

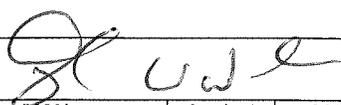
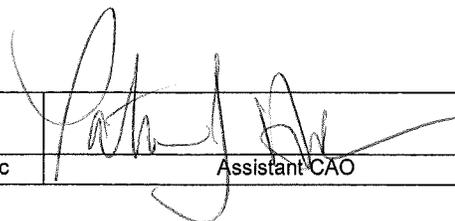
Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 07-09-09	C.D. No.	CAO File No.: 0150-00813-0001				
Contracting Department/Bureau: Information Technology Agency		Contact: Laura Ito					
Reference: Request from Mayor dated June 8, 2009, for report.							
Purpose of Contract: Replacement of the City's e-mail system with a "software as a service" product that includes word processing, spreadsheet, and presentation applications.							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years from execution with two one-year renewal options.					
Contract/Amendment Amount: \$7,250,000							
Proposed amount \$ 7,250,000+ Prior award(s) \$ 0= Total \$ 7,250,000							
Source of funds: General Fund (including \$1,507,209 from a 2006 class action antitrust settlement with Microsoft (City and County of San Francisco, et al v. Microsoft Corporation), projected savings in various City departments generated in 2009-10 from eliminating GroupWise, and potential future year appropriations)							
Name of Contractor: Computer Sciences Corporation, Inc.							
Address: 7459A Candlewood Road, Hanover, MD 21076							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available		X		b. Good Faith Effort Outreach**	Waived by Mayor		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	Pending		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 0.2%				*N/A = not applicable ** Contracts over \$100,000			

SUMMARY

The Information Technology Agency (ITA) requests approval to enter into a contract with Computer Sciences Corporation, Inc. (CSC) for the replacement of the City's e-mail system and office applications, including those used for word processing, spreadsheet, and presentation preparation, with a "software as a service" product. The proposed contract has a three year term from the date of execution with two one-year renewal options. The maximum compensation under the proposed contract is \$7,250,000.

Under the terms of the proposed contract CSC will implement an e-mail system and office applications offered by Google. Currently the majority of City Departments use Novell's GroupWise for e-mail and Microsoft Office for office applications. Under ITA's proposed implementation plan, Google's e-mail product will completely replace GroupWise for all Council-controlled departments by December 31, 2009. Departments will initially continue to use existing Microsoft Office licenses. However, before transitioning, departments will conduct a needs assessment with the assistance of ITA, to determine if the business requirements can be met by the Google products.

 JWW	 Assistant CAO	 City Administrative Officer
Analyst	08090494c	

This Office has worked closely with the Office of the Chief Legislative Analyst (CLA) and ITA to evaluate the impacts of the proposed contract. The following impacts and issues are addressed in this report.

Operational impacts. While both the City's current system and Google will allow the City to effectively perform its work, there are operational differences. If the City switches to Google, it will shift control over its e-mail and office systems to Google, although Google's service levels often exceed the current City service level. Google provides enhanced ability to collaborate, search, save, and access documents remotely, but Microsoft Office offers a more robust set of applications and widespread compatibility and familiarity.

System security. There are provisions in the contract intended to ensure the confidentiality and security of City documents and the system as a whole. ITA states that these provisions meet or exceed the City's needs, but additional evaluation must occur throughout the implementation period to ensure that this is the case.

Implementation plan. The contract provides for a six month implementation period. During this time, City employees will be trained, the system will be designed, and ITA will begin to work with departments' general managers to determine which employees must retain the more robust Microsoft Office applications, upon requests for upgrades.

Cost comparison. It is estimated that the cancellation of the current e-mail and office application system will result in hard dollar budgetary savings of \$6,256,373 over the next five years. These savings will not be enough to offset the estimated \$8,312,410 cost of purchasing the Google system. There are, however, soft savings of \$7,528,324 that do not represent budgetary savings but do allow ITA to shift resources currently dedicated to GroupWise to other purposes.

Funding requirements and sources. The estimated first year cost to implement and operate Google's system is \$1,961,080 of which \$180,000 will be generated from savings in ITA's 2009-10 Budget from telecommunications services price reductions, and \$1,781,080 of which is unfunded. ITA has identified potential funding totaling \$2,090,422, that could be used for this purpose including funds awarded to the City through a 2006 class action anti-trust settlement agreement entered into with Microsoft (\$1,507,209), savings that will be generated throughout the City by the cancellation of the GroupWise licenses (\$269,700) and related applications (\$133,513), and the savings identified above related to telecommunications services price reductions (\$180,000).

Google Funding Requirement in 2009-10	\$ 1,961,080
<u>Proposed Funding:</u>	<u>Amount</u>
2009-10 ITA Savings	\$ 180,000
2009-10 CityWide GroupWise Savings	\$ 269,700
2009-10 ITA Savings for GroupWise-Related Applications	\$ 133,513
City Settlement with Microsoft	<u>\$ 1,507,209</u>
<i>Total Identified Funding</i>	<u>\$ 2,090,422</u>

Compliance with contracting requirements. This contract was awarded following the evaluation of 15 proposals submitted pursuant to a request for proposal process. Companies that received the four top scores were invited to make a series of oral presentations, and three companies accepted the

invitation. CSC was the top ranked company with an average oral presentation score of 35.2, followed by CGI with a score of 29, and CompuCom with a score of 28. CSC has submitted all required contracting compliance documents, and its compliance with the Equal Benefits Ordinance is currently under review. This Office's Risk Management Division is currently working with the Office of the City Attorney, ITA, and CSC to resolve issues related to the indemnification and limitation of liability language included in the contract.

If the decision is to move forward with Google's system, this Office will convene a working group consisting of the CAO, the CLA, ITA, the Los Angeles Police Department, and the Department of Public Works to facilitate the resolution of challenges that arise during the implementation process and the initial stages of the contract. This group will report to the City's Technical Oversight Committee, consisting of the Mayor, the CLA, and this Office, and to the Information Technology and General Services Committee on the implementation and use of the new system.

As with any significant change in City practice, there is potential risk, uncertainty, as well as potential advantages and disadvantages with this proposal. If the City decides to utilize these services by Google, it may be cost prohibitive to return to the current City-owned and operated structure. Several findings in this report, including the fact that the proposed system costs more than the current system, the potential operational impact from stopping the use of Microsoft Office, the shift in control over the City's e-mail and office applications to an outside vendor, and uncertainty surrounding security issues, illustrate the potential risks of approving this contract.

Nonetheless, this Office recommends that the City proceed with the proposed contract given that the stated concerns will be mitigated as follows:

- The budgetary costs of the proposed system are offset by the increased capacity in ITA resulting from the ability to repurpose staff and servers currently dedicated to GroupWise.
- The operational impacts of stopping the use of Microsoft Office are mitigated both by ITA's plan to retain all current Office licenses during a two-year evaluation period and many licenses after that time, and by the enhanced functionality of Google's e-mail system.
- The shift in control over the City's e-mail and office applications is mitigated by service level agreements guaranteeing a high level of service from Google.
- The Los Angeles Police Department will work with the California Department of Justice to address security concerns in accessing its data. The solution will be fully tested prior to implementation of the new system.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the General Manager, Information Technology Agency to negotiate and execute the contract with Computer Sciences Corporation, Inc., substantially as presented in Attachment 1 of this report, for the replacement of the City's e-mail system with Google's "software as a service" product that includes word processing, spreadsheet, and presentation applications, in the amount of \$7,250,000, for a term of three years from the date of execution with two one-year renewal options, contingent upon the approval of all applicable contract compliance documentation and resolution of any outstanding contract language issues including those related to indemnification and the limitation of liability, and subject to the review and approval of the City Attorney as to form;

2. Instruct the Information Technology Agency, with the assistance of the Office of the City Administrative Officer, to work with all City departments to determine the 2009-10 budgetary savings resulting in the elimination of GroupWise licenses and to prepare the necessary requests to transfer those savings to the Information Technology Agency to pay for the 2009-10 costs of this contract;
3. Authorize the General Manager, Information Technology Agency to seek reimbursement for qualifying hardware and software purchased by the City pursuant to the 2006 class action antitrust settlement agreement with Microsoft up to the full remaining balance of \$1,507,209, to be received by the City as a General Fund receipt;
4. Instruct the General Manager, Information Technology Agency (ITA) upon receipt of the funds identified in Recommendation 3, to request the Office of the City Administrative Officer to recommend through its Financial Status Report a transfer from the Reserve Fund to ITA in an amount up to the reimbursements received as required to fund this contract after all other potential funding sources identified in this report have been exhausted; and,
5. Instruct the Information Technology Agency, with the assistance of the Office of the City Administrative Officer, to identify additional funding as may be required if the sources identified in this report are inadequate for the 2009-10 costs of this contract.

FISCAL IMPACT STATEMENT

The maximum cost of this contract over its potential five year term is \$7,250,000. This amount will be paid from the General Fund, although there may be opportunities to recover a portion of the costs from various special funds. The projected expenditure in 2009-10 is \$1,961,080. Of this, \$1,754,720 is for services purchased under the terms of the contract, including implementation services and e-mail subscriptions. The remaining \$206,360 is for infrastructure upgrades that are required but that will not be purchased through this contract. ITA has identified savings totaling \$180,000 in 2009-10 that can be used for the implementation. Potential additional funding totaling \$1,910,422 will be derived from a class action antitrust settlement agreement between the City and Microsoft (\$1,507,209), and in savings that will be generated from the cancellation of the City's GroupWise and associated software licenses (\$403,213). If realized, these will fully offset the 2009-10 costs of the contract. Use of these one-time revenues for the initial year of this contract is consistent with the City's Financial Policies as they can be used for one-time implementation costs, and additional savings will be generated in future years that will further offset the costs of the contract. As a result, and consistent with the City's Financial Policies, in future years the ongoing expenditures associated with this contract will be paid by ongoing revenues.

FINDINGS

Operational Issues

The Information Technology Agency (ITA) has proposed entering into a contract with Computer Sciences Corporation, Inc. (CSC) for the replacement of the City's e-mail system with a "software as a service" product that includes word processing, spreadsheet, and presentation preparation applications (office applications). Under the terms of the proposed contract CSC will implement an e-mail system and office applications that are offered by Google. Currently the majority of City Departments use Novell's GroupWise for e-mail, and Microsoft Office for office applications.

Under ITA's proposed implementation plan, Google's e-mail product will completely replace GroupWise for all Council-controlled departments by December 31, 2009. Departments will continue to use Microsoft Office, but will transition to Google's office applications following an evaluation by each department, with the assistance of ITA, of whether their business needs can be met by Google's products. Microsoft Office is generally considered to have a wider range of features than Google's office applications and a certain number of users in the City will have to continue to use Microsoft Office as a result of their heavy reliance on these features. Based on the experience of other organizations that have switched to Google's system, ITA's proposal assumes that approximately 20 percent of City employees will continue to use Microsoft Office indefinitely.

This Office has evaluated and compared this proposed new system to the City's current standard of the use of GroupWise e-mail and Microsoft Office applications. Through either approach the City will be able to continue to perform all necessary functions effectively. There would be, however, operational impacts from switching to Google, which are discussed below.

One significant operational change is that while the current e-mail and office systems are City-owned, administered, and operated the proposed system will be entirely provided to the City as a service by an outside vendor. Currently, the applications and associated documents and data are housed on City servers, accessed through the City-owned infrastructure, and supported by City employees. Under the proposal, e-mail and office applications, all documents and data created in the new system will be accessed through the Internet and housed at Google's facilities, using its servers and infrastructure, and supported by its staff. City staff will have a reduced role in supporting City users.

One implication of this shift in control to Google is that while currently the City prioritizes its response to users' troubles and dedicates resources to them as appropriate, once the system is operated by Google, these responses will be determined by the service level agreement with Google. In addition, the flexibility of the City to craft its own approaches to meet specific operational needs may be diminished if those needs are not consistent with Google's practices and not contractually required. To lessen these impacts, the contract includes provisions that guarantee service levels that are at least at the current level provided by the City. Examples of these provisions include an availability rate of 99.9 percent, and reimbursements if service levels fall below those levels. The response times to trouble reports required by this contract – at no time greater than two hours and on a 24x7 basis – exceed the standard that ITA currently provides to the City.

In addition, since the City would access these applications through the Internet, it would lose access to them whenever the City's Internet connection is disrupted. Although Google guarantees a 99.9 percent availability rate for its system, outages on the City's side would not count against this

standard since it is not Google's system, but the City's access to Google's system, that is inoperable. ITA will build a dedicated Internet connection with redundancy in an effort to ensure a highly reliable Internet connection to Google, and Google is working on a method to allow at least limited access to the applications even when the Internet is inaccessible. These steps should reduce the likelihood and impact of a loss of the Internet connection. Also, while the City currently can access e-mail and office applications when the Internet connection is down, City departments do lose access to these applications when access to internal networks is down. According to ITA, the City connection to the Internet is more reliable than its connection to GroupWise.

The shift in control of the infrastructure to Google relieves the City of the responsibility to maintain its own infrastructure and pay for software upgrades. The cost impacts of this are discussed below, but operationally the City tends to lag behind industry standards for infrastructure and application maintenance and upgrades. Under the proposed contract, Google assumes that responsibility as it would guarantee service levels and need to make the necessary investments to maintain that level.

Selected other differences between the current system and Google, and potential operational impacts of changing are highlighted below:

Enhanced Functionality Available through Google

- Enhanced ability to collaborate and share information. Tools are included to allow for video conferencing, instant messaging, and simultaneous review and editing of documents by multiple users.
- Enhanced remote access. Google's applications are accessed through the Internet, and thus users can access their files from any computer that can access the Internet. Remote access is available with the current system, but Google's product would facilitate the expansion of its use.
- Increased e-mail storage space. Currently, City employees are limited to one Gigabyte of e-mail storage. Google offers 25 Gigabytes to each user.
- Enhanced ability to conduct searches for documents across all City departments to respond timely and comprehensively to records requests.
- The establishment of more centralized e-mail, office applications, and data administration to facilitate the wider implementation of best practices Citywide and potential information technology consolidations.

Potential Operational Impacts of Changing to Google

- Google's office applications are widely viewed to be less robust than Microsoft Office. Examples of this include an inability to use mail merge, macros, and a 10,000 line limitation for spreadsheets in the current version of Google applications. As a result, advanced users will not be able to transition to Google's applications.
- Users will have to learn a new system. Training will be provided to assist in this process, but there may be a short-term reduction in productivity.
- Compatibility issues. Even after implementation is complete, there will be users of both Microsoft Office and Google's applications in the City. Shifting documents between Microsoft and Google formats is not seamless, as formatting and formulas can be lost. Advanced features used to create Microsoft documents cannot transition to Google formats. Google stated that it will continue to improve these compatibility shortcomings, but until and unless that occurs, the lack of complete compatibility may result in productivity losses.

- If the City decides at some point after the implementation of Google's system that it should again build and manage its own e-mail system and return to the use of Microsoft Office for all users, it will be difficult and extremely costly to do so.

Security

Moving all City e-mail data and new files created with the new office applications to Google's system shifts the ability to protect and secure that data from the City to Google. There are several issues related to data security that were evaluated, including the release of City documents pursuant to public records or litigation-related requests, the ability to ensure the security of confidential information such as criminal records or attorney communications, and protection from unwanted spam and viruses. ITA has stated that the level of security for City data will be higher under the proposed contract than is currently the case.

Release of City Data

The City receives numerous requests for documents, including public records requests and subpoenas. Under the proposed system, Google will retain the City's documents in its facilities and on its infrastructure. Thus, it is conceivable that a public records request could be made to Google for City data. Release of this data by Google without appropriate review by the City Attorney could compromise the City's position regarding pending or potential litigation.

The City Attorney is reviewing proposed contract language which states that, unless prohibited by law, Google will not independently respond to third party requests for information, but will instead refer those requests to the City. Further, Google will provide the tools required for the City to comply with any such request and will comply, when reasonable, with the City's efforts to oppose a request.

Confidential Data

The Los Angeles Police Department (LAPD) and City Attorney receive and transmit information through e-mail that the City is required to keep confidential. One notable example of these confidential documents is criminal records and history data that are stored in the California Law Enforcement Telecommunications System (CLETS). ITA has met with the LAPD, City Attorney, the State of California Department of Justice, and Google to discuss whether Google's encryption techniques that would be available are adequate to ensure the confidential transmission of this data.

ITA states that confidentiality can be ensured through the use of enhanced encryption methods that are available through Google. Highly confidential data, and specifically the CLETS data mentioned above, will not be readable except through the use of encryption keys that will limit access to this data to authorized City users.

The LAPD, in conjunction with ITA, the Office of the Chief Legislative Analyst (CLA), and this Office, will continue to evaluate the security issues, including the proposed encryption methods, to determine whether it will be able to transition to Google. Further, there may be additional security related issues that need to be resolved during the implementation phase of this transition. The working group discussed in this report includes the LAPD to ensure that these issues will be fully resolved prior to implementation. If the security issues cannot be resolved prior to implementation, the working group could recommend delaying implementation for the impacted departments. The City Attorney, and State of California Department of Justice, and any other relevant parties will also be asked to participate in the security discussions held by the working group.

While costs associated with the encryption keys discussed above are included in this analysis, it is possible that during implementation additional or alternative security measures will have to be developed to address the working group's concerns. This could result in additional costs not already included in this analysis.

Spam and Viruses

Currently, the City is solely responsible for protecting itself from spam and viruses, and it can employ the techniques and implement the solutions it deems necessary. The contract states that the Google system will include the ability of the City to continue to control spam and viruses. Through the contract, Google also agrees that it will protect customer data from threats or hazards to at least the same degree that it protects its own data, and that its methods are at least at the industry standard. ITA has conducted a technical review of the tools and protection levels and concluded that they meet or exceed the City's needs. The contract, however, does not include specific performance levels that can be achieved through the use of the tools available to block spam or viruses.

Implementation Plan

The proposed contract outlines a rapid implementation schedule for e-mail conversion, with a completion date no later than December 31, 2009. For this date to be met, ITA must submit a notice to proceed to CSC no later than August 1, 2009. Pursuant to the contract, implementation is expected to begin on July 13, 2009. ITA states, however, that implementation will be preceded by a four week implementation planning stage, and therefore it appears that the July 13 start date is unrealistic.

The rapid implementation plan is proposed so that the City can achieve savings from eliminating GroupWise licenses and licensing costs for applications used associated with running GroupWise. These savings are detailed in the costs sections below, but \$403,213 in GroupWise-related savings would be generated if the December 31, 2009 implementation date is met. This amount would be reduced if implementation is delayed. The greatest risk to implementation delays would be the timely resolution of the data security issues discussed above, especially as they relate to the LAPD.

Although the details of the implementation plan will be negotiated by CSC and ITA, the contract does include a thorough framework and schedule for implementation. The steps to be taken by the contractor, and associated timeframes are as follows:

1. Project Kick-Off: Meeting to begin implementation (one day).
2. Discovery: CSC will review the City's current system and revise and expand upon the implementation plan (19 days).
3. Training: Develop training tools for the City and train selected City staff who will then be responsible to train entire departments (40 days).
4. Migration and Build Out: CSC will build the system necessary to run Google (14 days).
5. Test: CSC will test its system to ensure that it works as required (five days).
6. Pilot: A small group of knowledgeable City employees will use the system, and provide feedback (five days).
7. User Cutover/Migration: CSC will migrate users in large groups over eight weekends (54 days).
8. Project Close Out: Close out meeting to end project (one day).

In addition to its role of supporting CSC in all phases of the implementation described above, ITA must also work closely with departments beginning during this period to learn about departments' operational needs regarding the use of office applications. As discussed above, it generally appears that the current versions of Google's office applications are less robust than the current City standard, Microsoft Office. During this implementation phase, the actual operational impacts of this reduction in functionality must begin to be assessed on a function by function basis.

ITA has stated that the actual decision of which employees and functions will continue to require Microsoft Office and which will migrate to Google's applications is strictly a business decision to be made by the General Manager of each department based on its operational needs. This Office supports this approach. At the same time, moving from Microsoft Office to Google's applications are a potential source of future savings, and departments must be encouraged to migrate users from Microsoft Office to Google when there will be no operational impact from doing so. One of the roles envisioned for the working group will be to facilitate the process of determining which office system is appropriate for departments and users.

ITA has proposed that the full assessment and migration to Google's office applications be more gradual than the implementation of the system itself, lasting for approximately two years. This gradual approach is operationally appropriate. Most City departments do not have ongoing costs associated with their use of Microsoft Office since they do not purchase maintenance contracts. Despite this, a gradual transition from Microsoft Office to Google's applications will likely result in more costs as departments continue to purchase more Microsoft Office licenses than would be required under a full and immediate transition to Google's office applications.

Establishment of a Working Group

This Office will convene a working group consisting of the Office of the City Administrative Officer, the CLA, ITA, the LAPD, and the Department of Public Works to facilitate the resolution of challenges that arise during the implementation of the new system. Further, this working group will report to the City's Technical Oversight Committee and to the Information Technology and General Services Committee regarding any issues that require resolution and the progress of the transition to the new system.

The members of the working group are selected in an effort to ensure a broad-based knowledge of City operations, technical expertise, a strong understanding of the daily operations of departments, and expertise related to data security needs. The working group will have the following roles:

- Ensuring that implementation proceeds as planned and proactively addressing issues that arise;
- Monitoring and evaluating the use of the contract and the need for City resources both to ensure cost control and to facilitate adjustment to the resources as necessary;
- Address and evaluate data security issues, with the involvement of the LAPD, Office of the City Attorney, State of California Department of Justice, and any other entities that are required;
- Evaluate the operational needs of departments, especially regarding the need to maintain Microsoft Office applications, in order to strike the appropriate balance between cost savings and operations;
- Determine the amount of cost savings generated in departments in 2009-10 from canceling GroupWise licenses and facilitate in the transfer of those savings to ITA to pay for a portion of the contract with CSC;

- Report to the City's Technical Oversight Committee, comprised of the Mayor, the CLA, and the CAO to provide status updates and receive direction on significant issues; and,
- Report to the Information Technology and General Services Committee to provide status updates and to raise issues that require resolution through Council action.

Cost Comparison

In its communication to the Mayor dated June 5, 2009, ITA estimated that this contract would generate hard savings totaling between \$0.7 and \$8.9 million, and additional soft savings totaling between \$25 and \$52 million over its five year term. Hard savings are considered those that would actually reduce the City Budget, while soft savings are those that would not reduce the City's costs, but could increase its capacity by freeing up resources that could be used to provide other services. This Office has worked closely with ITA to evaluate the estimated level of savings that could be achieved and as a result this report includes alternative cost and savings estimates.

Based on this Office's assumptions, the total hard savings from entering into this contract over its five-year term are \$6,256,373. These are real budgetary savings from such items as the elimination of the GroupWise licenses and the reduction of Microsoft Office licenses. These hard savings are not sufficient to fully offset the five-year \$8,312,410 cost associated with the proposed contract. There are, however, soft cost savings calculated at \$7,528,324 over the five years of the contract that will result in such items as repurposing staff and servers that currently support GroupWise. These soft savings represent operational benefits and potential cost avoidance and have policy implications that could be factored into the decision of whether to transition to the Google system.

The costs of each system are broken into several elements and explained, quantified, and compared below. First, the costs of the current GroupWise/Microsoft Office system are discussed. Then, each Google cost element is evaluated and, where applicable, compared to the same element of the current system. When savings would result, they are identified as hard or soft. Attachment 2 identifies each cost element for both the current GroupWise/Microsoft Office system, and the proposed Google system, categorized by whether it is a hard saving, a new cost associated with the Google system, or a soft saving. Attachment 3 provides a summary of the five-year hard and soft savings by cost element. Many of these cost elements would be impacted by the number of City employees that shift to the new system. For the analysis below, it is assumed that all 30,000 employees in the Council-controlled departments transition to Google by December 31, 2009.

The LAPD is still evaluating whether changing to Google is feasible, given the security concerns identified above. Further, the LAPD maintains approximately 1,200 Microsoft Access databases. Google currently does not offer an equivalent program to which these databases could be converted. Therefore, LAPD must maintain Microsoft Office licenses indefinitely until Google offers an equivalent database program. If LAPD does not transition to Google, there will be 17,000 users in the City and not the 30,000 assumed in the cost analysis below. The five-year hard savings from transitioning 17,000 users to Google would be \$4,653,499. These savings are not sufficient to offset the five year cost of \$5,754,616. There are, however, soft cost savings calculated at \$6,111,720 over the five years of the contract. This Office's recommendation to transition to the Google system is not contingent on whether the number of users is 17,000 or 30,000. Attachment 4 and Attachment 5 present the cost comparison for 17,000 City employees. While the amounts differ, the basic analysis discussed in detail below is generally the same regardless of the number of users.

GroupWise / Microsoft Office Cost Elements.

GroupWise Licenses: The total 2009-10 cost for GroupWise licenses for 30,000 City users is \$539,400 and it is assumed that this cost will increase by five percent in each of the next five years. Full funding for these licenses is included in various departments' 2009-10 Budget.

GroupWise Upgrade: ITA has stated that if the City is to retain GroupWise, the system must be upgraded to a more current version at some point during the next five years or face increasing maintenance costs. ITA estimated the cost of the upgrade at \$350,000. No funding was included in the 2009-10 Budget, but this analysis assumes that the upgrade would be funded in the 2010-11 Budget.

GroupWise-Related Applications: The City maintains and pays for a number of items that support GroupWise, including those that offer virus protection, spam filtering, data backup, and support for large e-mail attachments. The total cost for these in 2009-10 is \$368,513 and it is anticipated that this cost will increase by five percent in each of the next five years. Funding for all of these items is included in ITA's 2009-10 Budget.

Microsoft Office Licenses with GroupWise: The City must purchase a Microsoft Office license for each user of the product. Most City departments purchase licenses on one time bases, and are permitted to use that version of Office indefinitely. Some departments may purchase maintenance agreements for Office, or enter into enterprise agreements with Microsoft, which allows for upgrades to Office when it becomes available. LAPD, for example, currently has an enterprise agreement with Microsoft for Office at an annual cost of \$1,269,925 per year.

The 2008-09 spending level for Microsoft Office licenses was \$415,902, which does not include the cost of the LAPD enterprise agreement. It is assumed that this amount will increase by five percent in 2009-10, and an additional five percent in each subsequent year. LAPD reports that its enterprise agreement for Microsoft Office will be in place for another three years at a fixed annual cost of \$1,269,925. Beginning in 2012-13, the annual LAPD costs for Office will be reduced to \$657,000 as it enters into a maintenance-only phase. The full 2009-10 costs for Microsoft Office are included in various departments' 2009-10 Budgets.

GroupWise Server Refresh: ITA states that the City's current e-mail system is housed on 92 servers spread around the City. As these servers become obsolete, they must be replaced. ITA estimates that the cost of replacing all 92 servers would be \$1,352,400. ITA assumed that these servers would be replaced on a five-year cycle beginning in 2009-10. This report assumes that they would be replaced on a seven-year cycle beginning in 2010-11, for an annual cost of \$193,200. This reflects that the City tends to keep equipment past its useful life, and that the 2009-10 Budget does not include funding for any GroupWise servers.

GroupWise Server Power and Cooling: Significant amounts of energy must be used to keep servers running, and control the temperature in the facilities in which they are housed. ITA estimates that the annual cost of power for these purposes to be \$138,000 in 2009-10, with five percent increases in subsequent years. These assumptions are used in this report. Funding for the power costs are included in the City's 2009-10 Budget in the Water and Electricity account.

GroupWise Server Software: Each server used for GroupWise must be loaded with software to operate the server. This software must be purchased at the time a new server is purchased. The cost

for purchasing software for all GroupWise-related servers would be \$288,834. Based on the seven-year server refresh cycle discussed above the annual cost of purchasing this software would be \$41,262 beginning in 2010-11.

GroupWise Staffing: ITA assumed that there are approximately 22 position authorities in the City that are dedicated to supporting GroupWise. This includes 13 positions in ITA, and nine positions in LAPD. The number of positions estimated for the LAPD is proportionate based on the number of users in LAPD, and not based on information actually reported by LAPD. LAPD, however, reported to this Office that it only has three positions with a primary function of supporting GroupWise. This report, therefore, assumes that 16, not 22 positions are dedicated to GroupWise. Based on this assumption, the cost of these positions in 2009-10 would be \$1,427,583, reduced for furloughs. It is assumed that the costs will increase by three percent and restored furlough funding in subsequent years. Funding is included in ITA's and LAPD's 2009-10 Budget for this purpose.

Google Cost Elements

GroupWise Licenses: Even if the City moves to Google, it must continue to pay for GroupWise licenses until the transition is complete. If the licenses are not cancelled by December 31, 2009, the full year cost of \$539,400 must be paid. Consistent with ITA's implementation plan, it is anticipated that the licenses will be cancelled by December 31, 2009, and thus the anticipated cost for 2009-10 would be \$269,700. This represents a hard savings in 2009-10 of \$269,700, and hard savings equal to the full-year cost of these licenses in subsequent years for total five-year hard savings of \$2,710,825.

GroupWise Upgrade: There is no need for an upgrade to GroupWise if the City moves to Google's system. This represents hard savings of \$350,000, based on the assumption that the City would have performed the upgrade.

Google-Related Applications: As is the case with GroupWise, the City would have to maintain various supporting applications. The number of these applications, however, would be lower for Google than it is for GroupWise, at a cost of \$35,000 in 2009-10 with subsequent five percent annual increases. Since the cost of these applications are paid annually, some that currently support GroupWise will have to be renewed prior to the full transition to Google in order to keep GroupWise running through December 31, 2009. Therefore, the cost incurred in 2009-10 would be \$235,000, the majority of which would be in support of GroupWise during the transition period. These are considered to be hard savings at a five-year total of \$1,642,870.

Microsoft Office Licenses with Google: Although Google offers office applications, ITA has determined that the transition to those applications will be gradual, and that Microsoft Office will continue to be used at some level even after Google is fully implemented. For 2009-10, ITA assumes total spending for Microsoft Office of \$1,269,925. This cost only covers the LAPD enterprise agreement with Microsoft, which ITA assumes can be cancelled at the end of 2009-10. ITA does not include expenditures for Microsoft Office for City departments other than LAPD during 2009-10 or 2010-11. Beginning in 2011-12, ITA assumes that the City's cost for Microsoft Office licenses will be \$405,900, increased by five percent in subsequent years, which ITA believes represents 20 percent of the current spending level.

LAPD's enterprise agreement with Microsoft for Office expires at the end of 2011-12 and cannot be cancelled unilaterally by the LAPD before that time. Further, as discussed above, the methods under

development to address LAPD's additional needs for data security and confidentiality, in addition to the maintenance of its 1,200 Access databases, will require the continued use of certain Microsoft Office applications for the foreseeable future. Therefore, this report assumes that LAPD will continue to make payments under the Microsoft enterprise agreement for the full five years of the Google contract, with the costs decreasing in the final two years as the LAPD moves to a maintenance only mode, rather than the one year assumption used by ITA. Further, ITA's stated intent to gradually transition to Google's applications is not consistent with the assumption that there will be no spending for Microsoft Office over the next two years. Therefore, this report assumes that the non-LAPD spending for Microsoft Office following a transition to Google will be reduced from the current level by 25 percent in 2009-10, by 50 percent in 2010-11, and by 80 percent in subsequent years. Based on these assumptions, the transition to Google will result in five-year Microsoft Office savings of \$1,552,678. These are considered to be hard savings.

Given that the City is considering efforts to reduce the size of the total workforce, it is possible that the need for Microsoft Office licenses will be less than what is assumed in this report. Any such workforce reductions will lower the need for these licenses whether or not this contract is adopted and do not impact the cost and savings assumptions in this report.

Google Server Refresh: All data and applications would be stored and retained in Google's facilities and infrastructure. As a result, fewer City servers would be used to support the Google system than are currently used to support the GroupWise system. ITA states that only two servers would be used for Google. Assuming a seven year refresh cycle beginning in 2010-11, the annual cost of refreshing these servers is estimated to be \$6,300 per year. ITA has stated that the balance of the 92 servers currently used for GroupWise would be used to address other City needs. Thus, the City would continue to incur costs to replace them as they become obsolete. As a result, the savings are not budgetary savings, but are considered to be soft savings. The total soft savings over the five years of the contract would be \$747,000.

Google Server Power and Cooling: As proposed by ITA, the number of servers required to support Google's system is reduced as compared to GroupWise, the power and cooling costs are reduced as well. ITA estimates that the annual cost for power and cooling costs for Google-related servers would be \$4,500 in 2009-10, increasing by five percent in subsequent years. Since the balance of the servers currently used for GroupWise would likely be repurposed, the same level of power and cooling would continue to be used under either system and these are therefore considered to be soft savings. The total soft savings over the five year term of the contract would be \$737,672.

Google Server Software: The number of servers required to support Google's system is reduced as compared to GroupWise, therefore it is assumed that there will be a corresponding reduction in software purchases. Assuming a seven-year server refresh cycle beginning in 2010-11, the annual cost of server software replacement would be \$1,346. The balance of the servers currently used for GroupWise would likely be repurposed. As a result, the same software replacement costs would be incurred under either system and these are therefore considered to be soft savings. The total soft savings over the five year term of the contract would be \$159,666.

Google Staffing: None of the 16 (13 in ITA and three in LAPD) position authorities in the City currently supporting GroupWise are recommended to be eliminated as part of a transition to Google. Nonetheless, because support of the infrastructure, applications and data will be primarily handled by Google and not by City staff, many of these 16 staff will be reassigned to other functions. ITA projects

that only four ITA positions, primarily those that provide helpdesk support, will be required to support Google's system on the City side. This Office assumes that one of the three LAPD positions that currently support GroupWise will continue to support Google's system for LAPD. The cost of these five positions in 2009-10 would be \$383,222, as reduced for furloughs, and it is assumed that the costs will increase by three percent and restored furlough funding in subsequent years. Since no positions are proposed to be eliminated, this reduction in staffing would not impact the City Budget and is considered to be a soft saving. The five-year soft savings would be \$5,883,386.

Although these are not considered budgetary savings, the ability to repurpose staff will increase the ability of ITA to perform its duties. In 2009-10, ITA's Budget was reduced from the 2008-09 level by \$14,832,542 (14 percent), and 95 staff (12 percent), 22 of which are currently filled and may result in layoffs. The City is currently in the process of developing, reviewing, and implementing a plan to address potential 2009-10 salary shortfalls and it is very likely that additional layoffs will be required, including many in ITA. Despite this reduction in resources, ITA maintains a similar workload. While the ability to repurpose nine of the 13 staff currently dedicated to GroupWise in ITA would not fully offset the reduction in resources, it would increase ITA's ability to meet its service demands.

Google Subscription Cost: In order for the City to use Google's e-mail and office applications, the contract provides for a per-user subscription charge that will be paid by the City. There are several variables that will determine the final per-user cost. For the purposes of this report, the per-user annual cost is estimated to be \$47.99 in each of the first three years, and then \$41.99 in each of the final two years of the contract. The variables that could impact this pricing, and the assumptions used for this report, are as follows:

- The number of City users. The City receives a discount if all 30,000 potential users in Council-controlled departments transition to Google's system. This will only be accomplished if the LAPD uses the proposed system. The cost estimates used assume full implementation for 30,000 users by December 31, 2009.
- E-mail archive migration. Including e-mail archive migration increases, the cost of the contract will result in a much smoother transition as employees will be able to continue to access their e-mail archives directly. The cost used in this report assumes that e-mail archive migration will be included.
- Additional California governmental entities joining the contract. The City receives a discount if California governmental entities, such as the City's proprietary departments or the County of Los Angeles, "piggy-back" onto the City's contract. Although ITA reports that several entities have expressed an interest in this contract, no such discounts are assumed in the pricing used in this report.

The price per user will be prorated in the 2009-10 since the system will not be implemented for the entire first year. ITA assumes that the average user will be on the new system for 60 percent of the year, and thus the first year cost of the contract would be \$863,820. This expense is not included in the 2009-10 Budget and funding will have to be identified if the contract is approved. The total five-year cost for the City's subscriptions would be \$6,262,620.

ITA states that the pricing in the proposed contract is well below Google's list price for these services. ITA further represents that the City is being offered this reduced pricing because it is the first large governmental entity in California to actively pursue a transition to Google's system.

Contract Implementation Cost: The contract provides for a one-time payment to CSC for their support in implementing the Google system for the City in the 2009-10 of \$890,900. The specific services to be provided are discussed above in the implementation section. This expense is not included in the 2009-10 Budget but funding options are discussed below.

Internet Upgrade – Leases: As discussed, if the City transitions to the Google system, e-mail and office applications and all City e-mail data and files created with Google's office applications will be stored and retained at Google's facilities and on its infrastructure. City users will access Google through the Internet, and ITA will have to lease new lines dedicated to accessing Google's facilities and infrastructure at an annual cost of \$180,000. It is assumed that the costs of these lines are guaranteed for the first two years of the lease, and then will increase by five percent each year. The total five-year cost for these lines will be \$1,015,380. While the ITA account used for this purpose was reduced in the 2009-10 Budget, ITA states that as a result of price reductions for Internet services, it will have adequate savings in 2009-10 to pay for this enhanced level of service. Thus, no additional funding will have to be identified for this purpose.

Internet Upgrade – Hardware: In addition to leasing the lines required to increase the City's Internet capacity, there are also ongoing costs associated with the hardware that supports these lines. ITA has already purchased the equipment itself at a cost of \$50,000, but there are hardware maintenance costs in each of the five years of the contract, beginning with a cost of \$16,500 in 2009-10, and increasing by 20 percent in each subsequent year. The total five-year cost for this hardware maintenance is \$122,786. This expense is not included in the 2009-10 Budget and funding will have to be identified if the contract is approved.

Encryption: In order to ensure an adequate level of security for confidential documents transmitted by, for example, the LAPD, the City will be required to purchase encryption keys that will limit access to authorized users, as discussed in the security section above. The keys can be purchased for a three-year period, and thus the costs will be incurred in the first and fourth year of the contract. The total cost of the encryption keys will be \$20,724 over the five-year contract. This expense is not included in the 2009-10 Budget and funding will have to be identified if the contract is approved.

Lifeline Support: Throughout the five-year term of the contract CSC will be available to provide the City with lifeline support related to its use of the Google products. ITA, however, does not anticipate using CSC for this purpose, and therefore no costs are included in this analysis. ITA does acknowledge that any enhancements to the system that are implemented during the term of the contract may require the assistance of CSC. Examples of enhancements could include alternative or additional security methods, an increase in the amount of archival data stored, or adding new functionality of the system. Any such assistance would be paid on a time and materials basis under the existing terms of the contract. No contingency funding has been budgeted for any potential system enhancement requirements.

In the City's experience with other systems replacement projects, contractors that supported implementation of the new system have often remained involved with the project for a longer period of time than originally anticipated. The scope of work is also expanded to accommodate additional services. That no such costs are anticipated here is inconsistent with this experience, and may reflect an understatement of the costs of the new system.

Funding Requirements and Options

The 2009-10 cost for implementing and transitioning to the Google system would be \$1,961,080. The cost elements are discussed in detail above, but generally include the cost of CSC's implementation, the subscriptions for 30,000 users for approximately seven months, hardware and leases related to the upgrade of the City's Internet connection, and encryption keys for confidential data. Of this amount, \$180,000 for the Internet line leases will be paid from ITA savings in 2009-10. Funding for the remaining \$1,781,080 is not included in the 2009-10 Budget. ITA has proposed using funds awarded to the City through a class action antitrust settlement agreement entered into with Microsoft (\$1,507,209), and savings that will be generated throughout the City by the cancellation of the GroupWise licenses (\$260,700) and associated applications (\$133,513) by December 31, 2009. The total available from these three sources is \$1,910,422, which would be sufficient to pay for the 2009-10 cost. If for some reason these amounts cannot be recognized, it is recommended that ITA, with the assistance of this Office, identify funding to meet this remaining balance. Each funding source is discussed below.

On June 22, 2006, the City was a party to a \$70 million class action antitrust settlement agreement against Microsoft (City and County of San Francisco, et al v. Microsoft Corporation). The City's portion of the settlement amount was \$1,508,390, of which \$1,507,209 remains. Microsoft agreed to reimburse the City for purchases of qualifying hardware, generally any new desktop or laptop computer and selected related equipment, and qualifying software, including any software that is designed for use with qualifying hardware. The City can receive its reimbursements by submitting proof of purchases for qualifying hardware and software to the Settlement Administrator identified in the agreement. ITA states that it is prepared to submit the required documents to the Settlement Administrator to recover the full settlement amount on behalf of the City at this time. Although this should be considered as a General Fund receipt, it was not included in the revenue projections for the 2009-10 Budget. Upon receipt, it could be used to offset Google-related costs in 2009-10. It could also be used to address other pressing City priorities.

GroupWise licensing savings totaling \$269,700 will only be achieved if the City can fully implement Google's system by December 31, 2009, and thus eliminate the need for all licenses. If licenses are required past that date, the full year cost of those licenses must be paid. While some of these licensing costs are included in ITA's 2009-10 Budget, funds for this purpose are also included in many other departments' budgets. Therefore, it is recommended that ITA, in conjunction with the working group discussed in this report, determine the 2009-10 budgetary savings resulting from the elimination of GroupWise licenses, and prepare the necessary requests to transfer those savings to ITA to be used for the 2009-10 costs related to implementing the Google system.

In addition to the GroupWise licenses, ITA will also generate savings totaling \$133,513 in 2009-10 from not having to pay for renewal of GroupWise-related applications. The renewals for these applications are due at various times during 2009-10, but if the proposed implementation timeline is achieved, ITA can expect to achieve these savings. Unlike the GroupWise licenses, funding for the applications' renewals is provided in ITA's 2009-10 Budget and can be repurposed without any transfer of funds.

Use of these funding sources is consistent with the City's Financial Policies. The City's e-mail and office applications are ongoing costs, and thus should be funded by ongoing revenues. Funds from the Microsoft settlement agreement that ITA proposed for use are one-time revenues, and thus not

appropriate for use for ongoing costs. The first-year costs for the transition to Google, however, are higher than the costs will be in subsequent years due to the one-time implementation costs of \$890,900. Further, in future years, additional hard savings will be generated as there will be no need for GroupWise licenses and associated applications, and a reduced need for Microsoft Office licenses. These ongoing savings can be used to offset the cost for Google after funds from the settlement agreement are exhausted. Although the hard GroupWise and Microsoft Office savings will not be sufficient to fully offset the costs of Google, funding for future years can be identified through the City's annual Budget process.

Contract Compliance

Pursuant to Charter Section 1022, this Office has determined it is more feasible to contract for this service than to use City employees. The contract contains two elements, a labor component for the implementation of the system, and provision of the new e-mail and office product itself. Charter Section 1022 only applies to the labor component of this contract and not to the purchase of the Google product. Implementation will take approximately six months, at which time the labor component of the contract will be curtailed or eliminated. Therefore, the work is short-term in nature and it would not be possible to retain staff following the completion of the project. Further, given ITA's desire to start the project immediately, it is not feasible to hire City staff in the required timeframe.

ITA recommends the award of this contract to CSC following the evaluation of 15 proposals submitted pursuant to a request for proposal process. Proposals were reviewed by a five-member panel comprised of representatives from ITA, LAPD, Department of Public Works Bureaus of Sanitation and Engineering, and the Los Angeles Fire Department. The proposals were evaluated based on the following criteria and scoring total:

- Adequacy of the solution (30 points) – based on how proposal met requested specifications and the bidder's understanding of the likely challenges.
- Capability of organization and personnel (10 points) – based on the bidder's perceived responsibility and the relevant experience of the bidder and its staff.
- Project schedule and ease of implementation (10 points) – perceived ability of bidder to meet requested implementation schedule.
- Financial proposal (50 points) – cost of the proposal.

The panel invited the four companies with the highest scores to participate in an oral presentation, and three companies accepted the invitation. CSC received the highest average score for both its submitted proposal and its oral presentation, and after the oral presentation, all evaluators ranked the CSC's as the top proposal. CSC's average oral presentation score was 35.2, followed by CGI with a score of 29, and CompuCom with a score of 28.

The language for the proposed contract is currently being finalized and various issues are still under discussion. For example, this Office's Risk Management Division has raised concerns with the proposed indemnification and limitation of liability language. This Office is working with the City Attorney, ITA, and CSC to resolve these issues. Other issues related to the contract language may also arise during the finalization process. It is recommended that the approval of this contract be contingent on the resolution of all outstanding contract issues.

On January 14, 2009, the Mayor waived the Good Faith Effort Outreach requirement for this contract. CSC's documents related to its compliance with the Equal Benefits Ordinance are currently being reviewed by the Bureau of Contract Administration, Office of Contract Compliance. CSC has complied with all other City contracting requirements. Pursuant to Los Angeles Administrative Code Section 10.5, contracts with a term longer than three years are subject to the approval of the City Council.

Attachments

PROFESSIONAL SERVICES CONTRACT

Contractor: Computer Sciences Corporation

Regarding: SAAS E-Mail & Collaboration Solution (SECS)

Contract Number:



June 17, 2009
City of Los Angeles

Information Technology Agency

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DRAFT

**CONTRACT NUMBER
BETWEEN THE CITY OF LOS ANGELES AND COMPUTER SCIENCE CORPORATION
FOR THE SAAS E-MAIL AND COLLABORATION SOLUTION (SECS)**

THIS CONTRACT ("Contract") is made and entered into, to be effective as of [Effective Date] ("Effective Date"), by and between **City of Los Angeles**, California, a municipal corporation (hereinafter referred to as the "**City**"), and **Computer Sciences Corporation, Inc.**, a Nevada Corporation, (hereinafter referred to as "**CSC**" or "**Contractor**").

WITNESSETH:

WHEREAS, the **City's** Information Technology Agency (hereinafter referred to as "ITA") is responsible for coordinating and facilitating electronic communications and associated operations for the City of Los Angeles; and

WHEREAS, the **City** desires to replace an existing outdated system with a new **Contractor** solution (hereinafter referred to as "Services"), that includes a Google Docs and Mail based e-mail, collaboration, eDiscovery, archiving, video conferencing, as well as other communicative and desktop applications; and

WHEREAS, **Contractor** has demonstrated to the **City** that it is well qualified to provide the services and resources necessary, for a Software as a Service (SaaS) model E-mail and Collaboration System; and

WHEREAS, the services to be performed by **Contractor** are of an expert and technical nature and are temporary and occasional in character,

NOW, THEREFORE, in consideration of the above premises, and of the covenants and agreements hereinafter set forth, the parties hereby covenant and agree as follows:

1. SCOPE OF WORK

The Google SaaS E-mail and Collaboration Solution replaces the City's current GroupWise e-mail solution and adds collaboration tools for over forty (40) non-proprietary department users. The solution must be implemented by **Contractor** per Section 1.1 (Minimum Required Solution Implementation).

The City expects to replace 17,000* to 30,000* user e-mail accounts immediately, dependant on scheduling. Implement the entire solution and migrate historical data (archive and backup) from existing e-mail system by October 1, 2009 for all council-controlled departments (as specified in the Schedule of Work) and additionally implement, thereafter, the entire solution for 13,000* users (from LAPD) by December 31, 2009.

Note(*) – Numbers are approximates and representative.

The city will also make this opportunity available to proprietary departments of the City of Los Angeles and other Public Agencies within the State of California. Said Agencies may choose the proposed solution using this contract through Addendum (City of Los Angeles agencies) or Piggy-back mechanism (other Public Agencies within the State of California).

The exact quantities of e-mail accounts will be determined during the implementation-planning phase. Not all departments (proprietary or non-proprietary) may be included in the initial implementation.

1.1 Minimum Required Solution Implementation.

The **City** intends to establish and the **Contractor** will implement, the following solutions, services and capabilities provided in a SaaS model utilizing Google Products.

- 1.1.1 E-mail
 - 1.1.1.1 Basic e-mail functionality, including but not limited to send, receive, format, and attachment
 - 1.1.1.2 Ability to create user defined e-mail groups or personal folders based on search criteria;

- 1.1.1.3 Ability to define rules for e-mail handling;
- 1.1.1.4 Ability to add both personal signatures and notes;
- 1.1.1.5 Ability to push contact lists and web links to mobile devices;
- 1.1.1.6 Ability to retain e-mail (List per-user limit, if any);
- 1.1.1.7 Ability to copy, move, and store information to desktop or local storage;
- 1.1.1.8 Ability to print stored information locally;
- 1.1.1.9 Ability to scan or fax from multifunction devices to e-mail;
- 1.1.1.10 Work with **City** staff to establish remote printing to a **City** facility;
- 1.1.1.11 Ability to send, assign and delegate tasks;
- 1.1.1.12 Ability to use e-mail system remotely;
- 1.1.1.13 Ability to delegate e-mail functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, etc.);
- 1.1.1.14 Ability to define proxy access limitations (e.g., Read/Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders); and
- 1.1.1.15 Retract and/or retrieve within **City** e-mail system.
- 1.1.2 **Contact Management**
 - 1.1.2.1 Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, phone number, fax number, mailing address, e-mail address, business address, contact log, notes, etc.;
 - 1.1.2.2 Ability to synchronize contact information with desktop applications
 - 1.1.2.3 Ability to synchronize contact information with industry standard mobile devices;
 - 1.1.2.4 Ability to share contact lists;
- 1.1.3 **Calendar**
 - 1.1.3.1 Basic calendaring functionality, including but not limited to appointment, event, and sharing;
 - 1.1.3.2 Ability to view multiple calendars at same time (both personal and global);
 - 1.1.3.3 Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment;
 - 1.1.3.4 Ability to manage resources by proxy (e.g., delegate calendar management, set "view-only" or "edit" rights, etc.) to another staff member;
 - 1.1.3.5 Ability to print calendars locally in standard formats (such as daily, weekly, monthly, Franklin format, etc.);
 - 1.1.3.6 Ability to view and schedule from "free-busy" information;
 - 1.1.3.7 Ability to view or hide appointment details; and
 - 1.1.3.8 Show non-detailed free-busy schedule as determined by each individual user.
- 1.1.4 **e-Discovery**
 - 1.1.4.1 Ability to search based on the following criteria:
 - 1.1.4.2 Content;
 - 1.1.4.3 Sender and/or recipient;
 - 1.1.4.4 Date range; and
 - 1.1.4.5 Metadata.
 - 1.1.4.6 Ability to store search results with any metadata; and
 - 1.1.4.7 Ability to add and delete from search results to create an e-Discovery set.
- 1.1.5 **Archive and Backup**
 - 1.1.5.1 Ability to store and retrieve all e-mail data for a minimum of 180 days: 90 days available to the user and 90 additional days available to System Administrators before data is automatically processed for long-term archive.

- 1.1.5.2 Ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per **City** policy or legal requirements;
- 1.1.5.3 Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata with different archival periods;
- 1.1.5.4 Ability to view, and perform all normal e-mail functions on archive by an e-mail administrator without having to restore; and
- 1.1.5.5 Ability to restore archived e-mail data to "live" status.
- 1.1.6 Collaboration
 - 1.1.6.1 Ability to share data and files stored within the solution;
 - 1.1.6.2 Ability to have multiple staff members work on common files at the same time from different or separate **City** work locations;
 - 1.1.6.3 Ability to collaborate with staff members that are telecommuting or otherwise away from a **City** facility;
 - 1.1.6.4 Availability of a Wiki type solution for collaboration that allows changes to be tracked by user; and
 - 1.1.6.5 Ability to maintain version control (i.e., who, what, when).
- 1.1.7 Solution Administration
 - 1.1.7.1 Ability, from the administrative console, to:
 - 1.1.7.2 Fully manage all **City** accounts within the **City** network, including but not limited to addition, deletion, manipulation and suspension;
 - (1) Fully manage SaaS identity and user accounts;
 - (2) Control SPAM or provides anti-spam;
 - (3) Control virus or provide anti-virus (including spyware);
 - (4) Apply content filter;
 - (5) Ability to apply policies in managing solutions;
 - (6) Review restricted e-mail;
 - (7) View all calendars and appointments;
 - (8) Print historical, statistical and usage reports locally;
 - (9) Prioritize e-mail accounts;
 - (10) Manage attachment size;
 - (11) Setup mail routing;
 - (12) Manage multiple separate Global Address Lists (GALs);
 - (13) Use "White list", "Blacklist", and aliases; and
 - (14) Ability to manage optional solutions as cited in Section 1.2 below.
 - 1.1.7.3 Ability to use all domain names used within **City** as e-mail extensions;
 - 1.1.7.4 Ability to synchronize e-mail identities with identities that are managed in our internal authentication directory;
 - 1.1.7.5 Ability to control Blackberry, Treo, iPhone and other such mobile/smart Devices, including the ability to synchronize calendar, contacts and e-mail (e.g., Blackberry Enterprise Server, etc.);
 - 1.1.7.6 Ability to control e-mail storage limits per user based on maximum storage limits;
 - 1.1.7.7 Ability to integrate with internal applications using e-mail, specifically using SMTP, IMAP, SOAP, POP3, etc.;
 - 1.1.7.8 Ability to manage DNS;
 - 1.1.7.9 Ability to migrate Historical or user Archives from current proprietary format to proposed solution after implementation; and
 - 1.1.7.10 Extent to which administration can be implemented in a distributed manner to different departments.
- 1.1.8 Integration
 - 1.1.8.1 Mobile Devices;
 - 1.1.8.2 Applications that utilize e-mail notifications;
 - 1.1.8.3 Infrastructure devices that utilize e-mail notifications;

- 1.1.8.4 Novell Identity Management
- 1.1.8.5 Microsoft Active Directory; and
- 1.1.8.6 Files stored On-site.
- 1.1.9 Training
 - 1.1.9.1 Train-the-Trainer for in-house **Citywide** Staff training.
 - 1.1.9.2 Train a core group of at least 100 trainers trained that will train the remaining **City** staff.
 - 1.1.9.3 Administrative Staff; and
 - 1.1.9.4 Availability of on-line training (by function).
- 1.1.10 Security
 - 1.1.10.1 Segregation of **City** data from other data;
 - 1.1.10.2 Access to **City** data by **City** staff;
 - 1.1.10.3 Access to **City** data by non-**City** staff; and
 - 1.1.10.4 **City** email and Google Message Discovery (GMD) data remaining within the continental United States.

1.2 OPTIONAL SOLUTIONS

The **City** intends to establish and the **Contractor** will implement, the following types of solutions, services and capabilities provided in a SaaS model utilizing Google Products, as an option to **City** departments and staffs.

- 1.2.1 Instant Messaging
 - 1.2.1.1 Internally;
 - 1.2.1.2 Externally; and
 - 1.2.1.3 Tracking Options.
- 1.2.2 Office Productivity
 - 1.2.2.1 Word Processing;
 - 1.2.2.2 Spreadsheet capability;
 - 1.2.2.3 Presentation tools; and
 - 1.2.2.4 Ability to read, open, edit and display standard office product formats.
- 1.2.3 Video Conferencing
 - 1.2.3.1 One-to-one internally;
 - 1.2.3.2 Multiple locations internally;
 - 1.2.3.3 Ability to utilize saved video files within office productivity tools;
 - 1.2.3.4 Externally;
 - 1.2.3.5 Real-time on-screen notation;
 - 1.2.3.6 Remote Desktop Access/Control; and
 - 1.2.3.7 Tracking Options.
- 1.2.4 Virtual Drives
 - 1.2.4.1 Ability to store files (all types) and work as a virtual drive on the PC desktop and with the operating system file manager;
 - 1.2.4.2 Ability to search (e-Discovery) files;
 - 1.2.4.3 Ability to utilize local and SaaS office productivity tools
 - 1.2.4.4 Availability of List serve capabilities; and
 - 1.2.4.5 Tracking Options.
- 1.2.5 Communication Services
 - 1.2.5.1 Ability to translate electronic communication; and
 - 1.2.5.2 Ability to utilize "TTY" communication;

1.3 Future Services and Enhancements:

CSC may offer additional Google services, including, but not limited to, Google Search, Maps, and Earth. CSC may also offer future products from Google, as they become available. The addition of products to

the contract and catalog will be completed by written contract modification, executed by the parties. CSC will add existing and future products to CSC's price list in Appendix E, after agreement is completed and executed between CSC and the City of Los Angeles.

2. DOCUMENTATION

The project deliverable documents shall consist of but not be limited to the below-listed items.

- 2.1 A Project Plan
- 2.2 Progress Reports
- 2.3 Design Documentation, network diagrams, routing diagrams, security documents
- 2.4 Equipment lists
- 2.5 Materials and Equipment
 - 2.5.1 All items (tools, software, network throughput, and hardware) that is/are required within the **City's** internal network to support the proposed solution; and
 - 2.5.2 Service Level Agreement for escalation of issues or product improvement;
 - 2.5.3 Minimum workstation requirements for the proposed solution; and
 - 2.5.4 Indicate whether Novell GroupWise client must remain active during migration of archived e-mail.

3. TRAINING REQUIREMENTS

- 3.1 The **Contractor** shall provide training for the **City's** operations and maintenance personnel to competently operate and maintain the **Contractor**-installed equipment/subsystems, as specified in Statement of Work (Appendix B) and Project Plan (Appendix D).
- 3.2 The training shall be inclusive of all the items in the system, such as; all applications, available systems, administrative, etc.
- 3.3 The training will be conducted according to a plan provided by the **Contractor**. The plan shall detail how and when the training will be accomplished, what training materials will be provided, and any necessary pre-requisites.
- 3.4 The **Contractor** shall submit the training plan and all training course material to the **City** for review and approval prior to any training courses.
- 3.5 The **Contractor** shall prepare and provide all the course materials, lesson plans, demonstration equipment and test equipment necessary to teach the course.
- 3.6 The **City** shall provide standard training the equipment (e.g., projectors, easels, etc.) as required, according to the training plan. The **Contractor**/manufacturer shall provide pricing for training with all the materials and equipment provided by the **Contractor**, as an option to the **City**.
- 3.7 All **Contractor**-provided training shall be conducted at **City** facilities in Los Angeles, unless otherwise specified by the **City**.
- 3.8 Course instructors shall verify the results of training with a suitable test/examination at the completion of each training course, and provide certification to all **City** personnel who pass the course.
- 3.9 Upon completion of the training, the **Contractor** shall grant the **City** a license to use all documentation developed for the course and supply one editable copy of the course material to ITA.

4. SERVICES

This Contract sets forth the terms and conditions under which the **Contractor** agrees to license certain hosted "software as a service" and provide all other services, data import / export, monitoring, support, backup and recovery, and training necessary for **City's** productive use of such software (the "Services"), as further set forth on Appendix B, attached. The **City** shall perform its responsibilities set forth in the same Statement of Work. Contractor will partner with the City to ensure proper change management and assist in identifying any required technology upgrades within the City's network in support of this implementation. **Contractor** and the **City** shall use commercially reasonable efforts to fulfill their respective obligations in a timely manner in order to achieve the agreed milestones and dates set forth in the Statement of Work and other Project Control Documents. The Contract and Appendix A shall remain in effect unless terminated as provided herein. Any work product contain herein in any aspect of a Service shall be made in accordance with the Work Product provisions set forth in Appendix C – Work Product.

- 4.1 Authorized Users. Unless otherwise limited on Appendix B, **City** and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of **City** shall have the right to operate and use the same. As a part of the Service, **City** shall be responsible for all user identification and password change management.
- 4.2 Backup and Recovery of City's Data. As a part of the Services, **Contractor** is responsible for maintaining a backup of **City** Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Backup and Recovery of the City Data will be in accordance with Appendix F – SLAs.
- 4.3 If the City of Los Angeles wishes to discontinue use of Google Apps and Google Message Discovery and retrieve all user data, administrative interfaces and open APIs exist that provide access to all user data. With sufficient additional technical services resources and sufficient available bandwidth, all user data can be retrieved within 5 days, and Google will then delete all user data.
- 4.4 Non-exclusivity. Nothing herein shall be deemed to preclude **City** from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by **Contractor** hereunder.
- 4.5 Subcontractors. **Contractor** shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Contract, without **City's** prior written consent and any attempt to do so shall be void and without further effect. **City's** consent to **Contractor's** right to subcontract any of the Services shall not relieve **Contractor** of any of its duties or obligations under this Contract, and **Contractor** shall indemnify and hold **City** harmless from any payment required to be paid to any such subcontractors.
 - 4.5.1 Subcontractors. The City here by approves the use of the following contractors by CSC:

4.5.1.1	Google
4.5.1.2	SADA
4.5.1.3	Appirio
 - 4.5.2 **Contractor** will ensure that all services accomplished under or through this contract will adhere to terms and conditions herein, including any work performed by subcontractors. City agrees that Appendix A City Standard Terms and Conditions shall not flow down to the Google subcontract.
- 4.6 Change Control Procedure. **City** may, upon written notice, request increases or decreases to the scope of the Services under Appendix B. If **City** requests an increase in the scope, **City** shall notify **Contractor**, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, **Contractor** shall notify **City** whether or not the change has an associated cost impact. If **City** approves, **City** shall issue a change control, which will be executed by the **Contractor**. **City** shall have the right to decrease the scope and the fee for Appendix B will be reduced accordingly. A change in any aspect of a Service shall be made in accordance with the change control provisions set forth in the applicable Statement of Work.
- 4.7 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of **Contractor**, giving due consideration to the requests of City.

- 4.8 Acceptance of deliverables. Acceptance of Deliverables shall be made in accordance with the acceptance provisions set forth in the applicable Statement of Work
- 4.9 **City Resources and Contractor Resources.** In accordance with the terms set forth in Appendix B, each party shall provide certain resources (**City Resources and Contractor Resources**, as the case may be) to the other party as **City and Contractor** may mutually deem necessary to perform the Services.
- 4.9.1 **City Resources.** If so described in Appendix B, where **City** provides resources (e.g., technology equipment) to **Contractor** that are reasonably required for the exclusive purpose of providing the Services, **Contractor** agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. **Contractor** shall return the resources to **City** in substantially the same condition as when **Contractor** began using the same, ordinary wear and tear excepted. **City** shall provide the **City Resources**, if any, described in Appendix B.
- 4.9.2 **Contractor Resources.** In addition to any **Contractor Resources** described in Appendix B, the **Contractor** shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that **City Data** is secure to the standards and satisfaction of **City**, and provide for an optimal response time for **City's** users of the Services. Where **Contractor** fails to provide such minimal **Contractor Resources**, **City** shall have the right to immediately terminate this Contract or the applicable Appendix B, in whole or in part, without liability.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Mutual Representations and Warranties. Each of City and Contractor represent and warrant that:
- 5.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 5.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Contract;
- 5.1.3 this Contract, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
- 5.1.4 the execution, delivery, and performance of this Contract has been duly authorized by it and this Contract constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 5.1.5 it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Contract and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Contract; and,
- 5.1.6 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Contract.
- 5.1.7 **CONTRACTOR's** obligation to perform shall be excused on a day for day basis for each day the **CITY** fails to meet its performance obligations (e.g. City furnished information, facility and equipment access, decisions, etc.) as stated in the milestones and/or schedules mutually agreed to.
- 5.2 By Contractor. Contractor represents and warrants that:

- 5.2.1 **Contractor** is possessed of the knowledge necessary to assist the city in implementation of the Services;
- 5.2.2 **Contractor** knows the particular purpose for which the Services are required;
- 5.2.3 the Services to be performed under this Contract shall be performed in a competent and professional manner and in accordance with the industry professional standards;
- 5.2.4 **Contractor** has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner.
- 5.2.5 The Services will achieve in all material respects the functionality described in Appendix B and that such functionality shall be maintained during the Term;
- 5.2.6 **Viruses.** Contractor warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to delivery to City and that Contractor will continue to take such step with respect to any code delivered to City to correct any identified error. City hereby warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to installation and that City will continue to take such step with respect to any code delivered to City to correct any identified error. Contractor warrants that it will maintain a copy of the current version and the one (1) immediately preceding version of the Software which have been tested as set forth herein. Upon City's request, Licensor agrees to make such copy of the Software available to City, for City's comparison with City's copy of the Software. Licensor further warrants to City that it is not the policy of Licensor to intentionally include disabling mechanisms or computer viruses into software provided to its customers and that should such policy change, Contractor will advise City in advance and, upon City's request, will provide City with the code(s) necessary to defeat any such disabling mechanisms or computer viruses, intentionally inserted by Licensor or its employees into the Software.

6. PERIOD OF PERFORMANCE

The term of this Contract shall commence on the date the Contract is fully executed in conformance with Appendix A, PSC-4 ("Effective Date"), and shall terminate 3 years there from, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the **City** if funds are not appropriated for these services in the ensuing fiscal year commencing July 1. The **City** has the right to extend said Contract for two 1-year periods past the initial 3-year period at its sole discretion.

7. FEES AND EXPENSES

- 7.1 The fees due Contractor in connection with a these Services, exclusive of taxes, are set forth in the Statement of Work. In the absence of a signed Statement of Work setting forth the fees pertinent to a Project, Contractor shall be paid on a time-and-materials basis, at the rates contained in Appendix H – Contractor Service Rates.
- 7.2 As a fixed bid contract, the City shall reimburse Contractor on the following schedule:
 - 7.2.1 **Implementation Fees:**
 - 7.2.1.1 20% upon the City's acceptance of the Implementation Plan.
 - 7.2.1.2 20% upon the City's acceptance of 50% completion of accepted plan.
 - 7.2.1.3 20% upon the City's acceptance of 75% completion of accepted plan.
 - 7.2.1.4 20% upon the City's acceptance of 95% completion of accepted plan.
 - 7.2.1.5 20% upon the City's full and final acceptance of implementation.
 - 7.2.2 **Fees for Services** shall be paid per the attached payment schedule and prorated to the actual Services, by number of City staff, by activation date per pricing schedule (Appendix E).
- 7.3 Except as otherwise expressly provided in the relevant Statement of Work all invoices shall be due and payable within thirty (30) days of receipt by the City. Invoices shall be submitted to the City as specified in Section 8.2 below.
- 7.4 PURCHASE END USER ACCOUNTS.

The City of Los Angeles can only purchase End User Accounts on pre-paid annual basis.

7.5 END USER ACCOUNTS SERVICE TERMS

- 7.5.1 Initial Term: Prorated Terms. The initial term for the first Executed Order for End User Accounts on a given Customer Domain Name will be twelve months beginning on the Service Commencement Date. End User Accounts in the same agency organization purchased after the Service Commencement Date will have a pro-rated term beginning on the date of the Executed Order and ending on the expiry of the initial term. The beginning of the Term is determined by the date of the Executed Order, and not by the date of provisioning End User Accounts.
- 7.5.2 Cancelling Automatic Renewal. The City may disable automatic renewal up to an including the day prior to the anniversary date.
- 7.5.3 No Cancellations or Refunds or Transfer Executed Orders placed by the City cannot be cancelled. No refunds will be issued for Executed Orders. End User Accounts cannot be transferred by the city from one Customer Domain Name to another.

8. COMPENSATION AND PAYMENT

8.1 COMPENSATION

The **City's** total obligation under this Contract shall not exceed \$7,250,000 (Seven Million Two Hundred Fifty Thousand dollars). The **Contractor** further understands and agrees that execution of this Contract does not guarantee that any or all of these funds will be expended.

8.2 INVOICE

Contractor shall submit an invoice to ITA, in triplicate, with all supporting documentation. Payment of invoices shall be subject to approval by City. Invoices shall show the **City** Contract Number, **Contractor's** State of California Sales and Use Tax Permit Number, and City of Los Angeles Business Tax Registration Certificate Number. Invoices shall be submitted to the following address:

City of Los Angeles - ITA
Finance and Administrative Services
200 N. Main Street, Room 1400
Los Angeles, CA 90012

Contractor is required to submit invoices that conform to the **City** standards and include, at a minimum, the following information:

- 8.2.1 Name and address of Contractor
- 8.2.2 Name and address of (City's) department being billed
- 8.2.3 Date of the invoice and period covered
- 8.2.4 Reference to Contract number
- 8.2.5 Description of completed task, including category of performed work and amount due for the task
- 8.2.6 Payment terms, total due and due date
- 8.2.7 Certification by a duly authorized officer of **Contractor**

- 8.2.8 Discounts and terms (if applicable)
- 8.2.9 Remittance Address (if different from **Contractor** address)

All invoices shall be submitted on **Contractor's** letterhead, contain the **Contractor's** official logo, or contain other unique and identifying information such as name and address of **Contractor**. Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the **City's** Project Manager or his designee.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the **Contractor**. The **City** will not compensate the **Contractor** for any costs incurred for invoice preparation. The **City** may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The **City** reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a) which requires the Controller to inspect the quality, quantity, and conditions of services, labor, materials, supplies or equipment received by any office or department of the **City**, and approve demands before they are drawn on the Treasury.

9. PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

9.1 Parties To The Contract

The parties to this Contract are:

- 9.1.1 **City:** The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- 9.1.2 **Contractor:** Computer Sciences Corporation a Nevada Corporation, through its State and Local Solutions Division located at 7459A Candle Road, Hanover, Maryland 21076.

9.2 **Contractor** Representative

Contractor hereby appoints the following person to represent **Contractor** with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices reports, invoices, and other documents or information as required by this Contract.

David W. Beach
Contracts Administrator
Computer Sciences Corporation
7459A Candlewood Road
Hanover, Maryland 21076
(410) 691-6624 -, Phone Number
(410) 691 -6771-, Facsimile Number
Dbeach3@csc.com

9.3 **City** Representative

The **City** hereby appoints the following person, or his designated representative, to represent the **City** in all matters pertaining to this Contract.

Kevin K Crawford
Assistant General Manager
200 North Main Street, Room 1400

Los Angeles, CA 90012
(213) 978-3311, Phone number
(213) 978-3310, Facsimile Number
Kevin.Crawford@laCity.org

9.4 **City's Project Manager**

The **City** hereby appoints the following person to act as the project manager.

Emilia Yanez
Information Systems Manager
200 North Main Street Room 1400
Los Angeles, CA 90012
(213) 922-8379, Phone number
(213) 978-3310, Facsimile Number
Emilia.Yanez@laCity.org

Formal notices, demands and communications from **Contractor** shall be given to the **City** Representative with copies to the **City** Project Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

10. CONFIDENTIALITY & PROPRIETARY RIGHTS

10.1 **City's Data**

City's information, or any derivatives thereof, contained in any **Contractor** repository (the "**City** Data," which shall also be known and treated by **Contractor** as Confidential Information) shall be and remain the sole and exclusive property of the **City**. The **City** shall be entitled to an export of **City** Data without charge, upon the request of the **City** and upon termination of this Contract or as further stipulated in Appendix B. **Contractor** is provided a license to **City** Data hereunder for the sole and exclusive purpose of providing Services, including a license to store, record, transmit, and display **City** Data only to the extent necessary in the provisioning of the Services

10.2 **Confidential Information**

Contractor understands that the **City** may designate in writing that certain information prepared by **Contractor**, whether written or readable by machine, including software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other programming documentation shall be confidential. **Contractor** understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, **CSCs** or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by the **City's** representative, or as required by law, subpoena or court order. This Section shall remain in effect after the termination of this Contract plus 5 years or until such time as the **City**, whichever occurs first, has released the confidential information.

10.3 **Non Disclosure**

The parties anticipate that they will exchange proprietary and confidential information during the term of this Contract. The use and disclosure of such information is governed by the NON-DISCLOSURE AGREEMENT contained in Appendix I.

10.4 No License

Except as expressly set forth herein, either party to the other with respect to **City Data** or Confidential Information grants no license. Nothing in this Contract shall be construed to grant either party any ownership or other interest, in City Data, or Confidential Information, except as may be provided under a license specifically applicable to such Confidential Information.

10.5 Assignment of Warranties and Licenses

For any optional products and services procured by the **City** from **Contractor** pursuant to Section 4, **Contractor** shall, for the protection of the **City**, demand from all vendors and suppliers guarantees with respect to such products and services, which shall be made available to the **City** to the fullest extent permitted by law and the terms thereof. **Contractor** shall render all reasonable assistance to the **City** for the purpose of enforcing same, provided that such costs shall be reimbursable to **Contractor** by the **City** if the Change Order Proposal is based on a cost reimbursable pricing approach.

11. INFORMATION SECURITY

Contractor acknowledges that **City** has implemented an information security program (the **City Information Security Program**, as the same may be amended) to protect **City's** information assets, such information assets as further defined and classified in the **City Information Security Program** (collectively, the "Protected Data"). Where **Contractor** has access to the Protected Data, **Contractor** acknowledges and agrees to the following.

- 11.1 Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Information Security Program as provided by City to Contractor for this purpose. The City Information Security Program is Confidential Information of City.
- 11.2 Right of Audit by City. City shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Contract. During the performance of the Services, on an ongoing basis from time to time and without notice, City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by City, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by City regarding Contractor's information security program.
- 11.3 Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to City.
- 11.4 Audit Findings. Contractor shall implement any required safeguards as identified by City or information security program audits.
- 11.5 INDEMNIFICATION

Except for the gross negligence or willful misconduct of the other party, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, each party undertakes and agrees to defend, indemnify and hold harmless the other party and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all third party suits and causes of action, claims, losses,

demands and expenses, including, but not limited to, reasonable attorney's fees and cost of litigation (including all actual litigation costs incurred by the indemnified party, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the indemnified party's employees and agents, or damage or destruction of any tangible personal property of the indemnified party hereto or of third parties, arising directly from the grossly negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the indemnifying party or its subcontractors of any tier. Rights and remedies available to the indemnified under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. This provision shall survive expiration or termination of this Contract.

12. DEFINITIONS

- 12.1 "Acceptance" (and the various tenses of the word); shall mean the **City's** written approval of any Deliverables or Services provided by **Contractor** to the **City**.
- 12.2 "Acceptance Test" shall mean the conduct of the series of tests and protocols specified in the Statement of Work for a particular Deliverable or a test by mutual agreement. The successful completion of which the acceptance test will signify the successful delivery of such Deliverable.
- 12.3 "Affiliate" means a governmental entity incorporated and recognized under the laws of California.
- 12.4 "Contract": Shall mean the text of the definitive agreement that will be the product of the following: (i) the approval by the **City** of a proposal submitted by the selected **Contractor**; and (ii) the subsequent negotiations between the parties to conclude an agreement for the Services described and set forth in the Appendices and Schedules as specified herein.
- 12.5 "Business Day": Shall mean a day in which general business operations of the City are conducted, but shall not include any day in which the general business offices of the City are closed. All other references to "days" refer to calendar days.
- 12.6 "Change Notice": Shall mean a modification or clarification of the Statement of Work, Services or Deliverables that is duly adopted by the Parties in accordance with the Change Management Process.
- 12.7 "Change Management Process": Shall mean the provisions relating to processes for the modification or amendment of the Statement of Work or the Specifications as set forth in the Statement of Work.
- 12.8 "City": Shall mean the City of Los Angeles, each and every subdivision or unit thereof constituted now and in the future (including territories within Los Angeles County, California not currently serviced by the City of Los Angeles and other entities with whom the City of Los Angeles contracts to provide services to the City's constituents), and each and every entity succeeding in the future to the responsibility of the City of Los Angeles (including such other entities described in this definition) to provide services to the City's constituents.
- 12.9 In connection with any material that is furnished or delivered by **Contractor** or **City** hereunder, a "Covered Proprietary Right" shall mean (a) a copyright, trademark or trade secret issued, honored and/or enforceable under the laws of the United States of America or any state within the United States of America, or (b) a United States patent issued as of the time when the material is furnished or delivered.
- 12.10 "**Contractor Tools**" shall mean any and all of **Contractor's** proprietary materials, information and know-how, used by **Contractor** in the conduct of its business, including, by way of illustration but not limitation, technical information, plans, designs, templates, processes, methodologies, procedures, reusable software (such as source code, object code, routines and libraries that are commonly used in connection with, and are generic to the development of, a typical computer program) and generic software features (such as text, graphics, menus, icons and other, commonly-used elements that are generic to computer programs), together with improvements and modifications thereof.

- 12.11 "Cure" shall mean a remedy to a written notification of a failure to meet contractual obligation or other agreement based in part or in whole on this agreement, including but not limited to contract breach.
- 12.12 "Cure Period" shall mean a period of 30 (thirty) days following a request for Cure or written notification requiring a Cure for curing party to implement an approved remedy per this agreement.
- 12.13 "Deliverable" shall mean a tangible work product developed for and delivered to **City**, as set forth in the relevant Statement of Work. By way of example, a Deliverable may consist of a plan, a report, a design, or a software module.
- 12.13.1 In the case of items to be delivered in tangible form, upon the transfer of possession of the item to the control of the respective City personnel designated to receive such possession at the designated time and place, or if no place is designated at such person's office.
- 12.13.2 In the case of items to be delivered by electronic transmission, upon the successful completion of such transmission to the designated City computer and verification of the accuracy of such transmission.
- 12.13.3 In the case of items for which payment is conditioned upon the completion of an Acceptance Test, then, upon the certification by the designated agent or employee of the City that such Acceptance Test has been completed to the satisfaction of such agent. If Contractor disagrees with the City's determination of whether an Acceptance Test has been completed, it may submit the matter to dispute escalation pursuant to Appendix A.
- 12.13.4 In all other cases, upon the completion of the Services encompassed by such Deliverable in all material respects as set forth in the applicable schedule or Appendix to the Contract
- 12.14 Pricing Schedule": Shall mean the schedule of prices and payments attached as Appendix E.
- 12.15 "Project" shall mean the services to be rendered to **City**, and the related intangible and tangible Deliverables, as set forth in a Statement of work; including without limitation all Services stipulated under the term of this agreement.
- 12.16 "Project Completion": Shall mean the completion of all Project Phase Completions and all Deliverables and Services under the Statement of Work and the successful completion of all Acceptance Tests for all Deliverables and Services.
- 12.17 "Project Control Document": Shall mean a mutually agreed to change in writing to this contract or its appendices. The Project Control Document shall be signed by the City of Los Angeles' Contract Owner and CSC's Principle Contract Administrator. The signature authority may be delegated, but such delegation constitutes a Project Control Document.
- 12.18 "Project Plan": Shall mean the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Contract.
- 12.19 "Severity Level": Shall mean a particular level identified in the table immediately below as determined by the type of Service Interruption. Notwithstanding the severity level definitions below, the Contractor is held to the Service Levels shown in Appendix F – SLAs.

Severity	Definition	Response Times
1 - Critical	A problem with Contractor supported Service causing critical impact to the City's business operation. No workaround is immediately available and work using the Service cannot continue.	15 minutes or less from the time the City notifies Contractor's Client Support.

2 - Serious	A problem with Contractor supported Service causing significant impact to the CTIY's business operation. A workaround is available but is unacceptable on a long-term basis.	2 hours or less from the time City notifies Contractor's Client Support Client Support.
3 - Moderate	A problem with Contractor supported Service that impairs some functionality, but a practical workaround exists.	2 hours or less from the time City notifies Contractor's Client Support Client Support
4 - Minor	A problem that does not affect any functionality of the Software.	2 hours or less from the time City notifies Contractor's Client Support Client Support

- 12.20 "Services": Shall mean and include all services to be performed or provided by Contractor pursuant to the Contract and any Schedules and Appendices hereto, including without limitation, service installation, maintenance, testing, project management, consultation, and provisioning of Third Party Products, whether under the initial Statement of Work or any Change Notice.
- 12.21 "Statement of Work" shall mean an Appendix to this Contract that defines, with respect to a specific Project, one or more of the following elements: the scope of the Project, Deliverables, responsibilities of **City**, responsibilities of **Contractor**, the acceptance criteria applicable to Deliverables, the fees and payment schedule pertinent to the Project, and any modifications of the terms of this Contract as they apply to the Project.
- 12.22 "Specifications": Shall mean the complete set of requirements and specifications for the Service as finalized in accordance with the Contract and which shall also include the specifications listed in Appendices B and J.
- 12.23 "Third Party Products": Shall mean any computer program supplied to the **City** by a Person other than Contractor, which is required for the operation of the Service and listed in the Statement of Work and/or the License Contract.

13. AGREEMENT MODIFICATIONS, CHANGES OR AMENDMENTS

This contract plus specific documents cited herein constitutes the entire contract between the City and Contractor and may be amended by further written agreement.

14. INCORPORATION OF STANDARD PROVISIONS/ORDER OF PRECEDENCE

Hereby incorporated by reference into this Contract are the provisions of the Standard Provisions of City Personal Services Contracts, (rev. 03/09) which are attached hereto.

In the event of an inconsistency between any of the provisions of this contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

- 14.1 The provisions of this Contract
- 14.2 Appendix A
- 14.3 All other Appendices

15. Additional Terms not included in Appendix A

15.1 CONTRACTOR TOOLS

In connection with any material that is furnished or delivered by CONTRACTOR or CITY hereunder, a "Covered Proprietary Right" shall mean (a) a copyright, trademark or trade secret issued, honored and/or enforceable under the laws of the United States of America or any state within the United States of America, or (b) a United States patent issued as of the time when the material is furnished or delivered.

"CONTRACTOR Tools" shall mean any and all of CONTRACTOR's proprietary materials, information and know-how, used by CONTRACTOR in the conduct of its business, including, by way of illustration but not limitation, technical information, plans, designs, templates, processes, methodologies, procedures, reusable software (such as source code, object code, routines and libraries that are commonly used in connection with, and are generic to the development of, a typical computer program) and generic software features (such as text, graphics, menus, icons and other, commonly-used elements that are generic to computer programs), together with improvements and modifications thereof.

CONTRACTOR shall retain exclusive ownership of CONTRACTOR Tools, together with all intellectual property rights therein. Except to the extent that CONTRACTOR Tools are embedded in, and used solely as components of, the Deliverables, (a) upon completion or termination of a Project, CITY shall return to CONTRACTOR the originals and all copies of CONTRACTOR Tools used in connection with the Project, and (b) CONTRACTOR Tools shall be considered and treated as confidential information of CONTRACTOR subject to the confidentiality provisions set forth in the Non-Disclosure. CONTRACTOR hereby grants to CITY a perpetual, non-exclusive, royalty-free license to use and to disclose CONTRACTOR Tools that are embedded in the Deliverables. CITY shall not unbundle any embedded CONTRACTOR Tools and shall not use or disclose such CONTRACTOR Tools in any manner other than as integral components of the Deliverables.

15.2 WARRANTIES

CITY warrants that Contractor's use of any and all materials furnished by CITY hereunder does not infringe any Covered Propriety Right of any third party.

EXCEPT AS SET FORTH IN THIS PROVISION 5 OF THE STANDARD PROVISIONS, THE PARTIES EXCLUDE FROM THIS AGREEMENT ALL REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

15.3 LIMITATION OF LIABILITY

Neither party shall be liable hereunder for penalties or for special, indirect, consequential or incidental losses or damages including, but not limited to, lost profits, lost or damaged data, failure to achieve cost savings, loss of use of facility or equipment, or the failure or increased expense of operations, regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if a party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

Contractor's liability hereunder, regardless of the form of action, shall not exceed the total amount prepaid by CITY adjusted for the months of Service supplied to the City. This provision shall not limit Contractor's liability for personal injury or death or for damage to real property or tangible personal property caused by the negligence or willful misconduct of CONTRACTOR or its employees.

The provisions of this Limitation of Liability shall not limit (a) liability for breach of any confidentiality obligation, (b) liability for infringement of the other party's intellectual property rights, (c) the indemnity obligations set forth in Sections 20 of Appendix A and 11.4 of this Agreement, (d) payment obligations arising under Article 15.4 of this Agreement in connection with the hiring of an employee of the other party, or (e) liability for payment of interest added by a court of law or an arbitration panel to a judgment entered in any action or proceeding under this Agreement.

No action, suit or proceeding arising out of this Agreement may be brought more than two (2) years after the events giving rise thereto, except that CONTRACTOR may bring an action for payment within two (2) years after the date of the most recent payment.

15.4 EMPLOYEE HIRING

For purposes of this Section, "to hire" shall mean to hire as an employee and/or otherwise to engage or retain as an independent contractor or consultant. CONTRACTOR and CITY acknowledge and agree that each of them has invested substantial time and expense in recruiting, hiring, training and retaining employees. If either CONTRACTOR or CITY hires an employee of the other, as a result of the exposure of such employee to CONTRACTOR or CITY in the course of activities hereunder, the hiring party will receive significant additional value under this Agreement, at the expense of the other party. Accordingly, if either CONTRACTOR or CITY, at any time during the Term and within one hundred eighty (180) days thereafter, hires any person who has been involved in rendering or receiving services hereunder as an employee of the other party, the hiring party shall pay to the other party a fee, equal to one hundred percent (100%) of the annualized gross compensation, reportable on a Form W-2 to the Internal Revenue Service, that was most recently earned by such person as an employee of the other party. The provisions of this Section 41 shall not restrict the hiring of any person who:

(a) has not been involved in rendering or receiving services, on behalf of CONTRACTOR or CITY, under this Agreement; or

(b) has not been an employee of the other party for one hundred eighty (180) or more days.

This Section sets forth the exclusive remedy of CONTRACTOR and CITY in each instance in which a party hires a present or former employee of the other. The parties expressly agree that a fee calculated in accordance with this Section is reasonable and adequate

15.5 GOOGLE APPS PREMIER EDITION USE

15.5.1 Click Through Terms On-Line. The Team CSC provided Google Apps Premier Edition will present the Google Terms Of Service (TOS) (contained in Appendix J) upon first log in to the Service. The IT Administrator for each domain must accept the Google TOS on-line prior to using the Service.

15.5.2 Modification of the Services. The City of Los Angeles understands that the Google Apps Premier Edition are standard hosted services provided by CSC/Google, and that Google may make commercially reasonable modifications to the Services, or particular components of the Services, from time to time, at no additional cost to the City.

15.6 TERMINATION

City may only terminate this Agreement for breach if CSC shall fail to Cure a breach during the Cure Period.

16. INCORPORATION OF APPENDICES

The following appendices are hereby incorporated into and made a part of this agreement wherever referred to as though set forth at length, except where certain portions of specific appendices have been deleted or superseded by other sections of this agreement:

Appendix A	Standard Provisions for City Contracts
Appendix B	Statement of Work
Appendix C	Deliverable Definition

Appendix D	Project Schedule and Plan
Appendix E	Pricing Schedule
Appendix F	Service Level Agreement
Appendix G	List of Key Personnel
Appendix H	Contractor Service Rates
Appendix I	Non-Disclosure Agreement
Appendix J	Google Services Agreement

DRAFT

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:
Rockard J. Delgadillo, **City** Attorney

CITY OF LOS ANGELES

By: _____
Edward M. Jordan
Deputy **City** Attorney

Kevin K Crawford
Assistant General Manager
Information Technology Agency

Date: _____

Date: _____

ATTEST: Karen E. Kalfayan
City Clerk

Computer Sciences Corporation, INC.

By: _____

Signature

Date: _____

Printed Name

Title

Date

Signature

Printed Name

Title

Date

BTRC No.: _____



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- Appendix B – Statement of Work
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- Appendix D – Project Schedule and Plan
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- Appendix G – List of Key Personnel
- Appendix H – Contractor Service Rates
- Appendix I – Non-Disclosure Agreement
- Appendix J – Google Services Agreement

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Appendix A

City Standard Provisions

11 June 2009



City Standard Provisions Document is in pdf format.

11 June 2009



Appendix B

Statement of Work



Appendix B Statement of Work

CSC will provide Software as a Service (SAAS) E-mail and Collaboration Solution (SECS) using Google Products to the City of Los Angeles. The services to be provided are shown in the following table and in the text below.

Installation and Setup

This is the set of work activities required to transition the agency and users' current environment and data to Google Apps Premier Edition and the on-going operations of Google Apps as software service (SaaS), including any optional Archive services purchased.

Activity 1 – Installation and Setup

Depending on the specific customer environment, a different set of Installation and Setup activities must be performed to prepare for Google Apps Software as a Service (SaaS) operations. These activities are listed below in general; the specific activities and number of required hours will be specified for each specific public agency based on their needs.

This work is performed under either T&M or FFP rates as negotiated.

T&M rates are in Addendum 1 to this catalog.

Typical Installation and Setup activities are listed below. We customize this set of activities to meet your needs and your environment.

A standard implementation schedule contains eight essential phases that reflect our work plan.

- ***Project Kick-off and Initiation***

During this phase Team CSC will coordinate with the customer to hold a project kick-off meeting. Team CSC will mobilize the installation team, introduce them to the City and review the proposed project plan with the key stakeholders. Team CSC expects the customer to support and facilitate all phases.

- ***Discovery***

During this phase Team CSC will perform a detailed due diligence of the existing e-mail and collaboration environment. Team CSC will review and document the domain strategy and will work with the customer to create an end-user communication strategy for the new enhanced features available within our



solutions. Team CSC will revise the detailed project plan for the implementation based upon the due diligence results.

- ***Training***

During this phase Team CSC will prepare training materials for the customer's administrators, and individuals selected by the customer as end-user Trainers. Team CSC will conduct several train-the-trainer sessions for these individuals and provide collateral training material. Additional and detailed level of help information is available online for the Google applications provided.

- ***Migration and Build Out***

During this phase Team CSC will install and configure the tools necessary for interacting with the cloud solution including the Multi-Domain-Manager, the Single-Sign-On-Password-Synch, the LDAP-Synch, and the User-Provisioning-Management tools. If the customer chooses to migrate historical data, then Team CSC will migrate e-mail and archives via a tape transfer (for speed and efficiency) and will install and configure Calendar and Contact Migration tools. We will provision user accounts for Google Apps and start the e-Discovery and archiving solution.

- ***Test***

During this phase Team CSC will perform Unit Testing of all the tool configurations. Team CSC will perform system testing of all migration activities and functional areas. Team CSC will perform User Acceptance Testing to ensure that the solution is ready for the Pilot phase. Team CSC will document and address any discrepancies identified.

- ***Pilot***

During this phase Team CSC will work with the customer to prepare a small group of knowledgeable users to Pilot acceptance of the new solutions. Team CSC recommends the customer identify staffers on single mail server and domain to constitute the Pilot. Once the Pilot group is active for 2 to 3 days, we will ask the designated users to complete the User Acceptance Check List. Upon successful completion and resolution of user acceptance, we will then move the pilot group to production (full-subscription status).

- ***User Cutover/Migration***

During this phase Team CSC will migrate users by e-mail server or cut users over by domain to the new services. We will coordinate the migration with the training schedule to help optimize the availability of customer trainers to the specified user community.



- **Setup and Install Close Out**

During this phase Team CSC will close down the Setup and Install project and transition into ongoing operations and support.

SECS RFP Core Solution – SaaS Operations

Item	Area	Description	Included (yes / no)	Date to be included
		E-MAIL		
01	E-mail	Basic e-mail functionality, including but not limited to send, receive, format, and attachment	Yes	
02	E-mail	Ability to create user defined e-mail groups or personal folders based on search criteria	Yes	
03	E-mail	Ability to define rules for e-mail handling	Yes	
04	E-mail	Ability to add both personal signatures and notes	Yes	
05	E-mail	Ability to push contact lists and web links to mobile devices	Yes	
06	E-mail	Ability to retain e-mail (List per-user limit, if any)	Yes	
07	E-mail	Ability to copy, move, and store information to desktop or local storage	Yes	
08	E-mail	Ability to print stored information locally	Yes	
09	E-mail	Ability to scan or fax from multifunction devices to e-mail	Yes	
10	E-mail	Work with City staff to establish remote printing to a City facility	Yes	
11	E-mail	Ability to send, assign and delegate tasks	Yes	12-09
12	E-mail	Ability to utilize e-mail system remotely	Yes	
13	E-mail	Ability to delegate e-mail functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, etc.)	Yes	08-09
14	E-mail	Ability to define proxy access limitations (e.g., Read/Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders)	Yes	08-09
15	E-mail	Retract and/or retrieve within City e-mail system	Yes	06-09
		CONTACT MANAGEMENT		
01	Contact Mgmt	Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, business address, contact log, notes, etc.	Yes	
02	Contact Mgmt	Ability to synchronize contact information with desktop applications	Yes	12-09
03	Contact Mgmt	Ability to synchronize contact information with industry standard mobile devices	Yes	
04	Contact Mgmt	Ability to share contact lists	Yes	
		CALENDAR		
01	Calendar	Basic calendaring functionality, including but not	Yes	



Item	Area	Description	Included (yes / no)	Date to be included
		limited to appointment, event, and sharing		
02	Calendar	Ability to view multiple calendars at the same time (both personal and global)	Yes	
03	Calendar	Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment	Yes	
04	Calendar	Ability to manage resources by proxy (e.g. delegate calendar management, set "view-only" or "edit" rights, etc.) to another staff member	Yes	
05	Calendar	Ability to print calendars locally in standard formats (such as daily, weekly, monthly, Franklin format, etc.)	Yes	
06	Calendar	Ability to view/schedule from "free-busy" information	Yes	
07	Calendar	Ability to view or hide appointment details	Yes	
		E-DISCOVERY		
01	e-Discovery	Ability to search based on the following criteria:		
	e-Discovery	Content	Yes	
	e-Discovery	Sender and/or recipient	Yes	
	e-Discovery	Date range	Yes	
	e-Discovery	Metadata	Yes	
02	e-Discovery	Ability to store search results with any metadata	Yes	
03	e-Discovery	Ability to add and delete from search results to create an e-Discovery set	Yes	
		ARCHIVE AND BACKUP		
01	Archive and Bkup	Ability to store and retrieve all live e-mail data for a minimum of 180 days: 90 days available to the user and 90 additional days available to System Administrators before data is automatically processed for long-term archive	Yes	
02	Archive and Bkup	Ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per City policy or legal requirements	Yes	
03	Archive and Bkup	Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata with different archival periods	Yes	
04	Archive and Bkup	Ability to view and perform all normal e-mail functions on archive by an e-mail administrator without having to restore	Yes	
05	Archive and Bkup	Ability to restore archived e-mail data to "live" status	Yes	
		COLLABORATION		
01	Collaboration	Ability to share data and files store within the solution	Yes	
02	Collaboration	Ability to have multiple staff members work on	Yes	



Item	Area	Description	Included (yes / no)	Date to be included
		common files at the same time from different or separate City work locations		
03	Collaboration	Ability to collaborate with staff members that are telecommuting or otherwise away from a City facility	Yes	
04	Collaboration	Availability of a Wiki-type solution for collaboration that allows changes to be tracked by user	Yes	
05	Collaboration	Ability to maintain version control (i.e., who, when, what)	Yes	
		SOLUTION ADMINISTRATION		
01	Administration	Ability, from the Administrative console, to:		
		Fully manage all City accounts within the City network, including but not limited to addition, deletion, manipulation and suspension	Yes	
		Fully manage SaaS identity and user accounts	Yes	
		Control SPAM or provide anti-spam	Yes	
		Control virus or provide anti-virus (including spyware)	Yes	
		Apply content filter	Yes	
		Ability to apply policies in managing solutions	Yes	
		Review restricted e-mail	Yes	
		View all calendars and appointments	Yes	
		Print historical, statistical and usage reports locally	Yes	
		Prioritize e-mail accounts	Yes	
		Manage attachment size	Yes	
		Setup mail routing	Yes	
		Manage multiple separate Global Address Lists (GALs)	Yes	
		Use "Whitelist", "Blacklist", and aliases	Yes	
		Ability to manage optional solution as cited in Section II.B below		
02	Administration	Ability to use all domain names utilized within City as e-mail extensions	Yes	
03	Administration	Ability to synchronize e-mail identities with identities that are managed in our internal authentication directory	Yes	
04	Administration	Ability to control Blackberry, Treo, iPhone and other such mobile/smart devices, including the ability to synchronize calendar, contacts, and e-mail (e.g., Blackberry Enterprise Server, etc.)	Yes	12-09
05	Administration	Ability to integrate with internal applications using e-mail, specifically using SMTP, IMAP, SOAP, POP3, etc.	Yes	
06	Administration	Ability to manage DNS	Yes	
07	Administration	Ability to migrate Historical or user Archives from the current proprietary format to proposed solution	Yes	



Item	Area	Description	Included (yes / no)	Date to be included
		after implementation		
08	Administration	Extent to which administration can be implemented in a distributed manner to different departments	Yes	
		DISASTER RECOVERY		
01	Disaster Recovery	Service restoration within 4 hours of service interruption	Yes	
02	Disaster Recovery	Annual testing of DR plan	Yes	
03	Disaster Recovery	Mitigation of deliberate destruction of backup data and/or equipment	Yes	
04	Disaster Recovery	Written business continuity plan	Yes	
05	Disaster Recovery	Predefined identification of roles and responsibilities	Yes	
06	Disaster Recovery	Identify qualifications for initiating and ceasing "Disaster" condition	Yes	

Note: Terms of the Google services agreement apply.

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Appendix C

Deliverable Definition



LA SECS Contract Appendix C – Deliverable Definition

Number	Deliverable	Description
1	Project Plan *	Overall Implementation Plan includes tasks, start date, end date, deliverables and dependencies. Key milestones and check points will be identified.
2	Training Plan *	Includes details on the overall approach for training the trainers and administrators on Google Apps.
3	Communication Plan *	Includes the overall approach for project wide communication
4	Deployment Architecture Document *	Includes details of the domain strategy, LDAP schema, Cloud Interface tools and concept of operations.
5	Single Sign-On Tool	Cloud Interface tool that will provide a single unified, interface for all the City of LA users. The tool will integrate with the current Identity Management infrastructure.
6	Multi-Domain manager Tool	Cloud Interface tool that will provide a single unified, interface for managing all the different domains of the City.
7	LDAP Sync Tool	Cloud Interface tool that will synchronize changes between the current City identity management infrastructure and the Google Apps SaaS.
8	User Provisioning Manager Tool	Tool utilized for provisioning users in Google Apps.
9	User Acceptance Plan*	Includes test cases, test scenarios, test data and expected results for Acceptance Testing.
10	Google Help Site	Web site that includes targeted help documentation.
11	Training Collateral	Training Class material and online help files.

* Indicates work product as defined by Appendix A – Terms and Conditions PSC-23 Ownership and License. All other listed Deliverables are not considered Work Products but the City of Los Angeles will have fully paid licenses for use as part of the SECS Service provided by the Contract.

Acceptance criteria for the plans are:

- Plans will be the necessary level of detail to support coordination management of a successful SaaS implementation.
- Due to the schedules, once a plan is delivered the city has two business days to review a plan and provide written comments to CSC. Upon receipt of comments, CSC has two business days to address City comments. Upon update of the plan addressing comments, the document is considered accepted. If comments are not received from the City within the two business day period, the plan will be considered accepted.

Overall acceptance of the SaaS solution will be governed as follows:

The City will accept the solution by performing User Acceptance Testing during the Pilot phase. User Acceptance will occur in two parts in accordance with the agreed acceptance criteria: part I of User Acceptance for the System Administrators is documented in Exhibit 1, and part II of User Acceptance for the End Users is



documented in Exhibit 2. Acceptance will be performed to validate functional compliance with the Core Solutions Checklist, as finalized during negotiations and documented in the executed contract (see Volume 1, Section 9 for the Core Solution Checklist).

Upon completion of Acceptance Testing, CSC will present the City with a Deliverable Acceptance Letter to be counter-signed. The City shall have five (5) business days to execute the Acceptance Letter, or to respond in writing with a listing of deficiencies to be corrected before Acceptance can occur (in which event, CSC shall have five (5) business days to make any required corrections). If a written response is not received from the City within this five (5) business day period, User Acceptance will be deemed to have occurred, and CSC shall proceed with the commencement of subscription services.

Upon acceptance, CSC will begin migration of City employees to the new SECS solution and users will be live on or before the required December 31, 2009 or June 1, 2010 date, depending on the scenario chosen by the City.

1. E-mail		Met	Not Met	Not Tested	Comment
a)	Verified basic e-mail functionality such as sending, receiving, formatting and attachments				
b)	Verified the creation of user defined e-mail groups or personal folders based on search criteria				
c)	Verified defining rules for e-mail handling				
d)	Verified adding personal signatures and notes				
e)	Verified pushing contact lists and web links to mobile devices				
f)	Verified retaining e-mail (up to 25 GB)				
g)	Verified copying, moving, and storing information to desktop or local storage				
h)	Verified printing stored information locally				
i)	Verified scanning or faxing from multifunction devices to e-mail				
j)	Verified remote printing to a City facility				
k)	Verified sending, assigning and delegating tasks				
l)	Verified using e-mail system remotely				
m)	Verified defining proxy access limitations if any				
n)	Verified defining proxy access limitations for Read/Write; Verified Subscribing to Alarms and Appointments, Verified Modifying Options, Rules, and Folders				
o)	Verified Retracting within City e-mail system - within 5 seconds of inadvertent send				
2. Contact Management		Met	Not Met	Not Tested	Comment
a)	Verified Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, phone number, fax number, mailing				



	address, e-mail address, business address, contact log, and notes				
b)	Verified synchronizing contact information with desktop applications				
c)	Verified synchronizing contact information with industry standard mobile devices				
d)	Verified sharing contact lists				

Exhibit 1. Administrator UAT Checklist. City administrators will participate in UAT to ensure the system meets the City's requirements

	6. Collaboration	Met	Not Met	Not Tested	Comment
a)	Verified sharing data and files stored within the solution				
b)	Verified having multiple staff members work on common files at the same time from different or separate City work locations				
c)	Verified collaborating with staff members that are telecommuting or otherwise away from a City facility				
d)	Verified Wiki-type solution for collaboration that allows changes to be tracked by user				
e)	Verified maintaining version control (i.e., who, what, when)				

Exhibit 2. End User UAT Checklist. City end users will participate in UAT to help ensure easy of operation and requirements are met.

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Appendix D

Project Schedule and Plan



D Work Plan by Task

Team CSC has provided the required detailed project schedule for the two implementation scenarios:

1. 17,000 users, and
2. 30,000 users

In both cases there is an option to migrate email-archives to the Google/Positini eDiscovery tool via the Renew data service (this is sometimes referred to as 'truck'). The city will need to provide a central location that contains the email-archive on portable tape media and made available to Team CSC. The conversion process will take up to four months following the transfer of the data.

D.1 Project Kick-Off and Initiation

During this phase Team CSC will coordinate with the City to hold a project kick-off meeting. Team CSC will mobilize the installation team, introduce them to the City and review the proposed project plan with the key stakeholders. Team CSC expects the City to support and facilitate this phase.

D.2 Discovery

During this phase Team CSC will perform a detailed due diligence of the existing e-mail and collaboration environment. Team CSC will review and document the domain strategy and will work with the City to create an end-user communication strategy for the new enhanced features available within our solutions. Team CSC will revise the detailed project plan for the implementation based upon the due diligence results. Team CSC expects the City to support and facilitate this phase.

D.3 Training

During this phase Team CSC will prepare training materials for the City's Administrators, and up to 100 individuals selected by the City as end-user Trainers. Team CSC will conduct several train-the-trainer sessions for these individuals and provide collateral training material. Additionally, Team CSC will create a City of Los Angeles ITA branded web-site on Google Sites for online solution-specific help. Additional and detailed level of help information is available online for the Google applications provided. Team CSC expects the City to support and facilitate this phase.

D.4 Migration Build Out

During this phase Team CSC will install and configure the tools necessary for interacting with the cloud solution including the Multi-Domain-Manager, the Single-Sign-On-Password-Synch, the LDAP-Synch, and the User-Provisioning-Management tools. Team CSC will install and configure eMail, Calendar and Contact Migration tools. We will provision user accounts for Google Apps, migrate the Global Address & Distribution Lists and initiate start the e-Discovery and archiving solution (sometimes referred to as Postini). Team CSC expects the City to support and facilitate this phase.



Per the City's request to lower the installation costs CSC will not implement dual delivery.

D.5 Test

During this phase Team CSC will perform Unit Testing of all the tool configurations. Team CSC will perform system testing of all migration activities and functional areas. Team CSC will perform User Acceptance Testing to ensure that the solution is ready for the Pilot phase. Team CSC will document and address any discrepancies identified.

D.6 Pilot

During this phase Team CSC will work with the City to prepare a small group of knowledgeable users to Pilot acceptance of the new solutions. Team CSC recommends the City identify ITA staffers on single mail server/post-office and domain to constitute the Pilot. Once the Pilot group is active for 2 to 3 days, we will ask the designated users to complete the User Acceptance Check List. Upon successful completion and resolution of user acceptance, we will then move the pilot group to production (full-subscription status). Team CSC expects the City to support and facilitate this phase.

D.7 User Cutover/Migration

During this phase Team CSC will migrate users by domain/post-office/ e-mail server to the new SECS services. Per the City's request to minimize the cost of implementation and to ensure a rich user experience the 'live data' (live data is an email or calendar events that are available through the existing post-office server, not archived) to be migrated will consist of the most current 30 days of emails sent and received in the active mail box and 30 days of historical and scheduled future calendar events. We will coordinate the migration with the training schedule to help optimize the availability of City trainers to the specified user community.

We will migrate all users in phases over eight weekends, one phase each weekend. All current and future systems and their supporting infrastructure must be available in full production ready mode during the migration weekends (e.g. internet gateways, internal network, firewalls, eMail servers, SMTP gateways, etc.). The city must also have end-user testers and key system, security, network, and email administrators available on the weekend to ensure a high confidence of migration. Team CSC expects the City to participate in and facilitate this phase.

D.8 Project Close Out

During this phase Team CSC will close down the project and transition into ongoing operations and support. Team CSC expects the City to support and facilitate this phase.

D.9 Project Schedule Summary

The attached project schedule is the baseline for the implementation plan. The

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durations, tasks, responsibilities and relative timing are the basis of the implementation plan's firm fixed price; however, the specific calendar date is only notional. The Project Start/Kickoff will occur 2 weeks from Notice to Proceed or as mutually agreed to in writing. In order to comply with the contractual finish of 12/31/09 the notice to proceed must occur no later than August 1st 2009 or as mutually agreed to in writing.



Implementation Plan						
ID	WBS	Task Name	Duration	Start	Finish	
1	1	Installation of LA SCES	80 days	Mon 7/13/09	Fri 10/30/09	
2	1.1	Project Kick-off and Initiation	0 days	Mon 7/13/09	Mon 7/13/09	
3	1.1.1	Team Introduction/Proposal Review	0 days	Mon 7/13/09	Mon 7/13/09	
4	1.1.2	City Deliverable - Provide Domain Schema and SME	0 days	Mon 7/13/09	Mon 7/13/09	
5	1.1.3	City Deliverable - Provides City Admin Contact information & procurement needs to T	0 days	Mon 7/13/09	Mon 7/13/09	
6	1.2	Discovery	19 days	Mon 7/13/09	Thu 8/6/09	
7	1.2.1	Scoping and Assessment	6 days	Mon 7/13/09	Mon 7/20/09	
8	1.2.2	City Task- Provide All Access, Contacts & Architecture Documentation	3 days	Mon 7/13/09	Wed 7/15/09	
9	1.2.3	Document current Email and Product environment in scope	4 days	Thu 7/16/09	Tue 7/21/09	
10	1.2.4	Identify mail and DNS domains	1 day	Thu 7/16/09	Thu 7/16/09	
11	1.2.5	Review LDAP/Novell IDM/eDirectory schema	2 days	Thu 7/16/09	Fri 7/17/09	
12	1.2.6	City Deliverable - Provide Migration Strategy by Server / Domain	0 days	Mon 7/20/09	Mon 7/20/09	
13	1.2.7	Produce Implementation Plan	4 days	Tue 7/21/09	Fri 7/24/09	
14	1.2.8	City Task- Review Implementation Document	3 days	Mon 7/27/09	Wed 7/29/09	
15	1.2.9	Document Domain Strategy	0 days	Wed 7/29/09	Wed 7/29/09	
16	1.2.9.1	CSC Deliverable - Deployment Architecture Document Deliverable	0 days	Wed 7/29/09	Wed 7/29/09	
17	1.2.10	Communications Plan	11 days	Mon 7/13/09	Mon 7/27/09	
18	1.2.10.1	Communications Review Strategy	11 days	Mon 7/13/09	Mon 7/27/09	
19	1.2.10.1.1	Review of existing LA City Communications Plan	1 day	Mon 7/13/09	Mon 7/13/09	
20	1.2.10.1.2	City Task (shared) - Stakeholder interviews	3 days	Tue 7/14/09	Thu 7/16/09	
21	1.2.10.1.3	Communications Content Development	3 days	Fri 7/17/09	Tue 7/21/09	
22	1.2.10.1.3.1	Sample Communications Creation	3 days	Fri 7/17/09	Tue 7/21/09	
23	1.2.10.1.3.2	Produce Campaign definition	3 days	Fri 7/17/09	Tue 7/21/09	
24	1.2.10.1.4	City Task- Provide Stakeholder list and Access Facilitate Meetings/Space/	0 days	Tue 7/21/09	Tue 7/21/09	
25	1.2.10.1.5	Produce Communications Plan	3 days	Wed 7/22/09	Fri 7/24/09	
26	1.2.10.1.6	City Task- Review Communications Plan	1 day	Mon 7/27/09	Mon 7/27/09	
27	1.2.10.1.7	CSC Deliverable - Communications Plan	0 days	Mon 7/27/09	Mon 7/27/09	
28	1.2.11	Detailed Project Plan Development	6 days	Thu 7/30/09	Thu 8/6/09	
29	1.2.11.1	Produce Consolidated Plan Review	3 days	Thu 7/30/09	Mon 8/3/09	
30	1.2.11.2	City Task - Review Change Management Plans	3 days	Tue 8/4/09	Thu 8/6/09	
31	1.2.11.3	City Task- Meet with CSC Team for plan tuning and Replan Activity if any	3 days	Tue 8/4/09	Thu 8/6/09	
32	1.2.12	CSC Deliverable - Project Management Plan	0 days	Thu 8/6/09	Thu 8/6/09	
33	1.3	Training	40 days	Mon 7/13/09	Fri 9/4/09	
34	1.3.1	Develop Customized Training Content	10 days	Mon 7/13/09	Fri 7/24/09	
35	1.3.1.1	Streamline Training Content	5 days	Mon 7/13/09	Fri 7/17/09	
36	1.3.1.2	Review In-House HelpDesk processes and systems	5 days	Mon 7/13/09	Fri 7/17/09	
37	1.3.1.3	Review System Admin training requirements	5 days	Mon 7/13/09	Fri 7/17/09	
38	1.3.1.3.1	User Management	5 days	Mon 7/13/09	Fri 7/17/09	
39	1.3.1.3.2	Other Tasks	5 days	Mon 7/13/09	Fri 7/17/09	
40	1.3.1.4	Develop Training Schedule and Methodology	10 days	Mon 7/13/09	Fri 7/24/09	
41	1.3.1.4.1	On-Site Training Mechanism and Content Development	10 days	Mon 7/13/09	Fri 7/24/09	
42	1.3.1.4.2	Remote Training Mechanism and Content Development	10 days	Mon 7/13/09	Fri 7/24/09	



Implementation Plan					
ID	WBS	Task Name	Duration	Start	Finish
43	1.3.2	CSC Deliverable - Training Plan & Artifacts & Online Functional Training	0 days	Fri 7/24/09	Fri 7/24/09
44	1.3.3	City Task (shared) - Train LA City Administrators	14 days	Mon 7/27/09	Thu 8/13/09
45	1.3.3.1	5 Classes of 3 - 10 Administrators	14 days	Mon 7/27/09	Thu 8/13/09
46	1.3.4	City Task (shared) - Train LA City 'Train the Trainers'	30 days	Mon 7/27/09	Fri 9/4/09
47	1.3.4.1	15 Classes of 5 -25 Trainers	30 days	Mon 7/27/09	Fri 9/4/09
48	1.4	Migration Build Out	14 days	Fri 7/24/09	Thu 8/13/09
49	1.4.1	City of LA ITA Branding Strategy and Creative Development Support	14 days	Mon 7/27/09	Thu 8/13/09
50	1.4.1.1	LA ITA Branding Strategy creation	2 wks	Mon 7/27/09	Fri 8/7/09
51	1.4.1.2	City Task- Provide Branding Support Materials,Art and graphics	0 days	Fri 8/7/09	Fri 8/7/09
52	1.4.1.3	Advise Creative Development	4 days	Mon 8/10/09	Thu 8/13/09
53	1.4.1.3.1	Produce Branding Strategy and mockups	2 days	Mon 8/10/09	Tue 8/11/09
54	1.4.1.3.2	Produce Branding and Creative Deliverable	2 days	Wed 8/12/09	Thu 8/13/09
55	1.4.2	Configure & Install eDiscovery of Live Mail	2 days	Thu 7/30/09	Fri 7/31/09
56	1.4.3	Create Gmail accounts for all in scope LA Mail users	10 days	Mon 7/27/09	Fri 8/7/09
57	1.4.3.1	Configure & Install User Provisioning Management Tool (UPMT)	5 days	Mon 7/27/09	Fri 7/31/09
58	1.4.3.2	City Task - Install UPMT with full access to Novell IDMS and MS AD	3 days	Mon 8/3/09	Wed 8/5/09
59	1.4.3.3	Migrate users IDs	2 days	Thu 8/6/09	Fri 8/7/09
60	1.4.4	Configure & Install Cloud interface Tools	5 days	Fri 7/24/09	Fri 7/31/09
61	1.4.4.1	City Task - Install or allow for install of Cloud Interface Tools	0 days	Fri 7/24/09	Fri 7/24/09
62	1.4.4.2	Configure and Install Single Sign-On Tool (SSO) & Password Synch	5 days	Mon 7/27/09	Fri 7/31/09
63	1.4.4.3	Configure and Install LDAP - Synch	5 days	Mon 7/27/09	Fri 7/31/09
64	1.4.4.4	Configure and Install Multi-Domain Manager (MDM)	5 days	Mon 7/27/09	Fri 7/31/09
65	1.4.5	Active Mailbox Migration	2 days	Wed 7/29/09	Fri 7/31/09
66	1.4.5.1	Configure and Install Contact List Migration Tool (Groups, Distribution Lists & Global Ad	2 days	Thu 7/30/09	Fri 7/31/09
67	1.4.5.2	Configure and Install Calendar Migration Tool	2 days	Thu 7/30/09	Fri 7/31/09
68	1.4.5.3	City Purchase - Archive To Go Enterprise SW	0 days	Wed 7/29/09	Wed 7/29/09
69	1.4.5.4	Include Archive To Go scripts for Help Desk and Train the Trainer for local archive migra	2 days	Thu 7/30/09	Fri 7/31/09
70	1.4.6	CSC Deliverable - User Provisioning Checklist Complete	0 days	Fri 7/31/09	Fri 7/31/09
71	1.4.7	CSC Deliverable - Technical Implementation Checklist Complete	0 days	Fri 7/31/09	Fri 7/31/09
72	1.4.8	CSC Deliverable - Test Plan and Go-Live Checklist Completed	0 days	Fri 7/31/09	Fri 7/31/09
73	1.5	Test	5 days	Mon 8/3/09	Fri 8/7/09
74	1.5.1	Unit Testing	2 days	Mon 8/3/09	Tue 8/4/09
75	1.5.1.1	Test Provisioning Tools	2 days	Mon 8/3/09	Tue 8/4/09
76	1.5.1.2	Test Cloud Interface Tools	2 days	Mon 8/3/09	Tue 8/4/09
77	1.5.1.3	Test UPMT & Migration Tools	2 days	Mon 8/3/09	Tue 8/4/09
78	1.5.1.4	Test eDiscovery Tools	2 days	Mon 8/3/09	Tue 8/4/09
79	1.5.2	System Testing	2 days	Wed 8/5/09	Thu 8/6/09
80	1.5.2.1	Test Sample Migrations (eMail)	2 days	Wed 8/5/09	Thu 8/6/09
81	1.5.2.2	Test Archive & Migration Tools	2 days	Wed 8/5/09	Thu 8/6/09
82	1.5.2.3	Test Contact & Calendar Migration Tools	2 days	Wed 8/5/09	Thu 8/6/09
83	1.5.2.4	Test Domain Administration	2 days	Wed 8/5/09	Thu 8/6/09
84	1.5.2.5	Test Provisioning Console	2 days	Wed 8/5/09	Thu 8/6/09



Implementation Plan						
ID	WBS	Task Name	Duration	Start	Finish	
85	1.5.2.6	Test Postini Portal	2 days	Wed 8/5/09	Thu 8/6/09	
86	1.5.3	Pre-User Acceptance Testing	1 day	Fri 8/7/09	Fri 8/7/09	
87	1.5.3.1	eMail Functionality	1 day	Fri 8/7/09	Fri 8/7/09	
88	1.5.3.2	Contact Management	1 day	Fri 8/7/09	Fri 8/7/09	
89	1.5.3.3	Calendar	1 day	Fri 8/7/09	Fri 8/7/09	
90	1.5.3.4	eDiscovery	1 day	Fri 8/7/09	Fri 8/7/09	
91	1.5.3.5	Archive & Backup	1 day	Fri 8/7/09	Fri 8/7/09	
92	1.5.3.6	Collaboration Functions	1 day	Fri 8/7/09	Fri 8/7/09	
93	1.5.3.7	Solution Administration Functions	1 day	Fri 8/7/09	Fri 8/7/09	
94	1.5.3.8	Integration Functions	1 day	Fri 8/7/09	Fri 8/7/09	
95	1.5.3.9	Instant Messaging	1 day	Fri 8/7/09	Fri 8/7/09	
96	1.5.3.10	Office Productivity Applications	1 day	Fri 8/7/09	Fri 8/7/09	
97	1.5.3.11	Video Conferencing	1 day	Fri 8/7/09	Fri 8/7/09	
98	1.5.3.12	Virtual Drives (if requested and available)	1 day	Fri 8/7/09	Fri 8/7/09	
99	1.5.3.13	Electronic Translation Tools	1 day	Fri 8/7/09	Fri 8/7/09	
100	1.5.3.14	Video Sharing and Storage Platform	1 day	Fri 8/7/09	Fri 8/7/09	
101	1.6	Pilot	5 days	Fri 8/7/09	Fri 8/14/09	
102	1.6.1	City Deliverable - Prepare first Mail System Users suggest ITA Staff ~ 200 users	0 days	Fri 8/7/09	Fri 8/7/09	
103	1.6.2	Migrate User Data	0 days	Fri 8/7/09	Fri 8/7/09	
104	1.6.3	Perform User Acceptance Testing	3 days	Mon 8/10/09	Wed 8/12/09	
105	1.6.3.1	eMail Functionality	3 days	Mon 8/10/09	Wed 8/12/09	
106	1.6.3.2	Contact Management	3 days	Mon 8/10/09	Wed 8/12/09	
107	1.6.3.3	Calendar	3 days	Mon 8/10/09	Wed 8/12/09	
108	1.6.3.4	eDiscovery	3 days	Mon 8/10/09	Wed 8/12/09	
109	1.6.3.5	Archive & Backup	3 days	Mon 8/10/09	Wed 8/12/09	
110	1.6.3.6	Collaboration Functions	3 days	Mon 8/10/09	Wed 8/12/09	
111	1.6.3.7	Solution Administration Functions	3 days	Mon 8/10/09	Wed 8/12/09	
112	1.6.3.8	Integration Functions	3 days	Mon 8/10/09	Wed 8/12/09	
113	1.6.3.9	Instant Messaging	3 days	Mon 8/10/09	Wed 8/12/09	
114	1.6.3.10	Office Productivity Applications	3 days	Mon 8/10/09	Wed 8/12/09	
115	1.6.3.11	Video Conferencing	3 days	Mon 8/10/09	Wed 8/12/09	
116	1.6.3.12	Virtual Drives (if requested and available)	3 days	Mon 8/10/09	Wed 8/12/09	
117	1.6.3.13	Electronic Translation Tools	3 days	Mon 8/10/09	Wed 8/12/09	
118	1.6.3.14	Video Sharing and Storage Platform	3 days	Mon 8/10/09	Wed 8/12/09	
119	1.6.4	Consolidate Feedback - Revise if necessary	2 days	Thu 8/13/09	Fri 8/14/09	
120	1.6.5	City Task - Complete User Acceptance Check List	0 days	Fri 8/14/09	Fri 8/14/09	
121	1.7	Migrate Users	54 days	Fri 8/14/09	Thu 10/29/09	
122	1.7.1	Phase I - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 8/14/09	Fri 8/21/09	
123	1.7.1.1	Migrate Calendar + Contact	1 wk	Mon 8/17/09	Fri 8/21/09	
124	1.7.1.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Mon 8/17/09	Fri 8/21/09	
125	1.7.1.3	CSC Deliverable - Users are live	0 hrs	Fri 8/14/09	Fri 8/14/09	
126	1.7.2	Phase II - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 8/21/09	Fri 8/28/09	



Implementation Plan						
ID	WBS	Task Name	Duration	Start	Finish	
127	1.7.2.1	Migrate Calendar + Contact	1 wk	Mon 8/24/09	Fri 8/28/09	
128	1.7.2.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Mon 8/24/09	Fri 8/28/09	
129	1.7.2.3	CSC Deliverable - Users are live	0 hrs	Fri 8/21/09	Fri 8/21/09	
130	1.7.3	Phase III - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 8/28/09	Fri 9/4/09	
131	1.7.3.1	Migrate Calendar + Contact	1 wk	Mon 8/31/09	Fri 9/4/09	
132	1.7.3.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Mon 8/31/09	Fri 9/4/09	
133	1.7.3.3	CSC Deliverable - Users are live	0 hrs	Fri 8/28/09	Fri 8/28/09	
134	1.7.4	Phase IV - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 9/4/09	Fri 9/11/09	
135	1.7.4.1	Migrate Calendar + Contact	1 wk	Mon 9/7/09	Fri 9/11/09	
136	1.7.4.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Mon 9/7/09	Fri 9/11/09	
137	1.7.4.3	CSC Deliverable - Users are live	0 hrs	Fri 9/4/09	Fri 9/4/09	
138	1.7.5	Phase V - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 10/23/09	Thu 10/29/09	
139	1.7.5.1	Migrate Calendar + Contact	1 wk	Fri 10/23/09	Thu 10/29/09	
140	1.7.5.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Fri 10/23/09	Thu 10/29/09	
141	1.7.5.3	CSC Deliverable - Users are live	0 hrs	Tue 10/27/09	Tue 10/27/09	
142	1.7.6	Phase VI - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 10/23/09	Thu 10/29/09	
143	1.7.6.1	Migrate Calendar + Contact	1 wk	Fri 10/23/09	Thu 10/29/09	
144	1.7.6.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Fri 10/23/09	Thu 10/29/09	
145	1.7.6.3	CSC Deliverable - Users are live	0 hrs	Tue 10/27/09	Tue 10/27/09	
146	1.7.7	Phase VII - 5 - 10 Server Migrations, 200 - 1000 users per server	5 days	Fri 10/23/09	Thu 10/29/09	
147	1.7.7.1	Migrate Calendar + Contact	1 wk	Fri 10/23/09	Thu 10/29/09	
148	1.7.7.2	City Task - Archive GroupWise Inbox using Archive to Go	1 wk	Fri 10/23/09	Thu 10/29/09	
149	1.7.7.3	CSC Deliverable - Users are live	0 hrs	Tue 10/27/09	Tue 10/27/09	
150	1.8	City Task (shared) - Project Close Out Meeting	1 day	Fri 10/30/09	Fri 10/30/09	
151	1.9	CSC Deliverable - Installation Complete	0 days	Fri 10/30/09	Fri 10/30/09	

11 June 2009



Appendix E

Pricing Schedule and Catalog



**Appendix E.1
City and County of LA Pricing Schedule**

Price for 30,000 users; Installation charge up-front; without email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
30000	\$890,900	\$34.25	\$41.99	\$41.99	\$41.99	\$41.99

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
30000	\$890,900	\$1,027,500	\$1,259,700	\$1,189,700	\$1,259,700	\$1,259,700	\$6,887,200

Price for 17,000 users; Installation charge up-front; without email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
17000	\$890,900	\$34.25	\$44.25	\$44.25	\$44.25	\$44.25

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
17000	\$890,900	\$582,250	\$752,250	\$726,420	\$752,250	\$752,250	\$4,456,320



Price for 30,000 users; Installation charge up-front; includes email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
30000	\$890,900	\$38.70	\$47.99	\$47.99	\$41.99	\$41.99

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
30000	\$890,900	\$1,161,000	\$1,439,700	\$1,359,700	\$1,259,700	\$1,259,700	\$7,370,700

Price for 17,000 users; Installation charge up-front; includes email-archive migration

Total Number of Users in Contract	Installation Price	Base Year 1 Unit Price per User	Base Year 2 Unit Price per User	Base Year 3 Unit Price per User	Option 1 Unit Price per User	Option 2 Unit Price per User
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving
17000	\$890,900	\$38.99	\$49.19	\$49.19	\$44.25	\$44.25

Total Number of Users in Contract	Installation Price	Base Year 1 Price	Base Year 2 Price	Base Year 3 Price	Option 1 Price	Option 2 Price	Total Installation, Base & Option Year Price
		7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	7 Year Archiving	
17000	\$890,900	\$662,830	\$836,230	\$807,530	\$752,250	\$752,250	\$4,701,990

**Pricing Notes:**

- CSC's solution is based upon an annual pre-paid subscription pricing model for End User Accounts.
- The initial term for End User Accounts purchased prior to the Service Commencement Date will be twelve months beginning on the Service Commencement Date.
- End User Accounts purchased after the Service Commencement Date will have a prorated term ending on the anniversary of the Service Commencement Date.

LA SECS Renewal Discount

The CSC/Google team is also offering the City of LA incentives based on catalog utilization by other CA public agencies.

The CSC/Google Team agrees to provide The City the following additional discounts on the Services subject to the conditions noted below:

- a. If The City has entered Customer orders with CSC/GOOGLE for entities other than the City of Los Angeles (collectively, "Other California Entities") before July 31, 2010 containing an aggregate of at least 100,000 End User Accounts, then CSC/GOOGLE agrees to provide The City a \$10 per End User Account per year discount on The City's prices for the Services for the following one year's charges for The City's order with CSC/GOOGLE for the City of Los Angeles (only).
- b. If The City has entered Customer orders with CSC/GOOGLE for Other California Entities before July 31, 2011 containing an aggregate of at least 100,000 End User Accounts, then CSC/GOOGLE agrees to provide The City a \$5 per End User Account per year discount on The City's prices for the Services for the following one year's charges for The City's order with CSC/GOOGLE for the City of Los Angeles (only). Notwithstanding the foregoing, if the discount in paragraph (a) has been applied previously or the discount in paragraph (c) applies, then the discount in this paragraph (b) shall not apply.
- c. If The City has entered Customer orders with CSC/GOOGLE for Other California Entities before July 31, 2011 containing an aggregate of at least 250,000 End User Accounts, then CSC/GOOGLE agrees to provide The City a \$10 per End User Account per year discount on The City's prices for the Services for the following one year's charges for The City's order with CSC/GOOGLE for the City of Los Angeles (only).
- d. Notwithstanding the foregoing, the discounts set forth above shall apply for no more than 30,000 End User Accounts for the City of Los Angeles only.

In essence, the City can benefit from options a only, b only, c only or a and c.



**Appendix E.2
Catalog and Catalog Pricing**

**CALIFORNIA MUNICIPALITIES GOOGLE APPS PREMIER EDITION
Software as a Service (SaaS) CATALOG**

Description of Services

Google Apps is a purpose-built messaging and collaboration platform which meets or exceeds core and additional SECS requirements. The Google Apps suite of applications provides solutions for business e-mail, information sharing and security. Google Apps is a SaaS platform suite that meets or exceeds the City's SECS requirements. In addition to common services like e-mail, word processing, spreadsheets, presentations, calendars, and instant messaging, our solution also offers the ability to create and share survey-style questionnaires using Forms, multipurpose Wiki-style web pages using Google Sites, and all-purpose movies in Google Video. The concept behind Google Apps is to simplify the creation, production, and dissemination of information so City workers can focus more on their work and less on how to use the technology. This simplicity in everyday tasks will translate into greater productivity for your municipality. Each Google Apps component alone is a functional, easy to use, productivity oriented solution to workers' everyday computing needs. More importantly, together, the components are designed for seamless interoperability and easy collaboration. Because Google Apps is so popular among the general public, chances are your employees are familiar with Gmail and Docs already and know how to use them. For municipal workers who are unfamiliar with Google Apps, it offers an intuitive interface and short learning curve. This will reduce training time and minimize the disruption involved in changing to SECS implementations.

The seamless, secure Google Apps suite of products comprehensively addresses all typical e-mail solution requirements as shown in the **Exhibit** below.

Core Solutions	Team CSC Solutions
E-Mail Requirements	Google Gmail
Contact Management	Google Contacts
Calendar	Google Calendar
e-Discovery	Google Message Discovery
Archive and Backup	Google Message Discovery
Collaboration	Google Sites/Google Docs.
Solution Administration	Google Apps and Custom Cloud Integration Services (under T&M)
Disaster Recovery	Google Apps

9054-999

Major Requirements and Team CSC Solutions. *The Google Apps solution results in greater efficiency and significantly reducing implementation risks.*

Scope of Offering

The scope of this catalog is:

- For use by State of CA and other CA public agencies only



- Catalog work will be performed as part of the LA SECS contract
- All Contract terms and scope from the LA City SECS contract apply

Points of Contact (POCs)

- LA City POC is Kevin Crawford
- CSC Team POC is Terry Miller, Business Development, (703) 876-1473

Scope of Catalog Services

This Catalog provides for both the work activities required to transition the agency and users' current environment and data to Google Apps Premier Edition and the on-going operations of Google Apps as software service (SaaS), including any optional Archive services purchased.

Activity 1 – Installation and Setup

Depending on the specific customer environment, a different set of Installation and Setup activities must be performed to prepare for Google Apps Software as a Service (SaaS) operations. These activities are listed below in general; the specific activities and number of required hours will be specified for each specific public agency based on their needs.

This work is performed under either T&M or FFP rates as negotiated.

T&M rates are in Addendum 1 to this catalog.

Typical Installation and Setup activities are listed below. We customize this set of activities to meet your needs and your environment.

A standard implementation schedule contains eight essential phases that reflect our work plan.

- ***Project Kick-off and Initiation***

During this phase Team CSC will coordinate with the customer to hold a project kick-off meeting. Team CSC will mobilize the installation team, introduce them to the City and review the proposed project plan with the key stakeholders. Team CSC expects the customer to support and facilitate all phases.

- ***Discovery***

During this phase Team CSC will perform a detailed due diligence of the existing e-mail and collaboration environment. Team CSC will review and document the domain strategy and will work with the customer to create an end-user communication strategy for the new enhanced features available within our solutions. Team CSC will revise the detailed project plan for the implementation based upon the due diligence results.



- ***Training***

During this phase Team CSC will prepare training materials for the customer's administrators, and individuals selected by the customer as end-user Trainers. Team CSC will conduct several train-the-trainer sessions for these individuals and provide collateral training material. Additional and detailed level of help information is available online for the Google applications provided.

- ***Migration and Build Out***

During this phase Team CSC will install and configure the tools necessary for interacting with the cloud solution including the Multi-Domain-Manager, the Single-Sign-On-Password-Synch, the LDAP-Synch, and the User-Provisioning-Management tools. If the customer chooses to migrate historical data, then Team CSC will migrate e-mail and archives via a tape transfer (for speed and efficiency) and will install and configure Calendar and Contact Migration tools. We will provision user accounts for Google Apps and start the e-Discovery and archiving solution.

- ***Test***

During this phase Team CSC will perform Unit Testing of all the tool configurations. Team CSC will perform system testing of all migration activities and functional areas. Team CSC will perform User Acceptance Testing to ensure that the solution is ready for the Pilot phase. Team CSC will document and address any discrepancies identified.

- ***Pilot***

During this phase Team CSC will work with the customer to prepare a small group of knowledgeable users to Pilot acceptance of the new solutions. Team CSC recommends the customer identify staffers on single mail server and domain to constitute the Pilot. Once the Pilot group is active for 2 to 3 days, we will ask the designated users to complete the User Acceptance Check List. Upon successful completion and resolution of user acceptance, we will then move the pilot group to production (full-subscription status).

- ***User Cutover/Migration***

During this phase Team CSC will migrate users by e-mail server or cut users over by domain to the new services. We will coordinate the migration with the training schedule to help optimize the availability of customer trainers to the specified user community.



- ***Setup and Install Close Out***

During this phase Team CSC will close down the Setup and Install project and transition into ongoing operations and support.

Activity 2 – Run and Maintain Google Apps Premier Edition as a Service (SaaS)

Run and maintain activity provides the core Google Apps Premier Edition functionality after transition, migration and training is done. Run and Maintain is procured on a fixed price per seat pre-paid annual subscription basis.

The price schedule for Google Apps SaaS operations is in Addendum 2.



Addendum 1 – T&M
California Multiple Award Schedule (CMAS)

Contractor Site Rates

Labor Category	CMAS	CMAS	CMAS
	Year 3	Year 4	Year 5
	4/1/2009	4/1/2010	4/1/2011
	3/31/2010	3/31/2011	6/30/2012
Project Manager	\$123.97	\$128.31	\$132.80
Quality Assurance Analyst	\$55.42	\$57.36	\$59.37
ADP Administration Specialist (Administrative)	\$39.29	\$40.66	\$42.09
Senior Functional Analyst	\$101.61	\$105.17	\$108.85
Functional Analyst	\$81.82	\$84.69	\$87.65
Principal Systems Architect	\$140.07	\$144.97	\$150.04
Principal Information Engineer	\$122.09	\$126.36	\$130.78
Senior Information Engineer	\$100.21	\$103.72	\$107.35
Senior Computer Systems Analyst	\$83.40	\$86.32	\$89.34
Database Management Specialist	\$75.49	\$78.13	\$80.87
Data Entry Clerk (Administrative)	\$27.51	\$28.47	\$29.46
Computer Operations Manager	\$56.04	\$58.00	\$60.03
System Administrator	\$47.22	\$48.87	\$50.58
System Operator	\$39.69	\$41.08	\$42.51
Help Desk Manager	\$59.63	\$61.72	\$63.88
Help Desk Specialist	\$48.48	\$50.17	\$51.93
Communications Network Manager	\$53.48	\$55.35	\$57.29
Documentation Specialist	\$31.10	\$32.19	\$33.31
Technical Writer/Editor	\$46.66	\$48.29	\$49.98
Sr. Computer Security Systems Spec.	\$79.23	\$82.00	\$84.87
Computer Security Systems Specialist	\$57.53	\$59.54	\$61.63
Administrative Graphics Specialist (Administrative)	\$35.55	\$36.79	\$38.08
Electronic Meeting Facilitator	\$92.97	\$96.22	\$99.59
Electronic Meeting Technographer	\$35.95	\$37.21	\$38.51
Learning Architect	\$96.91	\$100.31	\$103.82
Instructional Designer	\$80.03	\$82.83	\$85.73
Web Architect	\$142.12	\$147.09	\$152.24
Data Communications Manager (Administrative)	\$152.96	\$158.32	\$163.86
Communication Analyst, Sr. (Administrative)	\$118.17	\$122.31	\$126.59
Communication Analyst, Inter. (Administrative)	\$96.54	\$99.92	\$103.41
Software Engineer II	\$61.69	\$63.85	\$66.08
Project Analyst I	\$65.75	\$68.06	\$70.44



Senior Network Engineer	\$95.33	\$98.67	\$102.12
Data Base Specialist	\$94.91	\$98.23	\$101.67
Network Engineer	\$83.25	\$86.16	\$89.18
Principal Industry/Functional Area Expert	\$316.84	\$327.93	\$339.41
Senior Industry/Functional Area Specialist	\$279.36	\$289.14	\$299.26
Principal ERP Product Expert	\$353.61	\$365.99	\$378.80
Senior ERP Product Specialist	\$284.68	\$294.65	\$304.96
Principal ERP Business/Architectural Expert	\$353.61	\$365.99	\$378.80
Senior ERP Business/Architectural Specialist	\$249.12	\$257.84	\$266.87
Senior ERP Analyst/Designer	\$249.12	\$257.84	\$266.87
ERP Analyst/Designer	\$199.29	\$206.27	\$213.48
Senior ERP Modeler/Developer	\$249.12	\$257.84	\$266.87
ERP Modeler/Developer	\$177.94	\$184.17	\$190.61
Principal INFOSEC Consulting Engineer	\$284.68	\$294.65	\$304.96
Senior INFOSEC Consulting Engineer	\$249.12	\$257.84	\$266.87
INFOSEC Development Engineer	\$180.32	\$186.63	\$193.17
Senior INFOSEC Systems Specialist	\$120.21	\$124.42	\$128.77
INFOSEC Systems Technical Specialist	\$99.63	\$103.12	\$106.73
Senior INFOSEC Applications Developer	\$144.26	\$149.31	\$154.53

City of LA ITA SaaS Rates

Contractor Site Rates

Labor Category	Base Year 1	Base Year 2	Base Year 3 (See Note)
Senior Technical Consultant - Implementation Mgr	\$242.13	\$249.09	\$256.28
Technical Consultant #1	\$220.30	\$226.61	\$233.14
Senior Trainer	\$220.30	\$226.61	\$233.14

Note: Base Year 3 rates valid through contract completion



Addendum 2
Catalog Prices for State of CA and CA Public Agencies

For New Orders and renewals of orders placed on or before July 31, 2010		
	List Price (for comparison)	CA Sell Price (per user per year)
Google Apps Premier Edition (GAPE) Standalone	\$50.00	\$37.50
GAPE + Google Message Discovery, 1 year retention	\$63.00	\$47.25
GAPE + Google Message Discovery, 10 year retention	\$83.00	\$62.25
For New Orders and renewals of orders placed after July 31, 2010		
	List Price (for comparison)	CA Sell Price (per user per year)
Google Apps Premier Edition (GAPE) Standalone	\$50.00	\$42.50
GAPE + Google Message Discovery, 1 year retention	\$63.00	\$53.55
GAPE + Google Message Discovery, 10 year retention	\$83.00	\$70.55
Notes:		
1) Sell Prices are for Software as a Service (SaaS) Google apps and archive operations 2) Prices are valid thru Jun 30, 2012 3) Prices are available in minimum increments of 1000 users unless the agency is smaller than 1000 users; then the agency can purchase less than 1000 seats so long as they cover all their e-mail users 4) Sell Prices are an annual pre-paid subscription 5) Prices here are net to CSC; any LA City contract utilization fees are in addition 6) All LA SECS contract terms apply 7) Prices are for operations of GAPE service only; installation, setup, training, data migration, etc. are priced separately		

11 June 2009



Appendix F

Service Level Agreement



Appendix F Google Apps Service Level Agreement

Google Apps SLA. During the Term of the applicable Google Apps Agreement, the Google Apps Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Google Apps SLA"). If Google does not meet the Google Apps SLA, and if Customer meets its obligations under this Google Apps SLA, Customer will be eligible to receive the Service Credits described below from Customer's Reseller. This Google Apps SLA states Customer's sole and exclusive remedy for any failure by Google to provide the Service.

Definitions. The following definitions shall apply to the Google Apps SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Google Apps Covered Services" means the GMail, Google Calendar, Google Talk, Google Docs, and Google Sites components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Google notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Google Apps SLA, and will not be counted towards any Downtime Periods.

"Service" means the service provided by Google to Customer under the applicable Google Apps Agreement.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term by Customer's Reseller, at no charge to Customer
< 99.9% - ≥ 99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15



Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Reseller or Google, or Customer's Reseller must notify Google, within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Reseller on behalf of Google to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

Google Apps SLA Exclusions. The Google Apps SLA does not apply to any service that expressly exclude this Google Apps SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors outside of Google's reasonable control; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).

11 June 2009



Appendix G

List of Key Personnel



Appendix G List of Key Personnel

City of Los Angeles

1. During Implementation:

- 1) Randi Levin, General Manager & CTO
Contract Owner
213-978-3311
Randi.levin@LACity.org
- 2) Kevin Crawford, Assistant General Manager
City Representative for SECS Contract
213-978-3311
Kevin.Crawford@LACity.org
- 3) Maryam Abbassi, Information Services Mgr II
PMO, Director
213-473-9797
Maryam.Abbassi@LACity.org
- 4) Emilia Yanez, Information Services Manager I
SECS Project Manager
213-922-8379
Emilia.Yanez@LACity.org

2. Post Implementation:

- 1) Randi Levin, General Manager and CTO
Contract Owner
213-978-3311
Randi.levin@LACity.org
- 2) Kevin Crawford, Assistant General Manager
City Representative for SECS Contract
213-978-3311
Kevin.Crawford@LACity.org
- 3) Laura Ito, Chief Management Analyst
Finance, Director
213-978-3310
Laura.Ito@LACity.org
- 4) Irene Mayeda, Sr Management Analyst
SECS Contract Financial Analyst
213-978-3310
Irene.Mayeda@LACity.org



CSC

1. During Implementation:

- 1) Tom Anderson
President, Civil and Health Services Group
703-641-3735
tanderson6@csc.com
- 2) David W. Beach
Principal Contracts Administrator
410-691-6624
dbeach3@csc.com
- 3) David A. Barber
Project Manager
410-691-6530
dbarber7@csc.com

2. Post Implementation:

- 1) Tom Anderson
President, Civil and Health Services Group
703-641-3735
tanderson6@csc.com
- 2) David W. Beach
Principal Contracts Administrator
410-691-6624
dbeach3@csc.com
- 3) David A. Barber
Project Manager
410-691-6530
dbarber7@csc.com

Escalation of issues relating to this contract shall be from lowest to highest numbered contact above.

11 June 2009



Appendix H

Contractor Service Rates



**Appendix H
Contractor Service Rates**

California Multiple Award Schedule (CMAS)

Contractor Site Rates

Labor Category	CMAS	CMAS	CMAS
	Year 3	Year 4	Year 5
	4/1/2009	4/1/2010	4/1/2011
	3/31/2010	3/31/2011	6/30/2012
Project Manager	\$123.97	\$128.31	\$132.80
Quality Assurance Analyst	\$55.42	\$57.36	\$59.37
ADP Administration Specialist (Administrative)	\$39.29	\$40.66	\$42.09
Senior Functional Analyst	\$101.61	\$105.17	\$108.85
Functional Analyst	\$81.82	\$84.69	\$87.65
Principal Systems Architect	\$140.07	\$144.97	\$150.04
Principal Information Engineer	\$122.09	\$126.36	\$130.78
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Senior Computer Systems Analyst	\$83.40	\$86.32	\$89.34
Database Management Specialist	\$75.49	\$78.13	\$80.87
Data Entry Clerk (Administrative)	\$27.51	\$28.47	\$29.46
Computer Operations Manager	\$56.04	\$58.00	\$60.03
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System Operator	\$39.69	\$41.08	\$42.51
Help Desk Manager	\$59.63	\$61.72	\$63.88
Help Desk Specialist	\$48.48	\$50.17	\$51.93
Communications Network Manager	\$53.48	\$55.35	\$57.29
Documentation Specialist	\$31.10	\$32.19	\$33.31
Technical Writer/Editor	\$46.66	\$48.29	\$49.98
Sr. Computer Security Systems Spec.	\$79.23	\$82.00	\$84.87
Computer Security Systems Specialist	\$57.53	\$59.54	\$61.63
Administrative Graphics Specialist (Administrative)	\$35.55	\$36.79	\$38.08
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Electronic Meeting Technographer	\$35.95	\$37.21	\$38.51
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Instructional Designer	\$80.03	\$82.83	\$85.73
Web Architect	\$142.12	\$147.09	\$152.24
Data Communications Manager (Administrative)	\$152.96	\$158.32	\$163.86
Communication Analyst, Sr. (Administrative)	\$118.17	\$122.31	\$126.59
Communication Analyst, Inter. (Administrative)	\$96.54	\$99.92	\$103.41
Software Engineer II	\$61.69	\$63.85	\$66.08



Project Analyst I	\$65.75	\$68.06	\$70.44
Senior Network Engineer	\$95.33	\$98.67	\$102.12
Data Base Specialist	\$94.91	\$98.23	\$101.67
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Senior ERP Product Specialist	\$284.68	\$294.65	\$304.96
Principal ERP Business/Architectural Expert	\$353.61	\$365.99	\$378.80
Senior ERP Business/Architectural Specialist	\$249.12	\$257.84	\$266.87
Senior ERP Analyst/Designer	\$249.12	\$257.84	\$266.87
ERP Analyst/Designer	\$199.29	\$206.27	\$213.48
Senior ERP Modeler/Developer	\$249.12	\$257.84	\$266.87
ERP Modeler/Developer	\$177.94	\$184.17	\$190.61
Principal INFOSEC Consulting Engineer	\$284.68	\$294.65	\$304.96
Senior INFOSEC Consulting Engineer	\$249.12	\$257.84	\$266.87
INFOSEC Development Engineer	\$180.32	\$186.63	\$193.17
Senior INFOSEC Systems Specialist	\$120.21	\$124.42	\$128.77
INFOSEC Systems Technical Specialist	\$99.63	\$103.12	\$106.73
Senior INFOSEC Applications Developer	\$144.26	\$149.31	\$154.53

City of LA ITA SaaS Rates

Contractor Site Rates

Labor Category	Base Year 1	Base Year 2	Base Year 3 (See Note)
Senior Technical Consultant - Implementation Mgr	\$242.13	\$249.09	\$256.28
Technical Consultant #1	\$220.30	\$226.61	\$233.14
Senior Trainer	\$220.30	\$226.61	\$233.14

Note: Base Year 3 rates valid through contract completion
 Base Year 1 will begin as of the date the contract signed
 Base Year 2 will begin one day after the first anniversary date
 Base Year 3 will begin one day after the second anniversary date

11 June 2009



Appendix I

Non-Disclosure Agreement



**Appendix I
Non-Disclosure Agreement**

If the City has a mutual or bilateral agreement, CSC would accept that after review. Otherwise
CSC suggests a bilateral or mutual agreement on Confidential/Proprietary Data and offers the following:

Effective Date:

End Date: **36 months from EFFECTIVE DATE, above.**

To protect certain proprietary or confidential information (either or both of which are herein described as "Proprietary Information"), which may be disclosed between them, Computer Sciences Corporation, which is acting collectively for itself and for its subsidiaries and affiliates (including without limitation CSC Outsourcing Inc.), and the "Participant" identified below agree that:

1. The disclosing party/parties ("Discloser") of Proprietary Information is/are:

CSC Participant Both CSC and Participant

2. The parties desire do not desire to specify representatives authorized to disclose and/or receive Proprietary Information. Lack of specification will not affect the obligations regarding treatment of Proprietary Information. If so desired, the representatives are:

CSC:

Participant:

3. Proprietary Information includes, without limitation, data, which a disclosing party now or in the future possesses relating to certain technical, business, financial, and other information generally considered by that party to be confidential. The parties desire do not desire to specify the type of Proprietary Information to be disclosed under this Agreement and the express purpose for such disclosures. Lack of specification will not affect the obligations regarding treatment of Proprietary Information. If so desired, the Proprietary Information is described as:

for the express purpose of:

Each party acknowledges that unauthorized disclosure or use of the other party's Proprietary Information could cause irreparable harm and significant injury to the other



party. In the event this NDA is in reference to a defined business opportunity, the receiving party shall take all reasonable precautions to prevent current employees of the receiving party with access to the disclosing party's Proprietary Information, from participating on a competing team for the defined business opportunity. Accordingly, each party agrees that the other party shall have the right to seek and obtain immediate injunctive relief from breach or threatened breach of this Agreement, in addition to any other rights and remedies it may have.

4. This Agreement controls only Proprietary Information that is disclosed on or after the Effective Date. This Agreement shall terminate on the End Date. The party receiving the Proprietary Information ("Recipient") will continue to protect Proprietary Information for a period of five (5) years beyond the termination of this Agreement. This clause shall survive termination.

5. Either party may terminate this Agreement upon thirty (30) days' written notice. Within ten (10) days of termination of this Agreement, Recipient will return or destroy all Proprietary Information received (including all copies) and provide the Discloser with documentation attesting to that fact.

6. Recipient shall not disclose Proprietary Information to any third party without the prior written consent of the Discloser and shall limit its disclosure to itself (if an individual), its employees, agents, and consultants having a need to know and who are under non-disclosure obligations no less restrictive than in this Agreement. Recipient shall cooperate with Discloser in fully enforcing any such obligations. Recipient shall protect the disclosed Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Proprietary Information as Recipient uses to protect its own proprietary or confidential information of a like nature. Recipient may make copies of the Proprietary Information as reasonably necessary to effectuate the intent of entering into this Agreement, provided each copy is considered Proprietary Information and all proprietary legends or markings on the original are retained on the copies.

7. Recipient shall have a duty to protect only that Proprietary Information which is: (a) disclosed by the Discloser in writing (to include electronic transmissions and data files) and is marked as "Proprietary" or "Confidential," or with a similar legend, at the time of disclosure; or which is (b) disclosed by the Discloser in any other manner, is identified as proprietary or confidential at the time of disclosure, and is summarized and designated as proprietary or confidential in a written memorandum delivered to the Recipient within fifteen (15) days of disclosure.

8. The obligations herein will not apply to any information which is: (a) available to the public other than by breach of this Agreement by Recipient; (b) rightfully received by Recipient from a third party without proprietary or confidential limitations; (c) independently developed by Recipient's employees; (d) known to Recipient prior to first



receipt of same from Discloser; or (e) hereinafter disclosed by the Discloser to a third party without restriction or disclosure.

9. Each Discloser warrants that it has the right to make the disclosures under this Agreement. Neither party makes any express warranties and both disclaim all implied warranties with respect to information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose, or freedom from patent or copyright infringement, whether arising by law, custom, or conduct. In no event shall either party be liable for special, incidental, indirect, or consequential damages.

10. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the Proprietary Information. Either party may, at its sole discretion, using its own information, offer such products for sale and may modify them or discontinue the sale at any time.

11. Neither party has an obligation under this Agreement to purchase any product or service from the other party. The parties do not intend that any agency or partnership relationship be created by them by this Agreement. All additions or modifications to this Agreement must be made in writing and signed by both parties. This Agreement is the full understanding of the parties relative to the protection of Proprietary Information and supersedes all other understandings with respect thereto. Neither party acquires any licenses or any other intellectual property rights of the other party under this Agreement. This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia, excluding its principles of conflicts of laws.

12. Recipient may reproduce and disclose Proprietary Information as part of a proposal to a potential customer provided that: (a) if the customer is the U.S. Government, the Proprietary Information shall be disclosed pursuant to and bearing the appropriate legends set forth in the applicable regulations; (b) if the customer is other than the U.S. Government, the customer is under non-disclosure obligations no less restrictive than in this Agreement; and (c) Recipient informs the Discloser of the intent to reproduce and disclose Proprietary Information as part of a proposal reasonably in advance of doing so, and the Discloser consents in writing.

Computer Sciences Corporation

_____(Address)

_____(City, State, Zip Code)

Signature: _____

Name: _____

Title: _____

Date: _____

11 June 2009



Participant: (Company Name)

_____(Address)

_____(City, State, Zip Code)

Signature: _____

Name: _____

Title: _____

Date: _____

11 June 2009



Appendix J

Google Services Agreement



Appendix J Google Apps Premier Edition Agreement

This Google Apps Premier Online Agreement (the "**Agreement**") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("**Google**") and the entity agreeing to these terms ("**Customer**"). This Agreement is effective as of the date you click the "I Accept" button below (the "**Effective Date**"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please do not click the "I Accept" button below. This Agreement governs Customer's access to and use of the Service.

1. Services.

1.1. **Generally.** Google will provide the Services to Customer during the Term of this Agreement. Google will provide Customer with a password and an Admin Account to use for administering the End User Accounts, and other relevant features of the Service, if applicable. Customer may use the Services to: (a) provide End User Accounts to its End Users; and (b) administer End User Accounts through the Admin Console.

1.2. **Facilities.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.

1.3. Modifications.

a. **To the Services.** Google may make commercially reasonable modifications to the Service, or particular components of the Service, from time to time. Google will use commercially reasonable efforts to notify Customer of any such changes.

b. **To Applicable Terms.** If Google makes a material change to the URL Terms, then Google will notify Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current



term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

1.4. Customer Domain Name Ownership. Prior to providing the Services, Google may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

1.5. Privacy Policies. Google will comply with the Privacy Policy and the Privacy Notice. Changes to the Privacy Policy and the Privacy Notice will be made as stated in the applicable policy.

1.6. Ads.

a. Default Setting. The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

b. Generally. Ads will comply with the AdWords Guidelines. Except as stated otherwise under this Agreement, Google will neither contact the End Users directly through email, nor authorize a third party to contact the End Users directly by email, for advertising purposes. If Google is authorized to serve Ads, any revenue generated from the display of Ads will be retained by Google and will not be subject to any revenue sharing.

1.7. Data Transfer. As part of providing the Service, Google may store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

2. Customer Obligations.

2.1 Compliance with the Agreement. Customer will comply with the Acceptable Use Policy and the Agreement, and will use best efforts to ensure its End Users do the same. Google may make additional applications, features or functionality available from time to time through the Service, the use of which may be contingent upon Customer's agreement to additional terms. Customer agrees that its use of the APIs or the Domain Service is subject to its compliance with the API Terms of Use, or Domain Service Terms, as applicable.

2.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names. Google reserves the right to be copied on emails sent to these aliases for Customer Domain Names.



2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access the Admin Account and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account; (b) designating those of its employees who are authorized to access the Admin Account; and (c) ensuring that all activities that occur in connection with the Admin Account comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of Customer's electronic messaging system or messages and that Google is merely a data-processor.

2.4 Privacy. Customer agrees to protect the privacy rights of its End Users under all applicable laws and regulations. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain consent from all End Users to Customer's access, monitoring, use or disclosure of this data, and to Google providing Customer with the ability to do so. Customer is responsible for obtaining any necessary authorizations from End Users to enable Google to provide the Services.

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

3. Requesting End User Accounts; Service Term.

3.1 Initial Term; Prorated Terms. The initial term for End User Accounts purchased prior to the Service Commencement Date will be twelve months beginning on the Service Commencement Date. End User Accounts purchased after the Service Commencement Date will have a prorated term ending on the anniversary of the Service Commencement Date. Google may revise its rates with at least thirty days prior written notice to Customer, including by email, effective for the following term.

3.2 Automatic Renewal. The default setting for the Services is auto renewal for all End User Accounts. If the automatic renewal setting is enabled, after the initial term each End User Account will automatically renew on each anniversary of the Service Commencement Date for an additional twelve month term. Customer will pay Google the then-current yearly Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Google via the Admin Console.

3.3 Disabling Automatic Renewal. Customer may disable the automatic renewal option via the Admin Console. If Customer disables this automatic renewal setting,



Customer's End User Accounts will terminate upon the conclusion of the then current term. Google may re-enable the automatic renewal setting on Customer's behalf if Customer reduces or modifies the number of End User Accounts scheduled for renewal via the Admin Console.

3.4 Requesting End User Accounts. Customer may request End User Accounts by: (i) notifying its designated Google Account Manager; (ii) ordering End User Accounts via the Admin Console.

4. Payment.

4.1 Payment. All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.

a. Credit Card Orders. Fees for Credit Card orders are due immediately upon order placement. Google will bill the credit card provided via the Order Page for all applicable Fees when due. If credit card authorizations or charge attempts are declined, Google may immediately disable or cancel the Service, in its sole discretion.

b. Invoice Orders. Fees for orders where Google issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent thirty days after the date of the applicable invoice.

4.2 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

4.3 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for such amounts. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such payments.

5. Technical Support Services.

5.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Service. Customer will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalation to Google.

5.2 By Google. If Customer cannot resolve a support issue, then Customer may escalate the issue to Google in accordance with the applicable TSS Guidelines. Google will respond in accordance with the applicable TSS Guidelines.



6. Suspension.

6.1 Of End User Accounts By Customer. If Customer becomes aware of an End User's violation of the Agreement, unless Google agrees otherwise in writing (including by email), Customer may Suspend the applicable End User Account. The duration of any Suspension will be until the applicable End User cures the breach giving rise to such Suspension. Customer may Suspend its End Users for its own reasons.

6.2 Of End User Accounts by Google. If Customer fails to Suspend an End User Account pursuant to Section 6.1 above, then Google may specifically request that Customer do so. If Customer fails to comply with Google's request to Suspend an End User Account, then Google reserves the right to do so. The duration of any Suspension by Google will be until Google is reasonably satisfied that the applicable End User has cured the breach which caused the Suspension.

6.3 Of the Services by Google. If: (i) Customer materially violates this Agreement; (ii) Google provides Customer with commercially reasonable notice of this violation (which may be by email to the Notification Email Address); (iii) Google uses commercially reasonable efforts to discuss and resolve the violation with Customer; and (iv) despite the foregoing, the violation is not resolved to Google's reasonable satisfaction, then Google reserves the right to Suspend administrative access to the Service, or to particular components of the Service. If, after all of the foregoing, Customer still has not cured a violation within thirty days of the commencement of a suspension under this Section, then Google may immediately terminate the Services for cause.

6.4 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates,



employees and agents in violation of this Section.

7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

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

7.4 The Admin Tool and Third Party Requests.

a. Admin Tool. Google will provide the Admin Tool only as a part of providing the Service. Customer misuse of the Admin Tool is considered a material breach of the Agreement.

b. Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, unless it is prohibited by law or by the terms of the Third Party Request: (a) promptly notify

Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c)

provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will

contact Google only if it is insufficient for Customer's needs.

8. Intellectual Property Rights; Brand Features.

8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in

Customer Data, and Google owns all Intellectual Property Rights in the Services.

8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer, and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. If Customer wants to display Google Brand Features in connection with the Services, Customer will comply with the Trademark Guidelines.



8.3 Brand Features Limitation. Each party may use the other party's Brand Features only as permitted in this Agreement. Any use of a party's brand features will inure to the benefit of the party holding intellectual property rights to those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

9. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) alter the Service Pages; (b) alter information transmitted through the Services to End Users (except as required to comply with the terms of this Agreement or commercially reasonable internal policies of Customer); (c) share content or documentation provided by Google to Customer as a part of Google's provision of the Services with any third party; (d) except as expressly authorized in the Agreement, sell, resell, lease, or the functional equivalent, the Services to a third party; (e) attempt to reverse engineer the Services or any component of the Services; (f) attempt to create a substitute or similar service through use of, or access to, the Services; or (g) use the Services for High Risk Activities.

10. Publicity. Customer hereby consents to Google's inclusion of Customer's name in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent.

11. Representations and Disclaimers.

11.1 Representations. Each party represents that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Google warrants that it will provide the Services in accordance with the applicable SLA. Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

11.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. THE SERVICE IS NEITHER DESIGNED NOR INTENDED FOR HIGH RISK ACTIVITIES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY



SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

12. Termination.

12.1 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

12.2 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately; (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then current rates for the applicable Service; (iii) after a commercially reasonable period of time, Google will delete Customer Data pursuant to the Google Apps Privacy Notice; and (iv) upon request each party will promptly return or destroy all other Confidential Information of the other party.

13. Indemnification.

13.1 By Customer. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's, or its End Users', use of the Services in violation of the Agreement. Google will reasonably assist Customer in presenting clickthrough terms to its End Users, if Customer would like to pass through certain of its obligations under this section to its End Users.

13.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

13.3 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense,



to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

b. **Suspension or Termination.** If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If

Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of the Services

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

14. Limitation of Liability.

14.1 **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

14.2 **Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

14.3 **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

15. Miscellaneous.

15.1 **Notices.** All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.



15.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

15.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction):

(a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

15.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

15.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

15.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

15.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

15.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

15.10 Governing Law. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

15.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

15.12 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.



15.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

15.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

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

16. Definitions.

o "**Account Manager**" means the Google business person working with Customer regarding Customer's purchase of the Services.

o "**Admin Account**" means the administrative account provided to Customer by Google for the purpose of administering the End User Accounts. The use of the Admin Account requires a password, which Google will provide to Customer.

o "**Admin Console**" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

o "**Admin Tool**" means online tools or APIs, or both, provided by Google to Customer to be used by Customer in connection with Customer's administration of the services to End Users, which may include, among other things, account maintenance, enforcement of Customer usage policies, and Third Party Requests.

o "**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

o "**Acceptable Use Policy**" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or other such URL as may be provided by Google.

o "**Ads**" means online advertisements displayed by Google to End Users.

o "**AdWords Guidelines**" means the Google AdWords Editorial Guidelines located at <https://adwords.google.com/select/guidelines.html> or other such URL as may be provided by Google.



- o **"APIs"** means the Google APIs listed here:
<http://code.google.com/apis/apps/overview.html> or other such URL as may be provided by Google.
- o **"API Terms of Use"** means the terms of use here:
http://www.google.com/a/help/intl/en/admins/api_terms.html or other such URL as may be provided by Google.
- o **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- o **"Confidential Information"** means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.
- o **"Customer Data"** means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.
- o **"Customer Domain Names"** mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Page.
- o **"Domain Service"** means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).
- o **"Domain Service Terms"** means the terms at:
http://www.google.com/a/help/intl/en/admins/domain_service_terms.html, or other such URL as may be provided by Google.
- o **"Emergency Security Issue"** means either: (a) an End User's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other End Users' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- o **"End Users"** means the individuals Customer permits to use the Services.
- o **"End User Account"** means Google-hosted accounts provided to End Users through the Services for the purpose of enabling such End Users to use the Service.
- o **"Fees"** means the amounts invoiced to Customer by Google for the Services as described in an Order Page.



- o **"Help Center"** means the Google help center accessible at <http://www.google.com/support/> or other such URL as may be provided by Google.
- o **"High Risk Activities"** means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.
- o **"Intellectual Property Rights"** means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- o **"Notification Email Address"** means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.
- o **"Order Page"** means the online order page Customer completes in signing up for the Services, and which contains: (i) the Service being ordered; (ii) Fees; (iii) number of, and Initial Term for, End User Accounts; (iv) a valid credit card; and (v) Customer Domain Names.
- o **"Privacy Notice"** means the privacy notice located at <http://www.google.com/a/help/intl/en/admins/privacy.html> or other such URL as may be provided by Google.
- o **"Privacy Policy"** means the terms at <http://www.google.com/a/help/intl/en/users/privacy.html> or other such URL as may be provided by Google.
- o **"Purchase Order"** means a Customer issued purchase order.
- o **"Service"** means the Google Apps Message and Collaboration services provided by Google and used by Customer under this Agreement. The Services are as described here:
http://www.google.com/a/help/intl/en/users/user_features.html, or other such URL as may be provided by Google.
- o **"Service Commencement Date"** is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the completed Order Page, unless otherwise agreed by the parties.
- o **"Service Pages"** mean the web pages displaying the Services to End Users.
- o **"SLA"** means the Service Level Agreement here:
<http://www.google.com/a/help/intl/en/admins/sla.html>, or other URL as updated by Google from time to time.



- o **"Suspend"** means the immediate disabling of access to the Service, or components of the Service, as applicable, to prevent further use of the Service.
- o **"Start Page"** means the Google-hosted web page provided through the Start Page Service.
- o **"Start Page Service"** means the service that provides a Google-hosted web page for End Users, and which enables some customization by Customer and some customization by End Users.
- o **"Start Page Terms of Service"** means the terms of service located at the following URL: http://www.google.com/a/help/intl/en/admins/startpage_terms.html, or other such URL as may be provided by Google, and which terms govern Customer's use of the Start Page Service.
- o **"Taxes"** means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.
- o **"Term"** the term of the Agreement will begin upon the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement.
- o **"Third Party Request"** means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.
- o **"Trademark Guidelines"** means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: <http://www.google.com/permissions/guidelines.html>, or other such URL as may be provided by Google.
- o **"TSS"** means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.
- o **"TSS Guidelines"** means Google's technical support services guidelines then in effect for the applicable Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or other URLs as may be provided by Google.
- o **"URL Terms"** means the "SLA" and "Services" definitions, and other terms with which Customer must comply, which are located at a URL and referenced in this Agreement.

ATTACHMENT 2: ANNUAL COSTS AND SAVINGS FROM TRANSITIONING 30,000 USERS TO GOOGLE

Cost Elements	2009-10 Cost	2010-11 Cost	2011-12 Cost	2012-13 Cost	2013-14 Cost	Total Costs
<i>New Google System Costs</i>						
Google Subscriptions	\$ 863,820	\$ 1,439,700	\$ 1,439,700	\$ 1,259,700	\$ 1,259,700	\$ 6,262,620
Implementation Costs	\$ 890,900	\$ -	\$ -	\$ -	\$ -	\$ 890,900
Internet Upgrade - Leases*	\$ 180,000	\$ 180,000	\$ 198,000	\$ 217,800	\$ 239,580	\$ 1,015,380
Internet Upgrade - Hardware	\$ 16,500	\$ 19,800	\$ 23,760	\$ 28,512	\$ 34,214	\$ 122,786
Encryption Keys for LAPD	\$ 9,860	\$ -	\$ -	\$ 10,864	\$ -	\$ 20,724
Total Google System Costs	\$ 1,961,080	\$ 1,639,500	\$ 1,661,460	\$ 1,516,876	\$ 1,533,494	\$ 8,312,410

* The cost are funded by departmental savings and no additional funding is required

Hard Savings

GroupWise Costs

Groupwise Licenses	\$ 539,400	\$ 566,370	\$ 594,689	\$ 624,423	\$ 655,644	\$ 2,980,525
GroupWise Upgrade	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
Associated Applications	\$ 368,513	\$ 386,939	\$ 406,286	\$ 426,600	\$ 447,930	\$ 2,036,267
Office Licenses	\$ 1,706,623	\$ 1,728,458	\$ 1,751,384	\$ 1,162,531	\$ 1,187,808	\$ 7,536,804
Total GroupWise Costs	\$ 2,614,536	\$ 3,031,766	\$ 2,752,358	\$ 2,213,554	\$ 2,291,382	\$ 12,903,596

Google Costs

Groupwise Licenses	\$ 269,700	\$ -	\$ -	\$ -	\$ -	\$ 269,700
GroupWise Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Associated Applications	\$ 235,000	\$ 36,750	\$ 38,588	\$ 40,517	\$ 42,543	\$ 393,397
Office Licenses	\$ 1,597,449	\$ 1,499,192	\$ 1,366,218	\$ 758,106	\$ 763,162	\$ 5,984,126
Total Google Costs	\$ 2,102,149	\$ 1,535,942	\$ 1,404,805	\$ 798,623	\$ 805,704	\$ 6,647,223

Hard Savings (GroupWise Costs minus Google Costs)	\$ 512,387	\$ 1,495,824	\$ 1,347,553	\$ 1,414,931	\$ 1,485,677	\$ 6,256,373
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ATTACHMENT 2: ANNUAL COSTS AND SAVINGS FROM TRANSITIONING 30,000 USERS TO GOOGLE

Cost Elements	2009-10 Cost	2010-11 Cost	2011-12 Cost	2012-13 Cost	2013-14 Cost	Total Costs
Soft Savings						
<i>GroupWise Costs</i>						
Server Refresh	\$ -	\$ 193,200	\$ 193,200	\$ 193,200	\$ 193,200	\$ 772,800
Server Power / Cooling	\$ 138,000	\$ 144,900	\$ 152,145	\$ 159,752	\$ 167,740	\$ 762,537
Server Software	\$ -	\$ 41,262	\$ 41,262	\$ 41,262	\$ 41,262	\$ 165,048
Staffing	\$ 1,427,583	\$ 1,581,087	\$ 1,628,519	\$ 1,677,375	\$ 1,727,696	\$ 8,042,261
<i>Total GroupWise Costs</i>	<u>\$ 1,565,583</u>	<u>\$ 1,960,449</u>	<u>\$ 2,015,126</u>	<u>\$ 2,071,589</u>	<u>\$ 2,129,898</u>	<u>\$ 9,742,646</u>
<i>Google Costs</i>						
Server Refresh	\$ -	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300	\$ 25,200
Server Power / Cooling	\$ 4,500	\$ 4,725	\$ 4,961	\$ 5,209	\$ 5,470	\$ 24,865
Server Software	\$ -	\$ 1,346	\$ 1,346	\$ 1,346	\$ 1,346	\$ 5,382
Staffing	\$ 383,222	\$ 424,429	\$ 437,162	\$ 450,277	\$ 463,785	\$ 2,158,875
<i>Total Google Costs</i>	<u>\$ 387,722</u>	<u>\$ 436,800</u>	<u>\$ 449,769</u>	<u>\$ 463,132</u>	<u>\$ 476,900</u>	<u>\$ 2,214,322</u>
Soft Savings (GroupWise Costs minus Google Costs)	\$ 1,177,861	\$ 1,523,649	\$ 1,565,358	\$ 1,608,458	\$ 1,652,998	\$ 7,528,324

ATTACHMENT 3: FIVE-YEAR COSTS AND SAVINGS FROM TRANSITIONING 30,000 USERS TO GOOGLE

Cost Elements	Groupwise	Google	Costs
<i>New Google System Costs</i>			
Google Subscriptions	\$ -	\$ 6,262,620	\$ 6,262,620
Implementation Costs	\$ -	\$ 890,900	\$ 890,900
Internet Upgrade - Leases	\$ -	\$ 1,015,380	\$ 1,015,380
Internet Upgrade - Hardware	\$ -	\$ 122,786	\$ 122,786
Encryption Keys for LAPD	\$ -	\$ 20,724	\$ 20,724
		Total Google Costs	\$ 8,312,410
<i>Hard Savings</i>			
Groupwise Licenses	\$ 2,980,525	\$ 269,700	\$ 2,710,825
GroupWise Upgrade	\$ 350,000	\$ -	\$ 350,000
Associated Applications	\$ 2,036,267	\$ 393,397	\$ 1,642,870
Office Licenses	\$ 7,536,804	\$ 5,984,126	\$ 1,552,678
		Total Hard Savings (GroupWise Costs minus Google Costs)	\$ 6,256,373
<i>Soft Savings</i>			
Server Refresh	\$ 772,800	\$ 25,200	\$ 747,600
Server Power / Cooling	\$ 762,537	\$ 24,865	\$ 737,672
Server Software	\$ 165,048	\$ 5,382	\$ 159,666
Staffing	\$ 8,042,261	\$ 2,158,875	\$ 5,883,386
		Total Soft Savings (GroupWise Costs minus Google Costs)	\$ 7,528,324

ATTACHMENT 4: ANNUAL COSTS AND SAVINGS FROM FROM TRANSITIONING 17,000 USERS TO GOOGLE

Cost Elements	2009-10 Cost	2010-11 Cost	2011-12 Cost	2012-13 Cost	2013-14 Cost	Total Costs
<i>New Google System Costs</i>						
Google Subscriptions	\$ 512,550	\$ 854,250	\$ 854,250	\$ 752,250	\$ 752,250	\$ 3,725,550
Implementation Costs	\$ 890,900	\$ -	\$ -	\$ -	\$ -	\$ 890,900
Internet Upgrade - Leases*	\$ 180,000	\$ 180,000	\$ 198,000	\$ 217,800	\$ 239,580	\$ 1,015,380
Internet Upgrade - Hardware	\$ 16,500	\$ 19,800	\$ 23,760	\$ 28,512	\$ 34,214	\$ 122,786
Encryption Keys for LAPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Google System Costs	\$ 1,599,950	\$ 1,054,050	\$ 1,076,010	\$ 998,562	\$ 1,026,044	\$ 5,754,616

* The cost are funded by departmental savings and no additional funding is required

Hard Savings

GroupWise Costs

Groupwise Licenses	\$ 305,660	\$ 320,943	\$ 336,990	\$ 353,840	\$ 371,532	\$ 1,688,964
GroupWise Upgrade	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
Associated Applications	\$ 307,413	\$ 322,784	\$ 338,923	\$ 355,869	\$ 373,662	\$ 1,698,651
Office Licenses	\$ 436,697	\$ 458,532	\$ 481,458	\$ 505,531	\$ 530,808	\$ 2,413,026
Total GroupWise Costs	\$ 1,049,770	\$ 1,452,258	\$ 1,157,371	\$ 1,215,240	\$ 1,276,002	\$ 6,150,641

Google Costs

Groupwise Licenses	\$ 152,830	\$ -	\$ -	\$ -	\$ -	\$ 152,830
GroupWise Upgrade	\$ -	\$ 151,667	\$ -	\$ -	\$ -	\$ 151,667
Associated Applications	\$ 173,900	\$ 36,750	\$ 38,588	\$ 40,517	\$ 42,543	\$ 332,297
Office Licenses	\$ 327,523	\$ 229,266	\$ 96,292	\$ 101,106	\$ 106,162	\$ 860,348
Total Google Costs	\$ 654,253	\$ 417,683	\$ 134,879	\$ 141,623	\$ 148,704	\$ 1,497,142

Hard Savings (GroupWise Costs minus Google Costs)	\$ 395,517	\$ 1,034,576	\$ 1,022,492	\$ 1,073,617	\$ 1,127,298	\$ 4,653,499
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ATTACHMENT 4: ANNUAL COSTS AND SAVINGS FROM FROM TRANSITIONING 17,000 USERS TO GOOGLE

Cost Elements	2009-10 Cost	2010-11 Cost	2011-12 Cost	2012-13 Cost	2013-14 Cost	Total Costs
Soft Savings						
<u>GroupWise Costs</u>						
Server Refresh	\$ -	\$ 126,000	\$ 126,000	\$ 126,000	\$ 126,000	\$ 504,000
Server Power / Cooling	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396	\$ 497,307
Server Software	\$ -	\$ 26,910	\$ 26,910	\$ 26,910	\$ 26,910	\$ 107,640
Staffing	\$ 1,188,173	\$ 1,315,934	\$ 1,355,412	\$ 1,396,074	\$ 1,437,957	\$ 6,693,550
<i>Total GroupWise Costs</i>	<u>\$ 1,278,173</u>	<u>\$ 1,563,344</u>	<u>\$ 1,607,547</u>	<u>\$ 1,653,171</u>	<u>\$ 1,700,262</u>	<u>\$ 7,802,497</u>
<u>Google Costs</u>						
Server Refresh	\$ -	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200	\$ 16,800
Server Power / Cooling	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 16,577
Server Software	\$ -	\$ 897	\$ 897	\$ 897	\$ 897	\$ 3,588
Staffing	\$ 293,568	\$ 325,135	\$ 334,889	\$ 344,936	\$ 355,284	\$ 1,653,812
<i>Total Google Costs</i>	<u>\$ 296,568</u>	<u>\$ 333,382</u>	<u>\$ 343,293</u>	<u>\$ 353,506</u>	<u>\$ 364,027</u>	<u>\$ 5,039,738</u>
Soft Savings (GroupWise Costs minus Google Costs)	\$ 981,605	\$ 1,229,962	\$ 1,264,253	\$ 1,299,665	\$ 1,336,235	\$ 6,111,720

ATTACHMENT 5: FIVE-YEAR COSTS AND SAVINGS FROM TRANSITIONING 17,000 USERS TO GOOGLE

Cost Elements	Groupwise Costs	Google Costs	Costs
<i>New Google System Costs</i>			
Google Subscriptions	\$ -	\$ 3,725,550	\$ 3,725,550
Implementation Costs	\$ -	\$ 890,900	\$ 890,900
Internet Upgrade - Leases	\$ -	\$ 1,015,380	\$ 1,015,380
Internet Upgrade - Hardware	\$ -	\$ 122,786	\$ 122,786
Encryption Keys for LAPD	\$ -	\$ -	\$ -
		Total Google Costs	\$ 5,754,616
			Savings
<i>Hard Savings</i>			
Groupwise Licenses	\$ 1,688,964	\$ 152,830	\$ 1,536,134
GroupWise Upgrade	\$ 350,000	\$ 151,667	\$ 198,333
Associated Applications	\$ 1,698,651	\$ 332,297	\$ 1,366,354
Office Licenses	\$ 2,413,026	\$ 860,348	\$ 1,552,678
		Total Hard Savings (GroupWise Costs minus Google Costs)	\$ 4,653,499
<i>Soft Savings</i>			
Server Refresh	\$ 504,000	\$ 16,800	\$ 487,200
Server Power / Cooling	\$ 497,307	\$ 16,577	\$ 480,730
Server Software	\$ 107,640	\$ 3,588	\$ 104,052
Staffing	\$ 6,693,550	\$ 1,653,812	\$ 5,039,738
		Total Soft Savings (GroupWise Costs minus Google Costs)	\$ 6,111,720