEGIC PLAN ALIGNMENT
The goals for 2011-2018 include *Continual Innovation.*

FISCAL IMPACT
The FY12 General Fund Budget includes $58,643 for migration to Google Apps for Government. The total cost for both projects will not exceed $42,430.

UPDATE & RECOMMENDATION
This item was discussed at the March 13 Village Council meeting. Staff recommends approval on the March 20 Consent Agenda.

BACKGROUND
The Village of Downers Grove has been evaluating options for the upgrade or replacement of its existing email, calendar and basic office software programs for the past 18 months. Currently, the Village uses Microsoft Office version 2003, which consists of the following programs: Outlook, Word, Excel, Access, Powerpoint and Publisher. Some version of Microsoft Office has been used by the Village since 1999. Upgrading to a newer version of MS Office would require the purchase of individual upgrades for each user. In addition to the MS Office programs, the Village also relies on separate software programs for email archiving and management of meeting room use, as well as certain scheduling. These programs will be replaced as well.

After thoroughly evaluating all available options, staff has determined that a migration to Google Apps for Government is the best available solution for the Village. Google Apps is a cloud-based system (delivered via the Internet with no on-site equipment) that will perform all of the basic functions currently being performed by the various programs described above. The migration to Google Apps for Government has been supported by the Village's Technology Commission, which discussed this item at two meetings.

Google Apps for Government will offer the following benefits to the Village:

- Improved search capabilities, especially for email searches in response to Freedom of Information Act (FOIA) requests

- Full complement of office-based software programs that offer enhanced features related to document sharing and collaboration in an online environment
- Access to cloud-based software programs via the Internet, which reduces costs associated with hardware, software and labor.
- Significantly lower total cost of ownership (TCO) over a five-year period as compared with the alternative of upgrading and/or maintaining the existing software programs.

As part of the Village's evaluation and planning of Google Apps for Government, staff undertook the following:

- Thorough financial and operational analysis of how the software would work for Village employees and interface with other software programs.
- Interdepartmental pilot program involving14 employees that were provided full access to Google Apps for Government over a 3-month period and offered input on its features and usefulness.
- Researched other government entities that have successfully made the shift to Google Apps to identify best practices and incorporate them into the Village's implementation efforts
- Developed a well-defined communication strategy to inform, engage and properly train employees on the Google Apps software and how it can be used to improve collaboration and efficiency
- Designed an implementation plan that features a gradual rollout, beginning with email and calendar features and then slowly moving to the word processing and spreadsheet programs.

Staff identified and addressed four key issues regarding the migration to Google Apps for Government during this process. Those concerns are summarized and addressed below.

- *Security* – The following will help to ensure the security and protection of Village data, which will be stored in remote facilities owned and maintained by Google:
    - Google Apps for Government customer data is maintained in data centers located only within the United States
    - Google's has developed and employs more advanced and sophisticated data security and encryption services than the Village has access to
    - Google has met all of the requirements for FISMA (Federal Information Security Management Act) certification
    - Storage of data in a Google cloud-based environment offers much greater and more rapid disaster recovery features
- *Record Retention & Retrieval* – The shift to Google and its email archiving system, Postini, will allow the Village to better maintain and retrieve email records than is available with the current system. Once the Village begins to implement the use of Google Apps, existing email records will be migrated into the new system and properly maintained in accordance with state records retention requirements.
- *Staff Training* – Because Google Apps has a different user interface than Microsoft Office 2003, user training is required. The IT staff has been working in an interdepartmental manner to educate and train employees on the transition process that will be required to migrate to Google Apps. This process will continue during the implementation phase.
- *Services & Functionality of Google Apps* – The document and spreadsheet programs offered through Google Apps have the features that will meet the needs of most users. However, certain personnel may benefit from the enhanced features that are provided in programs such as Microsoft Excel, Word or Access. The Village will continue to purchase and maintain specific Microsoft Office applications for the limited staff members that require them.

The following provides a basic summary of the costs associated with the Google Apps for Government migration and annual subscription:

Google Apps for Government:	$45/user/year
(Gmail, Google Calendar, Google Sites, Google Doc, Video)	
Google Postini Archiving:	$25/user/year
(Message security, Message discovery, Message continuity, and Message encryption)	

The total annual subscription:	$24,500
SADA one-time migration service cost:	$17,930
Total Project cost (first year subscription and one-time migration service):	$42,430

Pursuant to the Purchasing Policy the Village issued a Request for Proposals on November 4, 2011. The Village received one qualified proposal, from SADA Systems, Inc. The proposer is supported by Google and staff has verified that SADA is qualified to perform the required migration services.

ATTACHMENTS

Resolution
Report to Technology Commission dated December 14, 2011
Report to Technology Commission dated February 7, 2012
February 7, 2012 Technology Commission meeting summary

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SADA SYSTEMS, INC.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Master Professional Services Agreement (the "Agreement"), between the Village of Downers Grove ("Client") and Sada Systems, Inc. ("SADA"), for certain information technology services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

_____
Mayor

Passed:
Attest: _____
Village Clerk

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SADA Systems, Inc.
MASTER PROFESSIONAL SERVICES AGREEMENT

This **MASTER PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into as of March ___, 2012 (the "Effective Date"), by and between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and Village of Downers Grove, a municipal corporation organized under the laws of Illinois with an address at 801 Burlington Avenue, Downers Grove, IL 60515 ("Client"). SADA and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. BACKGROUND, OBJECTIVES, CONSTRUCTION AND INTERPRETATION

1.1 Background and Objectives. This Agreement will serve as a framework under which SADA will provide certain information technology services (the "Services"), as described in Exhibit A (Scope of Services), attached hereto and incorporated herein, and as further requested by Client from time to time during the term of this Agreement and agreed upon in an executed Statement of Work (as defined in Section 2.2).

1.2 Definitions.

(A) Capitalized terms used in this Agreement have the meaning assigned to them in the applicable Section. Terms, acronyms and phrases that are used in the information technology industry or other pertinent business context should be interpreted in accordance with their generally understood meaning in such industries or business context.

(B) The word "include" and its derivatives (such as "including" and "includes") mean "include without limitation."

1.3 References and Interpretation.

(A) Headings, captions and titles used in this Agreement are included for convenience only and in no way define the scope or content of this Agreement or are to be used in the construction or interpretation of this Agreement. Any reference to a particular article or section number or exhibit is a reference to that specified article, section or exhibit of this Agreement, except to the extent that the cross-reference expressly refers to another document.

(B) If there is a conflict or inconsistency between the terms of this Agreement and any executed Statement of Work, the terms of this Agreement will prevail except to the extent that the executed Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work. Notwithstanding the preceding sentence, no executed Statement of Work will be effective to: (1) expand, eliminate or restrict the scope of any indemnity obligation set forth in Article 10; (2) change any limitation of liability set forth in Article 11; or (3) settle or resolve any dispute between the Parties.

2. SCOPE OF SERVICES

2.1 Provision of Services. SADA will perform the Services identified in Exhibit A and those Services identified in additional Statements of Work entered into and executed by each of the Parties. Absent an executed Statement of Work, this Agreement does not, in and of itself, represent a commitment by either Party to provide any minimum amount of charges or services.

2.2 Statements of Work. From time to time during the term of this Agreement, Client may ask SADA to perform services that are not described in an executed Statement of Work or this Agreement.

Following any such request, SADA will prepare and deliver a statement of work substantially in the form of Exhibit A ("Statement of Work"). Each Statement of Work will contain:

(A) a description of the work SADA expects to perform in connection with such project, including a description of any deliverables;

(B) a prospective schedule for commencing and completing such work; and

(C) SADA's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute such Statement of Work. Each executed Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such executed Statement of Work (subject to Section 1.3(B), each executed Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3 Modification of an Executed Statement of Work. Either Party may request modifications to an executed Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable executed Statement of Work. SADA will not be bound by the terms of any Change Order until it is executed by SADA.

2.4 Cooperation. Client understands that SADA's performance is dependent on Client's timely and effective cooperation, and that the quality of the Services are dependent on Client providing timely and accurate information to SADA and access to the required Client resources in accordance with the objectives of the applicable executed Statement of Work. Accordingly, any delay or nonperformance by SADA will be excused if and to the extent that such nonperformance results from Client's failure to perform its responsibilities so long as SADA uses commercially reasonable efforts to perform notwithstanding Client's failure (with Client reimbursing SADA for any additional out-of-pocket expenses incurred in connection with such efforts).

3. TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1 Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) one year after the Effective Date, and (B) the expiration or earlier termination of the last remaining executed Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement. The Parties may agree to extend the term by written agreement to that effect. Any extensions to this Agreement are subject to Client's purchasing policy with regard to extensions.

3.2 Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable executed Statement of Work, as of a date specified in the notice of termination.

3.3 Termination for Non-Payment. If undisputed invoices under this Agreement totaling at least two months' charges are at any time outstanding and unpaid for 45 days, and Client fails to make such payment within 30 days of receiving written notice from SADA of its failure to make such payment, SADA may, by giving written notice to Client, terminate this Agreement and any executed Statement of Work as of the date specified in the notice of termination. For the avoidance of doubt, if Client fails to pay any undisputed charges for hosting services provided by SADA, SADA may, by giving written notice to Client, terminate such hosting services. Client will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

3.4 Right to Suspend Services for Financial Instability. If SADA has reasonable grounds for questioning Client's ability to pay for the Services in a timely fashion, SADA may demand written

assurances of Client's ability to meet its payment obligations under this Agreement, the adequacy of which will be determined by SADA in its reasonable discretion. Unless Client provides assurances in a reasonable time and manner acceptable to SADA, then in addition to any other rights and remedies available under this Agreement, SADA may partially or totally suspend its performance of Services (including hosting services, if applicable) under this Agreement and any executed Statement of Work, without liability to Client.

3.5 Termination for Convenience. Client may terminate this Agreement or any executed Statement of Work for convenience and without cause at any time by giving SADA at least 10 calendar days' prior written notice designating the termination date.

3.6 Consequences of Termination. If this Agreement or any executed Statement of Work is terminated in accordance with the terms of this Article, SADA will be entitled to receive payment for all Services performed prior to termination in accordance with the terms of this Agreement or the applicable executed Statement of Work. In addition, if SADA terminates any executed Statement of Work pursuant to Section 3.2 or Section 3.3 or Client terminates this Agreement or any executed Statement of Work without cause pursuant to Section 3.5, SADA will be entitled to reimbursement for any obligations SADA has entered into for the purpose of performing Services that cannot be cancelled. Termination of an executed Statement of Work will not affect any other executed Statements of Work then in effect. Termination of this Agreement will result in immediate termination of all executed Statements of Work then in effect.

4. SADA PERSONNEL

4.1 Oversight and Responsibility.

(A) SADA will assign an adequate number of SADA personnel to perform the Services. SADA personnel will be properly trained and fully qualified for the Services they are to perform.

(B) SADA may utilize subcontractors and SADA affiliates to perform the Services, and elements of the Services may be performed from locations outside the United States.

(C) SADA will be responsible for the appropriate oversight and supervision of all SADA employees and any subcontractors who perform Services hereunder, each considered "SADA personnel" for purposes of this Agreement. SADA will remain responsible for any Services performed by subcontractors to the same extent as if SADA performed such Services itself.

4.2 Non-Solicitation. From the effective date of the applicable executed Statement of Work until 24 months after completion of its obligations under such executed Statement of Work, a Party will not directly or indirectly solicit or seek to procure (other than by general advertising), without the prior written consent of the other Party, the employment of: (A) in the case of Client, SADA's employees engaged in the provision of the Services under such executed Statement of Work; and (B) in the case of SADA, any Client employees engaged in activities related to the Services, unless, in either case, such employee has resigned from working for or been terminated by the applicable Party.

5. PROPRIETARY RIGHTS

5.1 Client IP. As between Client and SADA, all right, title and interest in and to Client IP (as defined below) will remain the exclusive property of Client. To the extent necessary to provide the Services, Client hereby grants SADA, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use the Client IP; provided that the rights granted to SADA hereunder will automatically expire effective upon the date that SADA ceases, for any reason, to provide the applicable Services. For purposes of this Agreement, "Client IP" will mean (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to Client or licensed to Client from third parties (other than SADA), that are provided to SADA by Client in order for SADA to provide the Services and fulfill its obligations under this Agreement.

5.2 SADA IP.

(A) As between SADA and Client, all right, title and interest in and to SADA IP (as defined below) will remain the exclusive property of SADA. Except to the extent that the Parties enter into separate license agreements with respect to any software products to be provided by SADA (in which case such software products will be governed by the terms of those license agreements), to the extent necessary to receive or use the Services or use any deliverable, SADA hereby grants to Client a perpetual, non-exclusive, worldwide, fully paid-up and royalty-free license to access and use (and to allow third parties to access and use solely for the benefit of Client) the SADA IP, for no additional consideration. Notwithstanding the foregoing, in the event that a Statement of Work provides for services and deliverables to be provided to Client on a trial or pilot basis, Client's license to access and use any SADA IP necessary to receive or use the services or deliverables provided as part of such trial or pilot will not be perpetual, but will be limited to the period of such trial or pilot phase, as set forth in the applicable Statement of Work.

(B) Nothing in this Section will be construed to grant Client any right to separate SADA IP from the deliverable into which it is incorporated and Client will not (and will not knowingly allow any third party to) adapt, modify, translate, reverse engineer, decompile, disassemble or attempt to decode or disassemble any source code or underlying ideas or algorithms of any SADA IP or part thereof. Client will not sell, rent, lease, sublease, license, lend, market or commercially exploit such SADA IP or use SADA IP for the benefit of any affiliate, organization or other third party not contemplated by the applicable executed Statement of Work, or assign or transfer any rights with respect to SADA IP granted under this Agreement.

(C) For purposes of this Agreement, "SADA IP" will mean (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to SADA or licensed to SADA from third parties (other than Client or its affiliates) that are used to provide the Services, together, in each case, with any modifications or enhancements thereto and derivative works based thereon. Client acknowledges and agrees that with respect to any SADA IP licensed to SADA from third parties, any rights granted to Client hereunder or under any executed Statement of Work, will be subject to all restrictions set forth in the applicable third party agreements.

5.3 Residual Knowledge. Nothing in this Agreement will restrict a Party from using Services-related ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques that are general in nature and retained in the unaided mental impressions of the Party's personnel, which either Party, individually or jointly, develops or discloses under this Agreement; provided that, in doing so, each Party does not breach its obligations under Article 7 or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. Except for the license rights set forth in this Article, neither this Agreement nor any executed Statement of Work grants any license to either Party under any patents or copyrights of the other Party. The Parties acknowledge that SADA has the right to: (A) provide consulting or other services of any kind or nature to any person or entity as SADA, in its sole discretion, deems appropriate, and (B) use any works of authorship or other intellectual property included in the deliverables to develop for itself, or for others, materials or processes similar to those contemplated or produced under this Agreement.

6. CHARGES AND INVOICES

6.1 General. Subject to the provisions of this Agreement, Client will pay SADA the amounts set forth in each executed Statement of Work (including any Change Orders thereto).

6.2 Reimbursement of Expenses. Client agrees to reimburse SADA for costs and expenses incurred in connection with SADA's performance of the Services, including computer, telephone, copy and delivery charges, material fees and reasonable travel expenses (including air travel, ground transportation, lodging, meals and incidentals); provided Client has approved such expenses (which approval may be evidenced in an executed Statement of Work). SADA will provide Client with receipts or other documentation substantiating all such reimbursable costs and expenses.

6.3 Invoices and Payment. SADA will invoice Client for all amounts due under an executed Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 60 days of receipt. Client will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

6.4 Taxes. All amounts payable under this Agreement and any executed Statement of Work are exclusive of taxes, unless otherwise stated in such Statement of Work. Accordingly, SADA will add an amount equal to any and all applicable taxes and duties, however designated, that relate to or arise out of SADA's provision of the Services (other than taxes based upon SADA's net income), which amounts will be separately itemized on all invoices provided to Client, unless Client provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Client is required by law to withhold any taxes from its payments to SADA, Client must provide SADA with an official tax receipt or other appropriate documentation to support such payments. If Client does not pay any taxes invoiced by SADA for which Client is responsible, SADA may make such payments on Client's behalf and Client agrees to reimburse SADA for such payments.

6.5 Disputed Fees and Late Payments.

(A) Client agrees to notify SADA within five business days of its receipt of an invoice from SADA, if Client disputes any amount or item in such invoice in good faith, and if no such notification is provided, the invoice will be deemed accepted by Client. Notwithstanding any dispute, Client will pay the undisputed portion of an invoice when due and payable. If Client withholds any amount associated with disputed amounts pursuant to this Section, Client will provide SADA with a description of the basis for such withholding. Upon resolution of a dispute involving any withheld amounts, Client will pay SADA such portion, if any, of the disputed amount agreed or determined to be owing to SADA.

(B) Delinquent payments with respect to SADA invoices will be subject to a finance charge of 1.0% per month (or the highest rate permitted by law, if less) from the payment due date until such invoice is paid in full. Payments against such amounts by Client will be applied first to accrued interest and then to the principal unpaid balance. If Client is delinquent in paying its invoices, SADA may suspend further work on behalf of Client in accordance with Section 3.4. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting delinquent amounts, except where such delinquent amounts are due to invoicing errors by SADA.

7. CONFIDENTIALITY

7.1 Disclosure of Confidential Information. The Parties agree that in the course of SADA's performance of the Services, each Party may access, receive or exchange information that is confidential in nature. For purposes of this agreement "Confidential Information" will include all information, in any form, furnished or made available, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Recipient") that is marked confidential, restricted, or is otherwise designated as confidential. Confidential Information will also include information that, by virtue of the nature of the information or the circumstances surrounding disclosure, a reasonable party would understand to be proprietary to Disclosing Party or confidential, including without limitation: (A) any personally identifiable information or financial information of any individual; (B) information concerning the operations, affairs and business of a Party, a Party's financial affairs, or a Party's relations with its customers and employees; (C) in the case of Client, Client IP; and (D) in the case of SADA, SADA IP.

7.2 Exclusions. Confidential Information does not include, and this Article does not apply to, information that (A) is or subsequently becomes published or available to the public through no fault of Recipient, (B) is received by Recipient from a third party without a duty of confidentiality; (C) is independently developed by Recipient without reference to Disclosing Party's Confidential Information, or (D) was in Recipient's possession or was known to Recipient before it was disclosed to Recipient by Disclosing Party.

7.3 Restrictions on Disclosure and Use. The Parties agree:

(A) Neither Party will make any use of the other Party's Confidential Information or any copies thereof, for any purpose other than those contemplated by this Agreement.

(B) Neither Party will reveal, disclose or provide access to the other Party's Confidential Information to any third party without the prior consent of such Party, provided that both Parties may share Confidential Information with their responsible employees who have a need to know such Confidential Information to perform their duties. Client understands that all materials provided to Client by SADA are provided solely for Client's internal use. Notwithstanding anything to the contrary in this paragraph, SADA may disclose Confidential Information to properly authorized entities as and to the extent necessary for performance of the Services, so long as in each such case, the receiving entity first agrees to the obligations described in this Article.

(C) Recipient will take security precautions at least as great as the precautions Recipient takes to protect its own confidential information, and at any rate will take commercially reasonable security precautions to ensure that no one, other than a person authorized pursuant to this Section, gains access to Disclosing Party's Confidential Information without Disclosing Party's prior written consent. In the event that Recipient becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information, Recipient will immediately give notice to Disclosing Party and will assist Disclosing Party in remedying such unauthorized use or disclosure.

(D) Recipient is permitted to disclose Confidential Information as required by law, regulation or subpoena, provided that Recipient will (i) give Disclosing Party prompt notice of any such requirement, which notice must be sufficient to permit Disclosing Party to seek relief to prevent such disclosure, (ii) cooperate with Disclosing Party to secure confidential treatment of the Confidential Information, and (iii) disclose only that portion of Disclosing Party's Confidential Information that is legally required.

(E) Confidential Information is and will remain the exclusive property of Disclosing Party. Each Party agrees that it will have no proprietary interest in the other Party's Confidential Information and that nothing contained in this Agreement will be construed to grant either Party any rights, by license or otherwise, to any of the other Party's Confidential Information disclosed pursuant to this Agreement.

(F) The obligations set forth in this Section will apply to Confidential Information provided, furnished or otherwise disclosed by Disclosing Party to Recipient, whether prior to or following the Effective Date.

7.4 Controlling Provisions. For purposes of this Agreement, each executed Statement of Work, and the Services contemplated by this Agreement and such executed Statements of Work, the provisions of this Article will have precedence over and supersede any confidentiality or non-disclosure agreement executed by the Parties prior to the Effective Date.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Authorization.

Each Party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party.

8.2 Performance of Services. SADA represents, warrants and covenants to Client that the Services will be performed by qualified personnel with promptness and diligence in a workmanlike manner, consistent with applicable industry standards.

8.3 Viruses and Disabling Code. SADA will use commercially reasonable efforts to prevent the coding or introduction of viruses, disabling code or similar items into the Client systems by SADA or its agents; and SADA will, in the event a virus, disabling code or similar item is found to have been introduced into the software Deliverables or Client systems by SADA or its agents, at no additional charge, assist Client in reducing the effects of the virus, disabling code or similar item.

8.4 Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD PARTY PRODUCTS OR SERVICES.

8.5 Limited Warranty. In the event that any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from delivery of the applicable Service or deliverable.

9. INSURANCE

During the term of this Agreement, SADA will keep in force the following insurance coverage:

- Workmen's Compensation as required by statute and Employer's Liability with $1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee.
- General Liability with $1,000,000 per occurrence and $2,000,000 aggregate.
- Professional Liability with $2,000,000 per occurrence and $2,000,000 aggregate.
- Excess Liability or Umbrella Liability with $3,000,000 per occurrence and $3,000,000 aggregate.

10. INDEMNIFICATION

10.1 By SADA. SADA agrees to indemnify, defend, and hold Client harmless from and against all losses, liabilities, damages, and related costs (including settlement costs and reasonable attorneys' fees) (collectively, "Losses") arising out of a third party claim that the Services, SADA IP or any deliverables infringe or misappropriate any patent, copyright, trade secret or trademark of a third party. Notwithstanding the foregoing, in no event will SADA have any obligations or liability under this Section arising from: (A) use of any Service or deliverable in a modified form or in combination with materials not furnished or approved by SADA, (B) use by Client or its agents of such item in a manner not reasonably consistent with the applicable specifications, requirements or instructions for such item, and (C) any content, information or data provided by Client or other third parties.

10.2 By Client. Client will indemnify, defend and hold SADA harmless from and against all Losses arising out of (A) a third party claim that Client IP or other materials provided to SADA by Client misappropriate any patent, copyright, trade secret or trademark of a third party; (B) any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client; or (C) a third party claim arising out of or relating to SADA's use of any Client content, provided that such use complies with the terms of this Agreement.

10.3 Infringement. If the Services or any deliverable or item used by SADA to provide the Services or any deliverable becomes, or in SADA's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, SADA will, at its expense: (A) secure the right to continue using the Services, deliverable or item; (B) replace or modify the Services, deliverable or item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services or deliverable; or (C) if SADA cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, SADA

will discontinue providing the Services or remove the deliverable or item and the charges will be equitably adjusted to reflect such removal.

10.4 General. The Party seeking indemnification (the "Indemnitee") will promptly notify the other Party of the claim and cooperate with the indemnifying Party in defending the claim. The indemnifying Party will have full control and authority over the defense, provided that: (A) any settlement requiring the Indemnitee to admit liability or pay any money will require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the Indemnitee may join in the defense of a claim with its own counsel at its own expense. THE INDEMNITIES PROVIDED IN THIS ARTICLE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. LIABILITY

11.1 Limitation of Liability.

(A) IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

(B) EXCEPT AS PROVIDED IN SECTION 11.2, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AGGREGATE AMOUNT ACTUALLY PAID TO SADA BY CLIENT UNDER THE APPLICABLE STATEMENT(S) OF WORK GIVING RISE TO SUCH LOSS.

(C) No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either Party more than one year after the Loss occurred, except that an action for non-payment may be brought within one year of the date of last payment.

11.2 Exceptions to Limitation of Liability. The limitations set forth in Section 11.1(B) will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, (B) Losses that are the subject of indemnification obligations under this Agreement, or (C) Losses determined to be the direct result of a Party's gross negligence or intentional or willful misconduct.

12. FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, or any other similar cause beyond the reasonable control of such Party (each such event, a "Force Majeure Event"). Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone (to be confirmed in writing within two days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

13. EQUITABLE RELIEF AND GOVERNING LAW

13.1 Equitable Relief. If a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such party may proceed directly to court and may obtain such relief without bond (if permitted by law). The Parties further acknowledge and agree that either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article 5 or Article 7. If a court of competent jurisdiction

should find that a Party has breached or threatened to breach its obligations under either such Article, both Parties agree that, without any additional findings of irreparable injury or other conditions to injunctive relief, the breaching Party will not oppose the entry of an appropriate order compelling performance by the breaching Party and restraining such Party from any further breaches or threatened breaches.

13.2 Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Northern District of Illinois and the state courts in the County of DuPage, Illinois.

13.3 No Limitation on Rights. Each Party agrees that the provisions contained in this Article do not limit either Party's right to terminate this Agreement as provided in Article 3.

14. GENERAL PROVISIONS

14.1 Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) will be in writing and will be deemed duly given when (A) delivered personally, (B) one day after being given to an overnight courier with a reliable system for tracking delivery courier (charges prepaid), (C) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (D) six days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Client:	Village of Downers Grove 801 BURLINGTON AVENUE, DOWNERS GROVE, IL 60515 Attention: Village Manager Email: dfieldman@downers.us Fax: 630/434-5571 Phone: 630/434-5530
If to SADA:	SADA Systems, Inc. 5250 Lankershim Blvd., Suite 620 North Hollywood, CA 91601 Attention: Annie Safoian Email: annie.safoian@sadasystems.com Fax: (818) 766-0090 Phone: (818) 766-2400

A Party may change its address, facsimile number or designee for notification purposes by giving the other Party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

14.2 Binding Nature and Assignment. This Agreement will be binding on the parties and their respective successors and assigns. Either party may assign this Agreement in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. Any other assignment will be null and void, except with the other party's prior written consent.

14.3 Relationship of the Parties. SADA, in furnishing the Services, is acting as an independent contractor. SADA is not an agent of Client and has no authority to represent Client as to any matters, except as expressly authorized in this Agreement.

14.4 Customer List. Client agrees that SADA may refer to Client and use Client's name in customer lists and other promotional materials.

14.5 Waiver of Default. No delay or omission by either Party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either Party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

14.6 Third Party Beneficiaries and Use of Work. Neither Party intends this Agreement to benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties. Client understands and agrees that Services performed by SADA under this Agreement are intended only for the parties specified in the applicable executed Statement of Work and may be misleading if used in another context or for another party and agrees not to use any deliverables or documents produced under this Agreement for any purpose other than the intended purpose without SADA's prior written consent.

14.7 Other Terms. The terms contained in Exhibit B to this Agreement, which come from Client's Request for Proposals, are incorporated herein by reference and hereby made a part of this Agreement.

14.8 Survival. The provisions of Section 4.2, Article 5, Section 6.4, Article 7, Section 8.4, Article 10, Article 11, Article 13 and this Article, as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

14.9 Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

14.10 Entire Agreement; Amendment and Waiver. This Agreement and each of the executed Statements of Work hereto, including any exhibits referred to herein or therein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the Party against which such change, waiver of discharge is sought to be enforced.

14.11 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.	Village of Downers Grove
_____	_____
Tony Safoian, President and CEO	Print name:_____
	Print title:_____
	Attest:_____ Village Clerk

EXHIBIT A

STATEMENT OF WORK

This Statement of Work is entered into in connection with the Master Professional Services Agreement ("Agreement") by and between SADA Systems Inc. ("SADA") and **Village of Downers Grove** ("Client") dated March __, **2012**. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Statement of Work will have the same meaning given to them in the Agreement. This Statement of Work describes certain Services and deliverables that will be provided by SADA to Client pursuant to the terms and conditions of the Agreement.

GENERAL INFORMATION

Project Title: Implementation Services for Google Apps for Government
Effective Date: March __, 2012 **Term of SOW:** 6 months

Service Recipients: Village of Downers Grove

SADA INFORMATION

Project Manager:	Jason Landfried
SADA Personnel:	*Helen Highberger*
SADA sites:	VILLAGE OF DOWNERS GROVE, 801 BURLINGTON AVENUE, DOWNERS GROVE, IL 60515

PROJECT TRACKING AND OVERSIGHT

Meetings:	*Weekly Sync Call*

SERVICES

Scope of Project; Services.

Please see section titled "**Proposers Response to RFP (Professional Services)"** in SADA's Response to RFP 0-48-2011/TT, Integrating with SADA Systems & Google Revised Scope Option 3 (as of March 9, 2012) including historic message journaling of live data being migrated to Google Apps and Postini (Downers Grove to provide PSTs), which are incorporated as though fully set forth herein.

CLIENT RESPONSIBILITIES

Please see section titled "**Proposers Response to RFP (Professional Services)"** in SADA's Response to RFP 0-48-2011/TT.

Client Facilities.

Client will provide the following facilities or access to the following facilities to SADA in accordance with the terms of the Agreement:

Please see section titled "**Proposers Response to RFP (Professional Services)"** in SADA's Response to RFP 0-48-2011/TT.

PRICING

Please see section titled **"Proposers Response to RFP (Professional Services)"** in SADA's Response to RFP 0-48-2011/TT.

Cover Letter

December 1, 2011

Dear Downers Grove procurement team,

Thank you for the opportunity to submit our Best and Final Offer for RFP 0-48-2011/TT to you at this time. Attached you will find both our detailed responses/recommendations including pricing as well as our project team and background.
SADA firmly believes we are the right choice for Downers Grove for several reasons, both from the prospective of technological expertise and other factors to be considered:

Technological expertise

- SADA has 11+ years in traditional, on-premise infrastructure expertise including Microsoft Exchange, Groupwise, and Lotus. Additionally SADA has been Microsoft Gold Certified with since 2003.
    - Direct Benefit: We know where you're coming from, and we know where you're going. We have a prospective that's rooted in reality, with an appreciation of the on-premise paradigm, coupled with the best expertise in the cloud.
- SADA has the top experts in the world in the deployment of Google Apps. When the Google Apps Certified Deployment Specialist program launched, SADA had 10% of the world's specialists employed (6 out of the world's 60).
    - Direct Benefit: We have more experience and insight into Google Apps than any other partner. Our team will be able to help Downers develop a migration and implementation strategy and complete knowledge transfer so that Downers effectively deploys Google Apps. Our commitment to Downers does not end with the deployment – our interest is to see Downers continue to learn about and adopt the best technologies such as the recently launched Google Chromebooks.
- SADA understands what it takes to deploy Google Apps coming from complex environments. We understand the intracies of and often over-looked details of both Google Apps and Postini.

- Direct Benefit: No surprises, we make sure to ask the right questions and communicate expectations especially around Postini settings and Google Apps Multi Domain Management methods and their respective pros and cons.

- SADA has the experience of over 4 years working on Google Apps Deployments - since the launch of the product in February of 2007. This now equates to 300+ projects, and nearly 3 million users migrated to Google Apps.

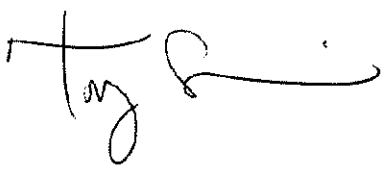
    - Direct Benefit: We've seen the broadest and most complex environments. We will be able to resolve issues quickly. We will present you with all options available and will work with you to select the one that best suits your needs.

Other factors

- SADA is a woman owned business (WBE).
- As represented in the RFP response, SADA is bidding as a single entity, meaning the totality of the expertise, resources, Google relationship, etc... are bound to a single source. We have not partnered on this response in order to qualify to meet its stringent requirements, and we will not use sub-contractors (foreign or US based) to fulfill for any portion of the solution requirements.
- We are willing to match license pricing if you receive an offer lower than the GSA stated pricing.

We thank you for your consideration and sincerely look forward to the opportunity to work with you..

Regards,



Tony Safoian
President and CEO
SADA Systems, Inc.

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SADA W9 Form

License Agreement

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Request for Proposals

SADA Systems:

SADA has read and understood the guidelines outlined in the Request for Proposal section and acknowledges them.

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Detailed Specifications

SADA Systems:

SADA has read and understood the guidelines outlined in the Detailed Specifications section and has incorporated them into the response in the following section.

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Proposers Response to RFP (Professional Services)

SADA Systems:

Introduction

SADA Systems, Inc. (SADA) is providing the following Statement of Work (SOW) as a comprehensive document intended to define key infrastructure elements and the effort required to move these into the Cloud. The migration to Google Apps is being evaluated as part of an effort to address organizational demands for an enterprise-grade messaging, collaboration, business intelligence, and/or communication platform. This Statement of Work (SoW) includes an outline of the specifications and the effort required for a successful migration, to the best of SADA's understanding.

The goal of this SOW is to establish a clear path to the new platform, and define the project resources and experience required for a successful migration. In addition, SADA will work in collaboration with project resources identified as authorized contacts in order to develop a project-related communications plan and content, and provide post-migration change management support, as needed.

About SADA Systems

SADA Systems, Inc. (SADA) is a privately held information technology consulting, outsourcing, and development firm founded in 2000. Being a vendor-neutral, technology consulting firm, SADA has maintained strong partnerships with leading "X–as-a-Service" providers like Microsoft, Google, Rackspace and others.

Furthermore, SADA has worked to assume a major leadership role in the Cloud Computing space. For over three years SADA has built a significant part of its business on the implementation and customization of Cloud technologies.

SADA earned Microsoft Gold Certification in 2003, and has maintained this industry-recognized standard of technical achievement and acumen every year since. In 2006 SADA also became a Google Enterprise Partner for its search technology. SADA and its employees are proud to be one of the first 10 Google Partners for Apps, in the world, having participated in the official Google Apps launch campaign in February of 2007.

Over the past 4 years, SADA has established a demonstrated track record with, and competency in, technology service delivery, managed services, application and

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website development, cloud services and professional technology services. The list provided below represents a small cross-section of SADA's clients:

- **Virgin America**
- **City of Los Angeles**
- **World Wildlife Fund**
- **Northwestern University**
- **Boston Public Schools**
- **Middlesex Hospital Group**
- **Virgin Mobile USA**

Why work with SADA?

- **An industry leader with four years of experience implementing Cloud Services.**
- **Over 2 million mailbox accounts migrated to Cloud Solutions in 4 years.**
- **Access to the most experienced, highly skilled and certified team of engineers in the industry.**
- **Intimate knowledge of custom application development, as well as systems, servers, and infrastructure.**
- **High-level and direct access to the engineering teams at Google.**
- **Intimate knowledge of both Microsoft and Open Source platforms, software development technologies, and languages.**
- **SADA is dedicated to establishing extremely high standards of customer service and satisfaction.**

Google Apps for Government References

City/County	Contact	Contact Info
City of Los Angeles	Charlene Dennis	charlene.dennis@lacity.org 213.978.2873
Kent County	Scott Boone	sboone@kentgov.org 410.778.5315
Lyon County	Hazen Adams	hadams@lyon-county.org

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		775.781.2202
Kansas DWP	John Henry	Jon.Henry@ksoutdoors.com 620.672.0783
City of Mesquite	Dirk Marshall	dmarshall@mequitenv.gov 702.346.5295

Scope of Work

When work commences on this project, SADA will leverage our long standing expertise with on-premise environments (Exchange Server, GroupWise, Lotus, Etc.) to migrate users and data from the existing messaging platform to the Google Apps cloud. SADA will advise on best practices and make recommendations on how best to conduct a successful migration while minimizing the impact to operations, and maximizing user experience and adoption.

Anything not expressly stated to be within the scope of this SOW is agreed to be out-of-scope and not included in the SOW. Either party may submit a Change Request to the other party through the Change Order Process. The scope for this SOW defined below.

Organizational scope is North America.

Geography and Language Scope

The SOW geographies are US only. Partner has scheduled the team to be either primarily based out of Customer location or via remote support. Language and currency is US-English and US dollars. All work is to be done remotely unless client purchases on-site training.

User Scope
The user scope is limited to the existing 350 mailboxes.

Technical Scope
The table below highlights major Google Apps services and integration points, and identifies which are in and out of scope for this project.

[redacted]	[redacted]	[redacted]
Google Apps Directory Services (GADS)	Synchronizes Google Apps user directory with an enterprise LDAP system to support centralized user & group management	In Scope

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Single Sign-On (SSO)	Integrates Google Apps with an enterprise SSO system to support centralized password management. Note: SAML 2.0 minimum requirement.	Out of Scope
Google Apps Back-end Data Migration Services (GAMME, GAMLN)	Server-side tools that enable administrators to migrate user data directly from legacy messaging system(s) to Google Apps	In Scope
Google Apps Migration for Microsoft Outlook (GAMMO)	Client-side tool that enables end-users to migrate mail, contacts, and calendars to Google Apps	Out of Scope
GoogleSync Mobile Services	Provides mobile support for Google Apps, including devices running Android OS or which support ActiveSync	Out of Scope
Blackberry Enterprise Server Connector for Google Apps (GBES)	Provides Blackberry mobile support for Google Apps	In Scope
Google Message Security (GMS)	Message filtering and security service	In Scope
Google Message Discovery (GMD)	Message archival and discovery service	In Scope
Google Message Encryption (GME)	Message encryption service	Out of Scope

Change Management Scope
Includes communication plan, training site, number of videos, languages supported, number of instructor led session etc.

Communication Plan	Defines plan and approach for project communications	English only
Training Plan	Defines plan and approach for Google Apps training	English only
Training Website	Provides general introduction to Google Apps; outlines recommended training; provides online tutorials, training videos, FAQ, and Tips and Tricks	English only
Google Apps	Web based eLearning videos with	Videos covering main

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eLearning Videos	targeted functional lesson objectives	functionality of Gmail, Google Calendars, Google Docs
Instructor-Led Webinars	Remote training sessions	Please see selected training packages for details
Instructor-Led Onsite Training	On-site training sessions	Please see selected training packages for details

Our Methodology

SADA's project teams bring a balanced approach to project development and deployment. Our project teams combine business acumen, project management, and technical expertise. SADA leverages these skills and best-of-breed tools to deliver exceptional service. SADA's dedicated project teams, teamed with platform-specific tactical teams ensure the success of a project by maximizing efficient deployment of project deliverables.

Project Team

SADA employs a team of experienced and qualified professionals. Each of our clients works with a team consisting of SADA engineers, a project manager and their account manager. The following table provides information about SADA team members who will work with you to deploy Google Apps.

Role	Name	Responsibilities
SADA Advisory Sponsor	Tony Tortorice	Provide government experience and insight ensuring project progress on the technical side as former CIO and senior executive of both public and private sectors with +25 years of knowledge and experience at the highest levels.
SADA Executive Sponsor	Tony Safoian, President/CEO	Allocate and prioritize resources. Provide access to SADA resources/personnel as necessary.

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SADA Business Development	**Hratch Achadjian**	**Responsible for Client / SADA business relationship.** **Manages communication on licensing and contractual issues.** **Sets goals for team.**
SADA Project Manager	**Jason Landfried, Senior Project Manager**	**Drives day-to-day evaluation.** **Works with customer to build ROI.** **Coordinates references.** **Shares Google Apps best practices.** **Produces and executes technical and training tasks to support early adopters.** **Facilitates overall deployment strategy.** **Executes deployment.**
SADA Google Apps Technical Lead / Engineer	**Kristina Turley** Google APPS CERTIFIED DEPLOYMENT SPECIALIST	**Technical lead for SADA** **Supports Client's technical teams' implementation of Apps.** **Liaison between Client and Google Support.** **Provides deep product, application, and integration expertise.** **Assists customer with technical solutions.**
SADA Training & Communications Manager	**Tracey Flynn**	**Change management and end user training.** **Customized curriculum** **Smooth transition within the organization via Google Champions.**

The SADA team may include additional resources with specialized skills in additional roles as necessary to meet the objectives of the evaluation.

In addition, all employees involved with the delivery of items described in the Statement of Work are required to conduct themselves in a manner consistent with the company's guidelines. Professional conduct includes matters regarding confidentiality, business ethics, appropriate usage, and professional standards. Where local labor law or statutory regulations permit, Google may conduct criminal, credit, and/or security checks on all potential

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employees. At a minimum, these practices include verification of an individual's education and previous employment as well as a reference check. The specifics or extent of background checks performed is dependent on the position for which the individual is applying.

The full Google Code of Conduct which both Google and SADA employees adhere to is here: http://investor.google.com/corporate/code-of-conduct.html

Tactical Project Teams

Our implementations are organized under dedicated Tactical project teams to keep pace with the fluid nature of technology projects. With multiple resources at varying levels of skill and experience, we can quickly overcome technical obstacles as they arise during the project life cycle.

Project Kick-Off Meeting
All SADA engagements begin with a project kick-off meeting. Key personnel who participate in this meeting include the SADA Project Manager, Training & Communications Manager and Technical Lead assigned to the project. SADA usually asks that our clients include core members of their project team on this call. Core members of a project team may include:

- **Stakeholders.**
- **Project Managers.**
- **Technical Personnel.**

The purpose of the kick-off meeting is to establish a mutual understanding of the project before development or deployment work begins. The meeting generally requires 60-90 minutes and typically follows the agenda described below:

- **All participants in the call introduce their teams.**
- **Project roles and responsibilities are clearly defined.**
- **Project expectations, timeline, and deliverables are set.**
- **Review of all documentation, prerequisites, and objectives for the project.**
- **Project requirements, objectives, and goals are refined or revised as needed.**
- **Next steps and project milestones are clearly defined.**

Assessment & Planning

SADA will conduct the research and discovery necessary to ensure a successful Google Apps migration. Such research and discovery as may be required will be completed during the "Assessment & Planning" phase of the project. Additional discovery and/or documentation may be conducted throughout the project as needed.

The table below provides SADA's proposed outline for all phases of the Google Apps deployment project. This plan is subject to change based on verification of requirements and review of test / phase results. The proposed project plan is based on SADA's current

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understanding of the scope of work.

Note: within the scope of this project SADA will provide development and deployment services not to exceed, a 120-day period.

Phase	Purpose
Discovery & Planning	Validate all findings during discovery Define/refine schedule and plan for migration
Preparation & Staging	Deploy Directory Synchronization Deploy Authentication Magic for Google Apps
Data Migration	Systematically ingest all the client's data into the Google Apps cloud.
Mobility Migration	Wipe, Re-pin or Reconfigure all devices
Go / No Go Calls	Validate all elements in place for Migration and Cut-over
MX Cut Over	Change public DNS to deliver email to Google Apps/Postini
Post Migration Support	Address any exceptions found resulting from migration Provide an escalation point for administrators Provide an escalation point for technical issues though Google's support organization

Discovery & Logistics

As mentioned above, SADA will conduct research and discovery into the existing infrastructure. This step allows SADA to gather the information needed to ensure a successful migration. SADA designed this phase to collect, verify and validate environment-specific factors crucial to the completion of this project. Discovery and logistics includes the following:

- **Assessment of the general server environment.**
- **Assessment of the existing Exchange (or other mail system) environment including number of users, distribution lists, mail-enabled objects, mailbox sizes and public folder usage and complexity.**
- **Discovery of any mail logging or archiving currently in place.**

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- **Discovery of any server-resident 3rd party Microsoft Exchange Server (or other mail system) dependencies.**
- **Discovery of existing methods of connecting to Exchange (or other mail system) from the client-side, including e-mail software and hand-held synchronization clients.**
- **Discovery of any existing cloud-based services already in use, such as inbound or outbound mail filtering.**
- **Assessing ISP bandwidth, stability, and existence of redundancy.**
- **Run standard network and Active Directory (or other identity management system) tests to check for overall health and proper configuration of the identity management system.**
- **Full administrative accessibility to manage public DNS records.**

The high level of engagement required of all project teams in this phase of the project requires devoted resources. Activities such as data entry, data validation, meetings, conference calls, and a variety of other administrative or technical remediation activities are not uncommon.

Preparation & Staging

Google Apps Licenses

As an authorized reseller of Google Apps, SADA will provide as many Google Apps for Government accounts as are required.

Google Apps QuickStart

SADA will provide assistance with the set-up of the Google Apps for Government account, including the following:

1. **Basic discovery of the existing infrastructure provided by SADA's Google Apps engineering team.**
2. **Assist with sign up for, or upgrade to Google Apps for Government and set up of initial Google Apps accounts.**
3. **Import and set-up of the initial group of account users**
4. **Configure dual delivery for pilot users. Dual delivery is achieved through forwarding messages from the legacy email system to the Google Apps domain.**
5. **Assist with configuration of DNS records (MX, CNAME, and A record).**
6. **Assist with development of communication templates, as needed or if requested of SADA.**

Google Apps Directory Sync (GADS)

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Microsoft Active Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

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The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Active Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key Benefits

- **Synchronizes your Google Apps user accounts to match user data in your Active Directory server.**
- **Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.**
- **Performs a one-way synchronization. Data on your Active Directory server is never updated or altered.**
- **Runs as utility in your server environment. No machine outside your perimeter accesses your Active Directory server data.**
- **Includes extensive tests and simulations to ensure correct synchronization.**
- **Includes all necessary components in the installation package.**

The Google Apps Directory Sync tool is free. At client's option, SADA will implement tool on current infrastructure.

Data Migration

SADA will deploy and configure the Data Migration Tool, which will be used to transfer the contents of mailboxes to Google Apps. SADA configures dual delivery between the existing mail system and Google Apps to ensure any new mail received during this process will not need to be migrated. The transfer will use all available outgoing bandwidth, up to an approximate 1GB per hour. The transfer rate can be calculated as approximately 400 MB per hour, for each 1 Mbps of available bandwidth.

SADA follows the steps outlined below to complete the migration process:

1. **Verify the installation and configuration of all appropriate component dependencies**
2. **Deploy and configure the Migration Tool within the existing environment.**
3. **Migrate mailbox data:**
    a. **SADA offers an option to stagger mailbox transfers to address bandwidth and other factors.**
    b. **Transfers occur sequentially and are conducted over a predetermined weekend.**
    c. **Migration timeline objectives and available bandwidth should be considered when setting a date to migrate all mailbox data.**
    d. **The scope of this project includes conducting the migration process after hours or over a weekend.**

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i. **SADA will check the migration process up to 4 times over a weekend, or up to 4 hours of overtime, whichever is more.**

e. **SADA will take all actions necessary to complete the data migration.**

NOTE: **Corporate network performance may still be impacted on the days immediately following the final migration. This impact is the result of the bandwidth demands of email clients and should be included in all communications sent to users regarding the transition.**

Postini Configuration Services

Postini Message Security is a solution to keep your email free from spam, viruses, phishing, and other email threats as well as providing other options such as archiving, message encryption and content filtering. Postini will filter out all messaging threats including spam and viruses before they reach your network. By routing inbound and outbound email through their data centers, we can activate robust security policies that keep your organization secure and compliant.

- **Stop spam, viruses, phishing, denial of service (DoS), directory harvest attacks (DHA), and other attacks**
- **Ensure no delays, message loss or disruptions to email service with our patented real-time, pass-through architecture**
- **Allow end users to manage their own spam in an efficient manner**
- **Create content-based policies for inbound and outbound traffic (including pre-defined lexicons for social security and credit card numbers)**
- **Guarantee email arrives even if your email servers go down with spooling**
- **Encrypt domain-to-domain messaging using standard SSL or TLS protocols**
- **Enable directory synchronization with your LDAP user data to ensure new users are automatically provisioned**
- **99.999% availability for message processing and capacity to handle billions of transactions a day**

Manage email retention with a centralized, searchable archive so you can locate email quickly in the event of legal discovery.

- **Capture and index all of your organization's email and attachments in a centralized repository**
- **Store email in redundant and secure Google data centers, creating a reliable, offsite backup**
- **Search your archive using parameters such as date range, sender, recipient, subject and content**
- **Place search results on litigation hold to preserve messages beyond their retention periods**

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- **Export search results to PST or MBOX format for further review and analysis**
- **Integrated spam and virus filtering included**

SADA will provision new accounts in Google Apps, then develop a strategy for implementing the Postini Message Security suite of services as per client need and then activate/configure such for client.

Google Message Discovery

Google Message Discovery offers first in class archiving per account for up to 10 years of retention.

Enhanced Dual Delivery Tool for MS Exchange

This allows users to keep Exchange mail accounts while transitioning to Google Apps. SADA configures the Exchange server to deliver to both Exchange and Google Apps mail accounts.

- **Run Exchange and Google Apps side-by-side.**
- **Messages are delivered to both accounts.**
- **Internal email is routed for dual delivery.**

With Enhanced Dual Delivery for MS Exchange, SADA configures Google Apps and MS Exchange to deliver email out to the Internet first, so that email sent by MS Exchange users to one-another will be delivered to both MS Exchange and Google Apps for the dual delivery period.

This is highly recommended if the dual delivery period will be extended, and if users will exist in both systems for a substantial period of time.

If BlackBerry Devices are Present in the Organization

Configure and Install Google Apps plug-in for BlackBerry Enterprise Server

In partnership with RIM, Google has developed an add-on for BlackBerry Enterprise Server (BES) that allows an administrator to manage BlackBerry mobile devices with Google Apps identically as they would with Exchange. SADA will implement this functionality on the existing BES and allow testing.

Post Migration Support

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SADA's comprehensive incident, problem, and project management platform ensures that all reported issues are captured and resolved over the course of the project. General support as it relates to this SoW will be provided for the duration of the project. Support provided by SADA includes administrative technical support and training, and the option of ongoing service desk support for end users. SADA will make resources approximately equivalent to [value] FTEs available the day immediately following the migration date(s). These resources help to ensure the transition is managed smoothly and completely.

Administrative & End-User Training

Admin Training

Introduction of Google Apps requires a level of change management that administrators will need to understand and be prepared to accommodate. Changes that administrators will need to be prepared to facilitate involve account changes and user administration tasks.

To facilitate smooth deployment of services, and increased user adoption, SADA offers a basic remote training plan. Basic training in Google Apps includes two (2) sessions of remote, web-based training, not to exceed two 90 minute sessions each. Google Apps training sessions are conducted by one of SADA's certified Google Apps trainers. This training includes administrators and staff members who have been selected to act as Google Apps trainers within the organization.

End-User Training

SADA training is also offered to end-users and employees of an organization who will be using Google Apps on a daily basis. SADA offers a number of options for training including on-site training classes, online webinar-style training sessions, or a combination of both. SADA works with its clients to develop a training solution that meets both budget and logistical needs.

Note that SADA will not keep the deployment/migration project open for any reason for a period of more than 90 days after deployment and migration work has been completed.

All training must be completed within 4 weeks of Go Live date.

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Webinar training is provided between the hours of 7am-7pm Pacific Time. Please contact your SADA Sales Representative for pricing outside of these times.

SADA's Training Packages

SADA offers several training packages for our Client's consideration. These packages are available to meet the needs of both Admin and End-User training as required by the Client. The Client may select which package best suits their needs and SADA's trainers will develop a customized training curriculum and schedule to meet the projects migration objectives.

Classes in the packages below will be customized to cover the curriculum determined by the Client and our SADA Trainers. SADA's training packages are as follows:

General Package A - $12,400.00 + expenses*

- **3 days on-site (Will be customized)**
- **For Trainers / End-Users**
- **For Admins**
- **For Helpdesk Staff**
- **6 Remote Webinar Sessions**
- **Google Site Creation**
- **Training experience satisfaction surveys**

General Package B - $9,200.00 + expenses*

- **2 days on-site (Will be customized)**
- **For Trainers / End-Users**
- **For Admins**
- **For Helpdesk Staff**
- **3 Remote Webinar Sessions**
- **Google Site Creation**
- **Training experience satisfaction surveys**

General Package C - $6,000.00 + expenses*

- **1 days on-site (Will be customized)**
- **For Trainers / End-Users**
- **For Admins**
- **For Helpdesk Staff**
- **3 Remote Webinar Sessions**
- **Google Site Creation**

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- **Training experience satisfaction surveys**

General Package D (Remote Only) - $2,000.00

- **6 Remote Webinar Sessions**
- **Google Site Creation**
- **Training experience satisfaction surveys**

*** If Client chooses on-site option for training the following travel expenses/terms apply if client is outside the Los Angeles Metro area.**

SADA will bill client for the following:

- **Travel time @ $1,500.00 per staff member per day of traveling**
- **Minimal Air Travel Requirements**
- **Coach Class Ticket from Los Angeles or Burbank**
- **No more than one stop/connection**
- **Business Class Hotel Room near client site for each staff member**
- **Client to provide or arrange for ground transportation to/from hotel - work site(s) while staff on-site**
- **Client may arrange for air travel / lodging / ground transportation directly or SADA will bill client at cost.**

Class Times: On-site training sessions will take place during normal business hours of the location where the training is occurring. All webinar sessions will take place between the hours of 7am and 7pm Pacific time, Monday through Friday (with the exception of national holidays). Classes scheduled outside of this time period will be subject to additional fees.

Integration of OnBase, Eden, Laserfiche and Fire Hours (Out of Scope)

SADA cannot, with the information provided, determine if the four applications outlined can or cannot integrate with Gmail. If the applications have IMAP or SMTP capabilities they should be able to integrate with Gmail. Each individual platform will require more indepth conversation and discovery with Downers' technical team as well as the manufacturer of each application. Further more SADA can evalute these process and potentially help Downers Grove establish these workflows in Google Apps and phase out the applications themselves utilizing other tools to connect to the data bases. At this point in time SADA considers the application integration to be out of scope till further conversation and discovery. SADA recommends the integration be second and separate project.

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SADA systems

We Make IT Easy.™

Implementation Services for Google Apps for Government

SADA Systems & Google
Revised Scope/Quote
Option 3

Google APPS CERTIFIED DEPLOYMENT SPECIALIST

Google APPS EDU CERTIFIED TRAINER

GOOGLE APPS AUTHORIZED RESELLER Google

Los Angeles • Chicago • Austin • Washington D.C. • Indonesia • Singapore

SADA's Payment Schedule and Fee Structure

SADA requires payment equal to 50% of the services total and 100% of licensing, no later than 30 days prior to beginning work on the project. The remaining 50% of services will be invoiced and due immediately upon completion of the project.

- **$4,550.00 – GSA Discount**

Google Apps Accounts and other licenses (annual fees):

QTY	Item	Price	Total Cost
350	Google Apps for Government Accounts – GSA price listed here 10% discount reflected	$45.00	$15,750.00
350	Postini Archiving (10 year) - GSA price listed here +20% discount reflected	$25.00	$8,750.00
			$4,550.00
		TOTAL	$24,500.00

Services Pricing continued on next page...

Google Apps Deployment and Migration Services (one time upfront fees):

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♦QTY	Item	Unit Cost	Total
1	**E-Mail Migration**	**$2,995.00**	**$2,995.00**
1	**HMJ - Ingestion of live data being migrated to Postini – Downers Grove to provide PSTs**	**$5,250.00**	**$5,250.00**
1	**QuickStart**	**$2,695.00**	**$0.00**
1	**Postini Services Configuration**	**$2,995.00**	**$2,995.00**
1	**Configure and Install Google Apps Plugin for BES (optional)**	**$2,695.00**	**$2,695.00**
1	**Project Management and Consulting**	**$3,995.00**	**$3,995.00**
		Subtotal	**$17,930.00**
		Sales Tax	**Included**
		Total	**$17,930.00**

Payment Schedule:

Due upon signing: $36,090.00
Due upon completion: $6,340.00
Savings: +$11,550.00

Licensing term is for 15 months – offer valid assuming signed contracts by March 23rd, 2012.

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Tenative Project Plan

SADA has attached a tenative project plan with milestones and timelines at the end of this document.

Assumptions & Responsibilities

Projects depend on a number of interdependent activities coordinated among a diverse body of resources. As such, projects are prone to scope creep, or slippage, when not closely managed. SADA handles all project tasks under the premise that time is of the essence. SADA's expectations depend upon close collaboration between project teams. Some standard assumptions and responsibilities are listed below. If either project team fails to complete some or all of their responsibilities, it may result in one or more of the following:

Delayed project milestone, or SADA being unable to meet the delivery timeline.

Management of resource availability and resolving conflicts may become more difficult. Our resources are carefully scheduled to complete a set of tasks within a specific interval as part of the project. SADA maintains sole discretion over the availability and scheduling (or rescheduling) of resources.

The estimates contained in this SoW are structured as flat rates with not-to-exceed pricing. As the project progresses, Moves, Adds or Changes (MACs) may take place that require additional professional service fees. These will be detailed in a project change orders as described in the Project Change Orders section below.

Client Responsibilities

SADA requires the following to ensure a complete migration:

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- **Access to a Google Apps administrator account created for SADA.**
  - **Username and password need to be given to SADA for this account.**
  - **Procurement of all necessary subscriptions including Google Apps.**
  - **Designation of SADA as the Partner of Record.**
- **One or more appropriate server resource(s) to house the following:**
  - **Google Apps Migration Tools**
    - **System requirements for the tools listed above are provided later in this document.**
- **Fulfill all the software, hardware, and/or infrastructure requirements for products provided by Google and/or SADA.**
- **Name and remote access to the designated Exchange server(s) and a non-Domain-Controlling Windows 2003 (or greater) member server used for DirSync and AuthMagic.**
- **Name and remote access to all designated Domain Controllers for AuthMagic DLL installation.**
- **Remote access to servers and workstations required to complete the project.**
- **Credentials for an Active Directory service (user) account that is:**
  - **A member of the Enterprise Admins security group**
  - **A member of the Exchange Full Administrator security group**
  - **A member of the local Administrator security group on the non-DC-server member server.**
- **All necessary Google Apps service and/or administrator accounts required by the project.**
- **SADA requires access to DNS management of public domain name(s), or contact information for the person responsible for managing the DNS configuration.**
- **Provide all communications to end users. This includes notification of changes, migration schedule, and other information pertinent to the continuation of the project.**
- **A qualified technical resource, who can provide the following:**
  - **Facilitate physical or remote access.**
  - **Fulfill the requirements of this project.**
  - **Make decisions to ensure progress can be made on the project without interruption.**
- **Software deployments that may include:**
  - **Microsoft Outlook.**
  - **Google Talk.**
  - **Communication clients.**
  - **Software dependencies or operating systems.**

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SADA's Assumptions

SADA assumes the following within the context of this SoW:

- **All services will be rendered during the following time periods:**
  - **General project delivery: 9AM to 6PM (Pacific) Monday through Friday.**
  - **During planned weekend migrations, SADA will provide up to [# of hours] of remote support between 8:00AM and 9:00PM (Pacific) on the given Saturday and Sunday.**
  - **The first business morning after migration has completed, SADA will provide remote support services as early as [time] (Pacific) and extending an entire 12 hour period. Such service is provided by request only.**
- **All times exclude national holidays.**
- **Adequate facilities and resources will be provided for services rendered by SADA while on-site, as needed.**
- **SADA is authorized to perform interviews of stakeholders, sponsors, team members, technical staff and managers. Those who SADA feels it is necessary to interview will be reasonably available for the purpose of gathering information according to the demands of the project.**
- **SADA is not responsible for the acquisition and implementation of necessary hardware, software, and/or subscriptions required to complete this project.**
- **Any changes made to technical or business specifications found in this proposal must be submitted through a valid change order, and approved by both parties to this proposal.**
- **Services pricing is contingent on all Google Apps related licensing being purchased through SADA Systems.**

Out of Scope

- **No deployment of desktop software is noted or explicitly stated otherwise in the SoW.**
- **No direct end-user assistance of any type is included, unless SADA's Service Desk has been contracted as part of the project, or as an addendum.**
- **The installation or configuration of an internal SMTP relay.**
- **The removal, uninstallation, retirement, or decommissioning of any elements within the existing messaging platform is out of scope.**
- **Migration of PST data, centrally archived data, or encrypted mail is out of scope.**

Project Risks, Issues and Mitigation

The Partner shall identify, monitor and escalate risks/issues identified by the integrated project team. A risk is defined as a potential issue, but has not yet occurred. Risks shall be

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identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence) and Partner will be responsible for a risk mitigation strategy.

An issue is a risk that has occurred and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Partner. Critical risks and issues shall be escalated to the Steering Committee for review and arbitration.

System requirements for on-premise tools provided by SADA

On-Premise Versions

Option A: Use an existing server - Virtual or Physical, which is already performing another role, but has similar specs.

Option B: Procure a new server, or provision a Virtual Server.

Base Requirements:

- **CPU: Single Processor, Intel Pentium or compatible, 2 GHz or higher**
- **Memory: 2GB of RAM**
- **15GB of HD space**

Minimal recommended redundancies:

- **Battery backups.**
- **Daily data backups or snapshot images.**
- **Redundant (RAID 1, RAID 5, etc...) Hard Drives (if physical server)**

Other redundancies:

- **Server can be in fail-over / load-balanced environment.**

Software/System Requirements

NOTE: SADA can configure said server with all of these elements, if we are granted access, at no additional cost to the client.

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1. 1. Server environment for application to reside in.
    a. Apache 2.0 web server or Internet Information Services (IIS) 5.1 or later
    b. PHP 5.x with OpenLDAP, OpenSSL, FreeTDS and XML extensions.
    c. Python 2.5 or later
    d. GData Python client library 2.0.0 or later and supporting libraries.
2. Ability to grant us access to that server for installation.
3. Ability to help filter and configure appropriate settings for our system to reach user data source for user data.

Requirements for Google Apps Plug-In for Blackberry Enterprise Server

Requirements
To avoid performance problems and system conflicts, install the Google Apps Connector along with the BlackBerry Enterprise Server on a dedicated server with no other applications installed or running.

Important: Google Apps Connector for BlackBerry Enterprise Server operates only with BlackBerry Enterprise Server Release 4.1.6 for Microsoft Exchange, with Maintenance Release 7 or 8 (8 is recommended). Later versions of BlackBerry Enterprise Server, such as 4.1.7 and 5.0 will not work with Google Apps Connector. You may need to contact RIM support to get version 4.1.6 of BlackBerry Enterprise Server.

System Requirements:

BlackBerry Enterprise Server:
Windows Server 2003 SP2 or Windows Server 2008 SP2
BlackBerry Enterprise Server for Microsoft Exchange,
4.1.7 MR3 or 5.0.2
Microsoft SQL Server 2000 SP3 or Microsoft SQL Server 2005
Microsoft Outlook 2007 SP2

BlackBerry Enterprise Server Express:
Windows Server 2003 SP2 or Windows Server 2008 SP2
BlackBerry Enterprise Server Express
Microsoft Outlook 2007 SP2

Hardware Requirements:
(*Recommended requirements for a server hosting 250 users*)
Server: Dual Intel® Pentium® IV, (2GHz or greater)
Memory: 4GB RAM
Disk Space: 1GB per user

(*Recommended requirements for a server hosting 500 users*)
Server: Quad Core Intel® Pentium® IV processor (2 GHz or greater)

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Memory: 8GB RAM
Disk Space: 1GB per user

Scope Change Request Form:

Change Request Document

Date Requested: _____ Change Number: _____
Title of Change Request: _____ By: _____

This Change to the SOW number, dated _____, between [Customer Name] ("Client") and SADA Systems, Inc. ("Company") is entered into between the parties and is effective on <date>. This Change Order is subject to all terms and conditions in the Agreement and SOW. The parties agree as follows:

Change Requested in: ***(Check all that apply)***

Specifications_____
Deliverables_____
Schedules_____
Services_____
Other_____

Affected Section Numbers of Statement of Work, or name of other document:

_____
_____
_____

Description of Change:

_____
_____
_____
_____
_____
_____

Reason for Change:

_____
_____
_____
_____
_____
_____

Impact of Request on SOW:

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Section# _____

Current Language:

_____
_____
_____
_____
_____
_____

Proposed Language:

_____
_____
_____
_____
_____
_____

Impact of Change (complete all that apply):

	Current:	Proposed:
Cost		
Schedule		
Resources		

Effective Date
This Change Control will be effective on <date>.

CLIENT
Print Name/Title:_____
Signature:_____
Date:_____

SADA Systems, Inc. Approval
Print Name/Title:_____
Signature:_____
Date:_____

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Additional Contracts:

Per the terms and conditions provided in section 2 further legal framework needs to be put in place around the licesning agreement and professional services and any intellectual property.

Attached to the end of our response are two agreements that will supplement the terms and conditions put forth in this RFP. They are as follows:

1. **SADA - Google Apps for Government Resale Agreement**
    a. **This document will provide legal framework around the license purchase.**
2. **SADA – MPSA**
    a. **MPSA (Master Professional Services Agreement)**
    b. **This document will provide legal framework around the implementation services.**
    c. **The MPSA will refernce the Scope as outlined in this response.**

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Proposal Contract Form

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

SADA Systems
Company Name

5250 Lankershim Blvd
Street Address of Company

Los Angeles, CA, 916101
City, State, Zip

818-942-1067
Business Phone

818-766-0090
Fax

Date: **12-1-11**

annie.safoian@sadasystems.com
Email Address

Annie Safoian
Contact Name (Print)

805-215-3064
13-Hour Telephone

Signature of Officer, Partner or Sole Proprietor

Annie Safoian, CFO
Print Name & Title

ATTEST: If a Corporation

_____
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

_____
Authorized Signature

_____
Title

_____
Date

ATTEST:

_____
Signature of Village Clerk

_____
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

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Vendor W-9 Request Form

SADA Systems:

Please find W-9 at the end of this Response.

Proposers Certification

With regard to **Google Apps Deployment for Downers Grove**, proposer **SADA Systems** hereby certifies the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);

3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____
Proposer's Authorized Agent
95-4816919
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this **First** day of **December**, 2011.

_____
Notary Public
(Fill Out Applicable Paragraph Below)

ROBERT RAINER
COMM #1906487
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. OCT 2, 2014

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(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of **_California,** which operates under the Legal name of **_SADA Systems Inc.** and the full names of its Officers are as follows:

President: **_Tony Safoian (CEO)**_____
Secretary: _n/a_____
Treasurer: **_Annie Safoian (CFO)**_____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

_____

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of_____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name_____
Agent _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company:__**SADA Systems**_____
Print Name and Title of Authorizing Signature: __**Annie Safoian CFO**_____
Signature: _____Annie Safoian_____
Date: ___**12-1-11**_____

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Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00 contractors receiving individual awards for $100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name:___**SADA Systems Inc.**_____

Address: __**5250 Lankershim Blvd**_____

City: _**Los Angeles**_____ Zip Code: __**91601**_____

Telephone: **(818) 942-1067**_____ Fax Number: **(818) 766-0090**_____

E-mail Address:
__**annie.safoian@sadasystems.com**_____

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Authorized Company Signature: Annie Safoian

(Print)Name: **_Annie Safoian**_____Title of Official: __**CFO**_____

Date: __**12-1-11**_____

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Campaign Disclosure Certificate

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

❑ **X** Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

Signature — **Annie Safoian, CFO** (Print Name)

❑ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: $ _____

Signature _____ Print Name _____

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Tentative Project Management Timeline, subject to change in either direction based on response times, migration strategy, number of phases, and technical discovery	Week >>	PRE-CLOSE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Week of >>	[1]		7	14	21	28	35	42	49	56	63	70	77	84	91	98	105
Project Initiation & Design Phase	**Status**																	
Deployment workshop with key stakeholders																		
Establish required network access credentials																		
Return of required network access credentials																		
Verify network and Google Apps access																		
Project kick-off conference and team introductions																		
Create Google Apps domain and verify ownership																		
Initial technical discovery																		
Consolidate AD structure (if necessary)																		
Change Management Seminar																		
Challenges of Coexistence Review																		
Browser, Network, and Proxy Seminar																		
Mobile Devices Seminar																		
Security Workshop																		
Postini - Admin workshop																		
Support Workshop																		
Alpha Deployment Phase (~10-20 Core IT users)	**Status**																	
Verify Alpha Phase users																		
Provision Alpha Phase users (via CSV)																		
Create domain alias																		
Identify Google Guides/Early Adopters																		
Phase communication & user notification																		
Create custom URLs as desired																		
Verify browser setup (Chrome or Firefox)																		
Spring cleaning																		
Alpha Phase user training (Admin/End User)																		
Configure Dual Delivery using forwarding rule																		
Go live for Alpha users																		
Go live stabilization and support																		
Test migration using Alpha User accounts																		
Phase completion & Lessons Learned review																		
Postini - Activate Postini (stand-alone) account																		
Transition - Preparation for Early Adopters	**Status**																	
GBES - Obtain SRP key for GBES (if necessary)																		
Verify Early Adopters (representative cross-section)																		
GAMME - Verify migration and mail server settings/readiness																		
GAMME - Consolidate archive files (if necessary)																		
GADS - Configure provisioning sync tool (if necessary)																		
GADS - Provision Early Adopters																		
GAMME - Deploy and test migration tool																		
Refine migration strategy (post test migration)																		

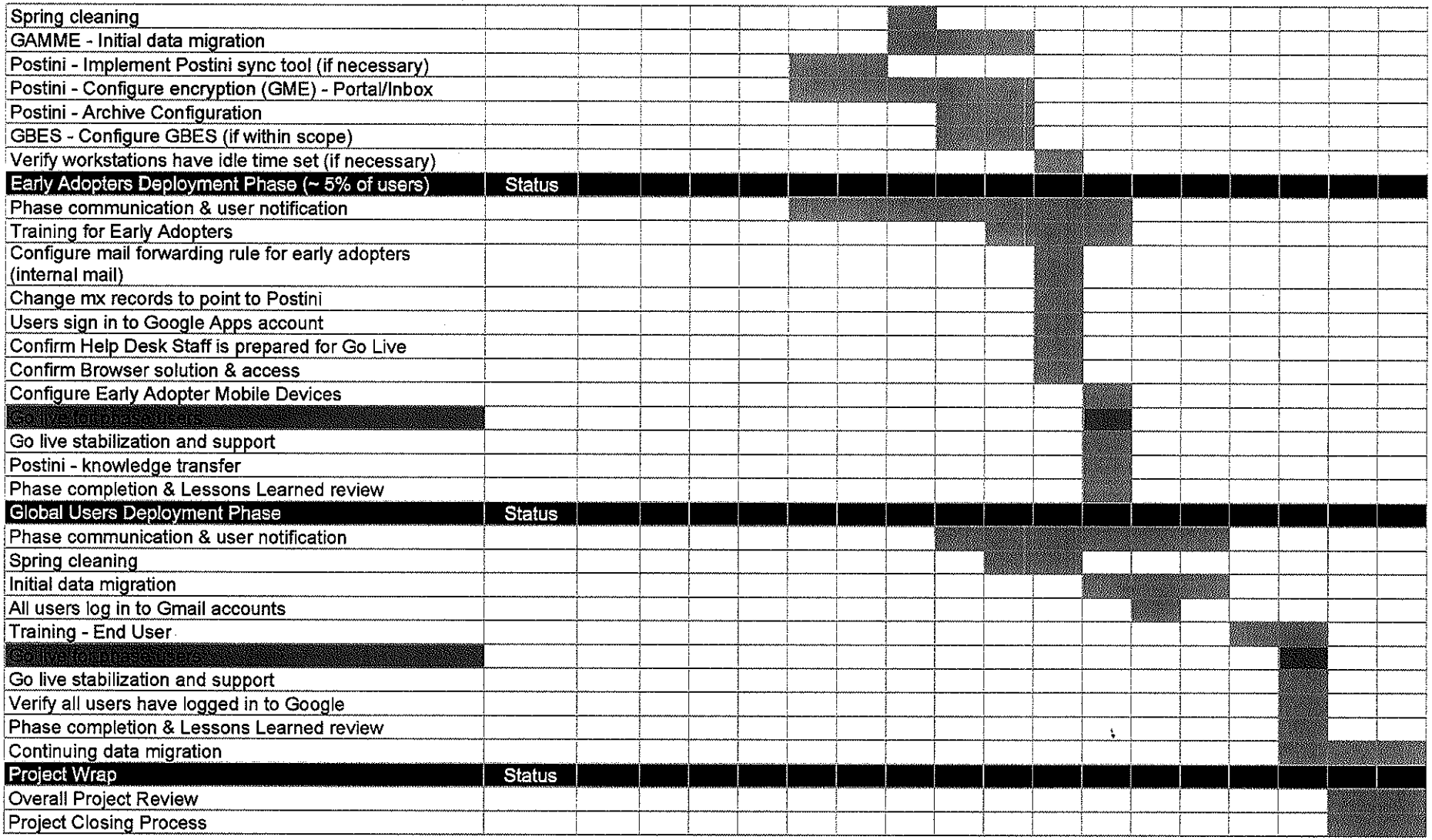

Spring cleaning
GAMME - Initial data migration
Postini - Implement Postini sync tool (if necessary)
Postini - Configure encryption (GME) - Portal/Inbox
Postini - Archive Configuration
GBES - Configure GBES (if within scope)
Verify workstations have idle time set (if necessary)
Early Adopters Deployment Phase (~ 5% of users)
Status
Phase communication & user notification
Training for Early Adopters
Configure mail forwarding rule for early adopters (internal mail)
Change mx records to point to Postini
Users sign in to Google Apps account
Confirm Help Desk Staff is prepared for Go Live
Confirm Browser solution & access
Configure Early Adopter Mobile Devices
Go live for phase users
Go live stabilization and support
Postini - knowledge transfer
Phase completion & Lessons Learned review
Global Users Deployment Phase
Status
Phase communication & user notification
Spring cleaning
Initial data migration
All users log in to Gmail accounts
Training - End User
Go live for phase users
Go live stabilization and support
Verify all users have logged in to Google
Phase completion & Lessons Learned review
Continuing data migration
Project Wrap
Status
Overall Project Review
Project Closing Process

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

SADA will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

Except as set forth in Section 14.4 of the Agreement, SADA is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, SADA shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges, costs and other expenses arising therefrom or incurred in connection therewith (including reasonable attorneys' fees), and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

4. NONDISCRIMINATION

SADA shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this proposal, SADA certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. SADA shall comply with standards set forth in Title VII of the Civil Rights Act of 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

5. SEXUAL HARASSMENT POLICY

5.1 SADA, as a party to a public contract, shall have a written sexual harassment policy that:

5.1.1 Notes the illegality of sexual harassment;
5.1.2 Sets forth the State law definition of sexual harassment;
5.1.3 Describes sexual harassment utilizing examples;
5.1.4 Describes SADA's internal complaint process including penalties;
5.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 In the event of SADA's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), SADA may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, SADA agrees as follows:

6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

6.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

6.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of SADA's obligations under the Illinois Human Rights Act and the Department's

Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with SADA in its efforts to comply with such Act and Rules and Regulations, SADA will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

6.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, SADA will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, SADA will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

SADA, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

7.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contact or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

7.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

7.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

SADA represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. SADA further represents and warrants to the Village that SADA and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. SADA hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

9.1 SADA shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect SADA from the types of claims set forth below which may arise out of or result from SADA's operations under this agreement and for which SADA may legally liable:

9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of SADA's employees;

9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than SADA's employees;

9.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by SADA, or (2) by another person;

9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.1.7 Claims for damages as a result of professional or any other type of negligent action by SADA or failure to properly perform services under the scope of the agreement between SADA and the Village.

9.2 SADA shall demonstrate having insurance coverage for a minimum of $2 million for professional liability (errors and omissions).

9.3 As evidence of said coverages, SADA shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

10. SUBLETTING OF CONTRACT

10.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve SADA from its obligations or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

11. BILLING & PAYMENT PROCEDURES

11.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice.

11.2 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

12. STANDARD OF CARE

12.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other

representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

12.2 If SADA fails to meet the foregoing standard, SADA will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by SADA's failure to comply with the above standard and reported to SADA within one (1) year from the completion of SADA's services for the Project.

13. NOT TO EXCEED CONTRACT

The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the contract.

14. COOPERATION WITH FOIA COMPLIANCE

SADA acknowledges that the Freedom of Information Act may apply to public records in possession of SADA or a subcontractor. SADA and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act (5 ILCS 140/1 et.seq.)

ITEM_____

VILLAGE OF DOWNERS GROVE
REPORT FOR THE TECHNOLOGY COMMISSION MEETING
DECEMBER 14, 2011 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
Adoption of the Cloud Computing Technology: Migrating to Google Apps		Resolution Ordinance Motion	
	✓	Discussion Only	Liangfu Wu, Staff Liaison

SYNOPSIS
This report has prepared for the Technology Commission to provide background information for a discussion regarding the Village's potential shift to a cloud-based solution for email management and email archiving in early 2012, with the potential to convert other applications to the Cloud in the future. To assist with this effort, staff has would be proposing entering into a service agreement with SADA , a Google Apps implementation services provider, for migrating Village's Email and Email archiving systems to Google Apps for Government for the amount of $37,180 for FY2012.

STRATEGIC PLAN ALIGNMENT
The Downers Grove Vision 2021 identified Technology Community. A supporting objective of this goal is Effective, Efficient Delivery of Village Services through User-Friendly Technology.

FISCAL IMPACT
The FY12 General Fund Budget includes funding for this project.

RECOMMENDATION
Discussion only

BACKGROUND
Cloud computing refers to a computing mode under which computer hardware and software applications are subscribed as services via the Internet. This technology shifts the responsibility of purchasing and managing data center as well as software applications from user organizations to cloud services providers. In addition to helping reduce the total cost of ownership (TCO), cloud computing represents a potentially significant change in managing information technology (IT) in terms of cost distribution, hardware and software purchases, and IT staffing. Since it emerged several years ago, cloud computing has passed its initial testing stage in the IT industry. Following the private sector, many state, county and municipal government agencies have adopted some cloud strategy as a measure of cost saving and effective IT management.

Currently, the Village provides on-premise Exchange 2003 and Outlook 2003 (as part of Office 2003) Email services to staff. To upgrade the Email system to the current Microsoft Exchange (2008) and Office 2010 would cost the Village proximately $120,000. The cost of the current on-premise Email archive system is $8,700. The hardware replacement and future upgrades add another cost component to the TCO.

Village staff has studied cloud computing since the early 2010. Based on the investigation completed to date, staff believes that there are strong reasons to consider moving Village's Email and Email archive systems to the cloud as the first step in adopting the cloud computing technology. Staff is seeking further input from the Technology Commission to assist with this effort.

Over the past year, staff has worked with marketing teams from both Google and Microsoft---two leading players in the cloud computing market in providing online E-mail and E-mail archiving services as well as office applications as a service. From a functionality standpoint, both provide services that will meet the Village's needs. However, in conducting the evaluation of the two providers, staff determined that the subscription cost of Microsoft services is significantly higher, and subsequently, staff has opted to pursue further evaluation of Google Apps for Government. The following two tables show differences between the two programs in terms of features and costs.

1. Feature Comparison

Features	Microsoft 365	Google App
Email	Exchange online	Gmail
Archiving solution	Compliance Archive (in cloud)	Postini (in cloud)
Office application	Office Pro Plus: Word, Excel, PPT (local install)	Google Doc, Google Spreadsheet, Google Presentation (online)
Intranet	SharePoint, not included	Google Sites included
Calendar	Part of the Office Pro Plus, No group calendar	Google Calendar, individual and group
Voicemail to Email	No solution	A 3rd party app
Mobility	Email could be programmed	Interface with Android smart phones

2. Annual Cost Comparison (350 users/email boxes)

Features	Microsoft 365	Google App	Notes
Email	$38,220	$15,750	1-time cost: Google: $12,000; Microsoft: $25,000
Archiving solution	(included in Email)	$8,750	
Office applications	$45,864	Included	
Intranet	Not included	Included	
Calendar	Included	Included	
Voicemail to Email (a separate project)	N/A	$1,000 (estimate)	1-time cost: Google: $10,000 (estimate)
Mobility	N/A	N/A	
Annual TTL:	**$84,084.00**	**$25,500**	

Since Google Inc. does not directly offer migration services, an RFP was issued in October of 2011 to select a Google Apps for Government implementation service provider. At the end of the RFP process, SADA Systems, Inc. is the only company that submitted a cost proposal and implementation plan for the Village. SADA's proposal is supported by Google.

1) Google Inc. guaranties that Google Apps for Government is stored in multiple existing Google data centers located ONLY in the continental United States.
2) Google Inc. has obtained FISMA certification (Federal Information Security Management Act of 2002).

COST

Annual Subscription:
SADA offers a discounted price consistent with the cost level listed by the federal General Service Office.

Google Apps for Government: **$45/user/year**
G-Mail, Google Calendar, Google Sites, Google Doc, Video

Google Postini Archiving**: $25/user/year** (10-year data archiving)
Message security, Message discovery, Message continuity, and Message encryption

The total annual subscription cost for 350 users: **$24,500**

SADA migration service cost (one time): **$12,680**

Total Project cost (first year subscription and one-time migration service): **$37,180**

IMPACT

As Email and Email Archive, the two major IT services, are moved to the cloud, and the responsibility of managing hardware and software of the two services is shifted to Google in terms of future upgrade, maintenance, data security and spam filtering. However, all Emails including current and archived are still the property of the Village of Downers Grove, and the management of Email messages and archived Emails stays with the Village.

Google Apps for Government also includes other applications such as Google Calendar, Google Doc, Google Sites, etc. Coupled with Google's mobility technology (Android based devices), these applications could potentially alter the way office work is conducted today. There is also financial savings. For example, Google Doc is a good alternative for Microsoft Office products for users whose work involves moderate word processing, spreadsheet or presentation. For staff members whose work requires a high level use of Microsoft Office, we may continue to provide them with Microsoft Office suite or individual applications. Staff will carefully study and bring Google applications gradually to other areas of Village's operations.

ATTACHMENTS

None

ITEM_____

VILLAGE OF DOWNERS GROVE
REPORT FOR THE TECHNOLOGY COMMISSION MEETING
FEBRUARY 7, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Adoption of the Cloud Computing Technology: Migrating to Google Apps	Resolution Ordinance Motion ✓ Discussion Only	Liangfu Wu, Staff Liaison

SYNOPSIS
This document is a follow-up report to the Technology Commission regarding issues raised at a Technology Commission meeting held on December 14, 2011. At the December 14 meeting, two issues were raised by the Technology Commission: staff engagement and a detailed TCO (total cost of ownership). Staff subsequently moved forward with some extensive work to address these two issues.

STRATEGIC PLAN ALIGNMENT
The Downers Grove Vision 2021 identified Downers Grove as a Technology Community. A supporting objective of this goal is effective, efficient delivery of Village services through user-friendly technology.

FISCAL IMPACT
The FY12 General Fund Budget includes funding for this project.

RECOMMENDATION
Discussion only

DISCUSSION

1. Staff Engagement

After Google and SADA (the Google Apps for Government implementation service vendor) re-activated Google accounts for the pilot group members, IS staff walked through Google Apps for Government (focusing on the Gmail and Calendar) with the pilot group members. Some of them have started using Gmail exclusively. Pilot group members have raised some good questions that indeed helped IS staff understand some of the issues that may surface during the migration process.

Village intranet, along with Village-wide email messages, is utilized to broadcast this project, making village staff aware of this cloud initiative, e.g., why, what to expect, timeframe, etc. Also listed on the intranet are some training materials such as links to various Google applications videos, user's guide, and how-to menus. Police Department staff also asked that a brief step-by-step guide be made available so that officers in the field can get quick help when needed.

The pilot group so far has been very instrumental in helping the project move in the right direction. The plan is to keep the group as a long term advisory body as the project moves into other areas such as using Google Apps for Government such as using Google Doc for collaboration, re designing Village's intranet (to be accessible from outside), mobility and Google forum (part of Google Apps for Government) for innovations.

2. Total Cost of Ownership

A calculation of total cost of ownership (TCO) is attached for review. This calculation is consistent with industry standard. Commissioner Ed Earl has shared similar analysis from his organization, and his analysis resulted in the similar conclusions.

3. Other Minor Items

As seen recently, more and more public agencies have adopted Google Apps for Government as their choice to lower the operation costs and gain higher level of efficiencies. The latest cases are the State of Utah (22,000 employees) and the City of Pittsburgh (3,000 employees). Obviously, Google Apps for Government has been recognized as a valid solution for the public sector for cost savings and efficiency.

At the last meeting, some commissioners addressed issues related to Google Doc vs. MS Office suite. We do not plan to discontinue the current Office applications. Rather, staff can use Office until Microsoft completely stops supporting the current version (Office 2003). In addition, we do plan to purchase latest version of Office for staff if deemed necessary. As shown in the calculation of TCO, even with the purchase of a large number of Office applications, the savings is still significant.

Staff believes that as Google's Gmail and Calendar are just simply a replacement of the current MS Outlook, with enhanced capabilities for email archiving. Google Doc and Google Sites offer good tools for effective communication and collaboration. The Village will benefit in a number of ways from these applications.

COST
N/A

IMPACT
N/A

ATTACHMENTS
Total Cost of Ownership

Total Cost of Ownership (12/16/2011)

1. Capital and nonhuman resource costs

Upgrading Current System			Google Apps for Government		
Items (350 users)	**First Year***	**Five Years**	**Items** (350 users)	**First Year**	**Five Years**
Microsoft Office 2003 upgrade (to Office X, one time.)	$110,600		Annual Subscription	$15,750	$78,750
Microsoft Exchange 2003 upgrade cost: $27,300 (one time)	$27,300		N/A	$0	$0
Miscrsoft SharePoint (intranet, one time)**	$38,250		Google Sites (included)	$0	$0
Email & Spam filter (annual, likely to be higher each year)	$700	$3,500	Included		
Email Archiving: $8,700 (annual)	$8,700	$43,500	Postini(archive) annual subscription	$8,750	$43,750
Archiving Server (hardware to be replaced in 2014	$12,500		N/A	$0	$0
Meeting Room Manager (likely to be higher each year as more licenses are required)	$1,500	$7,500	Google Calendar included	$0	$0
Total:	**$199,550**	**$243,150**	**Total:**	**$24,500**	**$122,500**

2. Technical support, covering all the event-driven labor costs of the device (installation, repair, help desk, upward migration)

Upgrading Current System			Google Apps for Government		
Items	**First Year**	**Five Years**	**Items**	**First Year**	**Five Years**
Migration cost from Exchange 2003 to 2008 (staff time): 3 days @ $40/hour	$960		vendor migration cost	$12,000	$0
Migration from Outlook 2003 to Outlook 2010 (part of Office suite; training):	$2,000		Migration from MS environment to cloud/Google Apps	$2,500	$0
Email security (configuring, maintaining and managing spam filter and network security, (staff time, 20% of 1 FTE)	$16,640	$83,200		$0	$0
Exchange 2008 and Outlook upgrades and patches (staff time,10% of 1 FTE)	$8,320	$41,600		$0	$0
Technical support to users (I.S. staff, 40% of 1 FTE)	$33,280	$166,400	Technical support to users (I.S. staff, 40% of 1 FTE)	$33,280	$166,400
Management of downtime, outage and failure expenses(staff time and potential purchase; minor issues, 60 hours)	$2,400	$12,000	N/A	$0	$0
Backup and recovery process (staff time, 10 hours):	$400	$2,000	N/A	$0	$0
Total	**$64,000**	**$308,160**	**Total**	**$47,780**	**$180,900**

3. Administrative costs, such as acquisition costs, ongoing network operations, policy enforcement

Upgrading Current System			Google Apps for Government		
Items	**First Year**	**Five Years**	**Items**	**First Year**	**Five Years**
Acquisition process costs (staff time)	(same)		(same)	(same)	
User account management, e.g., warranties and licenses purchasing, adding or deleting when staffing changes):	(same)		(same)	(same)	
Policy enforcement and monitoring	(same)		(same)	(same)	
Electricity, cooling and facility management (Exchange portion)	$100	500	N/A	$0	$0
Total	**$100**	**$500**	**Total**	**$0**	**$0**

4. User operation

Upgrading Current System			Google Apps for Government		
Items	**First Year**	**Five Years**	**Items**	**First Year**	**Five Years**
User operation, e.g., the time users devote to learning about and maintaining their systems.	$5,000		User operation, e.g., the time users devote to learning about and maintaining their systems.	$5,000	
Formal training costs	$2,000	0	Formal training costs	$2,000	$0
Total	**$7,000**	**$7,000**	**Total**	**$7,000**	**$7,000**

Comparison:			
	Upgrading Current System	**Google Apps for Gov**	**Savings in TOC*** **
A 5-Year Total (sum of the 4 tables)**:**	$558,810	$310,400	**$248,410**

* in Table 1, "first year" does not mean 2012 or 2013 because the cost for "keeping current system" is generated whenever we decide to upgrade current system during the 5-year period of time.

**the current intranet operates on an old version of MS SharePoint. SharePoint is no longer free under Win 2007, 2008 and 2010

*** TCO does not take into consideration issues regarding operational efficiency, improved services, etc.

Final Note: if we need to purchase 100 copies of MS Office 2010 Pro. with a cost of $32,000, savings calculated by the 5-year TCO is still very significant.

Cover Letter

December 1, 2011

Dear Downers Grove procurement team,

Thank you for the opportunity to submit our Best and Final Offer for RFP 0-48-2011/TT to you at this time. Attached you will find both our detailed responses/recommendations including pricing as well as our project team and background.
SADA firmly believes we are the right choice for Downers Grove for several reasons, both from the prospective of technological expertise and other factors to be considered:

Technological expertise

- SADA has 11+ years in traditional, on-premise infrastructure expertise including Microsoft Exchange, Groupwise, and Lotus. Additionally SADA has been Microsoft Gold Certified with since 2003.

    - Direct Benefit: We know where you're coming from, and we know where you're going. We have a prospective that's rooted in reality, with an appreciation of the on-premise paradigm, coupled with the best expertise in the cloud.

- SADA has the top experts in the world in the deployment of Google Apps. When the Google Apps Certified Deployment Specialist program launched, SADA had 10% of the world's specialists employed (6 out of the world's 60).

    - Direct Benefit: We have more experience and insight into Google Apps than any other partner. Our team will be able to help Downers develop a migration and implementation strategy and complete knowledge transfer so that Downers effectively deploys Google Apps. Our commitment to Downers does not end with the deployment – our interest is to see Downers continue to learn about and adopt the best technologies such as the recently launched Google Chromebooks.

- SADA understands what it takes to deploy Google Apps coming from complex environments. We understand the intracies of and often over-looked details of both Google Apps and Postini.

- Direct Benefit: No surprises, we make sure to ask the right questions and communicate expectations especially around Postini settings and Google Apps Multi Domain Management methods and their respective pros and cons.

- SADA has the experience of over 4 years working on Google Apps Deployments - since the launch of the product in February of 2007. This now equates to 300+ projects, and nearly 3 million users migrated to Google Apps.

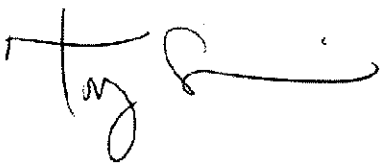
    - Direct Benefit: We've seen the broadest and most complex environments. We will be able to resolve issues quickly. We will present you with all options available and will work with you to select the one that best suits your needs.

Other factors

- SADA is a woman owned business (WBE).
- As represented in the RFP response, SADA is bidding as a single entity, meaning the totality of the expertise, resources, Google relationship, etc... are bound to a single source. We have not partnered on this response in order to qualify to meet its stringent requirements, and we will not use sub-contractors (foreign or US based) to fulfill for any portion of the solution requirements.
- We are willing to match license pricing if you receive an offer lower than the GSA stated pricing.

We thank you for your consideration and sincerely look forward to the opportunity to work with you..

Regards,



Tony Safoian
President and CEO
SADA Systems, Inc.

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SADA W9 Form

License Agreement

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Request for Proposals

SADA Systems:

SADA has read and understood the guidelines outlined in the Request for Proposal section and acknowledges them.

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Detailed Specifications

SADA Systems:

SADA has read and understood the guidelines outlined in the Detailed Specifications section and has incorporated them into the response in the following section.

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Proposers Response to RFP (Professional Services)

SADA Systems:

Introduction

SADA Systems, Inc. (SADA) is providing the following Statement of Work (SOW) as a comprehensive document intended to define key infrastructure elements and the effort required to move these into the Cloud. The migration to Google Apps is being evaluated as part of an effort to address organizational demands for an enterprise-grade messaging, collaboration, business intelligence, and/or communication platform. This Statement of Work (SoW) includes an outline of the specifications and the effort required for a successful migration, to the best of SADA's understanding.

The goal of this SOW is to establish a clear path to the new platform, and define the project resources and experience required for a successful migration. In addition, SADA will work in collaboration with project resources identified as authorized contacts in order to develop a project-related communications plan and content, and provide post-migration change management support, as needed.

About SADA Systems

SADA Systems, Inc. (SADA) is a privately held information technology consulting, outsourcing, and development firm founded in 2000. Being a vendor-neutral, technology consulting firm, SADA has maintained strong partnerships with leading "X–as-a-Service" providers like Microsoft, Google, Rackspace and others.

Furthermore, SADA has worked to assume a major leadership role in the Cloud Computing space. For over three years SADA has built a significant part of its business on the implementation and customization of Cloud technologies.

SADA earned Microsoft Gold Certification in 2003, and has maintained this industry-recognized standard of technical achievement and acumen every year since. In 2006 SADA also became a Google Enterprise Partner for its search technology. SADA and its employees are proud to be one of the first 10 Google Partners for Apps, in the world, having participated in the official Google Apps launch campaign in February of 2007.

Over the past 4 years, SADA has established a demonstrated track record with, and competency in, technology service delivery, managed services, application and

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website development, cloud services and professional technology services. The list provided below represents a small cross-section of SADA's clients:

- **Virgin America**
- **City of Los Angeles**
- **World Wildlife Fund**
- **Northwestern University**
- **Boston Public Schools**
- **Middlesex Hospital Group**
- **Virgin Mobile USA**

Why work with SADA?

- **An industry leader with four years of experience implementing Cloud Services.**
- **Over 2 million mailbox accounts migrated to Cloud Solutions in 4 years.**
- **Access to the most experienced, highly skilled and certified team of engineers in the industry.**
- **Intimate knowledge of custom application development, as well as systems, servers, and infrastructure.**
- **High-level and direct access to the engineering teams at Google.**
- **Intimate knowledge of both Microsoft and Open Source platforms, software development technologies, and languages.**
- **SADA is dedicated to establishing extremely high standards of customer service and satisfaction.**

Google Apps for Government References

City/County	Contact	Contact Info
City of Los Angeles	Charlene Dennis	charlene.dennis@lacity.org 213.978.2873
Kent County	Scott Boone	sboone@kentgov.org 410.778.5315
Lyon County	Hazen Adams	hadams@lyon-county.org

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		775.781.2202
Kansas DWP	John Henry	Jon.Henry@ksoutdoors.com 620.672.0783
City of Mesquite	Dirk Marshall	dmarshall@mequitenv.gov 702.346.5295

Scope of Work

When work commences on this project, SADA will leverage our long standing expertise with on-premise environments (Exchange Server, GroupWise, Lotus, Etc.) to migrate users and data from the existing messaging platform to the Google Apps cloud. SADA will advise on best practices and make recommendations on how best to conduct a successful migration while minimizing the impact to operations, and maximizing user experience and adoption.

Anything not expressly stated to be within the scope of this SOW is agreed to be out-of-scope and not included in the SOW. Either party may submit a Change Request to the other party through the Change Order Process. The scope for this SOW defined below.

Organizational scope is North America.

Geography and Language Scope

The SOW geographies are US only. Partner has scheduled the team to be either primarily based out of Customer location or via remote support. Language and currency is US-English and US dollars. All work is to be done remotely unless client purchases on-site training.

User Scope
The user scope is limited to the existing 350 mailboxes.

Technical Scope
The table below highlights major Google Apps services and integration points, and identifies which are in and out of scope for this project.

Google Apps Directory Services (GADS)	Synchronizes Google Apps user directory with an enterprise LDAP system to support centralized user & group management	In Scope

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Single Sign-On (SSO)	Integrates Google Apps with an enterprise SSO system to support centralized password management. Note: SAML 2.0 minimum requirement.	Out of Scope
Google Apps Back-end Data Migration Services (GAMME, GAMLN)	Server-side tools that enable administrators to migrate user data directly from legacy messaging system(s) to Google Apps	In Scope
Google Apps Migration for Microsoft Outlook (GAMMO)	Client-side tool that enables end-users to migrate mail, contacts, and calendars to Google Apps	Out of Scope
GoogleSync Mobile Services	Provides mobile support for Google Apps, including devices running Android OS or which support ActiveSync	Out of Scope
Blackberry Enterprise Server Connector for Google Apps (GBES)	Provides Blackberry mobile support for Google Apps	In Scope
Google Message Security (GMS)	Message filtering and security service	In Scope
Google Message Discovery (GMD)	Message archival and discovery service	In Scope
Google Message Encryption (GME)	Message encryption service	Out of Scope

Change Management Scope
Includes communication plan, training site, number of videos, languages supported, number of instructor led session etc.

Communication Plan	Defines plan and approach for project communications	English only
Training Plan	Defines plan and approach for Google Apps training	English only
Training Website	Provides general introduction to Google Apps; outlines recommended training; provides online tutorials, training videos, FAQ, and Tips and Tricks	English only
Google Apps	Web based eLearning videos with	Videos covering main

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eLearning Videos	targeted functional lesson objectives	functionality of Gmail, Google Calendars, Google Docs
Instructor-Led Webinars	Remote training sessions	Please see selected training packages for details
Instructor-Led Onsite Training	On-site training sessions	Please see selected training packages for details

Our Methodology

SADA's project teams bring a balanced approach to project development and deployment. Our project teams combine business acumen, project management, and technical expertise. SADA leverages these skills and best-of-breed tools to deliver exceptional service. SADA's dedicated project teams, teamed with platform-specific tactical teams ensure the success of a project by maximizing efficient deployment of project deliverables.

Project Team

SADA employs a team of experienced and qualified professionals. Each of our clients works with a team consisting of SADA engineers, a project manager and their account manager. The following table provides information about SADA team members who will work with you to deploy Google Apps.

Role	Name	Responsibilities
SADA Advisory Sponsor	Tony Tortorice	Provide government experience and insight ensuring project progress on the technical side as former CIO and senior executive of both public and private sectors with +25 years of knowledge and experience at the highest levels.
SADA Executive Sponsor	Tony Safoian, President/CEO	Allocate and prioritize resources. Provide access to SADA resources/personnel as necessary.

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SADA Business Development	**Hratch Achadjian**	**Responsible for Client / SADA business relationship.** **Manages communication on licensing and contractual issues.** **Sets goals for team.**
SADA Project Manager	**Jason Landfried, Senior Project Manager**	**Drives day-to-day evaluation.** **Works with customer to build ROI.** **Coordinates references.** **Shares Google Apps best practices.** **Produces and executes technical and training tasks to support early adopters.** **Facilitates overall deployment strategy.** **Executes deployment.**
SADA Google Apps Technical Lead / Engineer	**Kristina Turley** Google APPS CERTIFIED DEPLOYMENT SPECIALIST	**Technical lead for SADA** **Supports Client's technical teams' implementation of Apps.** **Liaison between Client and Google Support.** **Provides deep product, application, and integration expertise.** **Assists customer with technical solutions.**
SADA Training & Communications Manager	**Tracey Flynn**	**Change management and end user training.** **Customized curriculum** **Smooth transition within the organization via Google Champions.**

The SADA team may include additional resources with specialized skills in additional roles as necessary to meet the objectives of the evaluation.

In addition, all employees involved with the delivery of items described in the Statement of Work are required to conduct themselves in a manner consistent with the company's guidelines. Professional conduct includes matters regarding confidentiality, business ethics, appropriate usage, and professional standards. Where local labor law or statutory regulations permit, Google may conduct criminal, credit, and/or security checks on all potential

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employees. At a minimum, these practices include verification of an individual's education and previous employment as well as a reference check. The specifics or extent of background checks performed is dependent on the position for which the individual is applying.

The full Google Code of Conduct which both Google and SADA employees adhere to is here: http://investor.google.com/corporate/code-of-conduct.html

Tactical Project Teams

Our implementations are organized under dedicated Tactical project teams to keep pace with the fluid nature of technology projects. With multiple resources at varying levels of skill and experience, we can quickly overcome technical obstacles as they arise during the project life cycle.

Project Kick-Off Meeting
All SADA engagements begin with a project kick-off meeting. Key personnel who participate in this meeting include the SADA Project Manager, Training & Communications Manager and Technical Lead assigned to the project. SADA usually asks that our clients include core members of their project team on this call. Core members of a project team may include:

- **Stakeholders.**
- **Project Managers.**
- **Technical Personnel.**

The purpose of the kick-off meeting is to establish a mutual understanding of the project before development or deployment work begins. The meeting generally requires 60-90 minutes and typically follows the agenda described below:

- **All participants in the call introduce their teams.**
- **Project roles and responsibilities are clearly defined.**
- **Project expectations, timeline, and deliverables are set.**
- **Review of all documentation, prerequisites, and objectives for the project.**
- **Project requirements, objectives, and goals are refined or revised as needed.**
- **Next steps and project milestones are clearly defined.**

Assessment & Planning

SADA will conduct the research and discovery necessary to ensure a successful Google Apps migration. Such research and discovery as may be required will be completed during the "Assessment & Planning" phase of the project. Additional discovery and/or documentation may be conducted throughout the project as needed.

The table below provides SADA's proposed outline for all phases of the Google Apps deployment project. This plan is subject to change based on verification of requirements and review of test / phase results. The proposed project plan is based on SADA's current

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understanding of the scope of work.

Note: within the scope of this project SADA will provide development and deployment services not to exceed, a 120-day period.

Phase	Purpose
Discovery & Planning	Validate all findings during discovery Define/refine schedule and plan for migration
Preparation & Staging	Deploy Directory Synchronization Deploy Authentication Magic for Google Apps
Data Migration	Systematically ingest all the client's data into the Google Apps cloud.
Mobility Migration	Wipe, Re-pin or Reconfigure all devices
Go / No Go Calls	Validate all elements in place for Migration and Cut-over
MX Cut Over	Change public DNS to deliver email to Google Apps/Postini
Post Migration Support	Address any exceptions found resulting from migration Provide an escalation point for administrators Provide an escalation point for technical issues though Google's support organization

Discovery & Logistics

As mentioned above, SADA will conduct research and discovery into the existing infrastructure. This step allows SADA to gather the information needed to ensure a successful migration. SADA designed this phase to collect, verify and validate environment-specific factors crucial to the completion of this project. Discovery and logistics includes the following:

- **Assessment of the general server environment.**
- **Assessment of the existing Exchange (or other mail system) environment including number of users, distribution lists, mail-enabled objects, mailbox sizes and public folder usage and complexity.**
- **Discovery of any mail logging or archiving currently in place.**

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- **Discovery of any server-resident 3rd party Microsoft Exchange Server (or other mail system) dependencies.**
- **Discovery of existing methods of connecting to Exchange (or other mail system) from the client-side, including e-mail software and hand-held synchronization clients.**
- **Discovery of any existing cloud-based services already in use, such as inbound or outbound mail filtering.**
- **Assessing ISP bandwidth, stability, and existence of redundancy.**
- **Run standard network and Active Directory (or other identity management system) tests to check for overall health and proper configuration of the identity management system.**
- **Full administrative accessibility to manage public DNS records.**

The high level of engagement required of all project teams in this phase of the project requires devoted resources. Activities such as data entry, data validation, meetings, conference calls, and a variety of other administrative or technical remediation activities are not uncommon.

Preparation & Staging

Google Apps Licenses

As an authorized reseller of Google Apps, SADA will provide as many Google Apps for Government accounts as are required.

Google Apps QuickStart

SADA will provide assistance with the set-up of the Google Apps for Government account, including the following:

1. **Basic discovery of the existing infrastructure provided by SADA's Google Apps engineering team.**
2. **Assist with sign up for, or upgrade to Google Apps for Government and set up of initial Google Apps accounts.**
3. **Import and set-up of the initial group of account users**
4. **Configure dual delivery for pilot users. Dual delivery is achieved through forwarding messages from the legacy email system to the Google Apps domain.**
5. **Assist with configuration of DNS records (MX, CNAME, and A record).**
6. **Assist with development of communication templates, as needed or if requested of SADA.**

Google Apps Directory Sync (GADS)

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Microsoft Active Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

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The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Active Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key Benefits

- **Synchronizes your Google Apps user accounts to match user data in your Active Directory server.**
- **Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.**
- **Performs a one-way synchronization. Data on your Active Directory server is never updated or altered.**
- **Runs as utility in your server environment. No machine outside your perimeter accesses your Active Directory server data.**
- **Includes extensive tests and simulations to ensure correct synchronization.**
- **Includes all necessary components in the installation package.**

The Google Apps Directory Sync tool is free. At client's option, SADA will implement tool on current infrastructure.

Data Migration

SADA will deploy and configure the Data Migration Tool, which will be used to transfer the contents of mailboxes to Google Apps. SADA configures dual delivery between the existing mail system and Google Apps to ensure any new mail received during this process will not need to be migrated. The transfer will use all available outgoing bandwidth, up to an approximate 1GB per hour. The transfer rate can be calculated as approximately 400 MB per hour, for each 1 Mbps of available bandwidth.

SADA follows the steps outlined below to complete the migration process:

1. **Verify the installation and configuration of all appropriate component dependencies**
2. **Deploy and configure the Migration Tool within the existing environment.**
3. **Migrate mailbox data:**
    a. **SADA offers an option to stagger mailbox transfers to address bandwidth and other factors.**
    b. **Transfers occur sequentially and are conducted over a predetermined weekend.**
    c. **Migration timeline objectives and available bandwidth should be considered when setting a date to migrate all mailbox data.**
    d. **The scope of this project includes conducting the migration process after hours or over a weekend.**

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i. **SADA will check the migration process up to 4 times over a weekend, or up to 4 hours of overtime, whichever is more.**

e. **SADA will take all actions necessary to complete the data migration.**

NOTE: **Corporate network performance may still be impacted on the days immediately following the final migration. This impact is the result of the bandwidth demands of email clients and should be included in all communications sent to users regarding the transition.**

Postini Configuration Services

Postini Message Security is a solution to keep your email free from spam, viruses, phishing, and other email threats as well as providing other options such as archiving, message encryption and content filtering. Postini will filter out all messaging threats including spam and viruses before they reach your network. By routing inbound and outbound email through their data centers, we can activate robust security policies that keep your organization secure and compliant.

- **Stop spam, viruses, phishing, denial of service (DoS), directory harvest attacks (DHA), and other attacks**
- **Ensure no delays, message loss or disruptions to email service with our patented real-time, pass-through architecture**
- **Allow end users to manage their own spam in an efficient manner**
- **Create content-based policies for inbound and outbound traffic (including pre-defined lexicons for social security and credit card numbers)**
- **Guarantee email arrives even if your email servers go down with spooling**
- **Encrypt domain-to-domain messaging using standard SSL or TLS protocols**
- **Enable directory synchronization with your LDAP user data to ensure new users are automatically provisioned**
- **99.999% availability for message processing and capacity to handle billions of transactions a day**

Manage email retention with a centralized, searchable archive so you can locate email quickly in the event of legal discovery.

- **Capture and index all of your organization's email and attachments in a centralized repository**
- **Store email in redundant and secure Google data centers, creating a reliable, offsite backup**
- **Search your archive using parameters such as date range, sender, recipient, subject and content**
- **Place search results on litigation hold to preserve messages beyond their retention periods**

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- **Export search results to PST or MBOX format for further review and analysis**
- **Integrated spam and virus filtering included**

SADA will provision new accounts in Google Apps, then develop a strategy for implementing the Postini Message Security suite of services as per client need and then activate/configure such for client.

Google Message Discovery

Google Message Discovery offers first in class archiving per account for up to 10 years of retention.

Enhanced Dual Delivery Tool for MS Exchange

This allows users to keep Exchange mail accounts while transitioning to Google Apps. SADA configures the Exchange server to deliver to both Exchange and Google Apps mail accounts.

- **Run Exchange and Google Apps side-by-side.**
- **Messages are delivered to both accounts.**
- **Internal email is routed for dual delivery.**

With Enhanced Dual Delivery for MS Exchange, SADA configures Google Apps and MS Exchange to deliver email out to the Internet first, so that email sent by MS Exchange users to one-another will be delivered to both MS Exchange and Google Apps for the dual delivery period.

This is highly recommended if the dual delivery period will be extended, and if users will exist in both systems for a substantial period of time.

If BlackBerry Devices are Present in the Organization

Configure and Install Google Apps plug-in for BlackBerry Enterprise Server

In partnership with RIM, Google has developed an add-on for BlackBerry Enterprise Server (BES) that allows an administrator to manage BlackBerry mobile devices with Google Apps identically as they would with Exchange. SADA will implement this functionality on the existing BES and allow testing.

Post Migration Support

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SADA's comprehensive incident, problem, and project management platform ensures that all reported issues are captured and resolved over the course of the project. General support as it relates to this SoW will be provided for the duration of the project. Support provided by SADA includes administrative technical support and training, and the option of ongoing service desk support for end users. SADA will make resources approximately equivalent to [value] FTEs available the day immediately following the migration date(s). These resources help to ensure the transition is managed smoothly and completely.

Administrative & End-User Training

Admin Training

Introduction of Google Apps requires a level of change management that administrators will need to understand and be prepared to accommodate. Changes that administrators will need to be prepared to facilitate involve account changes and user administration tasks.

To facilitate smooth deployment of services, and increased user adoption, SADA offers a basic remote training plan. Basic training in Google Apps includes two (2) sessions of remote, web-based training, not to exceed two 90 minute sessions each. Google Apps training sessions are conducted by one of SADA's certified Google Apps trainers. This training includes administrators and staff members who have been selected to act as Google Apps trainers within the organization.

End-User Training

SADA training is also offered to end-users and employees of an organization who will be using Google Apps on a daily basis. SADA offers a number of options for training including on-site training classes, online webinar-style training sessions, or a combination of both. SADA works with its clients to develop a training solution that meets both budget and logistical needs.

Note that SADA will not keep the deployment/migration project open for any reason for a period of more than 90 days after deployment and migration work has been completed.

All training must be completed within 4 weeks of Go Live date.

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Webinar training is provided between the hours of 7am-7pm Pacific Time. Please contact your SADA Sales Representative for pricing outside of these times.

SADA's Training Packages

SADA offers several training packages for our Client's consideration. These packages are available to meet the needs of both Admin and End-User training as required by the Client. The Client may select which package best suits their needs and SADA's trainers will develop a customized training curriculum and schedule to meet the projects migration objectives.

Classes in the packages below will be customized to cover the curriculum determined by the Client and our SADA Trainers. SADA's training packages are as follows:

General Package A - $12,400.00 + expenses*

- **3 days on-site (Will be customized)**
- **For Trainers / End-Users**
- **For Admins**
- **For Helpdesk Staff**
- **6 Remote Webinar Sessions**
- **Google Site Creation**
- **Training experience satisfaction surveys**

General Package B - $9,200.00 + expenses*

- **2 days on-site (Will be customized)**
- **For Trainers / End-Users**
- **For Admins**
- **For Helpdesk Staff**
- **3 Remote Webinar Sessions**
- **Google Site Creation**
- **Training experience satisfaction surveys**

General Package C - $6,000.00 + expenses*

- **1 days on-site (Will be customized)**
- **For Trainers / End-Users**
- **For Admins**
- **For Helpdesk Staff**
- **3 Remote Webinar Sessions**
- **Google Site Creation**

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- **Training experience satisfaction surveys**

General Package D (Remote Only) - $2,000.00

- **6 Remote Webinar Sessions**
- **Google Site Creation**
- **Training experience satisfaction surveys**

*** If Client chooses on-site option for training the following travel expenses/terms apply if client is outside the Los Angeles Metro area.**

SADA will bill client for the following:

- **Travel time @ $1,500.00 per staff member per day of traveling**
- **Minimal Air Travel Requirements**
- **Coach Class Ticket from Los Angeles or Burbank**
- **No more than one stop/connection**
- **Business Class Hotel Room near client site for each staff member**
- **Client to provide or arrange for ground transportation to/from hotel - work site(s) while staff on-site**
- **Client may arrange for air travel / lodging / ground transportation directly or SADA will bill client at cost.**

Class Times: On-site training sessions will take place during normal business hours of the location where the training is occurring. All webinar sessions will take place between the hours of 7am and 7pm Pacific time, Monday through Friday (with the exception of national holidays). Classes scheduled outside of this time period will be subject to additional fees.

Integration of OnBase, Eden, Laserfiche and Fire Hours (Out of Scope)

SADA cannot, with the information provided, determine if the four applications outlined can or cannot integrate with Gmail. If the applications have IMAP or SMTP capabilities they should be able to integrate with Gmail. Each individual platform will require more indepth conversation and discovery with Downers' technical team as well as the manufacturer of each application. Further more SADA can evalute these process and potentially help Downers Grove establish these workflows in Google Apps and phase out the applications themselves utilizing other tools to connect to the data bases. At this point in time SADA considers the application integration to be out of scope till further conversation and discovery. SADA recommends the integration be second and separate project.

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SADA systems

We Make IT Easy.™

Implementation Services for Google Apps for Government

SADA Systems & Google
Revised Scope/Quote
Option 3

Google APPS CERTIFIED DEPLOYMENT SPECIALIST

Google APPS EDU CERTIFIED TRAINER

GOOGLE APPS AUTHORIZED RESELLER

Google

Los Angeles • Chicago • Austin • Washington D.C. • Indonesia • Singapore

SADA's Payment Schedule and Fee Structure

SADA requires payment equal to 50% of the services total and 100% of licensing, no later than 30 days prior to beginning work on the project. The remaining 50% of services will be invoiced and due immediately upon completion of the project.

- **$4,550.00 – GSA Discount**

Google Apps Accounts and other licenses (annual fees):

QTY	Item	Price	Total Cost
350	Google Apps for Government Accounts – GSA price listed here 10% discount reflected	$45.00	$15,750.00
350	Postini Archiving (10 year) - GSA price listed here +20% discount reflected	$25.00	$8,750.00
			$4,550.00
		TOTAL	$24,500.00

Services Pricing continued on next page...

Google Apps Deployment and Migration Services (one time upfront fees):

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♦QTY	Item	Unit Cost	Total
1	E-Mail Migration	$2,995.00	$2,995.00
1	HMJ - Ingestion of live data being migrated to Postini – Downers Grove to provide PSTs	$5,250.00	$5,250.00
1	QuickStart	$2,695.00	$0.00
1	Postini Services Configuration	$2,995.00	$2,995.00
1	Configure and Install Google Apps Plugin for BES (optional)	$2,695.00	$2,695.00
1	Project Management and Consulting	$3,995.00	$3,995.00
		Subtotal	$17,930.00
		Sales Tax	Included
		Total	$17,930.00

Payment Schedule:

Due upon signing: $36,090.00
Due upon completion: $6,340.00
Savings: +$11,550.00

Licensing term is for 15 months – offer valid assuming signed contracts by March 23rd, 2012.

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Tenative Project Plan

SADA has attached a tenative project plan with milestones and timelines at the end of this document.

Assumptions & Responsibilities

Projects depend on a number of interdependent activities coordinated among a diverse body of resources. As such, projects are prone to scope creep, or slippage, when not closely managed. SADA handles all project tasks under the premise that time is of the essence. SADA's expectations depend upon close collaboration between project teams. Some standard assumptions and responsibilities are listed below. If either project team fails to complete some or all of their responsibilities, it may result in one or more of the following:

Delayed project milestone, or SADA being unable to meet the delivery timeline.

Management of resource availability and resolving conflicts may become more difficult. Our resources are carefully scheduled to complete a set of tasks within a specific interval as part of the project. SADA maintains sole discretion over the availability and scheduling (or rescheduling) of resources.

The estimates contained in this SoW are structured as flat rates with not-to-exceed pricing. As the project progresses, Moves, Adds or Changes (MACs) may take place that require additional professional service fees. These will be detailed in a project change orders as described in the Project Change Orders section below.

Client Responsibilities

SADA requires the following to ensure a complete migration:

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- **Access to a Google Apps administrator account created for SADA.**
  - **Username and password need to be given to SADA for this account.**
  - **Procurement of all necessary subscriptions including Google Apps.**
  - **Designation of SADA as the Partner of Record.**
- **One or more appropriate server resource(s) to house the following:**
  - **Google Apps Migration Tools**
    - **System requirements for the tools listed above are provided later in this document.**
- **Fulfill all the software, hardware, and/or infrastructure requirements for products provided by Google and/or SADA.**
- **Name and remote access to the designated Exchange server(s) and a non-Domain-Controlling Windows 2003 (or greater) member server used for DirSync and AuthMagic.**
- **Name and remote access to all designated Domain Controllers for AuthMagic DLL installation.**
- **Remote access to servers and workstations required to complete the project.**
- **Credentials for an Active Directory service (user) account that is:**
  - **A member of the Enterprise Admins security group**
  - **A member of the Exchange Full Administrator security group**
  - **A member of the local Administrator security group on the non-DC-server member server.**
- **All necessary Google Apps service and/or administrator accounts required by the project.**
- **SADA requires access to DNS management of public domain name(s), or contact information for the person responsible for managing the DNS configuration.**
- **Provide all communications to end users. This includes notification of changes, migration schedule, and other information pertinent to the continuation of the project.**
- **A qualified technical resource, who can provide the following:**
  - **Facilitate physical or remote access.**
  - **Fulfill the requirements of this project.**
  - **Make decisions to ensure progress can be made on the project without interruption.**
- **Software deployments that may include:**
  - **Microsoft Outlook.**
  - **Google Talk.**
  - **Communication clients.**
  - **Software dependencies or operating systems.**

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SADA's Assumptions

SADA assumes the following within the context of this SoW:

- **All services will be rendered during the following time periods:**
  - **General project delivery: 9AM to 6PM (Pacific) Monday through Friday.**
  - **During planned weekend migrations, SADA will provide up to [# of hours] of remote support between 8:00AM and 9:00PM (Pacific) on the given Saturday and Sunday.**
  - **The first business morning after migration has completed, SADA will provide remote support services as early as [time] (Pacific) and extending an entire 12 hour period. Such service is provided by request only.**
- **All times exclude national holidays.**
- **Adequate facilities and resources will be provided for services rendered by SADA while on-site, as needed.**
- **SADA is authorized to perform interviews of stakeholders, sponsors, team members, technical staff and managers. Those who SADA feels it is necessary to interview will be reasonably available for the purpose of gathering information according to the demands of the project.**
- **SADA is not responsible for the acquisition and implementation of necessary hardware, software, and/or subscriptions required to complete this project.**
- **Any changes made to technical or business specifications found in this proposal must be submitted through a valid change order, and approved by both parties to this proposal.**
- **Services pricing is contingent on all Google Apps related licensing being purchased through SADA Systems.**

Out of Scope

- **No deployment of desktop software is noted or explicitly stated otherwise in the SoW.**
- **No direct end-user assistance of any type is included, unless SADA's Service Desk has been contracted as part of the project, or as an addendum.**
- **The installation or configuration of an internal SMTP relay.**
- **The removal, uninstallation, retirement, or decommissioning of any elements within the existing messaging platform is out of scope.**
- **Migration of PST data, centrally archived data, or encrypted mail is out of scope.**

Project Risks, Issues and Mitigation

The Partner shall identify, monitor and escalate risks/issues identified by the integrated project team. A risk is defined as a potential issue, but has not yet occurred. Risks shall be

identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence) and Partner will be responsible for a risk mitigation strategy.

An issue is a risk that has occurred and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Partner. Critical risks and issues shall be escalated to the Steering Committee for review and arbitration.

System requirements for on-premise tools provided by SADA

On-Premise Versions

Option A: Use an existing server - Virtual or Physical, which is already performing another role, but has similar specs.

Option B: Procure a new server, or provision a Virtual Server.

Base Requirements:

- **CPU: Single Processor, Intel Pentium or compatible, 2 GHz or higher**
- **Memory: 2GB of RAM**
- **15GB of HD space**

Minimal recommended redundancies:

- **Battery backups.**
- **Daily data backups or snapshot images.**
- **Redundant (RAID 1, RAID 5, etc...) Hard Drives (if physical server)**

Other redundancies:

- **Server can be in fail-over / load-balanced environment.**

Software/System Requirements

NOTE: SADA can configure said server with all of these elements, if we are granted access, at no additional cost to the client.

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1. 1. Server environment for application to reside in.
    a. Apache 2.0 web server or Internet Information Services (IIS) 5.1 or later
    b. PHP 5.x with OpenLDAP, OpenSSL, FreeTDS and XML extensions.
    c. Python 2.5 or later
    d. GData Python client library 2.0.0 or later and supporting libraries.
2. Ability to grant us access to that server for installation.
3. Ability to help filter and configure appropriate settings for our system to reach user data source for user data.

Requirements for Google Apps Plug-In for Blackberry Enterprise Server

Requirements
To avoid performance problems and system conflicts, install the Google Apps Connector along with the BlackBerry Enterprise Server on a dedicated server with no other applications installed or running.

Important: Google Apps Connector for BlackBerry Enterprise Server operates only with BlackBerry Enterprise Server Release 4.1.6 for Microsoft Exchange, with Maintenance Release 7 or 8 (8 is recommended). Later versions of BlackBerry Enterprise Server, such as 4.1.7 and 5.0 will not work with Google Apps Connector. You may need to contact RIM support to get version 4.1.6 of BlackBerry Enterprise Server.

System Requirements:

BlackBerry Enterprise Server:
Windows Server 2003 SP2 or Windows Server 2008 SP2
BlackBerry Enterprise Server for Microsoft Exchange,
4.1.7 MR3 or 5.0.2
Microsoft SQL Server 2000 SP3 or Microsoft SQL Server 2005
Microsoft Outlook 2007 SP2

BlackBerry Enterprise Server Express:
Windows Server 2003 SP2 or Windows Server 2008 SP2
BlackBerry Enterprise Server Express
Microsoft Outlook 2007 SP2

Hardware Requirements:
(*Recommended requirements for a server hosting 250 users*)
Server: Dual Intel® Pentium® IV, (2GHz or greater)
Memory: 4GB RAM
Disk Space: 1GB per user

(*Recommended requirements for a server hosting 500 users*)
Server: Quad Core Intel® Pentium® IV processor (2 GHz or greater)

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Memory: 8GB RAM
Disk Space: 1GB per user

Scope Change Request Form:

Change Request Document

Date Requested: _____ Change Number: _____
Title of Change Request: _____ By: _____

This Change to the SOW number, dated _____, between [Customer Name] ("Client") and SADA Systems, Inc. ("Company") is entered into between the parties and is effective on <date>. This Change Order is subject to all terms and conditions in the Agreement and SOW. The parties agree as follows:

Change Requested in: ***(Check all that apply)***

Specifications_____
Deliverables_____
Schedules_____
Services_____
Other_____

Affected Section Numbers of Statement of Work, or name of other document:

_____
_____
_____

Description of Change:

_____
_____
_____
_____
_____
_____

Reason for Change:

_____
_____
_____
_____
_____
_____

Impact of Request on SOW:

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Section# _____

Current Language:

_____
_____
_____
_____
_____
_____

Proposed Language:

_____
_____
_____
_____
_____
_____

Impact of Change (complete all that apply):

	Current:	Proposed:
Cost		
Schedule		
Resources		

Effective Date
This Change Control will be effective on <date>.

CLIENT
Print Name/Title:_____
Signature:_____
Date:_____

SADA Systems, Inc. Approval
Print Name/Title:_____
Signature:_____
Date:_____

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Additional Contracts:

Per the terms and conditions provided in section 2 further legal framework needs to be put in place around the licesning agreement and professional services and any intellectual property.

Attached to the end of our response are two agreements that will supplement the terms and conditions put forth in this RFP. They are as follows:

1. **SADA - Google Apps for Government Resale Agreement**
    a. **This document will provide legal framework around the license purchase.**
2. **SADA – MPSA**
    a. **MPSA (Master Professional Services Agreement)**
    b. **This document will provide legal framework around the implementation services.**
    c. **The MPSA will refernce the Scope as outlined in this response.**

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Proposal Contract Form

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

SADA Systems
Company Name

5250 Lankershim Blvd
Street Address of Company

Los Angeles, CA, 916101
City, State, Zip

818-942-1067
Business Phone

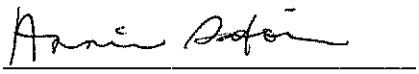
818-766-0090
Fax

Date: **12-1-11**

annie.safoian@sadasystems.com
Email Address

Annie Safoian
Contact Name (Print)

805-215-3064
13-Hour Telephone



Signature of Officer, Partner or Sole Proprietor

Annie Safoian, CFO
Print Name & Title

ATTEST: If a Corporation

_____
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

_____
Authorized Signature

_____
Title

_____
Date

ATTEST:

_____
Signature of Village Clerk

_____
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

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Vendor W-9 Request Form

SADA Systems:

. **Please find W-9 at the end of this Response.**

Proposers Certification

With regard to **Google Apps Deployment for Downers Grove**, proposer **SADA Systems** hereby certifies the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);

3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____
Proposer's Authorized Agent

95-4816919
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this **First** day of **December**, 2011.

_____
Notary Public
(Fill Out Applicable Paragraph Below)

ROBERT RAINER
COMM #1806487
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. OCT 2, 2014

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(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of _**California,** which operates under the Legal name of _**SADA Systems Inc.** and the full names of its Officers are as follows:

President: _**Tony Safoian (CEO)**_____
Secretary: _n/a_____
Treasurer: _**Annie Safoian (CFO)**_____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

_____

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of_____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name_____
Agent _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company:__**SADA Systems**_____
Print Name and Title of Authorizing Signature: __**Annie Safoian CFO**_____
Signature: _____Annie Safoian_____
Date: ___**12-1-11**_____

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Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00 contractors receiving individual awards for $100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: **SADA Systems Inc.**

Address: **5250 Lankershim Blvd**

City: **Los Angeles** Zip Code: **91601**

Telephone: **(818) 942-1067** Fax Number: **(818) 766-0090**

E-mail Address:
annie.safoian@sadasystems.com

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This Proposal is Valid for 180 Days post December 2, 2011 submission

Authorized Company Signature: Annie Safoian

(Print)Name: **_Annie Safoian**_____Title of Official: __**CFO**_____

Date: __**12-1-11**_____

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Campaign Disclosure Certificate

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☐ **X** Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

Annie Safoian — **Annie Safoian, CFO**

Signature — Print Name

☐ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: $ _____

_____ _____

Signature — Print Name

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