

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

X

Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: November 12, 2019 (COW)(B of T) January 9, 2020

TITLE: Motion to Waive Bids and Approve a Three (3) Year Agreement with ThinkGard LLC in the Amount of \$144,177 for Disaster Recovery and Business Continuity services

SUBMITTED BY: Timothy Sexton, Director of Finance

FISCAL IMPACT:

Amount of Award: \$48,225 for the first year, and \$47,976 year two and three. First year cost will come from Technology Reserve Software (640.840.840.73910). Each year thereafter will be budgeted from IT Computer Services Contracts (101.170.420.75710).

BACKGROUND/POLICY IMPLICATIONS:

The Village of Lombard utilizes a backup system that protects critical Village data and servers. The proposed services from ThinkGard will provide the Village with the necessary protection in the event of a disaster and the growing risks of a cyber-attack, and will restore business operations with minimal downtime.

RECOMMENDATION:

Staff recommends the Village Board of Trustees approve a three (3) year agreement with ThinkGard LLC in the amount of \$144,177, for Disaster Recovery and Business Continuity services.

Review (as necessary):

Village Attorney X

Finance Director X

Village Manager X

Date

Date

Date

12/23/19
12/24/19

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: Village President and Board of Trustees
Scott Niehaus, Village Manager

From: Tim Sexton, Director of Finance

Date: November 12, 2019

Subject: Motion to Waive Bids and Approve of a Three (3) Year Agreement with ThinkGard LLC in the Amount of \$144,177, for Disaster Recovery and Business Continuity Services.

The Village of Lombard utilizes a backup system that protects critical Village data and servers. The current backup system does not provide a full Disaster Recovery/Business Continuity solution. Should any disaster occur, either environmental or telecommunications threat, it may take several days, if not weeks, to restore business operations. The proposed solution from ThinkGard will provide the Village with the necessary protection in the event of a disaster or cyber-attack and will restore business operations with minimal downtime.

Current backup hardware is scheduled to be replaced in 2020, which makes it a good time to re-evaluate how the Village protects our critical data and servers. Current Village backup strategy has data and servers backed up to an on-premise backup appliance and hard drive copies taken to a nearby offsite location. This involves a considerable amount of IT administration and can be a very time consuming and manual process. The current strategy also doesn't provide quick recovery time in the event of a disaster should anything happen to the Village datacenter or the nearby offsite location.

The proposed solution from ThinkGard is a complete disaster recovery and business continuity service, where all servers and data will be backed up to a local, on-premise, appliance, but also replicated to the cloud on an hourly and daily basis. All backups to the cloud are replicated to data centers located on the east and west coast of the US. All backups are also fully encrypted and compliant with a government and public safety requirements. Backups in the cloud can be made available for production use should anything happen to both our datacenter and offsite location.

ThinkGard staff proactively monitor all backups on a daily basis, ensuring that each server is successfully backed up and available for restore if needed. This will save Village IT staff a significant amount of time on a weekly basis. ThinkGard builds the Disaster Recovery Plan document and performs an annual disaster recovery test.

Staff has evaluated the Disaster Recovery & Business Continuity solutions listed below and have selected ThinkGard as the best option. ThinkGard does not have the least expensive annual cost, but they provide the most comprehensive service for the Village. ThinkGard handles nearly every aspect of the backup and disaster recovery process, saving an extensive amount of staff time, which can then be used to work on other projects. The other two solutions require more management and oversight of our backups.

Vendor	Year 1 Cost	Annual Cost After Year 1
ThinkGard	\$48,225	\$47,976
Unitrends	\$82,990	\$54,990
Veeam	\$47,009	\$35,009

Attached to this memo is the proposal which outlines everything included with this service.

Staff recommends the Village Board of Trustees approve a three (3) year agreement with ThinkGard LLC in the amount of \$144,177, for Disaster Recovery and Business Continuity Services.



We have prepared a quote for you

Datagard Proposal

Quote # KF000465
Version 1

Prepared for:

Village of Lombard IL

Kevin Goethals
goethalsk@villageoflombard.org

160 Yeager Parkway
Suite 200
Pelham, AL 35124
<http://www.thinkgard.com>

ThinkGard ::
Total Data Security

Friday, October 04, 2019

Village of Lombard IL
Kevin Goethals
255 E. Wilson Ave.
Lombard, IL 60148-3969
goethalsk@villageoflombard.org

Dear Kevin,

Thank you for the opportunity to propose your organization with the following backup & disaster recovery solution.

In order to provide the most robust disaster recovery solution possible, we provide a Hybrid Cloud system which consists of a local backup appliance that replicates to two offsite bi-coastal locations. We also employ image-based backups that allow us to recover the entire server (operating system, settings, files) as opposed to traditional file based backups. Using this method we can avoid costly downtime and quickly recover the entire server either locally or in the ThinkGard Cloud, depending on the type of disaster encountered. What makes our solution unique is that we also include turn-key management of the backup device, the backups on the server(s) and an offsite sync for you. *We also proactively build all of the associated documentation* to go along with the backup solution to make it a true Disaster Recovery/Business Continuity Program.

ThinkGard's unique approach includes providing assistance and support during disaster situations (file recovery, server recovery, local disaster, etc.) without additional charges which makes the cost of your solution predictable.

What makes us stand out? Technology Risk Management is all we do. Instead of taking over your IT services and infrastructure, we become the part of your team that is solely dedicated to the backup function. We believe that by *not* offering other types of products and services, we can be sure our technicians won't get easily distracted from competing priorities that could keep them from the laser focus that DR/BC requires to be effective within an organization. ThinkGard provides you with Total Data Security and as an added bonus.... we'll help you sleep at night.

This Proposal Expires in 90 days from the date above.

Kevin Fuller
CTO
ThinkGard LLC

➤ Executive Summary

Who we are

The purpose of this document is to help familiarize you and your company with ThinkGard and to provide you with background information on us, specifics about our solution and how we compare to other Disaster Recovery / Business Continuity offerings. The most important thing to note about ThinkGard is that we are the only fully-managed, turn-key Disaster Recovery/Business Continuity specialists in the southeast. If downtime and/or data loss are unacceptable to your organization, we are what you have been looking for.

Experience

The founders of ThinkGard, Paul Franks and Kevin Fuller, have a passion for Disaster Recovery and Business Continuity (DR/BC) that led them to sell their very successful full-service multi-million dollar Managed Services company of 10 years, US TekS in 2013 to focus 100% on DR/BC. The portfolio of full managed services (Including Disaster Recovery) consisted of over 50 clients with over 100 locations supported. Our flat rate monthly billing strategy allowed us to easily scale the business over time to maintain a very high uptime and client satisfaction levels. Before founding US TekS, Paul was responsible for the Disaster Recovery Planning and Testing for Vulcan Materials. Kevin was also responsible for DR/BC for the Birmingham and Atlanta offices of another publicly traded company. Establishing ThinkGard has allowed us to take the processes, procedures and methodologies of large publicly traded companies and bring it to organizations that would otherwise never have access to that level of sophistication.

References

ThinkGard is proud to say we have a 100 percent client retention/satisfaction rate. We will provide references upon request.

DataGard

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
S4-E12 12TB Enterprise Appliance Free hardware promotion expires on 12/31/2019. Hardware not purchased before 12/31/2019 will revert to normal pricing. In the event of an early termination of this agreement, hardware must be returned to ThinkGard. - CPU: 2x Xeon - RAM: 128GB - Array: RAID 6 - NICs: 2x10GbE OS - Drive: 240GB SSD - Transfer Drive: 1x1TB - Chassis: 2U	\$0.00	\$0.00	2	\$0.00	\$0.00
DataGard TBR - E12 Enterprise DataGard - 12TB Monthly Services Services Included in Monthly Rate * 1 Year Time Based Retention (TBR) * Local Backups - (1 hour – 24 hours) * Backup replication - 2 bicoastal sites * Support to keep backups running * Assist in file and server recovery * On Call Troubling Shooting Service * Full technical DR documentation * Annual cloud test * 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply.	\$1,999.00	\$0.00	2	\$3,998.00	\$0.00
Implementation Services - Enterprise Implementation Services - Enterprise Implementation Services	\$0.00	\$249.00	1	\$0.00	\$249.00

Monthly Subtotal: **\$3,998.00**

Subtotal: **\$249.00**

160 Yeager Parkway
Suite 200
Pelham, AL 35124
<http://www.thinkgard.com>

ThinkGard 
Total Data Security

Datagard Proposal

Prepared by:

ThinkGard LLC

Kevin Fuller

(205) 564-2734

kevin@thinkgard.com

Prepared for:

Village of Lombard IL

255 E. Wilson Ave.

Lombard, IL 60148-3969

Kevin Goethals

(630) 873-4740

goethalsk@villageoflombard.org

Quote Information:

Quote #: KF000465

Version:

Delivery Date:

Expiration Date:

Quote Summary

Description	Amount
DataGard	\$249.00
Total:	
	\$249.00

Monthly Expenses Summary

Description	Amount
DataGard	\$3,998.00
Monthly Total:	
	\$3,998.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. See Terms and Conditions Section. (.pdf file attached to electronic orders)

ThinkGard LLC

Village of Lombard IL

Signature: _____

Name: Kevin Fuller

Title: CTO

Date: 10/04/2019

Signature: _____

Name: Kevin Goethals

Date: _____

Credit Card Authorization

Choose your option below:

☐ Recurring Billing

I understand my credit card will be billed monthly in advance for services rendered and so I authorize said billing as well as additional usage charges as they occur. I understand that charges declined by the credit card issuer will constitute grounds for cancellation of service and that all monthly charges and usage charges incurred will be subject to collection procedures. This authorization will continue until revoked in writing.

☐ Single Billing

I authorize my credit card to be billed for a one-time charge or in lieu of a deposit. No additional billings are authorized unless I fail to pay for future services in which case the outstanding balance may be billed to the credit card account listed below. I understand that charges declined by the credit card issuer will constitute grounds for cancellation of service and that all monthly charges and usage charges incurred will be subject to collection procedures. This authorization will continue until revoked in writing.

Credit Card Type: Visa ☐ MasterCard ☐ Discover ☐ American Express ☐

Last Four of CC Number: _____ Expiration Date: _____

Print Name of Card Holder: _____

Address: _____

City: _____

State: _____ Zip: _____

Contact Phone: _____

Products or Services: _____

Signature of Credit Card Holder: _____ Date: _____

I certify that I am an authorized user of this credit card and that I will not dispute the payment with my card company; so long as the transaction corresponds to the terms of the service agreement.

➤ **ACH Authorization**

ACH applies a **3% discount** to your monthly recurring charges!

Choose your option below

☐ **Recurring Billing**

In consideration of the goods, products and/or services provided to me by _____, as listed below. I hereby authorize _____ to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

☐ **Single Billing**

In consideration of the goods, products and/or services provided to me by _____, as listed below, I hereby authorize _____ to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

Name: _____

Client Bank Name: _____

Address: _____

Account Holder Name: _____

City/ State / Zip _____

Last 4 Digits of Account #: _____

Phone: _____

Bank Routing Number: _____

I hereby assert that I am either the rightful and legal owner or I am a duly authorized signer on the account with the power to authorize these transactions

Billing Conditions: _____ (as per defined agreement terms)

Print Name: _____

Signature: _____ Date: _____

By signing this agreement, I hereby authorize to electronically debit the checking or savings account indicated above for payments due under this agreement. I understand the effective date of these electronic debits to my account will be the business day on which the payment is due or scheduled per this agreement. I understand that if the debit is returned unpaid due to insufficient funds or my banks electronic draft restrictions, I may be charged a \$25.00 NSF Penalty for the returned item.

➤ Terms & Conditions

BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

Term. This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

- a. This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:
 - A. Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
 - B. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
 - C. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
 - b. If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to seventy five percent (75%) of remaining Agreement value.
 - c. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.
1. **Services Provided** An on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure. (a) Incremental backups done on the NAS as frequently as once an hour by default. (b) Secure Remote (Off-site) Storage provided at two (2) secure data centers. (c) Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint. (c) Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost. (d) Full management, monitoring, and testing of the NAS and remote storage.
 2. **Security** All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. (a) Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. (b) The on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. (c) Data stored off-site remains encrypted at all times.
 3. **Data Deduplication and Compression** Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site NAS and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.
 4. **Backup Frequency** Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

► Terms & Conditions

5. **Smart Data Transport** Data transmission can be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.
6. **Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah** Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. (a) Connectivity provided by multiple providers with automatic failover capabilities. (b) Facilities power is supplemented with both battery backup and diesel generation capabilities. (c) Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. (e) Fire suppression and environmental control provided.
7. **Remote Storage and Base Remote Backup Image Creation** (a) Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. (b) The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.
8. **Recovery Time Objective (RTO)** THINKGARD will log all retrieval activities from the Client. (a) THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD help desk (b) In a disaster, where Client loses its entire office, THINKGARD will have a new NAS imaged, with the most current backup information (usually, the previous day's data). The new NAS will be shipped out via next-business day air transportation to a location of your choice. When the NAS arrives, it will be ready for use as a virtual server. (c) The NAS can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.
9. **Off-Site Virtualization** In a disaster where Client loses its physical servers and NAS, servers and/or workstations may be virtualized off-site. (a) Servers can be virtualized in both off-site data centers. (b) Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.
10. **Ownership of the Data** The backup data being stored on the NAS and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the NAS. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.
11. **Catastrophe Service** In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in monthly Agreement
12. **Interference** The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.
13. **Warranty** THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. (a) As long as the monthly fees are current, the NAS unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included (**please note, however, that the NAS units cannot be modified in any way** or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the NAS itself, adding memory and/or hard drives, etc.) (c) NAS replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

Terms & Conditions

14. **Confidentiality** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.
15. **Equipment and Facilities** Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.
16. **Passwords** THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. **Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.**
17. **No Third Party Beneficiary** Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.
18. **Dispute Resolution** This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.
19. **Force Majeure & Malicious Acts** THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.
20. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
21. **Warranty of Representative Capacity** The Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.
22. **Severability** If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.
23. **Additional Documents** The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Terms & Conditions

24. **Remedy Upon Client's Payment Default:** Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law Alabama and/or the federal jurisdiction which includes said County of Shelby.
25. **Understanding** The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.
26. **Integrated Agreement** This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.
27. **Immigration** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
28. **Terms** By signing Client agrees to pricing and services terms indicated on proposal pricing pages.