PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
CLOUD NAVIGATOR, INC.
FOR
PD MICROSOFT OFFICE 365 TRANSITION SUPPORT SERVICE

THIS AGREEMENT, dated as of the 23 day of April, 2020, is made between **CLOUD NAVIGATOR, INC** a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA,** a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for PD Microsoft Office 365 Transition Support Service (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

    1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services..

    1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

    2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2020, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant

    2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

    3.1 The Consultant shall be compensated in the following manner:

On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed $18,354.40, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2   Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10.   **Nondiscrimination.**

10.1   During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11.   **Attorneys' Fees and Waiver of Jury Trial.**

11.1   In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2   In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12.   **Indemnification.**

12.1   Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to

comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2   The provisions of this section shall survive termination of this Agreement.

12.3   Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13.   **Notices/Authorized Representatives.**

13.1   Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
                      City Manager
                      City of Doral, Florida
                      8401 NW 53rd Terrace
                      Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
                      City Attorney
                      8401 NW 53rd Terrace
                      Doral, Florida 33166

                      For The Consultant:
                      Mark Alexander
                      President
                      Cloud Navigator, Inc.
                      2932 Wellington Circle
                      Tallahassee, FL 32309

14.   **Governing Law.**

14.1   This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

   19.1   The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

   20.1   The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

   21.1   The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

   22.1   Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
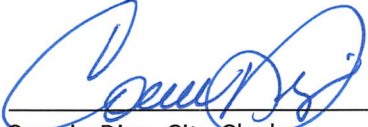
23. **Prohibition of Contingency Fees.**

   23.1   The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

   24.1   This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.
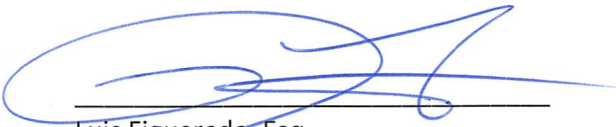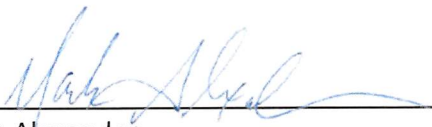
Attest:

_____
Connie Diaz, City Clerk

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

_____
Luis Figueredo, Esq.
City Attorney

CITY OF DORAL

By: _____
Albert P. Childress, City Manager
Date: _____May 19, 2020_____

CLOUD NAVIGATOR, INC.

By: _____
Mark Alexander
President

Date: _____4/27/2020_____

EXHIBIT   **"A"**

SCOPE OF SERVICES

SEE ATTACHED CLOUD NAVIGATOR, INC STATEMENT OF WORK

PD OFFICE 365 TRANSITION SERVICES

City of Doral Police Department

CLOUD NAVIGATOR

OFFICE 365 MIGRATION

Table of Contents

Project Summary

Business Description

City of Doral Police Department is wanting to migrate their current messaging platform to Office 365 in order to leverage the advantages built into Microsoft's Cloud Platform.

Desired Outcomes

City of Doral Police Department wants to...

- migrate users from their current on-premise Exchange 2010 SP2 environment to Office 365. The total number of users\mailboxes to be migrated is 300
- migrate all Exchange data
- initial setup and configuration of Teams

Cloud Navigator Approach Overview

Cloud Navigator is proposing a migration to Office 365 for City of Doral Police Department using our phased migration process. This will allow for the users to retain a single e-mail mailbox and provide for a seamless migration to Office 365. Our approach has been used, tested and verified during hundreds of migrations from any number of customer messaging environments over the last 8+ years.

Return on Investment

The result at the completion of this project will achieve the overall goal of a modern and robust messaging platform, and better communication and collaboration for all users.

Scope of Work

Summary of Work to be Completed – Fixed Price

City of Doral Police Department Office 365 Migration Services

- Setup and Configure City of Doral Police Department Office 365 tenant
- Setup and Configure Windows Active Directory Sync using Azure AD Connect to support multi-forest synchronization
- Configure and Validate Exchange Hybrid servers
- Perform validation of user identities for the preservation of existing user properties
- Perform testing of Coexistence (Mail flow, Free/Busy, Outlook Permissions)
- Conduct 1 Early Adopter Migration of up to 5 Users
- Conduct 1 Pilot Migration of up to 10 Users
- Perform Migration of ~285 remaining User Mailboxes containing approximately
- Migrate 48 Distribution Lists
- No Public Folders to be migrated
- No Shared Mailboxes
- No Resource Mailboxes
- Verify Mobile Device Access for Office 365 via Mobile Devices
- Setup and configure Teams
- Provide post migration support using a bridge line for day after velocity migrations
- Provide up to 4 hours of post migration technical support
- Dedicated team working remotely with your IT professionals throughout every stage of the O365 migration

Summary of Work to be Completed – Time & Materials

- Decommission on-premise Exchange Server – Time & Materials Estimate

Time & Materials Pricing – Exchange Server Decommission

Because of the nature of the Exchange Server Decommissioning process, the ability to know upfront what this cost will be is an unknown. There are simply too many factors involved and every client's circumstances can vary greatly from one environment to the next. Therefore, in order to reduce risk for all parties and be completely transparent, we have found in our experience, that doing this as a Time & Materials effort works best for everyone. The Deployment Architect rate is $148.10\hour and will be used for this part of the project. We are estimating that this effort will take 24 hours to complete, with the understanding that the customer will not be charged for unused hours, if the process takes less than 24 hours, and that additional hours can be added if the process takes more than 24 hours.

3rd Party Archive Data – Enterprise Vault

Due to the existence of a 3rd party Email Archive solution, and the intention to continue to leverage that technology, no scope language has been used to address leveraging Office 365 Online Archive. This can be addressed in a separate Statement of Work if desired by City of Doral Police Department. Office 365 can be used to 'Journal' back to the existing on-premise solution if needed.
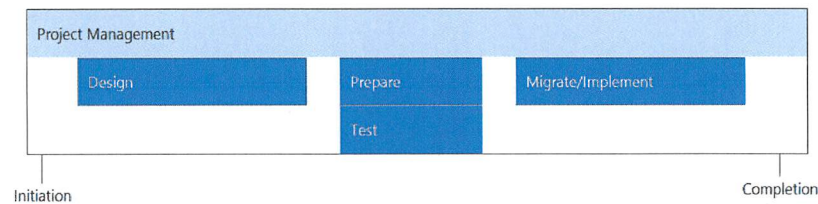
Project Scope & Methodology

The scope of the project includes the planning, preparation, and migration of the user data shown below from the current Exchange 2010 environment to the specified Office 365 target tenant.

Source Platform	Target Platform	Mailbox Quantity
☒ Exchange Server 2010 SP2	City of Doral Police Dept. Office 365 Tenant	~300 Mailboxes

Project Approach

This project will utilize a structured approach which includes Project Management and a Discovery/Design/Plan Phase, a Prepare Phase, a Test Phase, and a Migrate/Implement Phase. This approach provides the Customer with a deployment strategy with defined entrance and exit criteria. Deliverables are well-defined and adhere to a mutually agreed-upon high-level timeline. At specific points throughout the project, interim checkpoints may be conducted to validate that the project is ready to proceed to the next phase of activities.

Once the contract has been executed and project work can commence, Cloud Navigator will work with the Customer to set up and hold a Project Kick-Off Meeting. This and other Project Management tasks are described in greater detail in the Work Breakdown Structure section of this SOW. Upon completion of the Project Kick-Off Meeting, Cloud Navigator and the Customer will begin efforts to complete Discovery/Design/Plan activities, Prepare activities, Test activities, and Migration/Implement activities.

Project Management

A primary activity throughout the Project will be the initial and subsequent joint reviews of the proposed project timeline and anticipated timeframes to ensure that all parties are fully communicated with, fully aware of responsibilities, and adhere to time constraints.

PROJECT MANAGEMENT ACTIVITIES IN SCOPE

Actions/Activities	Owner

• Schedule and conduct joint Project Initiation Kick-Off Meeting including:
   – Project Scope, Draft High-Level Project Schedule, Resources and assignments, Introduction of the project team
• Provide project management throughout the life cycle of the project.
• Compile weekly status reports for distribution to the project team.
• Provide customer with migration list collection template Excel document
• Identify, analyze, and prioritize risks and issues that need to be actively managed.
• Schedule and conduct weekly status meetings to include:
   – Review project status including decisions, risks, issues, constraints, action items, etc.
• Provide communication templates for the customers to modify as appropriate for communicating with their users.
• Review of migration list collection Excel document template
• Conduct project close-out upon completion of all migrations/deployments.
	Cloud Navigator

• Coordinate participation in joint Project Initiation kick-off meeting • Coordinate SME participation in all technical planning and Design meetings • Develop and deploy communication for end users and leadership • Complete updates to Migration List Excel Document and return to Cloud Navigator	Customer
Exit Criteria: • All deliverables have been completed and accepted by Customer. • All work is completed.	Cloud Navigator /Customer

Discovery-Plan-Design Phase

During the Design Phase, Cloud Navigator will work closely with the Customer to ensure alignment between the project technical requirements and goals. After the Detail Design is complete, Cloud Navigator will document and review all findings with the project team. Design documentation where appropriate will clearly identify the requirements and activities necessary to get the Customer ready for further project work and will be used to guide the Prepare phase. Design will jointly confirm the current hosted source email system,

the estimated number of user mailboxes to be migrated, and further identify key stakeholders. Cloud Navigator will also recommend and assist with any Messaging Analysis Tools needed to gather additional information which might be needed.

Successful O365 implementations are based on three major dependencies:

1. Discovery tools can be run in the Customer's environment.
2. Customer will fulfill all requirements for hardware, software, and clients in a timely and high-priority manner.
3. Customer will actively participate in the process and provide the appropriate information and staff assistance in a timely manner.

Cloud Navigator will provide a Migration List template at the beginning of the project. The list is key to making a migration successful with minimal issues for the users. The migration schedule will be jointly reviewed, revised, and finalized to ensure communication can be sent out well in advance to all users.

DESIGN PHASE ACTIVITIES IN SCOPE

Actions/Activities	Owner
• Provide Discovery and Messaging Analysis tools • Provide customer with AD Collection script • Document planning and action plans resulting from the Design workshop – Verify the Office 365 Tenant	Cloud Navigator
• Provide appropriate infrastructure access to complete the necessary Design activities • Run Discovery and Messaging Analysis tools • Complete work via Remote Sessions with Cloud Navigator	Customer
Exit Criteria: • Design of the current technical environment is complete, and the findings have been documented in the Detailed Design Document, the Hardware/Software Specifications, and an updated Project Schedule reflecting new required remediation and preparation tasks. Sign-off acceptance is required. Note: Any change orders deriving from Design must be completed prior to Sign- Off.	Cloud Navigator/Customer

Prepare Phase

In this phase, the emphasis shifts to enabling the infrastructure for the production use of O365. The Customer and/or Cloud Navigator completes the remediation tasks defined during the Design phase and all preparation activities required for the new environment and migration/implementation. This includes

the purchase and/or allocation of any hardware, software, or licenses and build-out of any new equipment. Activities will include provisioning the Customer's O365 Tenant and validating the domain names that will be used for receiving and sending email, configuring DNS with the necessary records to support auto discovery and messaging system domain identification, and provisioning of an administration account for the Microsoft service which will push any changes to Customer's AD objects to the corresponding cloud account.

PREPARE PHASE ACTIVITIES IN SCOPE

Actions/Activities	Owner

• Setup and configuration of O365 tenant (If tenant has been created, Cloud Navigator will validate tenant)
• Review desktop readiness:
  – Autodiscover to update Outlook profiles
  – Patches are updated to allow use of Office Suite
• Evaluate Design findings and identify preparation and remediation tasks to be completed by Customer and/or Cloud Navigator; assign tasks accordingly
• Setup and configuration of AADC, SMTP relay, DNS entries needed for Office 365 environmental dependencies
• Sync customer directory to O365 directory
• Setup and configuration of Windows AD Sync using Azure AD Connect
• Configure and validate Exchange 2010 Hybrid on existing server for co-existence
• Validation of required domains
• Verify O365 Licensing
	Cloud Navigator

• Complete preparation and remediation tasks, ensuring that the following are addressed:
  – Mail-enabled applications
  – Prepare desktop readiness
• Install Service Pack 3
• Acquire/allocate recommended hardware/virtual machine(s) as needed with servers configured, operating systems and patches installed, and available on the network (If not Deploying AMA)
• Run AD Collection script and return to Cloud Navigator
• Remediate AD errors found by IDFix and AADC.
	Customer

Test Phase

Utilizing Customer-supplied test mailboxes, Cloud Navigator will thoroughly test moving mailboxes prior to active mailbox migration. The Cloud Navigator Team will also need access to a standard Customer desktop image to perform client end-user testing to verify the user experience. Cloud Navigator will activate test users in the O365 Online Service Portal.

Validation Testing

Validation testing for mailbox readiness for O365 involves a variety of collaborative efforts to verify platform readiness, feature availability, and service operating as planned. All validation and testing services are against the Customer's production environment only, using test accounts. The construction and maintenance of any test environments is the responsibility of the Customer.

VALIDATION TEST TYPES

Test Type	Description
Service Validation	Test accounts are used to validate that in-scope features and functionality are performing properly in the Office 365 production environment. Must be completed prior to account provisioning.
Email Coexistence	The Department server is properly configured with Exchange hybrid server and operating properly.
Migration Validation	Users validate features and functions and report any missing in-scope functionality and/or in-scope data within 48 hours of each cutover migration.

TEST ACTIVITIES IN SCOPE

Actions/Activities	Owner
• Remediation/preparation tasks are complete • Conduct Simulated Migration/Dry Run testing on Customer production O365 tenant, using test accounts • Test O365 AD identity process • Test migration of up to five (5) test accounts that contain non-production data • Encryption, anti-virus, and spam management solutions will be tested • Test configuration of tool to update the outlook profiles on test workstations • Verify mailbox moves to O365	Cloud Navigator
• Creation of up to five (5) test accounts to include non-production data • Complete readiness activities: – Desktop update packages for targeted users • Assist as needed to confirm base features and functionality of applicable O365 services are working properly	Customer
Exit Criteria: • This and all prior phases of work have been completed • Verification of Migration readiness after testing/dry run is complete • Communications have been completed by Customer	Cloud Navigator/Customer

Email migration is the process of moving your existing mailbox content to O365 and Exchange Online. Mailboxes that have migrated to the cloud will not be able to perform sharing or availability functions with mailboxes still on-premises; however, e-mail and calendaring requests will work as they do today between the Customer and other entities running Exchange. To this end, the Customer's migration will need to occur as quickly as the organization can accomplish. The goal of the migration process is to have a unified migration experience for end users with minimal impact to their daily routines.

Once the project managers and sponsors agree, Cloud Navigator will move forward with an active mailbox cutover migration. The Migration will be executed at a sustainable velocity consistent with the migration target and the migration schedule. Migration and the post-migration support conclude with the project closeout activities and meeting. Migrate phase activities are shown below.

MIGRATION / IMPLEMENTATION ACTIVITIES IN SCOPE

Actions/Activities	Owner
• Provision users in the O365 tenant based on the Migration List Document approved by the Customer • Execute shared mailbox migration based on Migration List Document provided Customer • Migration Support: – Provide four hours (4) of post-migration support after the last email migration (not to include true-up migrations) via bridge line	Cloud Navigator
• Perform Tier 1 and Tier 2 support • Ensure staff assist in managing migration activities (evening/weekend) • Assist individual users with validation testing for their migrated mailbox	Customer
• All migration and support activities have been completed	

Sample Work Breakdown Structure

The actual project schedule will vary from this WBS depending on Design Phase outcomes, scheduling constraints, and other factors. Below is a **sample only** of how Cloud Navigator approaches every project with a detailed Project Plan\Work Breakdown Structure to ensure alignment and success.

Task Name	Start	Finish
City of Doral Draft Project Schedule	**Mon 4/20/20**	**Fri 6/19/20**
Scope -Office 365 Velocity Migration and Support	**Mon 4/20/20**	**Wed 4/29/20**
Active Email Migration	**Mon 4/20/20**	**Wed 4/29/20**
Office 365 Transition project schedule	**Mon 4/20/20**	**Wed 4/29/20**
SCOPE	**Mon 4/20/20**	**Tue 4/21/20**
Scope Defined	Mon 4/20/20	Mon 4/20/20
SOW Signed and approved	Tue 4/21/20	Tue 4/21/20
Office 365 Pre-Tasks	**Wed 4/22/20**	**Wed 4/29/20**
Set up Kickoff Meeting/Confirm resource allocations	Wed 4/22/20	Wed 4/22/20
Scope and Preliminary Tasks complete	Wed 4/29/20	Wed 4/29/20
DISCOVERY PHASE	**Wed 4/29/20**	**Thu 5/14/20**
Project Kickoff	**Wed 4/29/20**	**Wed 4/29/20**
Hold Customer Kickoff Meeting	**Wed 4/29/20**	**Wed 4/29/20**
Review Project Scope, Schedule, and Expectations	Wed 4/29/20	Wed 4/29/20
Review dedicated deployment project management team	Wed 4/29/20	Wed 4/29/20
Review of work streams, milestone activities, and timelines	Wed 4/29/20	Wed 4/29/20
Commitment from all work stream owners on milestone dates	Wed 4/29/20	Wed 4/29/20
Conduct Detailed Discovery	**Thu 5/7/20**	**Thu 5/14/20**
Run Tools and Populate the Questionnaire	**Thu 5/7/20**	**Thu 5/7/20**
AD Export for Migration Template	Thu 5/7/20	Thu 5/7/20
Send AD Export to Involta	Thu 5/7/20	Thu 5/7/20
Discovery Workshops	**Thu 5/7/20**	**Fri 5/8/20**
Discovery Workshops complete	Thu 5/7/20	Fri 5/8/20
Project Schedule Development	**Fri 5/8/20**	**Fri 5/8/20**
Develop Project Schedule based on Discovery Workshop findings	Fri 5/8/20	Fri 5/8/20
Develop migration strategy	Fri 5/8/20	Fri 5/8/20
Determine High Level migration schedule approach	Fri 5/8/20	Fri 5/8/20
Discovery Output Meeting with customer	**Tue 5/12/20**	**Wed 5/13/20**
Finalize Questionnaire with customer	Tue 5/12/20	Wed 5/13/20
Consolidate Decisions, Design and Remediation and Enablement Plan	Wed 5/13/20	Wed 5/13/20
Review Project Schedule	Wed 5/13/20	Wed 5/13/20
Hardware/VM Recommendations presented	Wed 5/13/20	Wed 5/13/20
Discovery Workshop and Project Schedules approved by Project Sponsor	Wed 5/13/20	Thu 5/14/20
MILESTONE: Discovery Phase complete	**Thu 5/14/20**	**Thu 5/14/20**

PREPARE	**Thu 5/14/20**	**Wed 6/10/20**
Remediation and Enablement Verification	**Thu 5/14/20**	**Wed 6/10/20**
Tenant Enablement	**Thu 5/14/20**	**Fri 5/15/20**
Customer Initiation	**Thu 5/14/20**	**Fri 5/15/20**
Customer Tenant and Pilot User Licenses Activation	**Thu 5/14/20**	**Fri 5/15/20**
Activate Tenant and create Pilot user licenses	Thu 5/14/20	Fri 5/15/20
Implement Password Policies for non-federated identities	Fri 5/15/20	Fri 5/15/20
Provide appropriate infrastructure access to complete the necessary Design activities	Fri 5/15/20	Fri 5/15/20
Provide remote access (VPN) to messaging analysis workstations	Fri 5/15/20	Tue 5/19/20
Creation of up to five (5) test accounts to include non-production data	Fri 5/15/20	Fri 5/15/20
Infrastructure Preparation and Service Configurations	**Fri 5/15/20**	**Wed 5/20/20**
Network Configuration and Bandwidth Updates Preparation	**Fri 5/15/20**	**Wed 5/20/20**
Add domain and verify ownership	Fri 5/15/20	Mon 5/18/20
Change DNS records at domain registrar	Mon 5/18/20	Mon 5/18/20
Create auto discover and sender policy framework records	Mon 5/18/20	Tue 5/19/20
Create external auto discover record	Tue 5/19/20	Wed 5/20/20
Create internal auto discover record	Wed 5/20/20	Wed 5/20/20
DNS Changes Complete	Wed 5/20/20	Wed 5/20/20
Security Planning	**Wed 5/20/20**	**Wed 5/20/20**
Discussion on DLP/Encryption	Wed 5/20/20	Wed 5/20/20
Tenant Review of Encryption	Wed 5/20/20	Wed 5/20/20
Service Ready	**Wed 5/20/20**	**Tue 5/26/20**
Migration groups defined; migration schedule developed	Wed 5/20/20	Fri 5/22/20
Base features and functionality of selected Office 365 services are working properly (service validation)	Fri 5/22/20	Tue 5/26/20
Service Provisioning Sign Off Document	Tue 5/26/20	Tue 5/26/20
Service Validation Test Criteria accepted	Tue 5/26/20	Tue 5/26/20
MILESTONE: Preparation and Testing Complete	**Tue 5/26/20**	**Tue 5/26/20**
TEST PHASE	**Tue 5/26/20**	**Wed 6/10/20**
Remediation/preparation tasks are complete	Tue 5/26/20	Tue 5/26/20
Conduct Simulated Migration/Dry Run testing on Customer production O365 tenant, using test accounts	Tue 5/26/20	Fri 5/29/20
Test O365 AD identity process	Tue 5/26/20	Fri 5/29/20
Test migration of up to five (5) test accounts that contain non-production data	Fri 5/29/20	Mon 6/1/20
Encryption, anti-virus, and spam management solutions will be tested	Mon 6/1/20	Wed 6/3/20
Test configuration of tool to update the outlook profiles on test workstations	Wed 6/3/20	Wed 6/10/20
Verify mailbox moves to O365	Wed 6/10/20	Wed 6/10/20
MILESTONE: Test Phase Complete	Wed 6/10/20	Wed 6/10/20

MIGRATE PHASE	**Wed 6/10/20**	**Fri 6/19/20**
Office 365 Email Migrations	**Wed 6/10/20**	**Fri 6/12/20**
Early Adopter Migrations (5)	**Wed 6/10/20**	**Fri 6/12/20**
Communication to Pilot Users	Wed 6/10/20	Wed 6/10/20
Migrate Customer Early Adopter Group - (5 Mailboxes)	Wed 6/10/20	Thu 6/11/20
User Support (Day After)	Thu 6/11/20	Fri 6/12/20
Pilot Migrations (25)	**Wed 6/10/20**	**Fri 6/12/20**
Communication to Pilot Users	Wed 6/10/20	Wed 6/10/20
Migrate Customer Pilot Group - (10 Mailboxes)	Wed 6/10/20	Thu 6/11/20
User Support (Day After)	Thu 6/11/20	Fri 6/12/20
Customer Pilot Group Acceptance	Fri 6/12/20	Fri 6/12/20
Velocity Migration	**Fri 6/12/20**	**Fri 6/19/20**
Cutover Velocity Migration	**Fri 6/12/20**	**Wed 6/17/20**
Migration Phase	**Fri 6/12/20**	**Wed 6/17/20**
Communication to Users	Fri 6/12/20	Fri 6/12/20
Migrate Velocity Cutover (85 users)	Sun 6/14/20	Sun 6/14/20
End User Support	Mon 6/15/20	Mon 6/15/20
Communication to Users	Mon 6/15/20	Mon 6/15/20
Migrate Velocity Cutover (100 users)	Mon 6/15/20	Tue 6/16/20
End User Support	Tue 6/16/20	Tue 6/16/20
Communication to Users	Tue 6/16/20	Tue 6/16/20
Migrate Velocity Cutover (100 users)	Tue 6/16/20	Wed 6/17/20
End User Support	Wed 6/17/20	Wed 6/17/20
Migration True Up	**Wed 6/17/20**	**Fri 6/19/20**
Migration True Up	Wed 6/17/20	Thu 6/18/20
Post Migration Support	Thu 6/18/20	Fri 6/19/20
Velocity Migrations are Complete	Fri 6/19/20	Fri 6/19/20
MILESTONE: Migration Phase is complete	**Fri 6/19/20**	**Fri 6/19/20**
Project Closeout and Exit Criteria	**Fri 6/19/20**	**Fri 6/19/20**
Project closeout meeting complete (Deliverable)	Fri 6/19/20	Fri 6/19/20

The actual project schedule will vary from this WBS depending on Discovery/Design/Plan Phase outcomes, scheduling constraints, and other factors.

Timeline

The services described in this SOW are expected to take up to eight weeks or less to achieve migration ready, depending on the availability requirements of the Customer and assuming all parties execute their respective responsibilities on a timely basis. The timeline is subject to change, as final schedules will be adjusted during the Design phase and is relative to the project start date. All dates and durations provided are estimates; a complete timeline schedule will be finalized with the customer during Design phases. Staff assignment and scheduling, hardware procurement, and other key activities are dependent on the project start date. The estimated dates for the project are shown below:

Project Start Date: 5/7/2020
Project Completion Date: 7/3/2020

Additional fees may apply if the project is delayed because of Customer action/inaction such as Customer requests a temporary suspension in project activities, does not provide timely responses to requests from Cloud Navigator, or does not attend meetings.

Training and Knowledge Transfer

The Cloud Navigator standard methodology includes significant knowledge transfer, primarily through informal means. Informal knowledge transfer is defined as customer employees, associates, or contractors working with Cloud Navigator personnel, and may include activities such as email threads, conference calls, and facilitated meetings on technical topics. Cloud Navigator will work closely with Customer IT staff throughout the project, providing knowledge transfer on virtually a daily basis.

Support

The Cloud Navigator Team understands that receiving timely technical support from qualified professionals is a key aspect of cloud services. Equally important is the critical role that the Customer's IT department plays in the support of its users, desktops, workstations, and mobile devices. Cloud Navigator will work with the Customer to provide best practices and current Microsoft standards for preparing the platforms to work successfully with O365. This knowledge transfer will assist Customer in preparing/remediating their end-user platforms (desktops and mobile devices) for functioning with the new environment.

Customer IT support staff will perform post-migration Tier I level support for end users and helpdesk calls.

Customer Responsibilities

1. The Customer is responsible for providing overall direction and control of its project team, its activities, and managing the project schedule and estimates. Cloud Navigator will provide guidance to the Customer's project team as appropriate. Project success will be highly dependent

on successful collaboration between the Customer and Cloud Navigator and timely completion of each activity.

Out of Scope (Cloud Navigator is not responsible for the following)

- Overall program and project management for Customer activities and resources
- Customer Help Desk and End-user communications and documentation
- Un-identified system integration of features, functions, and services after the sign-off acceptance of the Design Findings document, i.e. domains, telephony, appliances, message systems, etc.
- Modifications to the O365 service beyond the configurable options as described herein; Design, procurement, installation, and configuration of hardware, software, networks, and licenses, except as explicitly defined in this SOW
- Customer application co-existence or re-configuration necessary so the application will work with Office 365
- Management, configuration, and activation of Customer mobile devices
- Decommissioning of existing Customer Exchange environment (Unless specifically included in the Scope of work)
- Creation of new rooms and resources objects, or any conversion of rooms and resources except for migration of calendar content and future reservations
- Active Directory (AD) design, installation, and configuration, including trusts and site definitions; Active Directory OU restructuring, workstation migration, or group policy change within any existing AD domains; Multi-forest consolidation including consolidating or decommissioning existing AD domains or domain controllers (if any); Implementing AD changes required to get a complete sync
- Developing remediation package for desktops; Non-Office 365-related desktop remediation and support; Execution of deployment packages; Installing any non-Office 365-related desktop applications
- Migration using a phased approach (all users must migrate together, in mutually identified groups); Migration of Data Corruption in the source system; Migration of PST files, personal archives, or non-server-side data
- Migration of locally stored user content such as PSTs
- Application coexistence, inventory, testing lab, scheduling of application testing, or remediation
- Support of the 3rd party Public Folder Sync tool beyond the post-migration support period defined in the SOW
- Out of scope for Enterprise Mobility + Security Multi-Factor Authentication (MFA): Configuration of a scenario not supported by Cloud-based MFA in Azure; Writing of custom code; Modification of existing applications to support WAP pre-requisites; Configuration of COTS or IIS applications to support MFA pre-requisites; Deploying Active Directory Federation Services and configuring firewalls

Assumptions and Requirements

- Customer has assigned a qualified project manager for this project and has an identified Customer project sponsor
- Customer has identified and assigned a SPOC (Single Point of Contact) for each migration group to interface with the Customer Project Manager
- Customer has assigned Customer personnel to the project that have the appropriate business and technical knowledge of the current environment and the communication skills necessary to participate, time allocated to participate, and availability to perform their roles on the project team
- Project will be completed in a single, contiguous duration unless noted otherwise. Delays or stoppages in the project due to the Customer may subject Customer to additional fees
- Cloud Navigator assumes certain velocity migration rates in its proposed schedule of up to 250 mailboxes per night
- Cloud Navigator must be allowed to run Discovery tools in the Customer's environment
- Customer will actively participate in the discovery, design and other processes, will provide appropriate information in a timely manner, and will ensure resources are available to complete assigned tasks on schedule
- All mail-enabled users, contacts, and groups will be synchronized to O365 using Azure AD Connect
- Cloud Navigator has access to the source system and migration workstations via VPN or terminal services with appropriate accounts and required permissions
- Mailbox content in scope for migration is limited to mail items, calendar items, folder structure, tasks, and contacts that end-users have synchronized to their server-based mailbox and that can be migrated with the migration tool used
- Customer will prepare its desktops and accounts for migration by applying required updated or patches if identified through discovery.
- Customer will purchase required O365 and other required licensing necessary for the completion of the project and will validate those licenses as available for provisioning of users
- Customer (or its email service provider) has full administrative permissions for all identity and messaging environments
- Public folder migration must be in place and configured/running before velocity
- Customer has ownership of domains to be managed in O365
- Cloud Navigator's work will be conducted remotely throughout the project unless otherwise identified
- Should mailbox/user numbers exceed those identified in the initial executed SOW/Contract, the migration cost for each additional mailbox shall be $40.00

- The use of the term 'weekly' is an initial estimate only for status reporting, meetings, etc. and may be adjusted to a timeframe mutually approved by both parties

Cost Schedules

Fixed Price per Required Deliverable

This is the total fixed price for the services and deliverables outlined in this proposal/statement of work. The Total Fixed Price shall include all labor and materials. This price is inclusive of any third-party licenses used by Cloud Navigator to perform the Work. Each fixed price item will be invoiced as it is completed.

Deliverables for City of Doral Police Dept. Office 365 Migration Services			Cost
Discovery-Plan-Design Phase			$1,250.00
Prepare Phase			$3,000.00
Test Phase			$1,250.00
Migrate Phase			$4,500.00
Subtotal for Office 365 Migration			**$10,000.00**
Hybrid Server Implementation			$2,400.00
Setup and Configure Teams			$2,400.00
Total Office 365 Migration Services Cost			**$14,800.00**

Time & Materials – Exchange Server Decommission Process

This is the time & materials estimated price for the services and deliverables outlined in this proposal/statement of work to complete the Exchange Server Decommission Process. This price is inclusive of any third-party licenses used by Cloud Navigator to perform the Work. The customer will only pay for actual hours used at the rate included in the table, whether those hours are less than or greater than twenty-four (24).

Deliverables for City of Doral Police Dept. Exchange Server Decommission Process			Cost
Exchange Server Decommission Process	24	$148.10	$3,554.40
Total Estimated Cost			**$3,554.40**

GSA Contract – GS-35F-618GA

The above Fixed Price and Time & Materials Cost Schedules are based on GSA Contract #GS-35F-618GA, using the Job Titles listed below. Additional work hours outside the scope of this Statement of Work will be charged at the below rates.

Job Family	Job Title	Job No.	Rate\Hour
Cloud Services	Deployment Architect	8700	$148.10
	Project Manager	8710	$123.42
	Deployment Consultant	8720	$113.55

Authorization

This Statement of Work is effective as of the 1st day of May 2020.

By signing this authorization, you are attesting to be authorized to obligate your organization to pay for the services described in this document.

Organization   **City of Doral Police Dept.**

Authorized Signer

                                     By: Name, Title

Organization   **Cloud Navigator, Inc.**

Authorized Signer

                                     By: Mark Alexander, President

If authorizing the purchase via a CONTRACT or SERVICE AGREEMENT:

If a contract or service agreement is in place, please reference the contract by name and effective date.

Contract or Service Agreement Reference   N/A

                                    _____

Effective Date/Execution Date   N/A

                                      _____

If authorizing the purchase via a PURCHASE ORDER (PO):

To efficiently process your order, please follow the guidelines below. Your organization's purchase orders cannot be processed without this information. We can accept a fax of your PO as an original.

Please complete the checklist below and return it with your PO:

- Payment Terms - Net 30
- Make payable to "Cloud Navigator"
- Billing address clearly marked
- PO Number marked clearly on purchase order
- Please make sure your PO is marked taxable if applicable or if you are tax exempt, please remit a copy of your tax exemption certificate along with your PO.
- Authorized Signature of Approval

Customer, please provide:

Accounts Payable Contact

_____

Accounts Payable Email Address

_____

Accounts Payable Phone Number

_____

If you are paying with a credit card, please follow the checklist below:

- Credit card type (Amex, Visa, MasterCard, Discover, P-Card)
- Card holder's name and email address (for e-receipt)
- Card number & Expiration date
- Card security code (CSC) from the back of credit card to be used
- Credit card billing address

If you are paying via Wire Transfer, please contact our Finance Office:

Accounts Receivable Contact:
Jennifer Wright
(850) 601-5749
jennifer.wright@cloudnav.com

Non-Government Entities who have NOT purchased from Cloud Navigator via PO are required to include bank and credit references. A credit application may also be required.

RESOLUTION No. 20-55

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY'S CODE OF ORDINANCES, APPROVING CLOUD NAVIGATOR PROFESSIONAL SERVICES TO ASSIST THE INFORMATION TECHNOLOGY DEPARTMENT WITH EMAIL MIGRATION TO MICROSOFT OFFICE 365 FOR THE CITY OF DORAL POLICE DEPARTMENT VIA GSA CONTRACT No. GS-35F-618GA IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral's (the "City") Information Technology Department ("IT") planned for the email migration to Microsoft Office 365 for the City of Doral Police Department, which includes planning, provision, deployment, migration, and post migration services; and

WHEREAS, In May 10, 2017, Mayor and Council approved Resolution 17-78 for the purchase of the ISC Microsoft Office 365 transition support service for City Hall Exchange users. Since then ISC, a Microsoft Cloud Solution Provider (CSP) and Gold Competency Partner, announced that its Board of Directors approved to create Cloud Navigator, a company brand focused on delivering and managing cloud-based Microsoft services to public sector, non-profit and enterprise customers; and

WHEREAS, On March 22, 2019, FDLE entered into a Management Control Agreement with Microsoft Corporation to become the Lead Criminal Justice Agency in Florida for Microsoft's Government Cloud. An update to our User Agreement has been submitted reflecting which Cloud products will be utilized. Submittal of the attached Implementation plan to the FDLE ISO has been approved; and

WHEREAS, As a Microsoft Cloud Solution Provider for commercial and government accounts, Cloud Navigator bundles cloud onboarding and management services with cloud platform subscriptions using a pay for what you use model. Cloud Navigator, based in Tallahassee, Florida, is a Microsoft Gold Certified Partner and delivers and manages Microsoft solutions to the public and private sector, helping them become the "Modern Enterprise". They have helped hundreds of clients adopt, operate and maintain cloud-based solutions that help them deliver products and services more; and

WHEREAS, Section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and vendor participating in GSA Contract # GS-35F-618GA, as specified in the SOW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. **Authorization.** Pursuant to Section 2-322 of the City Code, Staff respectfully requests that the Mayor and City Council Members approve to expend available funds in the IT professional services account, 001.22005.500310 in order to assist the Information Technology Department (IT) with E-mail migration to Microsoft Office 365 for City of Doral Police Department which includes planning, provisioning, deployment, migration and post migration.

Section 3 <u>Implementation.</u> The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

The foregoing Resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilwoman Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 22 day of April, 2020.

_____
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

_____
CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

_____
LUIS FIGUEREDO, ESQ.
CITY ATTORNEY