



We have prepared a quote for you

**O365 Migration & Licenses**

Quote # 004004  
Version 2

Prepared for:

**City of Jamestown**

Lori Hieston  
[clerk@jamestownin.com](mailto:clerk@jamestownin.com)



## Executive Summary

### Managed Services:

We understand that when it comes to supporting a business' technology, urgency is paramount to the success of that business. End 2 End Managed Services (E2EMSP) has built a complete support model to fulfill the various needs of businesses. Your communications system is the lifeline of your organization, connecting you to your customers. End 2 End Managed Services recognizes the critical importance of keeping your systems running, and we are ready to support you 24 hours a day, 7 days a week, 365 days a year.

Our program provides customers with an all-inclusive support program backed by certified End 2 End Managed Services local support team members. As part of support you will receive the following:

- Comprehensive support for your monthly price
- Customized support for users/desktops
- Network Support
- Server Support
- Access to our help desk 7:30 A.M. to 5:30 P.M. with extended hours through our automated voice service
- Guaranteed SLA's
  - E2EMSP will maintain a maximum of 4-hour response time for all non-emergency service requests with a target of two (2) hours or less. Emergency service requests can be made 24/7 with a two (2) hour response time for supported critical applications and services. Emergency or critical situations can arise due to unplanned loss of service to the network systems, connectivity issues or equipment failure.
- Access to our web-based customer portal, which affords you easy access to existing service requests, bill payment history and paying invoices, quotes requests, contract information and invoicing
- Access to Premium Add-On services such as network and security reports, monthly on-site maintenance visits, cloud back-up and recovery

### Notes:

- On-site moves, adds and changes are not covered and will be billed additionally.
- Customer abuse, water damage, Acts of God are not covered and will be billed additionally
- Equipment, software, and services procurement and consulting can be provided via End 2 End Managed Services at customer discretion.



## Executive Summary

- Pre-existing hardware and software warranties are not covered under this agreement. Will be billed at a lower labor rate.
- Includes all on-line and active equipment at the time network audit was performed.

## Statement of Work

### Scope of Work:

#### Project Overview:

- Migrate existing GoDaddy email services to MS O365 Tenant
- Provide consolidated billing and support for services

#### Scope of Work:

- Migrate existing GoDaddy email tenant to MS O365 Tenant
- Move billing of license to E2E MSP for consolidated billing

#### Schedule or Deadline:

- Migration to be done during normal business hours
- Final cutover of service DNS records to be done after hours

#### Requirements:

- Elevated access to network and systems
- We will need to work existing MSP and/or local network staff to gain access to above information

#### Assumptions:

- Current user and license count may change as users are added or removed

#### Hardware/Software - One Time

Description	Price	Qty	Ext. Price
Mail Migration to Office 365 Services	\$155.00	23	\$3,565.00



Hardware/Software - One Time

Description	Price	Qty	Ext. Price
Bit Titan User Migration Bundle - MigrationWiz Mailbox, Documents, Personal Archive, DeploymentPro		23	
Bit Titan User Migration Bundle - MigrationWiz Mailbox, Documents, Personal Archive, DeploymentPro			
IT - Project Labor per Mailbox Migration		23	
Project Labor			

**Subtotal: \$3,565.00**

Office 365 - Annual

\* Optional

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
NCE Exchange Online (Plan 1) Annual	\$48.00	\$48.00	18	\$864.00	\$864.00
NCE Exchange Online (Plan 1) Annual					
NCE Microsoft 365 E3 Annual	\$432.00	\$0.00	5	\$2,160.00	\$0.00

**\* Optional Annual Subtotal: \$3,024.00**

**\* Optional Subtotal: \$864.00**

Office 365 - Annual - Paid Monthly

\* Optional

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
NCE Exchange Online (Plan 1) Annual Paid Monthly	\$4.00	\$4.00	18	\$72.00	\$72.00
Exchange Online (Plan 1) Annual Paid Monthly					
NCE Microsoft 365 E3 Annual Paid Monthly	\$36.00	\$0.00	5	\$180.00	\$0.00

**\* Optional Monthly Subtotal: \$252.00**

**\* Optional Subtotal: \$72.00**



## O365 Migration & Licenses



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**Prepared for:**  
**City of Jamestown**  
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**Quote Information:**  
**Quote #: 004004**  
Version: 2  
Delivery Date: 10/06/2023  
Expiration Date: 10/20/2023

### Quote Summary

Description	Amount
Hardware/Software - One Time	\$3,565.00
<b>Total: \$3,565.00</b>	

### \*Optional Expenses

Description	Recurring	One-Time
Office 365 - Annual	\$3,024.00	\$864.00
Office 365 - Annual - Paid Monthly	\$252.00	\$72.00
<b>Optional Subtotals:</b>		<b>\$936.00</b>
	<b>\$3,276.00</b>	

### Payment Options

Description	Payments	Interval	Amount
Contract Term			

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Indianapolis

Signature: \_\_\_\_\_  
Name: John Igoe  
Title: Business Development Specialist  
Date: 10/06/2023

### City of Jamestown

Signature: \_\_\_\_\_  
Name: Lori Hieston  
Date: \_\_\_\_\_





## Service Level Agreement

### 1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between End 2 End Manged services (Service Provider) and City of Jamestown (Customer) for the provisioning of IT services required to support and sustain a company’s corporate network.

This Agreement remains valid for Thirty-Six (36) Months from the commencement date (approval date) October 06, 2023.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

### 2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.
- Provide a price schedule of services.

### 3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

- **IT Service Provider(s):** End 2 End Managed Services (“Provider”)
- **IT Customer(s):** City of Jamestown (“Customer”)

### 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid for **Thirty-Six (36) Months**. This Agreement should be reviewed at a minimum of once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

### 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

#### 5.1. Service Scope



## Service Level Agreement

The Itemized Services and Equipment are covered for a monthly fee (Along with a one time on-boarding fee) represented in this Quote.

### Equipment

As defined by the number of devices referred to in the quote

- See Quote Scope of Work and itemized Services

Out of warranty equipment is addressed as required

- Equipment and service not covered under manufacture warranty may be repaired or replaced at customer's expense

### Data Backup/Protection

If your agreement includes data backup and retention:

- Data backup and retention will be billed monthly on a per 1 Terabyte (TB) increment basis
- This attached quote is estimated based on our understanding of your requirements as of the date of this agreement and may change as your data storage demands change

### Additions/Exclusions

- Support of the equipment, as defined by the number of devices referenced in the quote, is included in this agreement
- Project work, defined as adding any item, or support not included in the quote, will be billed at Project Labor rates
- The Customer agrees to maintain, or keep current, any software and/or firmware updates for all devices at the Customer's expense. Any remediation by the Service Provider will be charged to the Customer at Project Labor rates. Shall customer decline to maintain, or keep current, any software and/or firmware updates for all devices, a *Liability Waiver Agreement* will be executed.
- All equipment and services added as "Net New" will be added to your invoice upon the activation month.

### 5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Up-front payment is required prior to start of customer's on-boarding process.
- Invoices will be sent at the beginning of each month. All invoices are Due Upon receipt.
- A customer provided credit card may be required to be on file with End 2 End Managed Services.
- At the time of initiating service, End 2 End Managed Services will evaluate Client's network and equipment to determine whether necessary Managed Services Compliance and Requirements are in place. If not in place, these services will be installed and/or configured to meet the requirements. Otherwise a *Liability Waiver*



## Service Level Agreement

*Agreement* must be signed.

- Charges for bringing the network into compliance, will be billed one time or added to the agreement as additional services.
- Client shall provide a desktop and/or laptop which is less than 4 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
- The Customer agrees to maintain, or keep current, any software and/or firmware updates for all devices at the Customer's expense. Any remediation by the Service Provider will be charged to the Customer at Project Labor rates. Shall customer decline to maintain, or keep current, any software and/or firmware updates for all devices, a *Liability Waiver Agreement* will be executed.
- Customer will provide full administrative access to equipment and/or services covered under this agreement.
- Administrative access to equipment and/or services will be limited to Customer and End 2 End Managed Services approved individuals.

### 5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Refer to Executive Summary and/or Scope of Work for itemized Service Provider Responsibility

### 5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- All work is to be completed during normal working hours unless otherwise explicitly stated. (Some services may require or incur downtime during the client's normal business hours)
- Meet requirements for power, space, cabling and external/internal connectivity (If not completed prior to onsite installation, the client is subject to additional charges)
- End 2 End Managed Services reserves the right to perform portions of the work remotely.
- End 2 End Managed Services is not responsible for product or services delivery delays caused by Client facility, personnel changes, and/or manufacture delivery issues.
- Project completion within the agreed time frame is contingent upon End 2 End Managed Services receiving the necessary Client information and access to client resources, personnel, and facilities in a timely manner.
- Client will maintain appropriate licensing and authorization to use all software and services involved.
- End 2 End Managed Services is not responsible for performance issues with any third party software and integration with existing applications.
- End 2 End Managed Services is not responsible for any power issues, customer negligence, or third party services that may result in data loss.
- Changes to services will be communicated and documented to all stakeholders, and will require written approval from Customer, prior to changes being made.
- Any changes or additions outside of the initial scope of work, will be treated as a project. As such, these changes/additions will be billed above and beyond the monthly support fee stated in 5.1 Service Scope.
- This quote was provided based upon high level data and therefore is only as accurate as that data. A detailed





## Service Level Agreement

review of this proposal should be conducted to avoid gaps in what is being provided and what is being expected.

### 6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

#### 6.1. Service Availability

Support is available 24/7/365. Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Live telephone support: 7:00 A.M. to 5:00 P.M. Monday – Friday
- Calls received after office hours will be answered by the End 2 End's auto-attendant. Leaving a voicemail message will trigger a page to the on-call technician.
- Email support: Monitored 7:00 A.M. to 5:30 P.M. Monday – Friday

#### 6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 2 hours for issues classified as Emergency priority.
- Typical response within 8 business hours for issues classified as Non-Emergency.

Resolution time may vary depending on issue, technician availability, manufacturer support, etc.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

## Terms and Conditions

### ARTICLE 1: GENERAL

The Terms and Conditions contained herein shall apply to the services provided by End 2 End Managed Services (Hereinafter referred to as “End 2 End Managed Services”) to its clients (hereinafter referred to as the “Client”). Unless other terms and conditions are specifically agreed to in writing by End 2 End Managed Services and the Client prior to the commencement of work, the Terms and Conditions contained herein shall apply to any contract entered into by End 2 End Managed Services and the Client (hereinafter referred to as the “Agreement”) for the services being furnished by End 2 End Managed Services.

### ARTICLE 2: NONASSIGNABILITY

The Agreement shall not be assigned without the prior written consent of the other party. As a condition of any such written consent, such assignment shall be subject to the Terms and Conditions herein and no greater rights or remedies shall be available to the assignee. If such consent is granted, the Agreement shall be binding upon the respective successors and assigns.



## Terms and Conditions

### ARTICLE 3: PERFORMANCE AND DELAYS

The dates of performance contained in End 2 End Managed Services proposal shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence." End 2 End Managed Services shall not be responsible for delays or failure in performance resulting from acts beyond its control, including, but not limited to, Acts of God, acts of war, riots, strikes, lockouts, fire, floods, earthquakes, acts of civil or military authority, epidemics, governmental regulations, negligent acts of the Client, inability to obtain reasonable access to the property or facilities, or delays caused by the weather. In the event of delay in performance due to any such causes, the date of performance shall be extended to reflect the time lost by reason of such delay.

### ARTICLE 4: CONTROL OF PREMISES

The Client acknowledges that it is now in control of the premises and shall remain in control of the premises throughout the entire period that End 2 End Managed Services is performing services on the premises. End 2 End Managed Services will not have responsibility for any condition on the premises which is presently known to exist or which is hereafter discovered **unless caused by the negligence or misconduct of End 2 End Managed Services**. End 2 End Managed Services does not, by its entry onto the premises, or by its performance of services in accordance with the Agreement, assume liability or responsibility with respect to the premises. Neither liability nor responsibility shall be implied or inferred by reason of End 2 End Managed Services performance of any work under the Agreement. The Client grants to End 2 End Managed Services, its agents, employees, consultants, contractors and subcontractors, the **reasonable** right of entry on the premises **during regular business hours, or as otherwise agreed to by both parties**, for the performance of all services to be provided under the Agreement.

### ARTICLE 5: STANDARD OF CARE

End 2 End Managed Services shall perform the services to be provided under the Agreement, using that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality. The standard of care shall be judged exclusively as of the time the services are rendered and not according to later standards.

The Client shall be obligated to promptly report any failure to conform to this warranty in writing to End 2 End Managed Services within thirty (30) days of completion of the services, whereupon End 2 End Managed Services shall at its option, correct such non-conformity or reimburse the Client the price of the services provided **and the reasonable attorney fees incurred by the client in order to obtain either such correction or reimbursement**.

End 2 End Managed Services makes no other representation or warranty of any kind whatsoever, expressed or implied, related to the performance of the services under the Agreement.

### ARTICLE 6: INDEMNITY

The Client shall indemnify and hold End 2 End Managed Services harmless from any and all losses, costs, damages, expenses, or claims of any kind asserted against End 2 End Managed Services which are related to, on account of, or with respect to the performance of the services which End 2 End Managed Services performs or has contracted to perform. Upon written notice to the Client from End 2 End Managed Services that a claim has been asserted against it, the Client shall defend such claim against End 2 End Managed Services with counsel of End 2 End Managed Services selection and shall pay all reasonable costs and attorney's fees.

### ARTICLE 7: LIMITS OF LIABILITY

The remedies of the Client set forth herein are exclusive, and the total liability of End 2 End Managed Services with respect to the Agreement and the services furnished, shall not exceed the amount of charges paid to End 2 End Managed Services under the Agreement by the Client for the services which gave rise to such liability and the clients reasonable attorney's fees and costs. End 2 End Managed Services and its subcontractors and consultants shall in no event be liable to the Client, any successors in interest or any beneficiary or assignee of the Agreement, for any consequential, incidental, indirect, special or punitive damages arising out of the Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, or interest whether



## Terms and Conditions

or not such loss or damage is based on contract, warranty, negligence, indemnity or otherwise.

### ARTICLE 8: CHANGES IN SCOPE

The Client recognizes that from time to time circumstances require a departure from, or additions to, the original understandings of a project's requirements. In the event such changes in scope are deemed necessary by End 2 End Managed Services, End 2 End Managed Services **will** promptly notify the Client, and obtain **written** approval prior to implementing such measures. In the event the Client is not available for such approval, and the project's timely completion requires such measures as deemed prudent by End 2 End Managed Services, resulting costs will be honored and paid by the Client at our cost plus 30% (if an outside expense), or at our Standard Rates (if a End 2 End Managed Services direct cost). In the event the Client does not grant such approval, the Client will honor the proposed project cost, despite non-completion of work, and pay End 2 End Managed Services invoices for **said work actually completed by End 2 End Managed Services, or its subcontractors.**

### ARTICLE 9: CONFIDENTIALITY

Both parties acknowledge that in connection with the performance of their duties under the Agreement, it may be provided with or have access to written information and data which is proprietary to the other. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the other party's written consent, unless so required by law or a court of competent jurisdiction.

Both parties agree that, without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party, at any time whether before or after termination of the Agreement.

Both parties further agree that upon termination of the Agreement or completion of any task assigned there under, it will return all applicable information, data, related notes and work papers belonging to the other.

Neither party will be required to protect confidential information which is or becomes publicly available, is independently developed by either party outside the scope of the Agreement, or is rightfully obtained from third parties.

The Client specifically agrees to keep confidential both the terms of the Agreement and the fees charged by End 2 End Managed Services under the Agreement.

End 2 End Managed Services currently employs various highly skilled individuals who shall be rendering Services in favor of the Client, and that as a condition precedent to End 2 End Managed Services providing such employees to render the Services, the Client agrees not to solicit, or employ any employees of End 2 End Managed Services during the contract term. The Client agrees not to employ any employee of End 2 End Managed Services for a period of **one (1)** years following written termination of contract. This clause shall survive independent of contract termination for a period of **one (1)** years.

### ARTICLE 10: GOVERNING LAW

The Terms and Conditions contained herein and in the Agreement, and any act, agreement or transactions to which they shall apply, or which are contemplated hereunder or under the Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Indiana. **Each party hereby waives trial by jury in any proceedings arising out of or in any way related to this agreement.**

### ARTICLE 11: PARTIAL INVALIDITY

If any term, covenant, condition or provision contained herein or in the Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of these Terms and Conditions and the Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

### ARTICLE 12: PUBLIC RELATIONS

With permission, End 2 End Managed Services may use the Client's name and/or logo in End 2 End Managed Services press releases and may further use the Client's name and/or logo in its promotional materials. Disclosure of project information will be



## Terms and Conditions

kept minimal in order to maintain confidentiality.

### ARTICLE 13: RESTRICTIVE CONVENANT

End 2 End Managed Services is not an employment agency. Its services are provided at great expense to End 2 End Managed Services. In consideration thereof, during the term of this Agreement and for a one (1) year period immediately following the period for which any End 2 End Managed Services Employee or Contract Employee ("End 2 End MANAGED SERVICES Team Member") last performed services for the Client, the Client shall not, directly or indirectly, for itself or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor or otherwise, solicit, participate in or promote the solicitation of such End 2 End MANAGED SERVICES Team Member to leave the employ of End 2 End Managed Services or hire or engage such End 2 End MANAGED SERVICES Team Member. **In the event the Client shall violate this Article, Client agrees to pay to End 2 End Managed Services an amount equal to such End 2 End MANAGED SERVICES Team Member's annualized salary, including bonuses.**

### ARTICLE 14: CONTRACT PRICING AND INVOICING

A. The Client shall pay End 2 End Managed Services an additional fee as set forth under Payment Schedule. The additional fee rate is determined each January or as necessary by End 2 End Managed Services.

B. End 2 End Managed Services shall submit monthly invoices for any Additional Services, approved in advance by the client, that may be performed from time to time by its employees, agents or subcontractors as further described in Description of Services below. The Client shall be responsible for submitting to End 2 End Managed Services in advance all sums required for the purchase of any parts, equipment or hardware deemed necessary by End 2 End Managed Services in connection with services rendered pursuant to the terms of this Agreement. It is understood and agreed that if the Client does not make payments as provided in this subparagraph and Subparagraph A above, that End 2 End Managed Services is relieved from performing any further services of any kind, but that shall not relieve the Client of its obligations to pay any amounts due to End 2 End Managed Services pursuant to the terms of this Agreement

### ARTICLE 15: TERMINATION

A. End 2 End Managed Services may terminate this Agreement with five (5) days' written notice if the Client fails or refuses to pay sums due under Overview of Managed Services Fees, Payment Schedule or Article 14 or above.

B. End 2 End Managed Services/Client may terminate this Agreement at any time upon End 2 End Managed Services/Client giving thirty (30) days written notice to End 2 End Managed Services/Client before such termination is desired.

C. Client may terminate this Agreement at any time with End 2 End Managed Services upon giving End 2 End Managed Services thirty (30) days written notice before such termination is desired. The cancellation fee ("Cancellation Fee") is the greater of (a) the sum total of the remaining months in the Services Term multiplied by 30% of the monthly recurring fee for the cancelled Services, or (b) four times the monthly recurring fee for the cancelled Services.

### ARTICLE 16: OVERDUE ACCOUNTS AND COLLECTION

The Client agrees to pay one and one-half percent (1.5 %) interest per month or the maximum allowed by law, whichever is less on all balances which are not paid when due. In addition, if the Client does not carry out their obligations under this contract then the Client shall pay reasonable attorney's fees and all costs of collection incurred by End 2 End Managed Services in any attempt to carry out the terms of this Contract.

### ARTICLE 17: WAIVER OF BREACH





## Terms and Conditions

If either party breaches or fails to comply with any term of this Agreement, and the other party elects to waive same, such waiver shall not be construed as a waiver of future breaches or failures to comply.

### ARTICLE 18: ENTIRE AGREEMENT

These Terms and Conditions and the Agreement represent the entire understanding and agreement between the parties covering the performance of the services under the Agreement and supersede any and all prior agreements, whether written or oral, that may exist between the parties. These Terms and Conditions and the Agreement may be modified only by a written instrument duly signed by an authorized representative of End 2 End Managed Services and the Client.