RESOLUTION 2017-130 PASSED: NOVEMBER 13, 2017

AUTHORIZING THE CITY MANAGER TO AWARD A BID TO LIFTOFF, LLC, FOR AN OFFICE 365 SUBSCRIPTION AND PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED $51,000.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and

WHEREAS, the City of DeKalb currently maintains the Purchasing Manual, which relates to the Purchasing Policies in Section II of the Purchasing Policy; and

WHEREAS, the Purchasing Policy states: If any City purchase with a single vendor exceeds $20,000 for the current fiscal year, the purchase must be presented to Council for approval prior to the agreement being executed;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the City Council authorizes the City Manager to award a bid to purchase professional services and enter into an agreement, subject to changes acceptable to the Mayor, with LiftOff, LLC, (LiftOff) in an amount not to exceed $51,000, substantially in the form attached hereto.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the city of DeKalb, Illinois, at a regular meeting thereof held the 13th day of November, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

[Signed]
SUSANNA HERRMANN, City Clerk

[State of Illinois]

[Seal]

[Signed]
JERRY SMITH, Mayor
City of DeKalb, IL

MICROSOFT OFFICE 365 IMPLEMENTATION

PROPOSAL CONTENTS

Transmittal Letter

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October 23, 2017

Marc Thorson, Information Technology Director
City of DeKalb, IL
200 South Fourth Street
DeKalb, IL 60115

Subject: LiftOff’s Proposal for the City of DeKalb’s Microsoft Office 365 Implementation

Dear Marc,

LiftOff is pleased to present this proposal for the Office 365 migration project. We are the most qualified Microsoft partner to assist you with your transition to Office 365. Here’s why:

- Among Microsoft partners, **LiftOff has the most experience working with State and Local Governments (SLGs)** across the U.S. counting over 250 cities, counties, villages, boroughs, townships, District Attorneys and water authorities as active clients. We understand the unique requirements of your client type including compliance archiving, eDiscovery fulfillment, and Advanced Threat Protection.
- We’ve worked with many clients in the **State of Illinois**. These include the City of Palatine, the Village of Hoffman Estates, the Village of Elk Grove, and others.
- LiftOff is an authorized re-seller of Office 365 AOS-G licenses meaning we can get your environment provisioned in the **Microsoft Government Community Cloud**. Presently, we have licensed over 300 clients into the Government Community Cloud using this licensing method.
- LiftOff has extensive experience migrating on-premise Exchange to Exchange Online. We’ve migrated over 200 Exchange on-premise customers (we’ve also migrated hundreds of other customers from non-Exchange systems).
- We’ve utilized many different migration strategies to implement Office 365 from Exchange including **Hybrid Configurations** and paid, third-party tools.
- LiftOff has many clients in the general **size range** of City of DeKalb – City of Teton, WY = 250; City of Aspen, CO = 330 users; Halifax County, NC = 350 users; Town of Oro Valley, AZ = 355 users; and more.
- LiftOff is a small business that is 100% focused on helping organizations move to the Microsoft Cloud. We have **over 500 successful migrations to Office 365** and its predecessor, BPOS. We also have a vast library of project resources available to you – these include staff communications and training videos/one-pagers.
- With former Microsoft employees on the team, LiftOff has very **strong relationships** within Microsoft and SLG teams. Our staff hold the highest-level certifications for Microsoft Cloud partnerships which gives us access to escalated support when needed.

Please feel free to contact me with questions on our proposal. We look forward to beginning work with you and getting you quickly, seamlessly and successfully to the Microsoft cloud.

Sincerely,

Ron Braatz
President
rbraatz@liftoffonline.com
410.419.1591
1. LIFTOFF'S QUALIFICATIONS

_LiftOff_

Though we've worked in 42 States and a bit internationally, LiftOff LLC is a small business based near Annapolis, MD. Our core business is Office 365, and over the last seven years we have successfully deployed nearly 500 organizations to the Microsoft cloud. We have full-expertise in Office 365 and hold the highest certifications from Microsoft on cloud computing. Taking advantage of technology, most of the deployment work that we do is done virtually keeping costs very low for our clients.

Over the past seven years, LiftOff has migrated over 250 State and Local Governments to Office 365. Our clients have included counties, cities, towns, villages, boroughs, district attorneys' offices, and water districts. We even took one Lt. Governor's office to the cloud.

These transition projects have involved every legacy source system imaginable: Exchange, Google, Lotus, Groupwise, Mdaemon, and POP/IMAP. And we've utilized many different migration tools and strategies to help these clients transition to the cloud. These include Hybrid configurations, among other methods.

With our deep experience in GOV, we have developed a specialized understanding of your unique project type, requirements, and potential obstacles moving to the cloud. LiftOff can help navigate Office 365 licensing and budgeting options, compliance archiving/e-Discovery options, on-boarding/off-boarding best practices, and the Government Community Cloud.

A few years ago, in recognition of LiftOff's excellence and achievement in producing exceptional results for State and Local Government customers, LiftOff was awarded the U.S. State & Local Government "Rising Star" Partner of the Year Award from Microsoft.

We have the most experience working with State and Local Governments across the country including in the State of Iowa, where our clients include Hardin County, Muscatine County, Dickinson County and the Wright County Courthouse, among others.
2. PROJECT APPROACH

LiftOff, LLC is a Microsoft Partner focused 100% on Office 365 deployments. This particular project for the City of DeKalb is an ideal project for LiftOff. We’ve deployed the Microsoft cloud to over 250 other cities and counties around the United States. LiftOff has successfully migrated organizations from on-premise Exchange to Microsoft and has worked with many clients in this size range.

A big “pre-project” strategy that we find is critical to the project’s success is a concise change management plan communicated early to staff, and then regular project updates. Migrating from a legacy email system a company has used for a long period of time to a more modern, advanced system is likely to be challenging for IT staff to manage and for all staff to embrace. Although there are countless benefits to be realized in migrating to Office 365, it will certainly be on the frontlines as staff question the decision to “fix something that didn’t appear to be broken.” Therefore, it is important for the IT staff to thoroughly understand and proactively communicate to end users the many benefits Exchange Online and the rationale for the company changing course.

In order to ease the transition from your legacy system to Office 365, LiftOff will provide your IT group with a number of Office 365 resources which will allow them to keep staff alerted to the changes about to occur. These include email communication documents discussing new functionality, as well as training documents and video tutorials on our website’s Learning Center to help with the learning curve.

Our Approach

We begin each project with a two-hour project kickoff assessment, which is an initial discussion among the project team and LiftOff. This exploration into your current environment and into Office 365 seeks to proactively resolve any large obstacles that may hinder our successful advance to the cloud. This is also a good time to discuss licensing questions, if applicable. The Office 365 product offerings can be confusing, and we can help clear this up for you so you’re not purchasing products you don’t need. We will have a lengthy discussion about Migration Strategies including whether a Hybrid is the “best” path to Office 365.

Following the assessment, we should have a clear migration path to Office 365 defined and we can move onto pre-staging the environment. Here we will help you access your Office 365 tenant, activate your licenses (if applicable), verify your domain(s), make DNS changes and edit several Microsoft default policies that you’ll want to clearly understand.

This project will very likely follow a Hybrid migration strategy, which LiftOff has employed many times over our 500 Office 365 projects (see next section). In rare cases, due to existing environmental factors with Exchange on-premise, we pivot to using other migration strategies using third-party migration tools.
We will likely deploy Azure Active Directory Connect (Directory Sync) early in the project. This is necessary for Hybrid deployments and can also facilitate Office installations (if desired) and Skype for Business can be deployed using normal email sign-ins and passwords that match Active Directory.

(Active Directory Federation Services is NOT recommended for this project because it is costly, complex, and unnecessary. Let's talk about this so you have a full understanding.)

At this point, we can begin to set up the Hybrid Migration Wizard or third-party migration tools in order to make a connection between the on-premise and cloud Exchange environments. Mailbox migrations can begin at this point.

We pride ourselves on Office 365 IT administrator's training so you can completely understand the system and feel confident managing it after the project is complete. This training will include tours of the Office 365 Admin Center, the Exchange Admin Center, Exchange Online Protection (spam), OneDrive for Business, SharePoint, Office Online, Skype for Business, PowerShell and calendar sharing federation. We'll also implement the desired compliance archive policy along with any folder retention policies that are required and train you on running content searches so you can comply with FOIA and Public Records Requests.

End-user training is NOT part of LiftOff's normal Guided Deployment Services. What is included is a growing library of "HOW TO" videos and documents in our Learning Center for end-users (and for IT admins too).

But many clients want a bit more and they engage LiftOff through a separate contract for full end-user training services. Typically, this is web-based training to keep your costs low.

Workstation configuration is an important step in the Office 365 project. We will help you understand the most efficient methods to download and install the latest versions of Office and Skype for Business (if desired)

At this stage, we'll also begin other tasks such as configuring SMTP relay, and creating/migrating any resources that you may want to use in the new system. These include conference rooms, equipment mailboxes, shared mailboxes and public folders (resources that don't come over with the Hybrid).

One week before going live with the new email system, we conduct what we call a "T-7 Check" to be sure we're prepared for the impending transition. Have we communicated clearly to staff? Have we set up the compliance archive properly? Is SMTP relay ready to go? Did we reconfigure all delegation scenarios? Are TTLs on our MX record low enough?
Go Live/Project Completion - LiftOff will work with you to change all DNS records (including the MX) to redirect mail-flow directly to Office 365 and extensively test mail-flow until all MX propagation has occurred. There are also many other tasks to complete to ensure the new system is turned on correctly.

Post-Deployment. We will schedule time with you to develop proactive management strategies so you can keep your Office 365 system organized and robust. This includes reviewing on-boarding and off-boarding processes, compliance archive testing, running Office 365 management reports from the system, and disconnecting/remove the Hybrid and shutting down on-premise servers. We will also discuss with you support options through Microsoft and LiftOff.

At this point, the project will be complete and City of DeKalb will be the sole administrator of the system. With the extensive administrator training provided during our project delivery, our clients and their staff feel confident administering and using the Office 365 system.

LiftOff’s Guided Deployment Services

LiftOff’s approach described above is packaged in a service we call Guided Deployment Services, or GDS. The entire engagement is conducted virtually through webinars and conference calls in order to keep our consulting fees very low. Since LiftOff is a small business with low overhead, you are able to cost-effectively leverage the expertise of a top Microsoft Office 365 partner for your project.

We will expertly guide you through the entire project involving you heavily every step of the way. Since you will be properly trained on Office 365 from the very beginning, your IT staff will be able to confidently take full ownership of the system at the conclusion of the project and manage it going forward.

We have delivered projects all over the world using this model and it’s been a very effective way to migrate to the cloud and coach/mentor our clients at minimal expense.

City of DeKalb Requested Additional Services

Advanced Threat Protection

LiftOff will help you configure and implement Office 365 Advanced Threat Protection. No current technology can completely protect environments against all malware campaigns, but ATP adds an extra level of security against sophisticated attacks in real time. By protecting against unsafe attachments and expanding protection against malicious links, ATP complements the security features of Exchange Online Protection to provide better zero-day protection.

SharePoint

For LiftOff, 95% of our projects are focused on the email transition. LiftOff will assist with the “basic” configuration and admin settings/best practices for SharePoint Online (logos, colors, subsites, permissions...up to 2 hours of assistance), but it’s important to understand this is NOT our area of expertise. “Advanced” SharePoint consulting is outside the scope of this GDS and would need to be contracted separately with a third-party that LiftOff could recommend. We have worked with several SharePoint design firms over the years and we'd be happy to provide introductions.
3. HYBRID EXPERIENCE

Among our 500 total migration projects to Office 365, LiftOff has used a Hybrid Migration Strategy dozens of times. This is our preferred strategy when transitioning Exchange 2010 or higher to Office 365. We have many “best practice” documents to guide our process that we will share with you.

Our project approach when using a Hybrid to migrate to Office 365 involves the following milestones:

- Assess, update and optimize the on-premise Exchange environment (this may require that the client purchase a new SSL certificate)
- Set up Azure Active Directory Connect (Directory Sync)
- Set up connection between on-premise and cloud Exchange environments (Hybrid Migration Wizard)
- Migrate mailboxes and public folders to the cloud and verify connectivity.
- Disconnect and remove hybrid and shut down on-premise servers (if applicable).

In some cases, the existing environment may prevent a hybrid from functioning properly. If so, LiftOff will help you re-evaluate the migration strategy and choose the optimal migration path.

LiftOff is running the following current projects as a HYBRID:

- Ottertail, MN
- Braswell Library, NC
- Clayton County, GA Water Authority
- Clayton, MO
- Gold Coast Transit
- City of Tuscaloosa, AL
- City of Walla Walla, WA
4. MICROSOFT GOVERNMENT COMMUNITY CLOUD EXPERIENCE

Among our 500 Office 365 projects, over half have been migrations to the Microsoft Government Community Cloud (GCC). Our GCC clients have included counties, cities, towns, villages, boroughs, district attorneys' offices, and water districts.

The map below shows the breadth of our work taking hundreds of clients to the secure Government Community Cloud.

![Map of GCC clients](image)

5. EXPERIENCE IN ILLINOIS

LiftOff has also worked with many State and Local Governments in Illinois:

- Village of Hoffman Estates
- Village of Mackinaw
- Village of Deerfield
- City of Alton
- City of Palatine (won via RFP)
- Village of Norridge
- Village of Elk Grove (Enterprise Cloud to Government Community Cloud)

With our deep Exchange Online experience, we have developed a specialized understanding of many different unique project types, requirements, and potential obstacles moving to the cloud. LiftOff can help navigate Office 365 licensing and budgeting options, compliance archiving/e-Discovery options, and the secure Microsoft Government Community Cloud.
6. WORKPLAN AND SCHEDULE

As discussed in the section above "Project Approach", the major project milestones involved with our Guided Deployment Services are the project kickoff assessment, pre-staging (to include Hybrid Wizard setup), Office 365 administrator’s training, the actual migration from the source system, staff communications and training, Directory Synchronization installation, SMTP relay configuration, workstation configuration, and finally, project completion.

Normally, during our project assessment, migration paths are agreed upon, responsibilities are assigned, and project timelines are set. With that said, for the purposes of our response, a sample 6-week project with milestones, tasks and dates is shown below.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Task</th>
<th>Start/Complete Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LiftOff Project Assessment</td>
<td>45 question/answer/discussion to identify best way to the Microsoft cloud</td>
<td>week 1</td>
</tr>
<tr>
<td>Pre-Staging</td>
<td>Sign up for Office 365, purchase/tenant clean-up, domain verification, configure migration tools</td>
<td>week 2</td>
</tr>
<tr>
<td>IT Admin Training</td>
<td>IT Staff training on entire Office 365 system. Includes compliance archiving and Powershell</td>
<td>week 3</td>
</tr>
<tr>
<td>Workstation Configuration</td>
<td>Office, Skype for Business, Outlook for each workstation</td>
<td>weeks 3-5</td>
</tr>
<tr>
<td>Directory Sync/SMTP relay</td>
<td>Directory Sync readiness/setup, SMTP relay/IS configuration</td>
<td>week 4</td>
</tr>
<tr>
<td>T-7 Check-in</td>
<td>are we all set for next week's GO LIVE</td>
<td>week 5</td>
</tr>
<tr>
<td>Staff communication</td>
<td>regular communication with staff</td>
<td>weeks 1-6</td>
</tr>
<tr>
<td>Go Live</td>
<td>all DNS changes so Office 365 is authoritative</td>
<td>week 6</td>
</tr>
<tr>
<td>Post Deployment</td>
<td>How to manage the system in the future</td>
<td>week 6</td>
</tr>
</tbody>
</table>

On average, a project this size usually runs from 6-8 weeks. However, some projects go much faster and some slower.

LiftOff is always able to begin a project within a week’s notice of being selected.
7. COST ESTIMATE

Office 365 projects typically contain three costs for clients: annual Office 365 licensing costs, migration tools and LiftOff's deployment consulting fee. There are other optional costs described below too.

**Annual Office 365 licensing.** The City of DeKalb has requested a licensing quote for 137 G1 licenses, 115 G3 licenses, and 252 licenses of Advanced Threat Protection. *We should talk about why compliance archiving is not included within your quote request to supplement the G1.*

Lifton is able to quote licenses through the exclusive Microsoft AOS-G Government Licensing Program. The City's Office 365 tenant will be provisioned in the Government Community Cloud. Our license prices match the Microsoft Government discount i.e. we do NOT markup our license prices.

**The annual licensing cost is $38,767.20.**

![Office 365 AOS-G Government Pricing](image)

**Migration Tool licensing.** Our preferred migration strategy to use when transitioning a client to Office 365 from Exchange 2010 is a Hybrid Configuration. There are many benefits to using a Hybrid and the tool is **FREE/NO COST.**

In rare cases, due to existing environmental factors with Exchange on-prem, we pivot to using other migration strategies using paid, third-party migration tools. If the City of DeKalb agrees this is the best/only strategy to use for the project, there would be one-time licensing cost per mailbox. This cost is usually $12-$15/mailbox. **The licensing cost for Migration Tools will likely be $0, unless a Hybrid Configuration is not possible.**
LiftOff's Guided Deployment Consulting Services fixed-price includes all scope of service items described in this proposal. Given what we understand about your project, the cost of LiftOff's consulting service for this project would be $8,000, contingent on the City of DeKalb purchasing its Office 365 licensing through LiftOff.

What's Not Included
Our cost of services quoted above includes everything listed in our scope of work, EXCEPT the following potential costs:

- **Formal end-user training.** This can be added as optional/extra part of our services. If interested, let's discuss.
- **Any on-site deployment work.** In order to keep costs low, this project will be delivered virtually.
- **“Advanced” SharePoint design/migration, if applicable.** We will offer limited SharePoint assistance as described above.
- **Unlimited Office 365 Post-Support.** Please see our Support section below.
- **Active Directory Federation Services configurations are not included.**

8. SUPPORT

LiftOff is your primary contact for the technical delivery of the project. Normally, during post-deployment, we slip to the background but remain available to try and help with typical/standard questions from our clients that may arise. LiftOff will effectively train your IT staff to manage the system and provide you with high-level system documentation so there should be very few “basic” functionality questions.

As you likely know, Office 365 clients always have 24/7/365 technical support from Microsoft. We will show you the best ways to engage Microsoft support (web ticket, phone, etc.). The Microsoft support team, on average, is responding to a web ticket within a few hours.

AOS-G Enhanced Support from LiftOff

Purchasing licenses through LiftOff's AOS-G program entitles our clients to many benefits including enhanced IT Admin support from our expert Office 365 team. We hesitate to say “unlimited support” since LiftOff is not a Managed Services Provider. However, our AOS-G clients can depend on us to be available for most troubleshooting and support questions.

The most common issues our clients have that we help with include Azure AD Connect problems, Security and Compliance issues, Spam Filtering problems, Outlook connectivity issues and understanding the latest features that Microsoft regularly rolls out.
9. STAFF QUALIFICATIONS AND LIFTOFF POINT OF CONTACT

LiftOff was founded by Ron Braatz who saw a huge investment by Microsoft in cloud technologies and wanted to help businesses leverage the enterprise-level features, functionality and security of the Microsoft cloud. With extensive experience in Exchange Online and Exchange on-premise, Tom Erdely and Brian Reilly serve as LiftOff’s technical leads for Office 365 projects and have managed and completed hundreds of Microsoft cloud projects taken on by the firm.

Colin Flanagan leads our Office 365 Government Community Cloud licensing program and can help answer questions regarding license feature and bundles.

Having completed dozens of Hybrid Migrations to Office 365, Tom will serve as the Project Manager for the City of DeKalb.

Ron Braatz, President

Over the years, Ron has worked for some of the leading technology companies in the world including Microsoft, Siebel (Oracle), and IBM. He has held roles in sales and marketing, partner mentoring and readiness, and technical consulting. Ron worked for five years at Microsoft in the Business Solutions Division as a Solution Specialist. Prior to founding LiftOff, he served as the CTO at a government contractor where he led several IT eLearning projects for The Department of Homeland Security and Health and Human Services. Ron holds a Master’s Degree in Technology Education from Johns Hopkins University and has taught courses at the high school and college graduate level. Ron will be the Executive Sponsor for the City of DeKalb.

Tom Erdely, Senior Office 365 Technologist

Tom Erdely is a Microsoft Certified Systems Engineer with over 20 years of experience working with Microsoft Windows systems, on-premise Microsoft Exchange and Office 365. Over the years, he has served as the lead managing engineer for several MSPs (Managed Service Providers) working with IT clients and end-users solving complex IT problems. Tom designed and managed a shared service provider in Stavanger, Norway providing both email and remote desktop solutions to many organizations in the region. When he’s not coaching and playing basketball, Tom and his wife and their three children spend free time traveling through the U.S. and Europe.

Tom will be the technical point of contact and Project Manager for the City of DeKalb.
**Brian Reilly, Senior Office 365 Technologist**

Brian has over fifteen years of experience in IT project management and delivery, IT training, client development, marketing and public relations. Over the past six years with LiftOff, Brian has deployed hundreds of clients to Microsoft Office 365 and led both IT and end-user training on the cloud system.

He has degrees from Salisbury University and the University of Maryland, and an MBA from the École Nationale des Ponts et Chaussées in Paris where he studied International Business.

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**Colin Flanagan, Office 365 Strategic Accounts Manager**

Colin Flanagan has over 15 years of experience as a top sales and service manager. He has a passion for helping businesses find solutions to increase productivity and profits. An Office 365 Licensing specialist, Colin has become an expert in navigating Microsoft's AOS-G program, which places state and local government agencies into Microsoft's exclusive Government Community Cloud. A graduate of the University of Maryland, he has built an extensive list of contacts that he can leverage to help solve complex issues. Colin is a lifelong dirt biker and motocross enthusiast, and enjoys participating in sporting and charity events with his wife and two children.

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Ron, Brian, Tom and Colin typically take on multiple projects concurrently. Thanks to their training-focused project approach called Guided Deployment Services, they can always devote any time necessary for their clients to keep each project on track. Typically, LiftOff can begin a project within one week's notice.
10. CLIENT REFERENCES

Over the past seven years we have completed 500 migration projects with a 100% success rate. We have many references that we can supply, but here are five relevant projects:

City of Walla Walla, Washington
Chris Owen, Technology Services Director

- Moving 300 users from Exchange 2010 to Office 365 via Hybrid
- Purchased G3 and G1 licenses via LiftOff AOS-G program

City of Palatine, Illinois
Larry Schroth, IT Director

- Moving 375 users from Groupwise to Office 365
- Purchased Exchange Online Plan 2 licenses via LiftOff AOS-G program

Hardin County, Iowa
Micah Cutler, IT/GIS Director

- Moving 130 users from Exchange 2010 to Office 365
- Purchased G3 licenses via LiftOff AOS-G program

City of Alton, Illinois
Jarvis Swope, Information Technology Director

- Moving 170 users from POP/IMAP to Office 365
- Purchased Exchange Online Plan 2 licenses via LiftOff AOS-G program

City of Otter Tail, Minnesota
Richard Kelsven, Information Technology Director

- Moving 550 users from Exchange 2010 to Office 365 via Hybrid
- Purchased G3 and Kiosk licenses via LiftOff AOS-G program

If you'd like to move forward with LiftOff, we will be happy to provide full contact information for any of our references, including those listed above.
Exhibit A: Detailed Cost Sheet

Note: The total extended cost must be transferred to the Bid Sheet. Failure of the Bidder to complete the Detailed Cost Sheet OR transfer the extended total cost to the Bid Sheet may be cause for rejection of the Bid submittal.

City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

Bid Opening: Wednesday, October 25, 3:30 p.m.

Company Name: LiftOff LLC
Telephone: 410-419-1591

Address: 1667 Patrice Circle
Fax:

City, State, Zip: Groton, CT 06340
Email: rbraatz@liftoffonline.com

Contact Person: Ronald Braatz
BID PRICE: $46,767.20

Contract Period:

List any and all deviations from minimum specifications:

- Not included: third-party migration tools (if Hybrid is N/A)
- Not included: SharePoint design
- Not included: support
- Not included: onsite work
- Not included: end-user training

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of DeKalb the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Ron Braatz
President of LiftOff

Signature of Authorized Representative

Name and Title of Authorized Representative
**Exhibit B: Bid Sheet**

**Note:** The Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting Bid rigging or Bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all Bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

**Proposing Company Name:**  
LHoff LLC

**Total, Not-To-Exceed Price:**  
$46,767.20

☐ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will you be utilizing a subcontractor?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If yes, have you included all required information with your Bid submittal?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Are your subcontractors registered to do business with the City?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

- OR-

**INDEMNIFICATION:** The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this Bid package.
I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this Bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**Liftoff, LLC**

Bidder’s Firm Name

1667 Patrice Circle

Street Address

Crofton MD 21114

City State Zip Code

410-419-1591

Phone Number

10-23-17

Date

**Signed Name and Title**

Ron Braatz President

Print Name and Title

rbraatz@liftoffonline.com

E-mail Address

Fax Number
**Exhibit C: Detailed Exceptions Sheet**

**Exceptions:** Any exception to any term of this document or to the Agreement must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the Bid. It is not our intention to prohibit any potential Bidder from proposing by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

*Detail Exceptions Sheet must be enclosed with Bid Sheet. Attach additional pages if necessary.*

Bidder's exceptions are:

<table>
<thead>
<tr>
<th>SECTION NUMBER</th>
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Exhibit D: Form of Agreement

Independent Contractor Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "LiftOffInc." hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.
D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. **Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.**

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.
G. Independent Contractor:

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to Carney v. Union Pacific Railroad Company, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.
H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this Bid by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance.
program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is ______________ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☐ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.
Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the Bid or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees,
contractors or subcontracts, the City or City Indemnitees or otherwise, with the single
exception of any claim, damage, loss, or expense arising solely out of the intentional
misconduct of the City or City Indemnitees. The Contractor is solely responsible for
determining the accuracy and validity of any information provided to the Contractor by the
City or its representatives. This indemnification shall apply to the fullest extent of the law,
and in the event that any provision hereof is determined to be unenforceable, the
indemnification obligations shall be severable and the fullest extent of indemnification that
may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction,
placement or operation of any scaffold, hoist, crane, stay, ladders, support or other
mechanical contrivance in connection with such work including but not limited to losses,
claims, damages and expenses arising pursuant to claims asserted against the City pursuant
to theories premised upon Section 414 or Section 343 of the Restatement (Second) of
Torts. This indemnification shall not be limited in any way by limitations on the amount or
type of damages, compensation, or benefits payable by or for the Contractor under
Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and
serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp,
146 Ill.2d 155 (1991) in Illinois.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached
Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or
other official permissions required by any applicable law to perform the services
contemplated herein, that it will procure all additional licenses, permits or other official
permissions hereafter required by law during the term of this Agreement, and that it will
keep all such licenses in effect during the term of this Agreement. The Contractor shall
provide a copy of any such licenses or permits upon request. All such insurance and
licensure shall be provided at the Contractor's sole expense. Contractor also warrants that
it has complete ownership or authorization/entitlement to any intellectual property,
software, images or other such items used in the performance of its work under this
Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend,
publicize or otherwise utilize any intellectual property provided to the City under this
Agreement unless the City expressly preapproves in writing a limitation to these
provisions.

The Contractor shall not commence work under this Contract until they have obtained all
insurance required and such insurance has been submitted to and approved by the City,
nor shall the Contractor permit any Subcontractor to commence work on any subcontract
until the same insurance has been obtained by the Subcontractor. The Company and all
Subcontractors shall maintain their insurance in place for not less than two (2) years
following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the
Contractor in connection with any or all of the services to be furnished thereunder shall be
delivered to the City for the expressed use of the City. The Contractor shall have the right
to retain original documents, but shall cause to be delivered to the City such quality of
documents so as to assure total reproducibility of the documents delivered. All
information, worksheets, reports, design calculations, plans and specifications shall be the
sole property of the City unless otherwise specified in the negotiated agreement. The
Contractor agrees that basic survey notes and sketches, charts, computations and other
data prepared or obtained by the Contractor pursuant to this Agreement shall be made
available, upon request, to the City without cost and without restriction or limitation as to
their use. All field notes, test records, and reports shall be available to the City upon
request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit
A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and
Exhibit C, no additional terms are included as a part of this agreement. All prior
understandings and agreements between the parties are merged into this agreement, and
this agreement may not be modified orally or in any manner other than by an agreement in
writing signed by both parties. The City reserves the right by written amendment to make
changes in requirements, amount of work, or time schedule adjustments. The Contractor
shall negotiate appropriate adjustments acceptable to both parties to accommodate any
changes. The City may, at any time by written order, require the Contractor to stop all or
part of the services required by this Agreement. Upon receipt of such an order, the
Contractor shall immediately comply with its terms and take all steps to minimize the
occurrence of costs allocable to the services covered by the order. If the Contractor
identifies any costs associated with the suspension of services, such costs must be
expressly approved by the City in writing, or they shall be the sole expense of the
Contractor.

L. Notices:
All notices required to be given under the terms of this License shall be given mail,
addressed to the parties as follows:

For the City:

City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

For the Contractor:

Ron Breck

1667 Patricia C.V.
DeKalb, IL 60115

Either of the parties may designate in writing from time to time substitute addresses or
persons in connection with required notices.
M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Bid and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this __/6__ day of __Nov__, 20__

City of DeKalb

__________________________________________
City Mayor/Manager

__________________________________________
City Clerk

__________________________________________
Contractor
M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

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Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Bid and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this 14th day of November, 2017.

City of DeKalb                        Contractor

[Signatures]

City Clerk/Manager

[Signature]

City Clerk

[Signature]
Exhibit E: Description of "the Work"

This project consists of the provision of the following Work:

Background Information

The Information Technology (IT) Department for the City is centralized with a staff of four. IT supports all technology functions for the City and supports internal customers as well as external customers. This current project directly impacts all city employees, and proper consideration should be taken as it relates to system availability and reliability.

Existing Infrastructure pertaining to this project include:

- Exchange Server 2010 SP1 (Virtualized)
- Active Directory 2008 R2
- 246 Users
- Physical Spam Filter on-site

General Description

The City of DeKalb is looking to implement Office 365 for all e-mail account users that are presently contained on the Windows 2008 R2 server with Exchange 2010 SP1. The bid will include the price per license for the Office 365 subscription based on the numbers listed as well as any additional services listed below:

SPECIFICATIONS

The City is anticipating the following distribution of Office 365 account types based on an internal evaluation:

- 115 G3 Users (price per license)
  - Including Email, Full Office License (local and web), and SharePoint.
- 137 G1 Users (price per license)
  - Including Email, Web Office License, and SharePoint

The City is looking for Bids to include the following additional services:

- Microsoft Advanced Threat Protection
- Assistance or training with SharePoint site creation and administration to include the following structure:
  - Master page with City logo to be used for projects
  - Departmental Sites
  - Intranet Site with access to popular resources
    - Human Resources sub-site with forms repository, forum, and blog
    - Finance sub-site with forms repository, calendar, forum, and blog
• Information Technology sub-site with forms repository, calendar, forum, and blog
• Public Works sub-site with forms repository, calendar, forum, and blog
• Police sub-site with forms repository, calendar, forum, and blog
• Fire sub-site with forms repository, calendar, forum, and blog
• Community Development sub-site with forms repository, calendar, forum, and blog
• Trading Post interactive forum for employees

Office 365 Readiness Assessment, Onsite Discovery, and Planning

• Review of client systems to gather and capture information about existing infrastructure
• Identify potential challenges in the migration and propose solutions
• Recommend a solid communications and training plan for City of DeKalb users based on best practices such as: lunch and learn, web based training and on desk materials
• Networking and Naming Services Planning
• Determine required tasks for configuring network and DNS
• User Identity and Account Provisioning Planning
• Planning considerations to implement directory synchronization
• Plan for Active Directory Federation Services or Azure AD connect
• Exchange Online Planning
• Develop migration strategy
• Identify mailbox size and item counts that will be migrated to Office 365
• Determine mail-enabled applications and plan for configuration
• Conduct bandwidth assessment to calculate migration velocity for mailbox data

Preparing Environment for an Office 365 Deployment

• Prepare end user documentation on Outlook and the new Office 365 environment
• Assist with Domain Verification and Office 365 Registration
• Add and verify City of DeKalb domain name with Office 365
• Create DNS records to configure City of DeKalb domain name for use with Office 365 services
• Configure chosen Active Directory configuration for synchronizing
• Exchange Online Service Configuration
• Configure email coexistence with existing server and Exchange Online
• Mailbox quotas and archival/retention policies
• Anti-spam and malware protection
• Configure client computers and end-user experience
Migration and Cutover

- Assign licenses to users
- Migrate and synchronize mailbox data to Exchange Online
- Update DNS to point to Office 365
- Configure Outlook Web Access and Exchange ActiveSync for mobile phones and devices where applicable
- Perform Post-migration Service testing of Office 365 functionality

Post Deployment Support and Office 365 Administration Training

- Onsite or Webinar Training with IT Staff
- Administering Office 365 Services
- Office 365 Admin Best Practices
- Managing DirSync
- Post Deployment Support
- Service Desk Support to be used within a 1 Year Term
### Exhibit G: Project Checklist

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<td>Bid Sealed and Properly Labeled</td>
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<td>Date of Bid Opening:</td>
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<td>Date of Bid Award:</td>
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<td>Selected Bidder</td>
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<td>Date of Bidder Notification:</td>
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<td>Selected Bidder Acknowledged Bid Award (Date: ________________)</td>
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<td>Subcontractors identified and authorized</td>
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<td><strong>Contract Signature:</strong></td>
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<td>Bidder Provided Signed Contract within 5 days</td>
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<td><strong>Pre-Performance Items:</strong></td>
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<tr>
<td>Performance Security Required?</td>
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<tr>
<td>Performance Security Provided (prior to start of work)</td>
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<tr>
<td>Certificates of Insurance Provided (prior to start of work)</td>
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<tr>
<td>Pre-Performance/Pre-Delivery Meeting Conducted</td>
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<td><strong>Pre-Payment Items:</strong></td>
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<tr>
<td>Lien Waivers Received</td>
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<tr>
<td>Prevailing Wage Records Received</td>
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<tr>
<td>City Punchlist Approval Received</td>
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<tr>
<td>Warranty, Retention or Maintenance Bond Required?</td>
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<tr>
<td>Warranty, Retention or Maintenance Bond Received</td>
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<tr>
<td>Warranty, Retention or Maintenance Bond Period Close Reminder Docted?</td>
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</table>

Warranty/Retention/Maintenance Bond Instructions:

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1 It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
**Exhibit H: Subcontractor Listing**

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
- **Subcontractor or Materialman Name:**
- **Address:**
- **Telephone Number:**
- **Email Address:**
- **Primary Contact Person:**
- **Primary Contact Cellular Telephone:**
- Attach a List of Five References for Subcontractor (See Section 3.13):
- Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
- **Subcontractor or Materialman Name:**
- **Address:**
- **Telephone Number:**
- **Email Address:**
- **Primary Contact Person:**
- **Primary Contact Cellular Telephone:**
- Attach a List of Five References for Subcontractor (See Section 3.13):
- Detailed description of services to be offered by this Subcontractor or Materialman:
**Exhibit I: City Punchlist and Acceptance Notice**

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

Punchlist items for correction:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
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Date of Punchlist Item Completion and Project Completion: ________________
(Note: the following day shall serve as the first day of the warranty period for this project).

City Representative Certification:

I, ________________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

Signature ____________________ Date ________________
Contractor Certification:

I, __________________ (Contractor’s Representative) have reviewed this project and
determined that the Work, as defined therein, has been completed in accordance with the
requirements of the Contract Documents, that as of the date of this Certification, all
identified punchlist items have been satisfied and corrected to the City’s satisfaction, and
that this project is otherwise ready for final payout.

_________________________    ____________
Signature                      Date
Exhibit I: Form of Bid Addendum

Bid Addendum:

Name of Project: ________________________________

General Description of Project:

____________________________________________________________________

____________________________________________________________________

Website Link: _______________________________________________________

Date of Addendum: __________________

Description:
Office 365 Bid Addendum 1

**Question 1:** Will all the City of DeKalb machines running Office 365 support Office 2016?
**Answer:** Yes. Please note that not all City devices will have Office 2016 running locally. Many are expected to only be running Office 2016 online.

**Question 2:** Do you have an existing inventory list for ones that are going to need Office 2016 installed?
**Answer:** The City will manage Office installations on the end point devices

**Question 3:** Are there any existing public folders that will need to be migrated to Office 365? And how many?
**Answer:** Yes, 17

**Question 4:** Are there any Shared Calendars that need to be migrated to Office 365? And how many?
**Answer:** No, the City does not anticipate any shared calendars requiring to be moved to Office 365.

**Question 5:** Are there any Share Resources (like Conference Room Calendars) that need to be migrated to Office 365? And how many?
**Answer:** Yes, the City has 5 shared resources currently

**Question 6:** Do you already have a list of devices with SMTP connectors or does the vendor need to take the time to go to all locations and determine this as part of the RFP?
**Answer:** The City will ensure all devices using an SMTP relay or connector are resolved to the new location. The City may ask the vendor for assistance for configuring a local SMTP server to work with Office 365 if needed.

**Question 7:** Will the City of DeKalb require Office 365 Online Archiving licenses?
**Answer:** The City does not currently require archiving licenses; however, should the need arise the City can work with the vendor outside the scope of this bid.

**Question 8:** Outside of users using google to search for “How I do this”, what documents does the city want created for the end user?
**Answer:** The City would prefer some quick reference documents or videos created for standard end-user functions which are tailored to the environment created for City of DeKalb. These would be on-demand references to help with existing users transitioning and for new employee on-boarding process.

**Question 9:** What hours will the work need to be performed? Business hours or after hours?
**Answer:** The City anticipates business hours only
Question 10: Does the City of DeKalb have the ability to push applications like Microsoft Office out to the desktop, or does the City anticipate this being a manual process by the vendor?
Answer: The City will manage the deployment of Office 2016 to the desktops.

Question 11: For Service Desk Support for a 1 Year term, is this for IT staff or all users?
Answer: The vendor with the winning bid will provide support directly to the City’s IT Team. Only in the event of certain circumstances will the vendor be asked to work directly with a City employee outside of IT. Should a circumstance occur where the vendor works with non-IT City employees, the City IT staff will initiate the support request and coordinate the dialogue.

Question 12: The first bullet (Training) under this section appears to be the main topic and the rest of the bullets appear to be subtopics. Would this be correct? Example would be “Managing DirSync” would be something we train IT Staff to do and not provide that support for the year correct?
Answer: The vendor would provide training to IT staff.

Question 13: For the 1 year help desk support, is that for IT Staff to call on O365 only?
Answer: This support is for IT staff, and only with regards to issues related to the Office 365 service.

Question 14: Can this be broken out to time and materials or block hours since there is no way to predict the amount of support IT Staff will require especially due to the quantity of features available in O365.
Answer: The intention of the 1 year of support is to accommodate the City’s IT staff transition from administrating on-premises Exchange because the 1st year is critical to such a significant cloud transition. The City is looking for IT staff support to ensure features requested in the bid are functioning, assistance in managing any nuances in the cloud-based system, and have resources available when new issues arise. The City is looking for vendors to provide what it considers a typical amount of support needed for a cloud transition with similar-sized public organizations as the City of DeKalb. It would also be beneficial to provide an hourly rate for additional support should the need arise.

Question 15: Is there to cap the amount hours per month included in contract.
Answer: The City is looking for the vendor’s expertise to determine what the reasonable amount of time for the first year support for IT staff would be to help the learning curve of administrating Office 365 based on experiences with similar-sized organizations.
Office 365 Bid Addendum 2

**Question:** Is the City of DeKalb purchasing their licenses separately from RFP from a distributor like CDW-G or are they wanting vendors submitting to RFP to provide licensing?

**Answer:** The City is looking for vendors to submit pricing for all necessary licenses as specified in the bid. If the vendor chooses to use another reseller for pricing, it should be clarified in the bid.