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From the Desk of: George M Gardner IV
Bay Pointe Technology
Date: 12/21/2022

Dear Mrs Thomas,

Attached is the proposal from BayPointe Technology, LTD for the City of University Heights Managed IT Services. BayPointe Technology is located at 2662 Brecksville Road, Richfield, OH 44286 and is licensed in Ohio as well.

BayPointe Technology, LTD is proposing to handle all of the City's IT needs as it relates to the request and beyond. We pride ourselves in being your OneSource for all your IT needs. We do this though our staff and close/direct partnerships to provide you outstanding service at all times. This proposal has all of the costs included but please keep in mind that not all questions were answered as to exact technical details to properly/exactly quote. With that in mind, there are some estimations in this quote as well.

Thank you so much for the opportunity to bid on this service and we hope you choose our team and that we can have a long partnership together.

If you have any questions, please call us at 330-659-6400.

Dedicated to serving you,

George M Gardner IV
CEO
BayPointe Technology
ggardner@baypointetech.com
216.402.8401

Bid Sheet for RFP of the City of University Heights

Task to be Completed	Estimate of Cost	Estimate of Time to Completion
Plan and Execute the Migration of Accounting, Payroll and Payment to the Cloud	$ 180 Block Hours $35,200	30 - 60 Days
Assessment of the Rest of IT services for Migration to the Cloud, Execution of the Migration	$ 220 Block Hours $ 30,800	30 - 60 Days
Research, Plan and Execute the Transition to a New Phone Service	$ 100 Block Hours $ 14,000	60 - 90 Days
Total Expenses and Time to Completion for Cloud and Phone Migrations	$ Unknown without onside review and Discussion	6 months
Subsequent Routine Maintenance, Updating, Backup and Cybersecurity	$ per month $14,510/mo (includes licensing) w/optional items $25,160 + $11,000/yr	N/A

Note: in the **fourth** row, right column, please enter the estimate by what time **all** three tasks in columns above, carried out concurrently, are to be completed.

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Statement of Work

For

IT Managed Services

Presented to

City of University Heights

December 21, 2022

Version 1 Revision 0

Prepared By:

BayPointe Technology
2662 Brecksville Road
Richfield, OH 44286

George M Gardner IV
CEO
216.402.8401

Prepared For:

City of University Heights
2300 Warrensville Center Road
University Heights, OH 44118

Clerk of Council
Kelly M. Thomas, CMC
216.932.7800

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1.0 Executive Summary

<u>BayPointe Technology</u> is an IT Management Services as well as hardware and software sales company based in Cleveland, Ohio, supporting partners around the globe. Founded in 1997, BayPointe Technology has grown from a simple concept into a multimillion dollar, privately held firm delivering Cloud and Managed Service solutions in a highly available, secure process. Everything we do supports our Mission Statement: *"To Create long lasting partnerships with our customers that focus on the business as it relates to technology."*

Our personalized service combined with exceptional technology capabilities is structured around three primary offerings:

· <u>Managed Services</u>, including Remote Infrastructure Management, Cloud, Project Management and End User Support Services

· <u>Technical Services</u>, including Infrastructure Design and Implementation, Security Assessments, and Consulting.

· <u>Hardware and Software</u>, including licensing, warranty support, physical hardware.

We partner with some of the world's leading innovation companies to deliver Technical Services, including Cisco, Dell/EMC, Microsoft, VMWare, CloudGenix, Veeam and NetApp. (not all inclusive)

BayPointe Technology provides Managed Services for:
- Infrastructure Management – manage IT assets for availability, performance, and security
- Cloud Services - multi-tenant, secure and scalable cloud infrastructure
- End User Support – User device support provided by our help desk

BayPointe Technology currently has 7 full time technicians, 2 contractors, and other partners that we work with to support our partners business goals. We currently support three townships and are familiar with some of the special needs of those. Our current MSP client base is 15, with hundreds of other customers that we just do hardware sales/support for. We have included 3 resumes/bios for the lead team members for this partnership for your review.

1.1 Engagement Overview

The City of University Heights. (the "Partner") has requested BayPointe Technology to provide end user support as well as infrastructure monitoring and management. This RFP also includes an assessment to move services to the cloud if possible, manage all aspects of the technology in the city, and replace the phone system with a VOIP solution.

The following section of this document outlines definitions and the services BayPointe Technology will provide to fulfill these needs and related costs, assumptions, and terms.

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2.0 Services Proposed

2.1 Platform as a Service (PaaS) Hosted Environment

BayPointe Technology has reviewed basic requirements to host the infrastructure for the Partner. BayPointe Technology will provide a hosted environment for the following within Microsoft Azure:

1. Network
   a. Manage connectivity with ISP
   b. Network management and monitoring
2. Infrastructure
   a. Monitor and Manage Domain Controllers
   b. Monitor and Manage Exchange Hybrid server
   c. Monitor and Manage File server w/additional storage
   d. Monitor and Manage other appliances as required
   e. Provide Backup (Source core and Offsite)
3. Software
   a. Office 365 Licenses (M365) and management
   b. Office 365 backup
   c. Microsoft Azure Licensing

2.2 Off Site Backup and Disaster Recovery Options

BayPointe Technology's highly available and secure datacenter with additional geographically dispersed off site cloud will enable the Partner to take advantage of Disaster Recovery solutions as part of the benefits of being hosted by BayPointe Technology through Microsoft Azure. Part of the review process with the Partner and BayPointe Technology will discuss what DR options are available. With the partners assistance this will include defining what Recovery Point Objectives and Recovery Time Objectives will look like, the Maximum Tolerable Period of Disruption for mission critical applications, and the processes that go into declaring a DR event. The construction and implementation of a Disaster Recovery Plan and the associated elements will be a separate engagement. The details of the DR plan will be defined and documented with key Implementation milestones.

2.3 End User Support

1. BayPointe will provide remote and onsite support to the partner between 7am-5pm Monday-Friday. Holidays and after hours support will be on a time and materials basis and that rate sheet is attached.
2. End users can submit tickets via email or call in. After hours calls go to a call service that will contact our team for resolution.

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2.4 Business Planning

BayPointe Technology takes pride in it's relationships with partners. As such, we want both your business as well as ours to run efficiently and grow. This mentality allows us to focus on your business as it relates to technology to keep you up to date and secure. We customize our reach out to your leaders based on what you want. This communication can be weekly, monthly, or quarterly. Most of our customers prefer a quarterly business review with some touch base in between as needed to keep up the communication that you need to make sound decisions.

3.0 Assumptions

1. The Partner is responsible for providing BayPointe Technology with a suitable/reasonable workspace, phone, hardware and remote access (if required) to the Partner's network environment.
2. All accesses to Partner's facility will be in strict accordance with Partner's security policies and guidelines.
3. The Partner is responsible for providing access to current, relevant documentation.
4. Work performed as outlined within this document will follow BayPointe Technology's Change Management processes, which includes notifying the Partner of maintenance or technical support that could impact business processes.
5. Work requested that is considered to be outside the scope of services described in this document will be addressed through a separate proposal and Partner signoff will be required.
6. Applications installs must be provided by customer. It is the customer's responsibility for proper licensing and maintenance of application packages.
7. Active support agreements for all hardware and software is required.
8. Network and Infrastructure support outside the scope of this Statement of Work (SOW) and/or On-Site desktop support will be treated as Ad Hoc service request and will be invoiced according to existing Technology Service Agreement (TSA) rates (see Exhibit A).
9. BayPointe Technology reserves the right to shut off the systems if they cause an active threat to the hosted environment.
10. BayPointe Technology reserves the right to migrate additional systems that reach end of service life during this agreement as a separate engagement.
11. The Partner will need to provide confirmation of cyber insurance to be considered for managed services
12. Quantities of users, machines, servers, equipment is assumed from what is in the RFP and the prices are subject to change if there are more or less of each.

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4.0 Pricing and Terms

- **Managed Server $185/ea/mo – Qty 6 = $1,110/mo**
  - Includes the following
    - Management, Monitoring, Reporting, Inventory
    - Bitdefender Antivirus/Anti-Malware
    - Patches/Compliance/firmware updates
- **Managed Endpoint $60/ea/mo – Qty 100 = $4,800/mo**
  - Includes the following
    - Management, Monitoring, Reporting, Inventory
    - Bitdefender Antivirus/Anti-Malware
    - Patches/Compliance/firmware updates
    - MDM management for tablets/phones
- **Managed Network $100/ea/mo – Qty 10 = $1000/mo**
  - Includes the following
    - Management, Monitoring, Reporting, Inventory
    - Documentation/Diagrams/Planning
    - Firewall, switch, router patches/compliance/firmware updates
    - Update rules, troubleshooting
- **Microsoft 365 Licensing $22/ea/mo– Qty 100 =$2200/mo**
  - Price based on Microsoft Business Premium licensing and annual commitment
  - Includes password changes and add/remove users
- **Microsoft 365 Backup $4/ea/mo -Qty 100 = $400/mo**
  - Unlimited cloud backup for Sharepoint, Teams, OneDrive, Email
- **Microsoft Azure licensing (6 servers) $3,000-5,000/mo**
  - Assuming all 6 servers are going to Azure, the price could fluctuate
  - Includes Azure backup for the 6 servers
  - Assumes 4 CPU, 16GB RAM, 512GB HDD, 30 days of daily backups geo replicated
- **Prepaid Block Hours – Qty 500 @ $140/hr = $70,000**
  - Includes the following
    - Initial onboarding and discovery + documentation
    - Plan and execute Cloud migrations of servers to Azure
    - Project Management/ meetings
    - Migration of payroll and accounting system to Azure
    - Planning of VOIP migration (migration will need to be estimated with more detail. Any hours left over from above can go towards this project.
- **OPTIONAL (but recommended)**

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- **Managed EDR/MDR for all servers/desktops/laptops**
  - $114/device/year Qty 100 = $11,000/year
- **Managed Vulnerability $300/mo**
  - Includes the following
    - Monthly Vulnerability Scanning internally and externally on network
    - Includes 5 hours/month of remediation of security vulnerabilities. More than 5 hours will be subject to time and materials rate of $200/hr unless block hours are purchased ahead of time
- **Phishing Simulation and Training**
  - **$150/mo for one simulation and training + documentation**
- **Multi-Factor Authentication (MFA)**
  - **$3/device/month @ 100 devices = $300/mo**

NOTE: A 3% discount is offered for 3 yr agreements as well as a 5% discount is offered for 5 yr agreements.

4.1 Payment and Invoicing

Invoicing:

Invoicing shall occur on the first (1st) day of the month in advance for services rendered in the subsequent month. The terms are NET 30 days. Invoices shall include any applicable Sales Tax. In the case that additional services are performed, BayPointe Technology will detail the additional charges in its monthly invoice.

Overdue Payments:

BayPointe Technology reserves the right to charge a 1.5% penalty per month and to suspend service until any overdue payments are received.

Yearly Rate Increase:

On each yearly anniversary of the agreement, a rate adjustment of 3% will be levied.

Sales Taxes:

As a result of a recent interpretation of Ohio law by the Ohio Tax Commissioner, certain information system services are exempt from Ohio sales tax while others are not. In our professional opinion, the professional services described in this agreement are not taxable.

If, however, this interpretation should be overruled or if any services performed during or after this engagement are determined to be taxable, BayPointe Technology will be required to request from you payment of the applicable taxes.

Hardware and software are taxable at the prevailing rate as determined by the County of BayPointe Technology's principal place of business operation.

Travel & Expenses:

Upon Partner approved travel, BayPointe Technology will invoice for any and all reasonable expenses (airfare, lodging, vehicle rental, business meals & mileage) associated with this engagement. BayPointe Technology will adhere to the Partner's travel policies in lieu of its own at the Partner's request.

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4.2 Terms and Conditions

The Partner desires to retain services as described in Section 3. BayPointe Technology acknowledges and agrees that all of BayPointe Technology's promises, commitments, representations, warranties and covenants reflected in the Proposal are incorporated into this Agreement by this reference.

Duty to Act Reasonably:

Except as otherwise expressly provided herein, (a) the Parties each agree to act reasonably and in good faith, and (b) where a Party's agreement, consent or approval is required hereunder, such agreement, consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

Acceptable Use Policy:

The Partner will agree and adhere to the BayPointe Technology Acceptable Use Policy (AUP), as specified in the attached document.

Confidentiality of this Agreement:

Each party shall treat as confidential and shall not use, copy or duplicate or, except as required by applicable law, disclose to any person or organization any proprietary, non-public or confidential information of the other party, which is accessed by or submitted or disclosed to such party pursuant to this Agreement.

Employee Solicitation:

Neither party shall directly or indirectly solicit or offer employment or hire employees, contractors, consultants and subcontractors from the other firm without a specific written agreement during the course of this agreement and for one year after its termination or expiration.

Length of this Agreement:

Subject to earlier termination as set forth herein, the term of this Agreement shall be 1-5 years as decided from the partner.

Early Termination of this Agreement:

Either party may terminate this agreement with 90 days written notice.

The Partner may elect to terminate this Agreement prior to the end of the "Term" subject to the following:

1. The Partner shall provide BayPointe Technology written notification of the early termination of this Agreement at least 30 days prior to the actual early termination date. In connection with the termination notification, the Partner shall identify its reasons for early termination,

including, without limitation, whether termination is for the convenience or cause.

2. If the early termination is due to a cause (delivery issue), the Partner shall provide:
    a. BayPointe Technology the opportunity to cure service delivery deficiencies. BayPointe Technology shall have 30 days from receipt of written notification to address and cure the service delivery issue.
    b. If BayPointe Technology fails to cure the service deficiency within 30 days, the Partner at its option may terminate and no early termination fees shall be payable to BayPointe Technology.

3. If the Partner terminates this Agreement early for its convenience, the Partner shall pay BayPointe Technology three (3) months services.

5.0 Review and Execution

Signing of this document, or receipt of a signed purchase order from the customer, will be considered formal notification to proceed.

The payment terms are described in the Section 5 executed by the authorized parties at BayPointe Technology and the Partner. The Parties have executed this Agreement through their duly authorized representatives whereupon it becomes binding in accordance with its terms.

BayPointe Technology (BayPointe Technology):

Reviewed By: Jerry Krane, Manager of Engineering

Signature: _____ Date: _____

Executed By: George M Gardner IV, CEO

Signature: _____ Date: _____

The Partner:

Executed By: _____

Title: _____

Signature: _____ Date: _____

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Exhibit A – After-Hours Technology Services Agreement

The Service

This Technology Services Agreement covers Partner-requested technical support for after-hours and holiday times. Technical support is provided on a Time & Material basis initiated by the partner in this case.

How to Contact the BayPointe Technology Service Desk
- Email: help@BayPointetech.com
- Phone: 330.659.6400

How Our Service Works

Upon contacting BayPointe Technology, a trouble ticket will be entered into the BayPointe Technology ticketing system. BayPointe Technology will attempt to resolve the Level 1 incident and if necessary, will escalate the incident to the appropriate Level 2 or Level 3 resource for resolution and completion. Response times vary depending on call volume, the availability of resources, complexity of the issue, and the thoroughness of the information provided.

When a ticket is escalated to either Level 2 or Level 3 support, BayPointe Technology will match the best technical resource to the issue for resolution. The technical resource for Level 2 or Level 3 support will contact the partner representative in order to initiate the troubleshooting process. BayPointe Technology will do its best to estimate the time it may take to resolve the issue prior to billing depending upon the complexity of the issue.

2022-23 Rate Schedule

Off hours M- F 5pm - 8am (EST) Weekends & Holidays		
Support Role	**Off-Hours Hourly Rate**	**Initial Minimum**
End-User Support	$110	1 hour
Administrator– Network/System	$180	1 hour
Engineer — Network/Sys	$260	1 hour
SQL DBA	$260	1 hour
Architect — Network/Sys	$300	2 hour
Project Manager	$260	2 hour

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REFERENCES

Gospel House
Pat Sepkovich
440-439-6555
psepkovich@thegospelhouse.com

Herschal Products
Tyler Malorni
330-523-5210
tmalorni@dynamicsresearch.net

Holy Cross Lutheran Church
Tom James
330-499-3307
tom@holycrossnorthcanton.org

Javitch Block, LLC
Pierre Hage
Systems Administrator
216-623-0000
pelhage@jbllc.com

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BLOCK HOURS

Bay Pointe's support services are billed at $200/hour unless a block hour agreement is in place before the services are requested. The available pre-paid block hour plans are listed below for your organization to choose from.

HOURS	RATE	DISCOUNT	TOTAL
10	$180	10%	$1,800
20	$170	15%	$3,400
50	$160	20%	$8,000
100	$150	25%	$15,000
250	$140	30%	$35,000

**Block hours are valid for one year from purchase date

**After-hours and holiday support will consume 1.5 times the actual hours used

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www.baypointetechservices.com   330-659-6400   info@baypointetech.com

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PROJECT SERVICES

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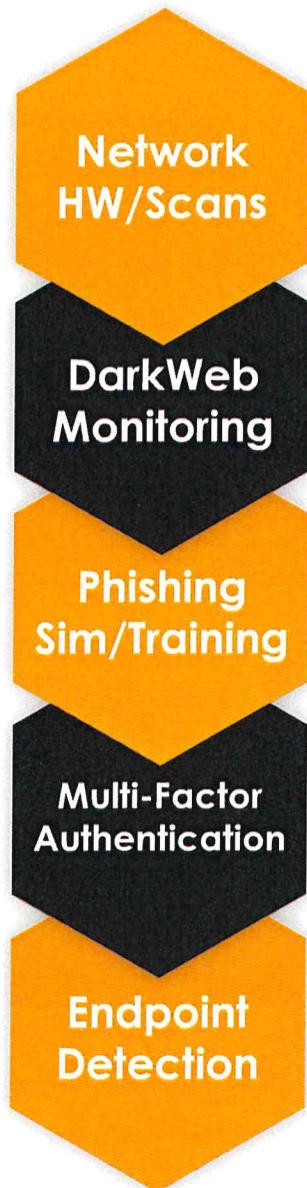MICROSOFT 365/EXCHANGE MIGRATIONS

CONSULTATION SERVICES

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DISASTER RECOVERY PLANNING + EXECUTION
BUSINESS CONTINUITY PLANNING + EXECUTION

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THE LAYERED APPROACH
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Multi-Factor Authentication

Endpoint Detection

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Having **multiple layers** of security not only helps **protect** your enviroment from potential bad actors, but it could **save** your company **thousands** of dollars each year.

WE'RE HERE TO HELP.

With 23+ years in IT, Bay Pointe has developed ways to help your environment become **better protected** without disrupting day-to-day business operations.

Our world-class solutions are **effective, affordable** and are sure to secure your environment, giving you the **peace of mind** you deserve.

CONTACT US TODAY FOR YOUR *FREE ASSESSMENT.*

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800-746-1420 / 330-659-6400

info@baypointetech.com

Jerry Krane is Manager of the Engineer Team at Bay Pointe Technology. **Jerry** has 20 years of experience in Information Technology with a direct focus in the Microsoft environment

Jerry's core skills include Microsoft 365, Azure, Active Directory, Microsoft Endpoint Configuration Manager, and monitoring products

Jerry also has experience with VMWare, Microsoft SQL, and disaster recovery planning.

CONTACT

PHONE:

330-460-4606

WEBSITE:

www.baypointetechnology.com

EMAIL:

jkrane@baypointetech.com

SKILLS

- Cloud
- Collaboration
- Endpoint Management
- Identity Management
- Monitoring
- Virtualization
- Project Management
- Disaster Recovery Planning and Testing

WORK EXPERIENCE

Datacenter Cloud Migration

- Performed discovery and assessment of datacenter environment
- Developed cost estimates, project plan, and timeline for moving datacenter to Azure
- Coordinated changes and migration efforts between datacenter and customer IT resources
- Implemented cost savings measures post-migration

Modern Workplace Implementation

- Developed cost estimates, hour estimates, project plan and timeline for moving 40 unmanaged users to a managed environment built on AzureAD and InTune
- Coordinated changes with onsite staff and provided post-migration support.

Disaster Recovery Testing

- Worked with local IT staff to identify key systems to business operations
- Developed playbook and testing procedure for key systems
- Replicated systems to isolated Azure environment
- Coordinated access to and testing of DR resources
- Documented process and recommended improvements for future DR tests to business.

CERTIFICATIONS / EDUCATION

University of Toledo– Computer Science and Engineering Technology

- VMware Certified Professional (4.0, 5.0, 5.5, 6.0, 6.5)
- Microsoft Certified Solutions Expert (Server Infrastructure, Cloud Platform and Infrastructure, Productivity)
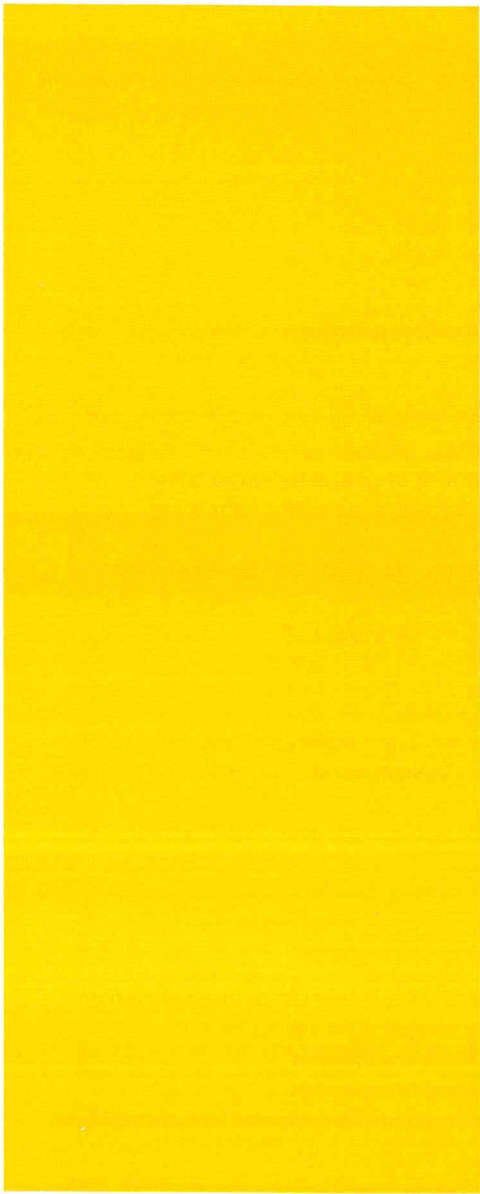
Nate Tuck is part of the Engineer Team at Bay Pointe Technology. **Nate** has less than 6 months of experience in Information Technology with a direct focus in the Microsoft environments.

Nate's core skills include endpoint support.

CONTACT

PHONE:

330-659-6400

WEBSITE:

www.baypointetechnology.com

EMAIL:

ntuck@baypointetech.com

SKILLS

- Windows Desktop Configuration and Security (Windows 7 / Windows 8 / Windows 10)
- Microsoft Office 365 Desktop Client

WORK EXPERIENCE

Windows 10 Upgrade | Manufacturing

Microsoft Windows Life Cycle Management

- Key requirements included
  - Backup of current environment
  - Upgrade from Windows 7 to Windows 10
  - Testing of all applications to ensure successful upgrade
  - Performance testing

Windows 10 Upgrade | Education

Microsoft Windows Life Cycle Management

- Primary responsibility to setup endpoints with proper software and peripherals as well as test all applications perform as expected before and after an upgrade.

CERTIFICATIONS / EDUCATION

A+ certification

Mike Golden is part of the Engineer Team at Bay Pointe Technology.

Mike has 23 years of experience in Information Technology with a direct focus in the Microsoft and VMware vSphere environments.

Mike's core skills include hypervisors (VMware, Hyper-V), router (Cisco), switch(Cisco, Brocade, HP/Aruba, others) Fortigate firewalls, active directory

Mike also has experience with VOIP, MS-SQL Servers, and Mass Storage.

CONTACT

PHONE:

330-659-6400

WEBSITE:

www.baypointetechnology.com

EMAIL:

mgolden@baypointetech.com

SKILLS

- Firewall
- Routing & Switching
- VLANs
- VMware ESXi
- Microsoft Servers and Clients
- Hardware and Software troubleshooting
- Network Diagnostics

WORK EXPERIENCE

VMware vSphere host deployment | Manufacturing and Retail
- Deployed hosts in multiple types of environments
- Test and verify High Availability of environment
- Setup automatic updates to ensure security of the cluster
- Setup Distributed Resource Scheduling to ensure hosts balance loads
- Configure VM templates with answer scripts to deploy new windows VMs quickly

Local Datacenter Maintenance

- Maintain and alter firewall for traffic shaping and rules for both internal traffic and tenant traffic
- Maintain switches and routing to segregate traffic and maintain flow
- Maintain all equipment related to servers and connections to hypervisors to the network.

Network switch and firewall upgrades

- Configured new firewalls for client, building out additional subnets and traffic shaping for corporate and guest wireless network
- Configured new VLANs on switches to properly route traffic to firewall and router as needed.
- Setup wireless guest network is isolated from the production network for security.

CERTIFICATIONS / EDUCATION

Terra State Community College – Applied Science / Information Systems

- VMware Certified Professional (5.5, 6.5)
- HP Accredited technical Professional
- A+ Certified Technician

Ethan Soltis is part of the Engineer Team at Bay Pointe Technology. **Ethan** has 3 years of experience in Information Technology with a direct focus in the Microsoft environments.

Ethan's core skills include routing, switching, endpoint support, and server maintenance.

Ethan has experience with Fortinet, Cisco, and VMware.

CONTACT

PHONE:

330-659-6400

WEBSITE:

www.baypointetechnology.com

EMAIL:

esoltis@baypointetech.com

SKILLS

- Routing & Switching
- Wireless Configuration & Management
- Active Directory & Group Policy Management
- VoIP System Configuration & Management

WORK EXPERIENCE

Switch Install | Government

Key requirements included:
- Configuring switch
- Configuring LAGs
- Configuration of VLANs
- Primary responsibility to test network prior to and after installation

Wireless Install | Manufacturing

Key requirements included:
- Mounting and cabling for access points
- Configuring access points
- Configuring switch trunk ports
- Configuration of VLANs
- Primary responsibility to test network prior to and after installation

Network Redesign | Education

Key requirements included:
- Architected the full circle preparation, execution, and verification of the network redesign
- Configuration of VLANs
- Creation of Firewall policies
- Creation of IP Addressing schema
- Configuration of DNS/DHCP

CERTIFICATIONS / EDUCATION

LCJVS Network Communications Technology Graduate

- Allworx Certified Professional (ACP)