

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

March 18, 2014

**RESOLUTION AUTHORIZING AGREEMENT FOR MICROSOFT OFFICE 365  
SOLUTION: EMAIL MIGRATION**

WHEREAS, The Cleveland Public Library and CLEVNET members currently utilize Vmware's Zimbra e-mail solution for employee e-mail exchange and e-mail storage. Zimbra's license agreement expires in September of 2014, and the total estimated cost of retaining the current Zimbra platform is \$55,508.40 per year. Zimbra no longer meets the operational needs of CPL and CLEVNET due to storage limitations, and it trails behind other email solutions on the market in Unified Communications; and

WHEREAS, Exchange Online is a cloud-based email service that is available as part of Microsoft Office 365. Exchange Online provides the latest capabilities of the Exchange Service platform, and the service includes premier antivirus and anti-spam filtering, native email archiving, continuous data backup, and premier disaster recovery capabilities; and

WHEREAS, The Library can acquire Microsoft Office 365 software and licensing rights including Exchange Online, Sharepoint Online and Lync Online, for CPL and CLEVNET members at no cost through Microsoft's Academic Licensing Program (A2), provided that the Library purchases another Microsoft software product; and

WHEREAS, The Library wishes to replace the current Zimbra e-mail solution for the Library and CLEVNET with Exchange Online, and to migrate existing email data which is stored on CPL's servers to Exchange's hosted data centers; and

WHEREAS, In order to successfully perform the e-mail migration, The Library must purchase migration software, and engage the services of technology support experts to install and configure the on-premise services necessary for a functional Office 365 environment and to provide a new e-mail platform; and

WHEREAS, The e-mail migration software most suited for the Library's and CLEVNET's e-mail migration was developed by Transend Corporation and costs \$20,460 for a one-time use; and

## **EXHIBIT 4**

WHEREAS, The Chief Technology Officer has solicited and received quotes from three vendors for technology support expertise: MCPC, \$35,190; CDW-G, \$70,820, and Encore Technology Group, \$16,750. Encore Technology Group is the lowest and is a Microsoft Gold Partner with extensive public sector experience; and

WHEREAS, The software product the Library has selected for 550 Library staff personal computers in order to obtain the no-cost Microsoft Office 365 software and licensing rights is Microsoft Office Professional Plus which costs \$12,430 per year through Encore Technologies Group; and

WHEREAS, The Library also desires to purchase additional Microsoft Exchange Online Archiving for 137 Library and CLEVNET users at the cost of \$1,644 per year; now therefore be it

RESOLVED, That the Board of Trustees of the Cleveland Public Library authorizes the Executive Director, CEO, or his designee, to enter into the necessary agreements and instruments with Encore Technology Group LLC to obtain

- 1) the Microsoft Office 365 Academic A2 licenses at no cost per year; and
- 2) the Microsoft Exchange Online Archiving for Exchange Online A subscription license in the amount of \$1,644 per year, to be charged to the General fund account 13010953-53360 (CLEVNET Computer Maintenance); and
- 3) technical support services for the Microsoft Office 365 installation, configuration and the e-mail migration in the amount of \$16,750, to be charged to the General fund account 13010953-53710 (CLEVNET Professional Services), and
- 4) Microsoft Office Professional Plus license and software assurance in the amount of \$12,430 per year, to be charged to Building and Repair fund account 40130105-55540 (CPL Software); and to enter into the necessary agreements and instruments with Transend Corporation to obtain e-mail migration software, for a one-time use, in the amount of \$20,460 to be charged to the General fund account 13010953-53360 (CLEVNET Computer Maintenance). These agreements and instruments shall be subject to the approval of the Chief Legal Officer.



Transend Corporation  
225 Emerson St.  
Palo Alto, CA 94301

Tel: (650) 324-5370  
Fax: (650) 324-5377  
[www.transend.com](http://www.transend.com)

February 19, 2014

Attn: George Lenzer  
Cleveland Public Library

George:

Thank you for your request. Transend Corporation is pleased to provide the following quotation to Cleveland Public Library for the Transend Migrator utility:

User License	Unit Cost	Total
3100	\$6.60	\$20,460.00

*Note: The above quote reflects a 20% discount and includes Annual Support & Maintenance.*

*Transend will also extend this unit cost to any additional license purchases made before the end of the 2014 calendar year (12/31/14)*

Annual Support & Maintenance includes the following for **one year** from the date of purchase:

- “Getting Started” Professional Services
  - Transend’s Professional Services team will provide remote services to ensure your migration is configured as efficiently as possible.
    - Analysis of customer’s environment
    - Early Migration Assessment
    - Remote Training (if necessary)
    - Configuration Services - Suggestions related to preparation of source and target environments
- Unlimited telephone and email support regarding installation and setup issues.
- Unlimited telephone and email support regarding all product usage issues, including all bug fixes and patches specific to customer’s migration needs.
- Custom Builds and Instructional materials/videos for select migrations where Transend Migrator will be deployed to each end-user to self-migrate.
- Priority access to support engineers.
- Indirect access to Transend’s development team.
- Post-Migration Quality Assurance: Transend engineers will conduct a postmortem consultation with the customer to ensure all migration needs were met (at the customer’s request)
- Maximum response time of 24 hours Monday through Friday (except U.S. holidays).
- Free product updates for one year from purchase date.

This quote expires February 28, 2014. If there is any change to the number of licenses quoted above please request a new quote as the unit price may change.

You can order via credit card, or Purchase Order with net 30 day terms. There is a 3.5% order processing/convenience fee, with a minimum of \$5 for orders made with a credit card. Purchase Orders can be paid with a check or wire transfer in US dollars. Add USD \$40 to the above price for wire transfer payment (the fees deducted by the banks). Purchase Orders should be faxed to Sales at 650-324-5377 or sent via email to [sales.info@transend.com](mailto:sales.info@transend.com).

The address for your purchasing department records is in the signature block below and our Federal Tax ID is 94-2635297. Once we process the order, you will receive a confirming email with the license key to turn the evaluation version into a full working version.

Thank you for your interest in Transend software. Please let me know if you have any questions.

Regards,

Jason Krefetz  
[jaaron@transend.com](mailto:jaaron@transend.com)  
Tel: (650) 324-5370  
Fax: (650) 324-5377

## OUR STORY

To gain more insight into Transend's background, the value proposition we offer, and why we're different than the competition, please watch a 2 minute video that tells [OUR STORY](#) .

**ENCORE TECHNOLOGY GROUP**

Rethink Technology!



## Microsoft Office 365 Proposal

Prepared for:

**Cleveland Public Library**

March 12, 2014



**encore**  
technology group

## Table of Contents

CONTACT INFORMATION .....	4
PROJECT ESCALATION PATH .....	5
ABOUT ENCORE TECHNOLOGY GROUP .....	6
ENCORE TECHNOLOGY GROUP SUPPORT SERVICES PRACTICE.....	6
SCOPE OF WORK .....	7
PROJECT DELIVERABLES (Revised from 1/27 Proposal).....	12
OUT OF SCOPE .....	12
CUSTOMER RESPONSIBILITIES.....	13
ENCORE OBLIGATIONS .....	14
ASSUMPTIONS .....	14
FINANCIAL INVESTMENT .....	15
ACCEPTANCE .....	15
APPENDIX A – PROJECT SIGNOFF .....	16
APPENDIX B – CHANGE ORDER .....	17
APPENDIX C – OFFICE 365 TRIAL FOR TRAINING GROUP.....	19

March 12, 2014

Cleveland Public Library

Mr. Houpe,

Thank you for giving Encore Technology Group the opportunity to respond to your request for installation services. In today's environment most organizations are asking more from their IT staff while at the same time receiving fewer resources. This formula usually places a huge burden on the organization and outside help is needed from time to time. Our goal is to make it easy for your organization to engage Encore Technology Group and provide the technical expertise necessary which will get you through these times. With our vast experience in the public and commercial sector Encore Technology Group is confident that you will find us to be most qualified partner and as such we look forward to working with your organization.

Encore Technology Group methodology includes project management as well as multilevel engineering that gives a predictable, high quality installation and insures success that will meet Cleveland Public Library IT requirements. Please accept this document as evidence of our desire to assist your organization in achieving its technology goals. If you have any questions or would like more information, please contact us at (888) 983-6267. We look forward to combining our talents to make this endeavor a success.

Sincerely,

April Hughes  
ahughes@encoretg.com  
Enclosure

## CONTACT INFORMATION

<b>Service Provider:</b>	<b>Encore Technology Group (Encore)</b>	
<b>Employees:</b>	<b>110+ employees</b>	
<b>Corporate Office:</b>	<b>Greenville, SC</b> 2000 Wade Hampton Boulevard Suite 210 Greenville, SC 29615	
<b>Service Center:</b>	<b>Greenville, SC</b> 2000 Wade Hampton Boulevard Suite 210 Greenville, SC 29615	
<b>Logistics Center:</b>	<b>Easley, SC</b> 903 East Main Street Suite A Easley, SC 29640	
<b>Sales Offices:</b>	<b>Charlotte, NC</b> 5960 Fairview Road Suite 400 Charlotte, NC 28210	<b>Raleigh, NC</b> 8313 Six Forks Road Suite 211 Raleigh, NC 27615
	<b>Atlanta, GA</b> 3235 Satellite Boulevard Building 400, Suite 300 Duluth, GA 30096	<b>Columbia, SC</b> 810 Dutch Square Blvd Suite 107 Columbia SC 29210
<b>Support Phone:</b>	<b>(888) 983-6267</b>	
<b>Federal Taxpayer ID:</b>	<b>46-1594391</b>	
<b>FCC Registration:</b>	<b>0022372619</b>	



## PROJECT ESCALATION PATH

If you experience an issue or problem during the implementation of your project, we want to hear about it. Accordingly, we will make every effort to provide a timely and effective resolution ensuring that your project stays on task and on time.

The following path of escalation is provided to ensure you receive the level of attention needed for any concerns with your project, its' required products and services or customer relations.

### 1<sup>st</sup> Level

Ben Wilson – PM Manager

(864) 770-2789 [bwilson@encoretg.com](mailto:bwilson@encoretg.com)

### Operations Management

Bob Cress – Operations Director

(864) 200-2174 [bcress@encoretg.com](mailto:bcress@encoretg.com)

### 2<sup>nd</sup> Level

April Hughes – Account Executive

(864) 304-2789 [ahughes@encoretg.com](mailto:ahughes@encoretg.com)

### Sales Management

David Masters – Vice President of Sales

(864) 200-2076 [dmasters@encoretg.com](mailto:dmasters@encoretg.com)

### 3<sup>rd</sup> Level

Antony Eason – Director

(404) 921-3136 [aeason@encoretg.com](mailto:aeason@encoretg.com)

### Executive Management

Chris Powell – Chief Executive Officer

(864) 307-0735 [cpowell@encoretg.com](mailto:cpowell@encoretg.com)

## ABOUT ENCORE TECHNOLOGY GROUP

Encore Technology Group (Encore) was newly established in 2013, but our storied history dates back to 1989. Through this history, we have provided innovative technology solutions for K-12 classrooms, higher education institutions, state and local government agencies, and commercial enterprises. Today, we are one of the largest independent technology solution providers in the southeastern United States, though our prestigious client roster spans the entire nation.

## ENCORE TECHNOLOGY GROUP SUPPORT SERVICES PRACTICE

Encore Technology Group's understands that assisting our customers with the best consulting, design, and implementation of technology is worthless without providing first class service after the sale. To this end Encore Technology Group maintains a dedicated support services organization which includes industry certified engineers and a set of integrated services designed to provide our clients with the best support services plan. Encore Technology Group's support services organizations provides;



- A Commitment to Customer Satisfaction
- Comprehensive Support Services Plans
- Dedicated Support Service Professionals
- Strong Vendor Partnerships with Integrated Support
- Certified Warranty Service for Major Vendors
- Service Level Agreements
- Integrated Call Management and Tracking
- Flexible Support Options
- Comprehensive Geographical Coverage

### Flexible Contracts

Encore Technology Group understands that each organizations support needs and environment are unique and may change from year to year. Therefore Encore Technology Group offers many flexible support options and will work with your organization individually to customize a total support solution.

## SCOPE OF WORK

### General Items

- A pre-project planning meeting will be held to ensure all customer needs are understood.
- Customer will sign off on project plan / design prior to implementation
- Any changes required post sign-off will result in a project change request and may result in additional billing

### Objective

Cleveland Public Library has chosen to move some of its services to a cloud based solution from the existing environment. Specifically the organization has chosen Microsoft Office 365 to deliver these services.

Microsoft® Office 365 delivers the power of cloud productivity to businesses of all sizes, helping to save time, money and free up valued resources. Office 365 combines the familiar Office desktop suite with cloud-based versions of Microsoft's next-generation communications and collaboration services: Exchange Online, SharePoint Online and Lync Online. Office 365 is simple to use and easy to administer – all backed by the robust security and guaranteed reliability you expect from a world-class service provider.

Specifically the organization is looking for assistance in completing the following specific objectives;

- Review with the input and assistance of the organizations technology staff the proposed Microsoft Office 365 architecture and provide recommendations
- Develop a plan that should provide for minimal disruption to business and educational activities including a timeline for the project, identifying and recommending, and for the most part completing the tasks needed to implement and direct the project strategy
- Install and configure the on premise services necessary for a functional Office 365 environment to provide an new messaging platform for the organization to include;
  - Basic configuration of the Microsoft Office 365 management portal
  - Initial user and group configuration of Office 365 accounts
  - Microsoft DirSync services
  - Microsoft Federation Services
  - Additional PowerShell scripting for synchronization as deemed necessary by Encore(Optional)
  - User Email Migration
- Provide mentoring for the organizations IT staff on the proper use and function of the applications and toolsets used
- Upon completion of project and/or as project dictates, provide sufficient documentation for purposes of knowledge transfer

- Cleveland Public Library will be hosting:
  - AD Domain Controller
  - ADFS Server
  - DirSync Server

Components of this project may be completed remotely and do not require Encore's consultant to be on site. Pricing and the scope of the project are defined with this process in mind therefore does not represent on-site time only. VPN or other approved remote access will be required for this project and must be made available from the organization.

## **Encore's Project Methodology**

Encore has more than 20 years of industry experience and we recognize and appreciate the value of adhering to proven methodologies to accomplish complex network systems integration projects. Consequently, Encore has developed a structured approach to performing each project which involves several phases. Each phase is designed to ensure the success of the project and minimize risk and unnecessary disruption to the user community.

By using this roadmap which has been developed through years of experience your organizations is assured of the smoothest most cost effective plan for ensuring a successful project. The first phase of any engagement is the Discovery Phase and is a vital first step in the process. During this project Encore's consultant will perform the following;

### **Discovery Phase**

#### **Project Kick-off Meeting**

- Discussion of overall business drivers for project
- Overall summary of the project agenda, guidelines, tasks, time-lines, etc.
- Discussion of everyone's roles and responsibilities
- Discussion of the tasks and required information needed for each planning session
- Compile the data from the Microsoft Office 365 Readiness tool and complete the questionnaire
- Discussion of deliverables that the organization will receive at the end of the engagement
- Creation of detailed task list and prioritization report

#### **Initial Discovery**

Prior to the start of the project the organization will run the Office 365 Readiness Tool and questionnaire. Once this information has been compiled, Encore will arrange for a telephone conference with the organization and discuss the steps needed to remediate the existing Active Directory environment, if required. Any major remediation tasks which may need to be performed on the current AD or DNS environment must be completed before the project can begin and are not included in the scope of this project.

- Meet with Client personnel to discuss design and pre-implementation tasks that may be required
- Review with the organization the Office 365 service descriptions to ensure solution alignment

- Review with the organization the summary and findings of the Microsoft Office 365 Assessment tool and discuss specifically the following;
  - Physical infrastructure
  - Existing Active Directory environment
  - Current messaging system environment
  - Identify email coexistence strategy
  - Identify additional hardware requirements
  - End User readiness state of PC's and desktop
- Develop a deployment Project Plan
- Identify the pilot project
- Develop a detailed migration strategy and migration groups
- Develop a user identity and account provisioning plan
- Determine application integration and support
- Plan and coordinate IT department training and support
- Develop mobile device plan
- Coordinate with the organization the necessary process and contacts for converting the MX record and domain name if needed
- Verify and confirm implementation schedule including down time and required building access as well as organization staff participation
- Ensure all hardware and software not included by Encore Technology is available and meets specifications
- Document the organization personnel who will be available for the demonstration, training, and knowledge transfer portions of the project and confirm the necessary scheduling as required

### **Microsoft Office 365 Implementation Phase**

Once the planning, discovery, and design have been completed Encore will configure basic Microsoft Office 365 environment including the management portal and the services needed to synchronize the organizations on premise Active Directory systems to the cloud and prepare for migration of messaging services. Encore's consultant will perform the following tasks as a part of this project;

#### **Office 365 Basic Administration Services**

- Assist in Office 365 administration account setup and configuration
- Assist in Office 365 user account creation and configuration
- Assist in Microsoft Active Directory changes and updates that may need to be performed pertaining to Office 365
- Assist in configuring administrative and security roles

NOTE: Advanced configuration of the Microsoft FOPE system and Transport rules are not included in the scope of this project

## Microsoft Synchronization Services

### Overview

Once the organization has accounts provisioned to a local Active Directory domain Encore Technology will optionally synchronize these accounts to a Microsoft Office 365 cloud service. It should be noted that accounts and relevant account attributes will be taken from the local AD domain, then synchronized to the cloud AD system. Following this process ensures the integrity of the authoritative source and minimizes potential data corruption.

In order to provide a “rich coexistence” and/or single sign-on system to the Microsoft Office 365 accounts, Federation Services must be installed and configured. When you set up single sign-on, you can eliminate the need to manage passwords specifically for Office 365. In addition to benefitting users, single sign-on can benefit administrators in the following ways:

- Policy control: Administrators can control account policies through Active Directory, which lets administrators, manage password policies, workstation restrictions, and lock-out controls without needing to perform additional tasks in the cloud.
- Access control: Administrators can restrict access to Office 365 so that users can access it through the corporate environment, through online servers, or through both methods.
- Reduced support calls: Users often call for support because they have forgotten their passwords. If users have fewer passwords to remember, they are less likely to forget them.
- Improved security: Servers and services used in single sign-on are mastered and controlled on-premises, which can improve protection of user identities and information.
- Cross-trust federation: Using Active Directory Federation Services, you can establish trusts with other organizations, Active Directory Federation Services, or other services using WS-\*, SAML1.1, or SAML2.0 services.
- Two factor authentication: You can use two-factor authentication systems that protect local resources to better protect access to Office 365 services.

Encore will assist the organization in configuring these services as a part of this initial Microsoft Office 365 installation. Basic tasks that are a part of the Microsoft Synchronization Services include;

- Configure mobile access

NOTE: “rich coexistence” functionally will be completely enabled during this project but actual synchronization to local organization services such as Exchange, SharePoint, or Lync is not included in this scope.

### Post Deployment Services

- Provide updated documentation and expert to expert knowledge transfer on the Office 365 system and related services
- Provide limited phone and remote support assistance for staff for a period of 10 working days

NOTE: Encore can provide on-going support and delegated administrative assistance with the purchase of a service contract or managed service contract.

## End User Services

Once all of the core systems and services are installed the organization will complete the desktop/laptop portion of the Office 365 project. This phase is to be completed by the organization and is not included in the price of this project. If assistance is desired Encore Technology is able to help at optional cost. Steps listed here are for reference purposes only.

- Install and configure Office 365 desktop services integration application on all pc's that will access the system
- Configure end user portal services and Office integration

## Additional Requirements

The following are the additional requirements for end user computing devices

Operating system and server requirements

- Windows 7
- Windows 8
- Windows RT
- Mac OS X 10.5 (Leopard), 10.6 (Snow Leopard), 10.7 (Lion)
- Windows Server 2008
- The following are supported with support ending as noted
  - Windows Server 2003 April 1, 2014
  - Windows XP on April 1, 2014 (currently requires SP3)
  - Windows Vista on April 1, 2014 (currently requires SP2)

Office client requirements

- Office 2010 SP1
- Office 2007 SP2
- Office 2013
- Office 2011 for Mac and Outlook 2011 for Mac
- Outlook 2003 via POP and IMAP only
- .NET 2.0 or later
- Lync 2010 or later
- The following are supported with support ending as noted
- Office 2008 for Mac (No longer Supported)
- Entourage 2008 Web Services Edition (no longer supported)
- Outlook 2003 on April 8, 2014

Browser requirements—Administration Center and My Company Portal

- Internet Explorer 8 or above
- Latest Firefox "Release" version
- Safari 5 or above
- Latest Chrome "Stable" version
- The following are not supported
  - Internet Explorer 7
  - Safari 4

Note: Outlook Web App also has a light version that supports a reduced set of features across almost any browser

**User Email Migration**

Once the main project is complete the organization may choose to perform email migrations for some or all of its users. This process will include both a migration tool (either free of paid version) and the services labor to migrate accounts from an “approved” existing email system to the new Office 365 Exchange system. If the organization desires Encore Technology to complete this task the following will be the scope of this project.

**This Scope of Work does not include:**

- Migrating end user E-Mail data; However a price can be provided for:
  - Option 1 - Migrating all data from Cleveland Public Library's current E-Mail solution “Zimbra”
  - Option 2 – Client to provide individual PST files and Encore will automate the upload into the relevant Office 365
- Installing Microsoft Outlook on the end users client

**PROJECT DELIVERABLES (Revised from 1/27 Proposal)**

Encore will provide Cleveland Public Library with an operational solution as defined in this proposal as well as the following:

- Encore will stand up an on premise Microsoft SMTP Relay Solution utilizing a Windows 2008 R2 or 2012 R2 Server
- The SMTP Relay Solution could utilize the same IP Address as the existing Zimbra Server (post migration) so that users would not have to reconfigure their existing SMTP Relay IP Addresses
- Encore will update any relevant DNS changes in relation to the SMPT relay
- Client will provide hardware and Microsoft licensing

Document	Owner
<b>Project Delivery and Acceptance Documentation</b>	<b>Encore Consultant</b>

**OUT OF SCOPE**

The following does not fall within the scope of this proposal unless specifically stated otherwise. Encore may, however, provide guidance to organization personnel in managing these processes or provide these as discrete services at additional cost.

- Active Directory configuration services other than those specified in the scope of services and related to the implementation of Office 365
- Data backup, or desktop migration for users or applications
- Local licenses (unless stated)
- Desktop application or services installation
  - Including installing Mail client



- Infrastructure configurations or required changes other than those specified
- Any reconfiguration of clients will be done by the client, but guided by Encore
- Reconfiguration of local E-Mail archiving solutions
- Reconfiguration of local E-Mail filtering solutions
- Reconfiguration of Firewall

## CUSTOMER RESPONSIBILITIES

For the contract to be successful, Client commits to the following general obligations:

- Client understands that Encore relies on immediate clarification and resolution regarding the integrity of data/information supplied to Encore. Client will supply Encore with escalation contacts in the event of a need for a managerial decision to be made by the organization.
- Client will provide, at no cost to Encore, Encore engineer access to adequate working space, facilities, and office services at the required sites. Client will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges. All necessary network passwords will be provided to Encore technical resources.
- Client will manage the demands of other organizational endeavors at the implementation site(s) and will notify Encore promptly of any changes related to the existing network or operations that would materially affect Encore's performance.
- Client will be responsible for coordinating and approving any required downtime with the Client's personnel where required.
- Client will be responsible for entering into the standard commercial licensing agreements required of Encore or its third parties (e.g. Microsoft) for ownership or use of proposed solutions or services. Such licensing will be provided to Client for review in advance on request.
- Client will be responsible for any third-party issues that are outside of Encore's control which include but are not limited to: Internet Service Provider Circuits (T1, DS3, MPLS, Fiber, etc...) or Circuit Configurations (QOS, Timing, etc.), Electrical Power, Transportation, etc...
- Client will be responsible for arranging the Office 365 licenses; however Encore will provide support during this process
- Client will be responsible in making changes to the local Outlook configuration, however Encore Technology will support the change provide a guide
- Client will be responsible for supplying all network cables

## ENCORE OBLIGATIONS

- Encore agrees that all data, infrastructure documentation and internal systems policies and initiatives belonging to Client are the confidential and proprietary information of the Client organization. Encore agrees that the information shared by Client will be held in strict confidence in accordance with Encore's privacy policy's furnished on request and will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the purposes described in this proposal.
- Encore agrees to comply with Client building and property security policies, including dress codes as necessary.
- Encore agrees to provide all services and documentation as stated and will provide this documentation to Client in a reasonable and timely manner.

## ASSUMPTIONS

- Client is responsible for all data backups unless otherwise noted
- Client will provide remote access to network as it relates to this project
- Client will provide Encore access to all relevant devices, software, facilities and security measures for successful completion of the project.
- Client will be responsible for any third party delays not caused by Encore. Delays may require additional fees and/or Change Orders.
- Client will provide all necessary network cabling, cabling tie-wraps, etc not defined in the Bill of Material
- Provide onsite resource to facilitate all information and communication per project requirements
- Provide availability for downtime, if required
- Any work requested that is not documented in this SOW may require a written Change Order with associated labor fees and/or product costs (Appendix B)
- Encore primary point of contact will be the assigned project manager
- All projects will be required to obtain a signed Project Signoff to indicate project completion (Appendix A)

## FINANCIAL INVESTMENT

This project is being sold on a fixed cost basis and includes both on-site, and off-site planning, testing, and deployment time. Components of this project may be performed off-site. Prices do not include hardware, software, or licensing that may be required unless specifically stated in this cost schedule.

If a change in scope develops, an immediate review will be conducted between Cleveland Public Library and Encore to determine further action.

<b>Fixed Fee</b>			
<b>Description of Service/Product</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Extended</b>
<b>Professional Services Costs</b>			
<b>Microsoft Office 365 Installation and Configuration</b>			<b>\$14,750.00</b>
<b>Engineering Block of Time – TSA *</b> <b>*Must be used within 12 months of signing the contract</b>			<b>\$1,000.00</b>
<b>Migration of Zimbra Email data ( labor) – Based on 2652 Users</b>			<b>\$1,000.00</b>
<b>Microsoft Licensing ( Purchased through Encore)</b>			
<b>79P-03774 - Microsoft Office Professional Plus - license &amp; software assurance (\$22.60 x 550 (number of pc's))</b> <b>No Encore Installation is included – Client will be responsible for install</b>			<b>\$12,430.00</b> <b>per year</b>
<b>M6K-00001 - Microsoft Office 365 (Plan A2) - subscription license (\$0.00 x 2789 (number of users))</b>			<b>\$0.00</b> <b>per year</b>
<b>5WS-00001 - Microsoft Exchange Online Archiving for Exchange Online A - Subscription license (\$12.00 x 137 (number of users) )</b>			<b>\$1,644.00</b> <b>Per year</b>
<b>Microsoft School Enrollment requires that a physical agreement be signed and sent back to Encore</b>			

## ACCEPTANCE

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_

See Terms and Conditions at: <http://www.encoretg.com/content/terms-and-conditions>

## APPENDIX A – PROJECT SIGNOFF

### Project Information

<b>Client Name</b>			
<b>Address</b>			
<b>City/ST/ZIP</b>			
<b>Phone</b>		<b>Email</b>	
<b>Project Name</b>		<b>Project #</b>	
<b>Sales Rep</b>		<b>P.O. Number(s)</b>	
<b>Lead Engineer</b>		<b>Project Manager</b>	

### Project Signoff

By signing below, you agree that all work has been completed as documented in the Scope of Work section of this Statement of Work (Page 7). Final project billing will be submitted for invoicing and payment as documented in the Encore Terms and Conditions

See Terms and Conditions at: <http://www.encoretg.com/content/terms-and-conditions>

<b>Cleveland Public Library</b>	<b>Encore Technology Group</b>
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

## APPENDIX B – CHANGE ORDER

In the event, there is a requirement not addressed in the Statement of Work, a Change Order will be created with any needed products and/or services. The assigned Project Manager will create the change order and work with Encore Sales to determine a price. Once completed, the Project Manager will provide a completed Change Order Form to the Client and a quote if needed. Once the Client has signed off on the Change Order, product will be ordered (if applicable) and services will be scheduled. Change Orders will be billed outside of the project once work is completed.



# CHANGE ORDER

<b>Order #</b>	
<b>Customer:</b>	

<b>TO:</b>				
		E-Mail		Fax
		JOB NAME		
		JOB LOCATION		

**We hereby agree to make change(s) as described herein:**

**NOTE:** THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT

<b>WE AGREE TO MAKE THE CHANGE(S) SPECIFIED AT THIS PRICE</b>	—————▶	\$	-
DATE			
AUTHORIZED ENCORE REPRESENTATIVE SIGNATURE			

**ACCEPTED** - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise specified.

**DATE OF ACCEPTANCE** \_\_\_\_\_

**AUTHORIZED CUSTOMER SIGNATURE** \_\_\_\_\_

## APPENDIX C – OFFICE 365 TRIAL FOR TRAINING GROUP

Encore has created a 30 day Office 365 trial for Cleveland Public Library (CPL). CPL has specified that they will use this trial for in house training. Per CPL's request their domain will not be used for this trial. A total of 5 CPL users (option for up to 25) will be included in this trial.

If CPL proceeds with the proposed 365 project with Encore, the cost of this 30 day trail is included. If for any reason CPL does not proceed with the Office 365 deployment through Encore, an administrative fee of \$500 will be charged.

# STATEMENT OF WORK

<b>Project Name:</b>	Exchange Online Assessment, Planning, Design and Migration Workshop Pilot and Implementation Services	<b>Seller Representative:</b> Denise Adkins-Kokai 847.371.7001 Deniadk@cdw.com
<b>Customer Name:</b>	Cleveland Public Library	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Effective Date:</b>	January 28, 2014	<b>Solution Architect:</b> Alan Sacco \ Andrew Hunkins
<b>Version:</b>	1.1	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this January 28, 2014 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Cleveland Public Library (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

During the engagement Seller will utilize Seller’s experience with Microsoft Exchange Online to make recommendations on how to best utilize the technology to meet Customer’s objectives. In addition, Seller will leverage the knowledge gained through previous deployments to avoid potential issues.

This engagement will:

- Develop a clear vision of the high-level solution goals and constraints.
- Unify the project team behind a common vision.
- Identify business and technical requirements for the Exchange Online Implementation.
- Determine the appropriate end-state Exchange Online Implementation.
- Implement and pilot the solution in the production environment
- Deploy the solution to the remainder of the organization and decommission the legacy system
- Provide one or more detailed documents created specifically for Customer.

### APPROACH

Seller will utilize a phased approach to achieving the goals outlined above. For the purpose of this SOW, the following phases will be utilized to achieve the objective stated above.

Figure 1 – Exchange Online Phases



### PROJECT KICK-OFF MEETING

Prior to the kick-off, Seller will provide Customer with a Pre-Engagement Questionnaire. This document will be used to establish a working understanding of Customer’s current environment. Areas of focus include:

- Directory Services Infrastructure



- Network Topology
- Overview of current environment
- User population and distribution
- Administrative practices and procedures (including change control)

If this documentation currently exists and Customer is willing to provide it to the Seller, this can be submitted instead of the questionnaire.

Seller will begin with a project kick-off meeting with Customer's core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the project schedule
- Knowledge transfer and review of Customer's company and vision
- Review of this Statement of Work
- Review of Pre-Engagement Questionnaire or equivalent and clarification of questions
- Review of design workshop goals
- Requirements definition

## **ASSESSMENT**

In order to design a solution which meets Customer's needs and preserve the essential functionality of the current solution, it is necessary to gain a thorough understanding of the current Zimbra environment.

- Current State Inventory and Profile
  - Zimbra platform and geographic distribution
  - Client or end-point platform and geographic distribution
  - Zimbra applications and/or features
  - External or third party applications which depend on the Zimbra
- Identify Business and Technical Requirements for the new solution
  - Dependencies on functionality unique to Zimbra
  - Desired functionality absent from the current Zimbra
  - Coexistence and Migration requirements
  - Validate existing Service Level Agreements
  - Identify Potential sources of capital and operational savings

## **PLANNING AND DESIGN WORKSHOPS**

Seller will work with the appropriate project team members and stakeholders from Customer's company in a series of formal and informal workshops and discussions regarding the current and end-state design of Customer's infrastructure. Active participation and presence from key members of Customer's staff is imperative during this time to ensure requirements are clearly defined and validated and that the design is based upon those requirements. Seller will leverage industry leading practices and Seller's extensive experience to develop a comprehensive, scalable, robust, and secure end state design.

### **PLANNING WORKSHOP**

The Planning Workshop is a series of interactive meetings with key members of Customer's organization including business and technical stakeholders as well as the project team. These discussions will focus on identification of business and technical requirements and assumptions. Seller will also provide a mapping of how those requirements can be met with Exchange Online. Any requirements which cannot be met will also be called out. At the conclusion of this workshop the project team will have a clear understanding of how Exchange Online will be able to assist in meeting Customer's business objectives.

- Current Environment review

- Active Directory
- Messaging Environment
- Network
- Requirements Gathering and validation
  - Business requirements
  - Technical requirements
- Map requirements to Office 365 Service Descriptions
  - Microsoft Exchange Online for Enterprises Service Description
  - Office 365 Mobility Solutions Service Description
  - Office 365 Identity Service Description
  - Office 365 Support for Apple Mac and iOS Devices
  - Office 365 Security and Service Continuity Service Description
  - Office 365 for Enterprises Support Service Description
- Identify requirements not met by Exchange Online and recommend potential alternatives
- Licensing Requirements
  - Microsoft Licensing Requirements
  - Third- party Software Requirements
- Hardware Requirements
  - Architecture Diagram
  - Server Counts
  - Server Platform
  - Storage
  - Network
- High level task list
  - Task effort estimates
  - Dependencies

## DESIGN WORKSHOP

Based on the requirements identified in the Planning workshop, Seller will work with the project team to determine the end state Exchange design.

- Deployment Options
  - Hybrid vs. Exchange Online
  - Administrative Model and Delegation
- Directory Integration and Authentication
  - Active Directory and Namespace Integration
  - Supported authentication methods
  - Active Directory Federation Services
  - External client support
  - Public Key Infrastructure
  - Directory Synchronization
  - Load Balancing
  - Firewall requirements
  - Server Requirements
- Client Access Design
  - Name Space Design
  - Service Discovery
  - Mobile Devices Support
  - Legacy client protocols

- Mobile Device Management
- Server Requirements
- Transport Design
  - Name Space design
  - Routing
  - Address Policies
  - Message Hygiene
  - Transport Rules, Disclaimers and Signatures
  - Message Journaling
  - Transport Federation
  - Encryption
  - Server Requirements
- Zimbra Migration
  - Migration Approach
  - Network Integration
  - Directory (Dialplan) Integration
  - Transport (Routing) Integration
  - Data Migration Strategy
  - Applications and Services Migration Strategy
  - Tools Selection
  - Test Strategy
  - Server Requirements
- Hardware Requirements consolidation and review
  - Role colocation
  - Virtualization
  - Network, Ports, Addresses & Bandwidth
- Licensing Requirements
  - Microsoft Licensing Requirements
  - Third- party Software Requirements
- Gap analysis

## BUILD & PILOT

Seller will assist with the implementation and configuration of the Exchange Online transition infrastructure as specified in the workshops. Any testing requirements identified during the design or planning phases will be conducted at this time, prior to the production implementation.

A typical Exchange online deployment will consist of:

- Two servers running the Active Directory Federation Service (ADFS) to support Single Sign-on
- Two servers running the ADFS Proxy service located in a perimeter network to Authenticate external clients
- One server running the Office 365 Directory Sync Service to support integration with Active Directory
- One Exchange 2010 Standard Server to support coexistence between on premises Exchange and Exchange Online

The servers described above may be implemented on dedicated Virtual Machines, Physical hardware, or collocated with existing servers depending on the results of the design workshop. If the outcome of the design stipulates a different number of servers than that stated above, then the hours associated with this component will need to be updated via a project change request. The hardware requirements of the servers covered in this phase can be found in Exhibit A.

Seller will implement the Exchange configurations required for coexistence and interoperability for all devices and systems deployed during this phase based on the previously established design. Seller will provide guidance and recommendations for

configuration changes to the existing environment to enable coexistence, but the implementation of these configuration changes will be the responsibility of Customer.

A pilot group not to exceed 50 users will be transitioned to the new environment. This pilot period will be used to refine and validate the transition process and gather feedback on the impact to end users.

Applications which depend on the legacy systems will not be migrated during the pilot.

Seller has the right to amend the deployment estimates based on the results of the pilot.

## **TRANSCEND INSTALLATION AND CONFIGURATION**

Seller will assist Customer with the installation and configuration of the Transcend software used for the migration of email, calendars, contacts, etc. from Zimbra to Exchange Online. Seller can purchase the software for Customer at a price of \$6.60 per user or an aggregate price of \$19,661.40 (for 2,979 users), however, the cost of this software is not included in this Statement of Work. Customer may also purchase software directly from Transcend if Customer so desires.

## **DEPLOYMENT**

Seller will assist Customer with the migration of all existing resources (2,878 users) to the new Exchange infrastructure following the migration processes defined during the course of this project.

Deployment activities consist of

- Define collections of mailboxes to be migrated and associated timelines
- Migration of mailbox data to Exchange Online
- Directory and routing updates in the source system
- Level 2 support of client configuration processes and scenarios
  - Outlook
  - Mobile device
  - Delegation
  - Share mailboxes
  - Resource setup and scheduling
  - Distribution list management
- Updates to applications which have dependencies on the location of a user's mailboxes

Over the course of the deployment, application dependences on the legacy system will be identified. Seller will provide guidance and recommendations for the reconfiguration of these systems. Migration, reconfiguration and testing of these applications are not the responsibility of the Seller.

At the conclusion of the deployment, the legacy system will remain in place to provide the necessary infrastructure for those application dependencies which have not been transitioned to the Exchange 2013 infrastructure. In some instances it may also be necessary for legacy client applications to remain installed to provide user access to the legacy system.

## **CLOSURE**

A closure meeting will be held with Seller at the conclusion of the project to verify that all of Customer's business and technical requirements have been satisfied. Formal transfer of documentation items to be provided, listed in "Items Provided to Customer", will also occur at this meeting.

## **PROJECT MANAGEMENT**

Seller will assign a project management resource to perform the following activities during the project:

- **Kick Off Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.
- **Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.

## PROJECT ASSUMPTIONS

1. The internal/corporate network utilizes a single, continuous, fully routable private address space. Internal clients have direct access to internal servers. Internal systems are not directly accessible from public networks. External clients must establish connections to secure intermediary device which will proxy or route connections to internal resources on the clients' behalf (VPN, Terminal Server, reverse proxy, etc.).
2. The configuration and management of all systems which will be involved in the deployment are under the control of Customer's organization, either directly or through a third party. The Seller may request configuration changes to these devices and Customer will implement these changes pending established change control procedures.
3. All hardware and software that will be implemented as part of this project or that will be configured during the course of this project is covered under a vendor approved support contract.
4. The Exchange Organization is in Native Mode
5. There are no Exchange Servers version 2000 or earlier
6. All Exchange 2003 Servers are running Service Pack 2 or later
7. All Exchange 2007 Servers are running Service Pack 2 or later
8. Zimbra is implemented on the x86 processor architecture
9. ADFS will leverage WID for storage of ADFS-related data.
10. ADFS Proxies will leverage IIS.
11. All users who to be synchronized with Active Directory Federation Services will have an account in the Cleveland Public Library Active Directory.
12. The cost of migration software necessary to migrate Zimbra mailboxes to Exchange Online is not included in this Statement of Work and is Customer's responsibility.
13. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft, and has no objections in relation thereto.

## CUSTOMER RESPONSIBILITIES

1. There are at least two Active Directory Global Catalog servers, located in the site where the system will be installed, running Windows Server 2003 SP1 or later. These servers currently average less than 50% processor utilization during peak times. The domain and forest functional levels are at least Windows Server 2003 native.
2. All servers (physical or virtual) and network devices to be utilized in the deployment will be procured, assembled, installed and configured with the base operating system and network configuration prior to Seller consultants beginning work on those systems.
3. All software media and corresponding licenses and/or product keys will be provided Seller consultants prior to implementation.
4. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by Customer's staff under the supervision of the Seller consultant(s).
5. If the deployment of the solution drives configuration changes and/or upgrades other systems in environment, including but not limited to backup software, anti-spam/antivirus, security/firewall, and/or other gateway products, these changes and the associated costs are not the responsibility of Seller.
6. Seller consultants will provide guidance on client configuration, but will not be responsible for the installation of software or configuration of client devices.

## OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Formal Training
2. Process and/or Build Documentation
3. Migration of applications from the legacy system
4. ADFS Integration with SQL
5. ADFS Integration with UAG
6. ADFS Integration with any system other than the Microsoft Federation Gateway
7. Unified Messaging

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Assessment	Document that details the current messaging environment.	PDF
Exchange Online Planning and Design	Document that defines the business and technical requirements and how the new solution will meet these requirements. It will also provide a detailed list of the resources that will be required to implement and migrate to the new solution.	PDF with architecture diagram

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$70,820.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 466 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$185.00	147	\$ 27,195.00
Associate Engineer – Per Hour	\$125.00	244	\$ 30,500.00
Project Manager – Per Hour	\$175.00	75	13,125.00
<b>Estimated Totals</b>		<b>466</b>	<b>\$ 70,820.00</b>

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“**Customer Components**”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.

4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.



# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears, and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Except as otherwise agreed by the Parties, Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

## CDW Government LLC

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:  
Wayne Hess

## Cleveland Public Library

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

### Mailing Address:

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

### Billing Contact:

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

120813 Standard

# EXHIBIT A.

## SOFTWARE LICENSING FEES

Item Description	No. of Licenses	License Description	Annual Cost per License	Total
Migration Wiz	2,928	M. Wiz Premium	10.99*	32,178.72*
Cleveland Public Library Office 365	951	Office 365 A2 users	0.00	0.00
CLEVENET Office 365	1,843	Office 365 A2 users	0.00	0.00
Cleveland Public Library Office 365	18	Office 365 A3 users	54.00	972.00
CLEVENET Office 365	116	Office 365 A3 users	54.00	6,264.00
<b>Total</b>				<b>39,414.72</b>

\* Migration Wiz is a one-time cost unless Customer purchases a maintenance agreement. Seller will attempt to purchase Software at a discounted price if possible on Customer's behalf.

## Training Options

Seller partners with NetCom Learning to provide end user training for Office 365 products including Exchange Online. A "Train the Trainer" approach could limit the amount of training expenses and provide for in-house training.

## Office 365 Plans and Pricing

<http://office.microsoft.com/en-us/academic/compare-office-365-education-plans-FX103045755.aspx>

## EXHIBIT B.

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
325 Superior Avenue Cleveland, Ohio 44114	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

## Engagement Agreement

Cleveland Public Library

### **Project: Cleveland Public Library Zimbra to Hosted Exchange Migration**

Cleveland Public Library would like to migrate their existing on premise Zimbra environment (approximately 2,930 mailboxes and 150 mobile devices) across 30 locations to MS Hosted Exchange 2013 (Exchange Online). This migration will include all active Zimbra mailboxes, shared mailboxes, and distribution groups/resources to the MS hosted servers. Additionally, 134 of the users will require the setup of MS Hosted Exchange archiving (add-on purchase for Exchange Online). MCPc will provide technical resources to plan and implement a staged migration to MS hosted Exchange. Since there is not direct migration from Zimbra to Exchange Online, a third-party migration tool will be required. MCPc recommends Transend's Migrator [http://www.transend.com/products\\_transend\\_migrator.asp](http://www.transend.com/products_transend_migrator.asp). This software will need to be purchased separately and is not included in this quote for professional services. The project has been separated into the following phases:

### **Phase 1: Office 365 Setup, Zimbra Analysis, MS DirSync Configuration and Pilot Migration:**

Tasks:

1. Analyze existing Zimbra environment health, mailboxes, distribution groups, mail enabled contacts, mailbox sizes.
2. Identify onsite server to host DirSync replication service to Office 365 (physical or virtual)
3. Verify Office 365 Account (for hosted Exchange) is setup and a local (@onmicrosoft.com) administrator is created.
4. Install and configure Directory Synchronization tool
5. Verify single sign-on
6. Verify email access to hosted Exchange (Outlook OWA, mobile)
7. Configure email domains on Hosted Exchange
  - a. cpl.org
  - b. barbertonlibrary.org
  - c. bellevue.lib.oh.us
  - d. birchard.lib.oh.us
  - e. bristol-libraryoh.org
  - f. burton.lib.oh.us
  - g. heightslibrary.org
  - h. clyde.lib.oh.us
  - i. ecpl.lib.oh.us
  - j. elyrialibrary.org
  - k. euclidlibrary.org
  - l. fairport.lib.oh.us
  - m. hudson.lib.oh.us
  - n. huronlibrary.org
  - o. kinsmanlibrary.org
  - p. kirtland.lib.oh.us
  - q. knowitnow.org
  - r. clelaw.lib.oh.us
  - s. madison-library.info
  - t. mccl.info
  - u. milan-berlin.lib.oh.us
  - v. norwalk.lib.oh.us
  - w. orrville.lib.oh.us

- x. peninsulalibrary.org
  - y. perry.lib.oh.us
  - z. ritter.lib.oh.us
  - aa. sanduskylibrary.org
  - bb. shakerlibrary.org
  - cc. wickliffe.lib.oh.us
  - dd. welibrary.info
8. Verify user connectivity to Office 365 using OWA, Outlook client and mobile devices.
  9. Setup and test Transend utility migration workstations (on PCs provided by Cleveland Public Library – MCPc recommends 3 – 4 migration workstations to allow for simultaneous mailbox migrations). Verify that all email, calendar and contact data successfully migrates using test mailboxes on Zimbra.
  10. Identify mailboxes for pilot migration (up to 25 mailboxes)
  11. Start pilot migration using Transend workstations. Baseline throughput to MS hosted servers.
  12. Identify and remediate any failed migrations
  13. Room resource, distribution group and external contact setup.
  14. Configure mail polices and use PowerShell to configure delegation access to mailboxes as needed.
  15. Configure archiving for identified mailboxes.
  16. Identify all email enabled applications at all locations (discovery done by Cleveland Public Library IT). Examples include Xerox MFD's, Sirsi Symphony (library automation system), Munis etc.
  17. Configure SMTP relay server and create SMTP virtual directories for each identified email enabled application.
  18. Identify all required "friendly URL's" for Outlook Web Access (OWA). By default Hosted Exchange will have a single OWA URL. DNS can be setup to redirect individual location "friendly" URL's to the main URL.
  19. Work with local customer IT resources to create required friendly URL DNS entries and test redirection to hosted OWA site.
  20. Prepare instructions for migrating inactive mailboxes as shard mailboxes on hosted Exchange (no hosted Exchange license required).
  21. Prepare customized OWA End User Guide.
  22. Prepare instructions for migrating active mailboxes.
  23. Prepare instruction for configuring mobile devices (iOS and Android).
  24. Prepare instructions for setting up email archiving (for select users).
  25. Prepare end-user notification verbiage that Cleveland Public Library can use in their communications.
  26. Verify all pilot users have successfully migrated.
  27. PM/Admin tasks and Office 365 hosted Exchange Admin training for Cleveland Public Library IT staff.

***Phase 1 Cost:***  
***120 Hours \$16,560.00***

**Phase 2: Remaining Mailbox Migrations and Production Cutover**

During this phase, all users will continue to use Zimbra for production email. MCPc resources will use the Transend migration workstations to migrate mailboxes to the hosted Exchange server (users will NOT access the hosted Exchange server at this time). MS throttles migration bandwidth to approximately 2GB per hour. Based on a total mailbox size of 400 GB, it is estimated that it will take approximately 25 days to migrate all mailboxes. Although the initial Zimbra migrations using Transend will not affect the production environment since users will continue to use Zimbra while the first pass of migrations are performed in the background (during business hours), mailboxes will be migrated in groups based on location. The breakdown is as follows:

<b>CLEVNET Member Library</b>	<b>E-mail FQDN</b>	<b>#Users</b>
Cleveland Public Library	cpl.org	959
Barberton Public Library	barbertonlibrary.org	39

Bellevue Public Library	bellevue.lib.oh.us	14
Birchard Public Library	birchard.lib.oh.us	60
Bristol Public Library	bristol-libraryoh.org	8
Burton Public Library	burton.lib.oh.us	20
Cleveland Heights-University Heights Public Library	heightslibrary.org	195
Clyde Public Library	clyde.lib.oh.us	4
East Cleveland Public Library	ecpl.lib.oh.us	55
Elyria Public Library	elyrialibrary.org	121
Euclid Public Library	euclidlibrary.org	107
Fairport Harbor Public Library	fairport.lib.oh.us	20
Hudson Library & Historical Society	hudson.lib.oh.us	228
Huron Public Library	huronlibrary.org	28
Kinsman Free Public Library	kinsmanlibrary.org	17
Kirtland Public Library	kirtland.lib.oh.us	11
Know It Now	knowitnow.org	6
Law Library	clelaw.lib.oh.us	11
Madison Public Library	madison-library.info	75
Medina County District Library	mc dl.info	219
Milan - Berlin Township Public Library	milan-berlin.lib.oh.us	21
Norwalk Public Library	norwalk.lib.oh.us	24
Orrville Public Library	orrville.lib.oh.us	57
Peninsula Library	peninsulalibrary.org	13
Perry Public Library	perry.lib.oh.us	20
Ritter Public Library	ritter.lib.oh.us	45
Sandusky Library	sanduskylibrary.org	83
Shaker Heights Public Library	shakerlibrary.org	196
Wickliffe Public Library	wickliffe.lib.oh.us	34
Willoughby - Eastlake Public Library	welibrary.info	130
<b>TOTAL:</b>		<b>2820</b>

Once all mailboxes have been migrated, the Cleveland Public Library will schedule a weekend cutover where email will be offline. During this time a final Transend pass will be done on all mailboxes (to sync the delta changes since the initial migration to hosted Exchange) and the MX records for each email domain will be changed to point to the hosted Exchange server. At this point Exchange email will be “live” with all users accessing the hosted Exchange using Outlook Web Access (OWA) or their mobile devices. NOTE: all mobile devices will need to have their accounts removed and re-added to access the new mailbox.

Tasks:

1. Remotely access the Transend migration workstations and migrate the remaining 2,900 mailboxes (400GB total data) from Zimbra to hosted Exchange (estimated to take 25 days with 4 hours of work each day migrating and monitoring progress).
2. Verify that all mailboxes have been migrated.
3. Schedule a weekend for the cutover and send out end-user notifications.
4. Send out user instructions for removing and re-adding email accounts on mobile devices.
5. Run a final Transend pass on all mailboxes (after hours/weekend task).

6. Change DNS time to live setting on MX record to shorter interval (3600 seconds – recommended by MS).
7. Change MX record to point to hosted Exchange.

**Phase 2 Cost:**

**100 Hours (Reg Rate for Tasks 1-4) \$13,800.00**

**10 Hours (OT Rate for Tasks 5-7) \$2,070.00**

**Phase 3: Post Migration Support**

1. Provide onsite post-migration support for the Monday following the cutover (at Cleveland Public Library main location – 959 users).
2. Create SMTP connectors for any email enabled app that was not reported in Phase 1, but is identified after the cutover.
3. Provide as-needed remote support on a T&M basis after the onsite Monday support at \$115/hr. (reg. business hours)

**Phase 3 Cost:**

**20 Hours \$2,760.00 \***

*\*plus any additional T&M support requested after the initial 20 hours for post-migration support immediately following the weekend cutover.*

**Project Summary**

Phase	Est. Hours	Est. Cost
Phase 1: Office 365 Setup, Zimbra Analysis, MS DirSync Configuration and Pilot Migration:	120	\$16,560.00
Phase 2: Remaining Mailbox Migrations and Production Cutover	100 (Reg Rate) 10 (OT Rate)	\$13,800.00 \$2070.00
Phase 3: Post Migration Support	20	\$2,760.00
<b>PROJECT TOTAL:</b>	<b>250</b>	<b>\$35,190.00 *</b>

*\*Plus any requested post-migration T&M Support. All work billed on a T&M basis.*

**NOTES:**



1. All work billed on a T&M basis billed in 15 minute increments. Project not to exceed \$35,190.00 without written approval from the customer.
  2. MCPc invoices monthly. A monthly invoice for the prior month's work will be mailed to customer on the first week of each month. Terms are NET 30.
  3. All work will be performed remotely where possible.
  4. Except where noted, all work will be performed during regular business hours of 9AM – 5PM M-F. Any work performed outside of regular business hours will be billed at 1.5 the regular hourly rate and will be pre-approved by the customer.
  5. Customer will provide all necessary hardware, software, credentials and access to complete the required tasks.
  6. Transend and Hosted Exchange licenses will be purchased separately.
- All Transend Migration Workstation PCs will have their OS installed by the customer and be remotely accessible prior to the start of any MCPc tasks