

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

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
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 involving 14 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: (Gmail, Google Calendar, Google Sites, Google Doc, Video)	\$45/user/year
Google Postini Archiving: (Message security, Message discovery, Message continuity, and Message encryption)	\$25/user/year
The total annual subscription:	\$24,500
<u>SADA one-time migration service cost:</u>	<u>\$17,930</u>
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 AN  
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 Google Apps for Government Customer Agreement (the "Agreement"), between the Village of Downers Grove ("Customer") and Sada Systems, Inc. ("SADA"), as authorized reseller of Google Applications for Government, 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

# SADA Systems, Inc.

## GOOGLE APPS for GOVERNMENT CUSTOMER AGREEMENT

---

This **GOOGLE APPS FOR GOVERNMENT CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of March \_\_, 2012 (the "Effective Date"), 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 ("Customer").

### 1. SERVICES AND TERMS OF SERVICE

**1.1 Service.** This Agreement establishes the terms under which SADA, as an authorized reseller of Google, Inc. ("Google"), will provide Customer with access to the Google hosted services set forth in Exhibit A (the "Services"). If the Services include any Postini products, the terms of Exhibit B shall apply to such products and are incorporated into this Agreement by reference.

**1.2 Support.** Customer will respond to questions and complaints from the individuals Customer permits to use the Services (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve, and SADA is hereby authorized by Customer to submit Customer support issues to Google on behalf of Customer. Customer may also contact Google with respect to technical support issues in accordance with Google's technical support guidelines (the "TSSG") available at <http://www.google.com/apps/intl/en/terms/tssg.html> or such other URL as may be provided by Google.

**1.3 Google Apps for Government Terms of Service.** Customer understands and agrees that Customer will be required to agree to the Google's Terms of Service in order to obtain access to the Services, which Terms of Service have been provided to you by Google (the "Terms of Service"). The Terms of Service govern Customer's access to and use of the Services and will be effective as of the date signed by Google.

**1.4 Service Levels.** The Google Apps Covered Services (as defined in the Google SLA) will meet the requirements set forth in the Google Apps Service Level Agreement found at <http://www.google.com/apps/intl/en/terms/sla.html> (the "Google SLA"). In the event of a breach of such service levels, as Customer's sole and exclusive remedy, Customer will be provided the remedies set forth in the Google SLA.

### 2. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

**2.1 Customer Eligibility.** Customer represents and warrants that it is a state, city or federal government entity: (A) with a budget supported by public funds; (B) that represents, is comprised of, or whose function is to support a municipal corporation, city, county, state or nation in the United States; and (C) whose representation or support referenced in clause (B) is exercised by virtue of power delegated to it for that purpose by the general government of the state or nation.

**2.2 Compliance with Law; Compliance with Agreement.** Customer will comply with all laws, rules and regulations applicable to its use of the Services, including those regarding the management and administration of its electronic messaging system. Customer acknowledges and agrees that SADA and Google are serving as a data processor and their responsibilities and liability do not extend to the internal management or administration of Customer's electronic messaging system or messages. Customer is responsible for ensuring that it and its End Users use the Services in accordance with the Terms of Service and Acceptable Use Policy, as set forth in Section 1.3 and Section 2.6.

**2.3 Customer Administration of the Services.** Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Terms of Service.

**2.4 Privacy.** Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

**2.5 Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify SADA or Google of any unauthorized use of, or access to, the Services of which it becomes aware.

**2.6 Acceptable Use Policy.** Customer agrees that its use of the Services is subject to its compliance with Google's Acceptable Use Policy, which is available at [http://www.google.com/a/help/intl/en/admins/use\\_policy.html](http://www.google.com/a/help/intl/en/admins/use_policy.html) (or such URL as Google may provide) and which may be updated from time to time. The Acceptable Use Policy is hereby incorporated into this Agreement. If Customer fails to comply with the obligations set forth in this Section, SADA shall inform Customer thereof and reserves the right to suspend the Services until such failure is remedied. Notwithstanding the foregoing, Customer's failure to comply with the obligations set forth in this Section may be deemed a material breach of this Agreement.

**2.7 No Resale.** Customer agrees that it shall not resell the Services or create or offer derivative versions of the Services, either directly or through a third party.

### 3. CHARGES AND PAYMENT

**3.1 Fees.** Customer will pay SADA the fee(s) set forth on Exhibit A to this Agreement in accordance with Section 3.3. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 45 days prior to the expiration of the then-current term in writing.

**3.2 Support Charges.** Any support to be provided by SADA under Section 1.2 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of \$292.50.

**3.3 Payments.** Customer will pay for the Services on a full prepaid basis for the Initial Term (as defined in Section 4.1) of this Agreement and each succeeding 12-month renewal term, to the extent applicable. Fees for prepaid orders where SADA issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent 60 days after the date of the applicable invoice. Customer will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

**3.4 Currency.** Customer will make all payments in U.S. dollars.

**3.5 Taxes.** Customer is responsible for any taxes and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer must provide SADA with an official tax receipt or other appropriate documentation to support such payments.

**3.6 Delinquent Payments.** Until paid in full, delinquent payments will accrue interest from the first date of delinquency at the lower of 1% per month or the highest rate permitted by law (see Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.). Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting unpaid or delinquent amounts, except where these unpaid or delinquent amounts are due to billing inaccuracies attributable to SADA.

#### 4. TERM, TERMINATION AND ADDITIONAL END USER ACCOUNTS

**4.1 Term.** The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in Exhibit A (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will be renewed automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party (effective as of the end of the then-current term) by providing the other party written notice in accordance with Section 4.2 below. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. Any renewals of this Agreement are subject to Customer's purchasing policy with regard to extensions.

**4.2 Termination.** This Agreement will terminate: (A) immediately upon termination or expiration of Customer's right to use the Services as a result of a termination of the Terms of Service by Google or Customer; (B) upon expiration of the then-current term if Customer has provided at least 30 days' advance written notice of termination to SADA; or (C) upon expiration of the then-current term if SADA has provided at least 60 days' advance written notice of termination to Customer. In addition, either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be ten days.

**4.3 Termination for Non-Payment.** If Customer is delinquent in its payments under this Agreement for more than 60 days and Customer fails to bring its payments up to date within 30 days of receiving written notice from SADA of its delinquency, SADA may terminate this Agreement and terminate Customer's access to the Services.

**4.4 Effects of Termination.** If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease.

**4.5 Additional End User Accounts.** Customer may alter the number of End User Accounts per Customer domain at any time. For End User Accounts added during the Initial Term or any Renewal Term, the initial term for such End User Accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User Accounts by notifying its designated SADA account manager. For each purchase of End User Accounts, SADA will issue a quote to Customer. End User Accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. SADA cannot transfer End User Accounts from one Customer domain name to another.

#### 5. CUSTOMER DATA AND CONFIDENTIAL INFORMATION

**5.1 Customer Data.** SADA will treat all Customer Data in accordance with local laws and regulations applicable to the data and will implement policies and procedures with respect to the Customer Data no less protective of the rights of Customer or its End Users as those found in Google's Privacy Policy (located at <http://www.google.com/intl/en/privacy/privacy-policy.html>). Changes to the Privacy Policy will be made as stated in the applicable policy. For purposes of this Agreement, "Customer Data" means all data and information provided by Customer's End Users via the sign up process for the Services, as well as data, including electronic messages and any attachments provided, generated, transmitted or displayed via the Services by Customer or its End Users.

**5.2 Confidential Information.** Each party will: (A) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (B) not disclose the other party's Confidential Information, except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors otherwise bound) to keep it confidential. Each party (and any affiliates, employees and agents to whom the Confidential Information was disclosed) may use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section. For purposes of this Agreement, "Confidential Information" is information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. In particular, Customer Data and electronic messages of Customer that are subject to the Services are Customer Confidential Information and SADA's pricing is SADA Confidential Information.

**5.3 Exceptions.** Confidential Information does not include information that: (A) is or subsequently becomes published or available to the public through no fault of the recipient, (B) is received by the recipient from a third party without a duty of confidentiality; (C) is independently developed by recipient, or (D) was in the recipient's possession or was known to the recipient before it was disclosed to the recipient by the disclosing party.

**5.4 Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (A) uses commercially reasonable efforts to notify the other party; and (B) gives the other party the chance to challenge the disclosure.

**6. INTELLECTUAL PROPERTY RIGHTS.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services. For purposes of this Agreement, "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and other similar rights.

**7. DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN ARTICLE 3 OF EXHIBIT B (IF APPLICABLE), TO THE FULLEST EXTENT PERMITTED BY LAW, SADA AND GOOGLE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NONINFRINGEMENT. SADA AND GOOGLE MAKE NO REPRESENTATION ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

**8. INDEMNIFICATION.** Customer will indemnify, defend and hold harmless SADA from and against all losses, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (A) regarding Customer Data, Customer's domain names, or the contents of Customer Messages; or (B) regarding Customer's or its End Users' use of the Services in violation of this Agreement.

**9. LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT



LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF DATA), 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. IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL GOOGLE BE HELD LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM SADA'S DISTRIBUTION AND RESALE OF THE SERVICES. These limitations of liability do not apply to a party's indemnification obligations.

## 10. GENERAL PROVISIONS

**10.1 Notices.** All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth in Exhibit A. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. 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.

**10.2 Governing Law.** 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.

**10.3 Binding Nature and Assignment.** This Agreement will be binding on the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other, except that SADA may assign its rights and obligations under this Agreement without Customer's approval to an entity that acquires control of SADA.

**10.4 Publicity.** Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer Brand Feature) in a customer list, but only if Customer is not the only customer appearing on the list.

**10.5 Third Party Beneficiary.** The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

**10.6 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.

**10.7 Survival.** The provisions of Section 3.5, Article 5, Article 6, Article 7, Article 8, Article 9, 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.

**10.8 Force Majeure.** Neither SADA nor Google shall be liable for inadequate performance to the extent caused by a circumstance beyond its reasonable control, including, without limitation, domain name server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortage.

**10.9 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.

**11. Entire Agreement; Amendment and Waiver.** This Agreement and any exhibits referred to herein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the parties with respect to the subject matter hereof. 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 or discharge is sought to be enforced.

**12. Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.**

**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

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Print title: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk

## EXHIBIT A

Under the terms of the Agreement of which this Exhibit is a part, SADA will provide the following Google products to Customer in the indicated quantity and at the indicated pricing:

Item	Quantity	Price Per Item	Total
Google Apps Postini GMD 10-Year	350	\$25.00	\$8,750
Google Message Encryption			
Google Message Security only			
Google Apps for Government End User Accounts	350	\$45.00	\$15,750

The Initial Term of this Agreement is 15 months.

### Overage Charge

Customer shall notify SADA in the event that Customer exceeds the number of mailboxes/units set forth above for any Postini, message encryption or message security product, such notice to be provided to SADA within 10 days of the occurrence of such overage. Upon becoming aware of any such overage (whether from Customer or otherwise), SADA will charge Customer an "Overage Charge" for each month during which an overage exists. Such Overage Charge will be equal to the product of (A) the number of excess mailboxes and (B) 1/12 of the annual charge per mailbox, which Overage Charge will be invoiced to Customer by SADA monthly in arrears.

### Notices

Any notices under this Agreement will be directed, if to SADA, at:

Annie Safoian, Chief Financial Officer  
SADA Systems, Inc.  
5250 Lankershim Blvd., Suite 620  
North Hollywood, CA 91601  
Email: [annie.safoian@sadasystems.com](mailto:annie.safoian@sadasystems.com)  
Fax: 818-766-0090

and if to Customer, at:

Village of Downers Grove  
801 BURLINGTON AVENUE,  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571

## EXHIBIT B

### Postini Terms and Conditions

In addition to the terms and conditions included in the Agreement, the following terms shall apply to any Postini products included in the Services:

**1. INTENDED USE; EMAIL ACCOUNTS.** The Services are for use with normal business messaging traffic only, and may not be used for any other purpose, including use of the message encryption services (if applicable) with machine generated message encryption and delivery. For each End User for which Customer will be routing email and/or archiving email, if any, through the Services, Customer shall establish an email account in Google's identity management systems. If Customer fails to comply with the obligations set forth in this Section, SADA shall inform Customer thereof and reserves the right to suspend the Services until such failure is remedied. Notwithstanding the foregoing, Customer's failure to comply with the obligations set forth in this Section may be deemed a material breach of this Agreement.

**2. ARCHIVED MESSAGES.** If the Services include archiving functionality, Customer messages will be retained for up to the period set forth in Exhibit A, provided that Customer renews the applicable Services with SADA for each year of such retention period. The retention period will apply to all data archived under the Services. Failure to renew the applicable Services during the retention period will terminate SADA's and Google's obligation to retain any of Customer's data or indexes.

**3. WARRANTY.** SADA warrants that the Postini Services will meet the requirements set forth in the Service Level Agreement set forth below. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, SADA will provide the remedy set forth in this Article.

**3.1 Service Availability Commitment.** The Postini Services shall be operational at least 99.999% of the time in any given month during the term of the Agreement. The "Operational Percentage" means the percentage of the total time during any given month that the Postini Services are not subject to an Outage. An outage ("Outage") means that Google fails to apply filtering in accordance with Customer's configuration selection. Outage does not include services suspension (A) for reasons outside of Google's sphere of control (as described in Section 3.4 of this Exhibit B) or (B) during times of maintenance (as described in Section 3.5 of this Exhibit B). If a dispute arises about whether or not an Outage occurred, Google shall make a determination in good faith based on its system logs, monitoring reports and configuration records, which Google shall make available for auditing by Customer at Customer's request. The "Outage Percentage" means the total duration of an Outage during a given month, divided by the total time during such month.

**3.2 Outage Reporting Process.** Customer must inform SADA in writing or by email within 10 business days of the time it first notices an outage or first believes that there has been an Outage. Failure to comply with this requirement will forfeit Customer's right to receive a remedy for the Outage as described in Section 3.3 of this Exhibit B.

**3.3 Remedy.** If the Operational Percentage is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and none of the exceptions in Section 3.4 of this Exhibit B applies, Customer shall have the following sole and exclusive remedy: SADA will provide Customer with a pro-rata credit on Customer's Postini Services fee for the month during which the Outage occurred. The pro-rata credit shall be calculated by multiplying the Outage Percentage with Customer's total monthly Postini Services fee in the month during which the Outage occurred. Furthermore, if Customer experiences one or more Outage(s) in each of three consecutive calendar months and/or three or more Outages in any period of 30 consecutive days, Customer can terminate the applicable Services for cause upon 30 days' prior written notice.

**3.4 Exceptions.** Customer shall not have any remedies under the Agreement, including this Article, in connection with any circumstances addressed in Section 10.8 (Force Majeure) of the Agreement.

**3.5 Maintenance.** To ensure optimal performance of the Postini Services, Google reserves the right to perform unscheduled emergency maintenance at any time. Additionally, Google reserves the right to perform scheduled maintenance that is designed not to impact the Postini Services at any time. Google will make all reasonable attempts to schedule maintenance events that are expected to have an impact on the Postini Services between 10:00 p.m. Pacific Time on Fridays and 12:00 p.m. Pacific Time on Sundays.

#### **4. INDEMNIFICATION.**

**4.1 Indemnification by SADA.** SADA will indemnify, defend and hold harmless Customer against any losses, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim against Customer that the Postini Services, or any part thereof, infringe any U.S. intellectual property or proprietary rights of such third party or misappropriates any protected trade secret of such third party. Notwithstanding the foregoing, SADA will have no liability for a claim under this Section to the extent that it results from the combination, operation or use of the Postini Services with equipment, devices, software or data not supplied by SADA, if a claim would not have occurred but for such combination, operation or use. If SADA's right to provide the Postini Services is enjoined or in SADA's reasonable opinion is likely to be enjoined, SADA may, at its expense, obtain the right to continue providing the Postini Services, replace or modify the Postini Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonable available, terminate this Agreement without liability to Customer.

**4.2 Indemnification by Customer.** Customer will indemnify, defend and hold harmless SADA from and against all losses, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim against SADA based upon or otherwise arising out of the contents of Customer Messages.

**4.3 Indemnification Procedures.** Each party's obligations under this Article are subject to the party seeking indemnification providing the other party with (A) prompt written notice of the claim, (B) sole control over the defense or settlement, and (C) reasonable support and cooperation with regard to the defense. Notwithstanding the foregoing, any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
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 Google Apps for Government Customer Agreement (the "Agreement"), between the Village of Downers Grove ("Customer") and Sada Systems, Inc. ("SADA"), as authorized reseller of Google Applications for Government, 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

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

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
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 3 <sup>rd</sup> 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	
<b>Annual TTL:</b>	<b>\$84,084.00</b>	<b>\$25,500</b>	

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

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

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
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
Miscrosoft 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
<b>Total:</b>	<b>\$199,550</b>	<b>\$243,150</b>	<b>Total:</b>	<b>\$24,500</b>	<b>\$122,500</b>

### 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
<b>Total</b>	<b>\$64,000</b>	<b>\$308,160</b>	<b>Total</b>	<b>\$47,780</b>	<b>\$180,900</b>

### 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
<b>Total</b>	<b>\$100</b>	<b>\$500</b>	<b>Total</b>	<b>\$0</b>	<b>\$0</b>

### 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
<b>Total</b>	<b>\$7,000</b>	<b>\$7,000</b>	<b>Total</b>	<b>\$7,000</b>	<b>\$7,000</b>

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

\* 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 intricacies of and often over-looked details of both Google Apps and Postini.

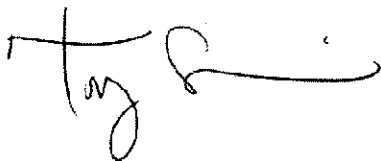
- Direct Benefit: No surprises, we make sure to ask the right questions and communicate expectations especially around Postini settings and Google Apps Multi Domain Management methods and their respective pros and cons.
- SADA has the experience of over 4 years working on Google Apps Deployments - since 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.



## Contents

Request for Proposals .....	3
Terms & Conditions .....	4
Detailed Specifications.....	5
Proposers Response to RFP (Professional Services) .....	6
<b>Scope of Work</b> .....	<b>8</b>
Proposal Contract Forms.....	31

### **Attachments:**

**Tenative Project Plan**

**SADA W9 Form**

**License Agreement**

**Master Professional Services Agreement**

## Request for Proposals

**SADA Systems:**

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

## 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.**

## **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**

**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**

<b>City/County</b>	<b>Contact</b>	<b>Contact Info</b>
<b>City of Los Angeles</b>	<b>Charlene Dennis</b>	<b><u><a href="mailto:charlene.dennis@lacity.org">charlene.dennis@lacity.org</a></u> <b>213.978.2873</b></b>
<b>Kent County</b>	<b>Scott Boone</b>	<b><u><a href="mailto:sboone@kentgov.org">sboone@kentgov.org</a></u> <b>410.778.5315</b></b>
<b>Lyon County</b>	<b>Hazen Adams</b>	<b><u><a href="mailto:hadams@lyon-county.org">hadams@lyon-county.org</a></u></b>

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

**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.

<b>Google Apps Directory Services (GADS)</b>	<b>Synchronizes Google Apps user directory with an enterprise LDAP system to support centralized user &amp; group management</b>	<b>In Scope</b>
--	--	-----------------

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

**Change Management Scope**

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

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

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.



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

*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

**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**

**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.**

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

### **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.**

- **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.

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.

- 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

- **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**

**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.**



**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**

- **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)**

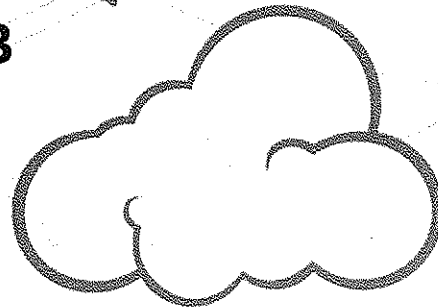
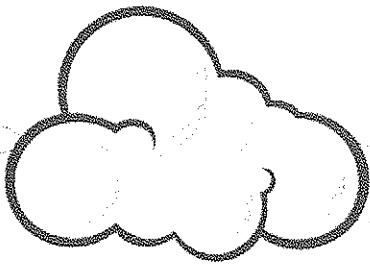
**SADA cannot, with the information provided, determine if the four applications outlined can or cannot integrate with Gmail. If the applications have IMAP or SMTP capabilities they should be able to integrate with Gmail. Each individual platform will require more indepth conversation and discovery with 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.**



We Make IT Easy.™

# Implementation Services for Google Apps for Government

## SADA Systems & Google Revised Scope/Quote Option 3



**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
<b>TOTAL</b>			<b>\$24,500.00</b>

**Services Pricing continued on next page...**

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

◆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 23<sup>rd</sup>, 2012.

### **Tentative Project Plan**

**SADA has attached a tentative 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:**

- **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.

## **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.

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)

**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:**

**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:** \_\_\_\_\_

**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.**

# 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

Date: 12-1-11

annie.safoian@sadasystems.com

Email Address

5250 Lankershim Blvd

Street Address of Company

Annie Safoian

Contact Name (Print)

Los Angeles, CA, 916101

City, State, Zip

805-215-3064

13-Hour Telephone

818-942-1067

Business Phone



Signature of Officer, Partner or Sole Proprietor

818-766-0090

Fax

Annie Safoian, CFO

Print Name & Title

ATTEST: If a Corporation

\_\_\_\_\_  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.

### 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: [Signature]  
Proposer's Authorized Agent

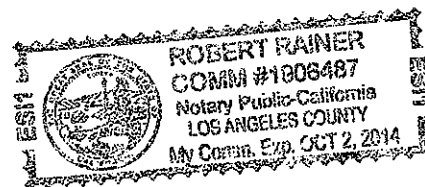
**95-4816919**  
**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

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

[Signature]  
Notary Public

(Fill Out Applicable Paragraph Below)



(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



**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

Authorized Company Signature: Annie Safoian

(Print )Name: **Annie Safoian** Title of Official: **CFO**

Date: **12-1-11**

**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.

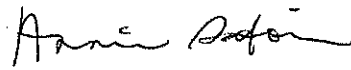
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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:

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