

# Professional Services Agreement

## 1. Services

This Agreement between City of Forest Park, GA, herein referred to as the Client, and the Service Provider, InterDev, LLC, herein referred to as InterDev, is effective upon the date signed, and shall remain in force for a period as described in Term of Agreement. Client shall engage InterDev to perform the services described in **Exhibit A**.

### Term of Agreement

Start date of Services is \_\_\_\_\_ for a 12-month contract. Upon expiration of this initial term, Agreement shall automatically renew for a term of one (1) year in perpetuity for up to four (4) additional years unless either Client or InterDev notifies the other party in writing of its intention to not renew this Agreement, which notification must be delivered no later than sixty (60) days prior to the expiration of the then current term of the Agreement.

Client hereby engages InterDev for the initial term set forth above, to provide services in support of Client's Information Technology and Cyber Security ("IT and Security Services"), main location in Atlanta, GA.

This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:

- Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of such written notice.
- Breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- Termination; Mutual Consent. This Agreement may be terminated upon the mutual, written consent of the parties.
- If either party terminates this Agreement, InterDev will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay InterDev the actual costs of rendering such assistance. Any controversy between Client and InterDev involving the contracted services of this Agreement shall on the written request of either party be submitted to state of Georgia arbitration.
- Notwithstanding any provision herein to the contrary, The Client may terminate this Agreement at any time for any reason with sixty (60) days advance written notice. In such event, Interdev shall be entitled to compensation for all services actually rendered through the termination date at the rate set forth in Exhibit A.

## 2. Payment Schedule

Monthly payment as set forth in Exhibit A, will be invoiced to Client on the first of each month and will become due and payable 15 days after receipt. Upon each anniversary of the agreement, the services rate and project resources rate will automatically increase by five (5) percent. Services may be suspended if payment is not received within 15 days following date due. If payment is not received within 30 days of receipt of invoice, Client will be assessed a late charge equal to 1½ percent of the unpaid amount per month.

## 3. Escalation

Escalation contacts are:

*Josh Auld – IT Services Manager*  
[jauld@interdev.com](mailto:jauld@interdev.com)  
318-605-7500 Cell

*Jason Brookins – Chief Operating Officer*  
[jbrookins@interdev.com](mailto:jbrookins@interdev.com)  
678-672-1512 Desk  
404-391-0846 Cell

*Rosie Caldon – Director of Support Services*  
[rcaldon@interdev.com](mailto:rcaldon@interdev.com)  
678-672-1519 Desk  
404-272-5009 Cell

## 4. Use of software

Authorization to use any software provided by InterDev to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of InterDev materials. Modification of such materials or the use of such materials for any purpose not authorized by InterDev is prohibited.

## 5. Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and/or InterDev Personnel; and/or (ii) through collaborative efforts of InterDev (including InterDev Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to InterDev; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including InterDev Personnel and Client Personnel) without the express, written consent of InterDev, which consent may be withheld. Upon request of InterDev, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of InterDev.

## **6. Non-Solicitation, Non-Hire**

The Client agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Client shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Contractor without the express written consent of the Contractor.

In the event that the Client breaches the non-solicitation clause stated above and hires an employee or contractor of the Contractor without obtaining the Contractor's prior written consent, the Client agrees to pay a recruiting fee to the Contractor. The recruiting fee shall be equal to 100% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the Client.

The Client shall promptly notify the Contractor in writing upon extending an offer of employment to any employee or contractor of the Contractor. The notification should include details of the employment offer, including the position, start date, compensation package, and any other relevant terms.

This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Contractor, whether introduced to the Client by the Contractor or identified independently by the Client during the term of this Agreement and the one (1) year following its termination.

In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **7. Disclaimer of Warranties**

Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, InterDev disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. InterDev does not warrant that use of software or products furnished by InterDev will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

## **8. Limitation of Liability**

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental, or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

## **9. Good Faith**

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

**10. Miscellaneous**

This instrument contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. InterDev is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. If arbitration strikes down one of the provisions the rest of the contract should remain enforceable. InterDev shall not be liable to Client for any failure or delay caused by events beyond InterDev's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

**11. Taxes**

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

**Disclaimer**

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

**Accepted by:**

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<b>Authorized Signature/Title</b>	<b>InterDev, LLC</b>	<b>Date</b>
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<b>Authorized Signature/Title</b>	<b>City of Forest Park, GA</b>	<b>Date</b>
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**Exhibit A**

Attached InterDev Proposal



# Managed IT & Security Services

Proposal - City of Forest Park, Georgia - July 28, 2023



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# Executive Summary





# Cover Letter

July 27, 2023

Dear Mr. Cox,

InterDev is honored to have the opportunity to continue to serve the City of Forest Park. The relationship we've developed with the City over the last three (3) years is special. So much so, we view our relationship through the lens of a partnership. As your partner, it would be our top priority to deliver services to the City of Forest Park in a manner that advances the following priorities.

Security	24x7 Responsiveness	Cost Savings
InterDev strives to build and maintain a security environment that promotes cybersecurity, and that reduces the likelihood of external threats that could impair the City of Forest Park's ability to operate.	When there is a security threat, InterDev will be poised to deliver the very best we have to offer to mitigate and minimize harm, while also aggressively working to remove the threat. Our responsiveness also extends to employee-related matters. When there is a need for tutorials, or workplace IT maintenance matters, InterDev will respond with proficiency.	At every turn, InterDev will strive to recommend equipment replacement, software, hardware, and processes that ensure maximum performance for the IT environment we build, and best-of- breed resources at a price that promotes cost savings.

We thank you for allowing us an opportunity to have an impact on the employees and citizens of the City of Forest Park. It would be an honor to continue to serve your needs.

Sincerely,



Gary Nichols  
CEO

# IT & Security Services



# INTERDEV SERVICE CATALOG

The following tables indicate the services included in InterDev's standard managed support services.

## END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none"> <li>• support for server &amp; peripheral hardware</li> <li>• Remote hardware support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/ Cloud)	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none"> <li>• Remote application and hardware support</li> <li>• application and hardware support</li> </ul>
Lifecycle Management	Standard management and administration of end user hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Limited Application Monitoring</li> </ul>
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ Remote hardware support</li> <li>▪ support for server &amp; peripheral hardware</li> <li>▪ Incident Management</li> <li>▪ Problem Management</li> </ul>
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ application support</li> <li>▪ Remote application support</li> <li>▪ Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Version Control</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Hypervisor Updates</li> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Application Monitoring</li> </ul>
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. Includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• On-premise data backup management</li> <li>• Cloud data backup management</li> <li>• Data backup application support (on-premise or cloud)</li> <li>• Disaster Recovery application support (On-premise or Cloud)</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>▪ Access Control System Management</li> <li>▪ Environmental Control Systems Management and Monitoring</li> </ul>
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none"> <li>• support for server &amp; peripheral hardware</li> <li>• Remote hardware support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise-wide network hardware and applications	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all network-related hardware and applications	<ul style="list-style-type: none"> <li>• IOS Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Limited Application Monitoring</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>• Access Control System Management</li> <li>• Power Systems Management and Monitoring</li> <li>• Cable Infrastructure Management</li> <li>• Environmental Control Systems Management and Monitoring</li> </ul>

## SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> <li>• Remote Support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Basic Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Anti-Virus Management and Support	Configuration, Management, and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/EPP in the environment	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> <li>• Operating System Updates</li> <li>• Firmware Updates</li> <li>• Third Party Application Updates</li> </ul>
Email Security Management	Configuration, management, and monitoring of email security platform.	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>

# IT Support

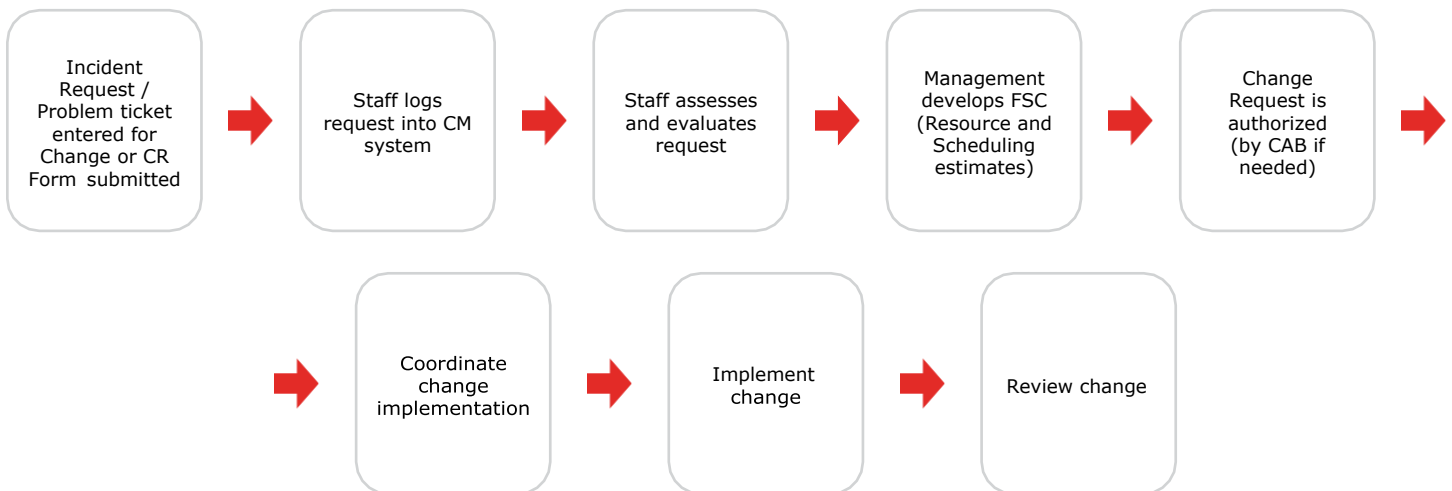
## WORK ORDER / TROUBLE TICKET SYSTEM:

Below are abbreviated workflow diagrams of our Incident Management, Problem Management, and Change Management processes.

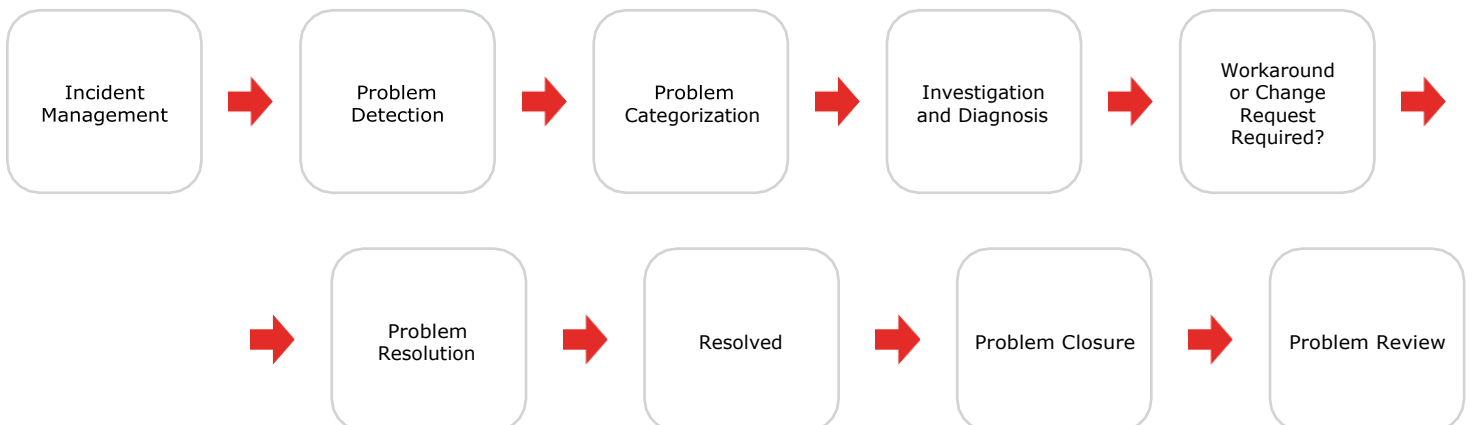
### Incident Management Process



### Change Management Process



### Problem Management Process



## Staff Availability and Support Services Response

### SUPPORT SERVICES RESPONSE

#### Service Levels and Response Times

InterDev will work with Forest Park to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with Forest Park expectations, business needs, and budgets. Defined SLAs are only valid during normal business hours, which are 8 AM to 5 PM EST Monday through Friday, unless otherwise agreed upon by InterDev and the client.

#### Urgency + Impact = Priority

An Incident's priority is determined by assessing its impact and urgency, where:

- Urgency is a measure of how quickly a resolution of the Incident is required
- Impact is a measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

#### Incident Urgency (Categories of Urgency)

SERVICE NAME	DESCRIPTION
High (H)	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

#### Incident Impact (Categories of Impact)

SERVICE NAME	DESCRIPTION
High (H)	Many staff are affected and/or not able to do their job. Many customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate
Low (L)	A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be minimal.



A defined SLA (SERVICE LEVEL AGREEMENT) structure increases our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set the City's staff expectations for when they can anticipate their incident or service requests to be filled. These levels can be modified if higher response levels are necessary for certain City services (i.e., Police, Fire, Emergency Operations.)

The finalized Priority Matrix for each Service Level or SLA layer would resemble the draft version below. The City's actual SLA's will be determined jointly between Forest Park and InterDev.

		IMPACT		
		H	M	L
Urgency	H	1	2	3
	M	2	3	4
	L	3	4	5

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Critical	30 Minutes	1 Hour
2	High	1 Hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	48 Hours
5	Very Low	1 Day	1 Week

## InterDev Security Offering

**Security Essentials** - This package of security products and services is InterDev's recommended entry point for all our clients and is representative of the tools that every organization should have. This package provides organizations with an increase in overall security posture that directly translates to a reduction in cyber-risk.

Managed Security Services	Essentials
Patch Management	X
Endpoint Detection and Response (EDR)	X
Active Threat Hunting	X
Total Email Security, Archive & Cloud-To-Cloud Backup	X
Multi-Factor Authentication	X
Monthly Vulnerability Scans <sup>1</sup>	X
Firewall Management	X
DNS Security and Filtering	X
Dark Web Monitoring	X

*\*Internal vulnerability scanning requires the installation of a virtual appliance*

**Patch Management** – InterDev uses Ninja RMM (Remote Monitoring and Management) as our system monitoring and patch management tool. InterDev will configure the patch management policies in concert with the client to find a balance between rapid deployment of critical patches with the least disruption to operations. Patch management includes operating system patches and a library of common third-party applications such as Google Chrome, Mozilla Firefox, Adobe, etc. Ninja also has the capability to provide image backups of servers and workstations as well as data backup capabilities.

**Managed Endpoint Detection and Response (MDR)** - We have partnered with SentinelOne to provide an enterprise-grade, lightweight and highly effective endpoint protection platform with our high security configuration. This product is backed by a cybersecurity insurance product. We have witnessed this product stop browser-based web attacks in near real time. This is the security team's go-to tool when performing incident response to ensure an environment is fully protected. This offer comes in two variations to fit any budget.

**Active Threat Hunting** – InterDev has partnered with Huntress Labs to provide an active threat hunting agent that can find persistence mechanisms that anti-virus may not detect. It also provides external visibility for any exposed network ports that may present a risk and ransomware canaries that serve as an early warning that an individual system may be under attack. These canaries also act as a thumbprint if a breach ever occurs, we can use the canary to trace it back and determine what data may have been exfiltrated.

**Total Email Security** - Provided by Barracuda networks and hardened by our security team, this platform ensures that malicious email does not reach your users' mailbox. For our Office 365 customers, we also leverage Barracuda's Impersonation Protection that leverages a behavior-based AI (Artificial Intelligence) engine to prevent account take-over, auto-remediate phishing attempts and prevent domain spoofing. Our Email security offering also includes mail archive for compliance and backup of Microsoft 365 environment to include Exchange Online, SharePoint, OneDrive, and Teams

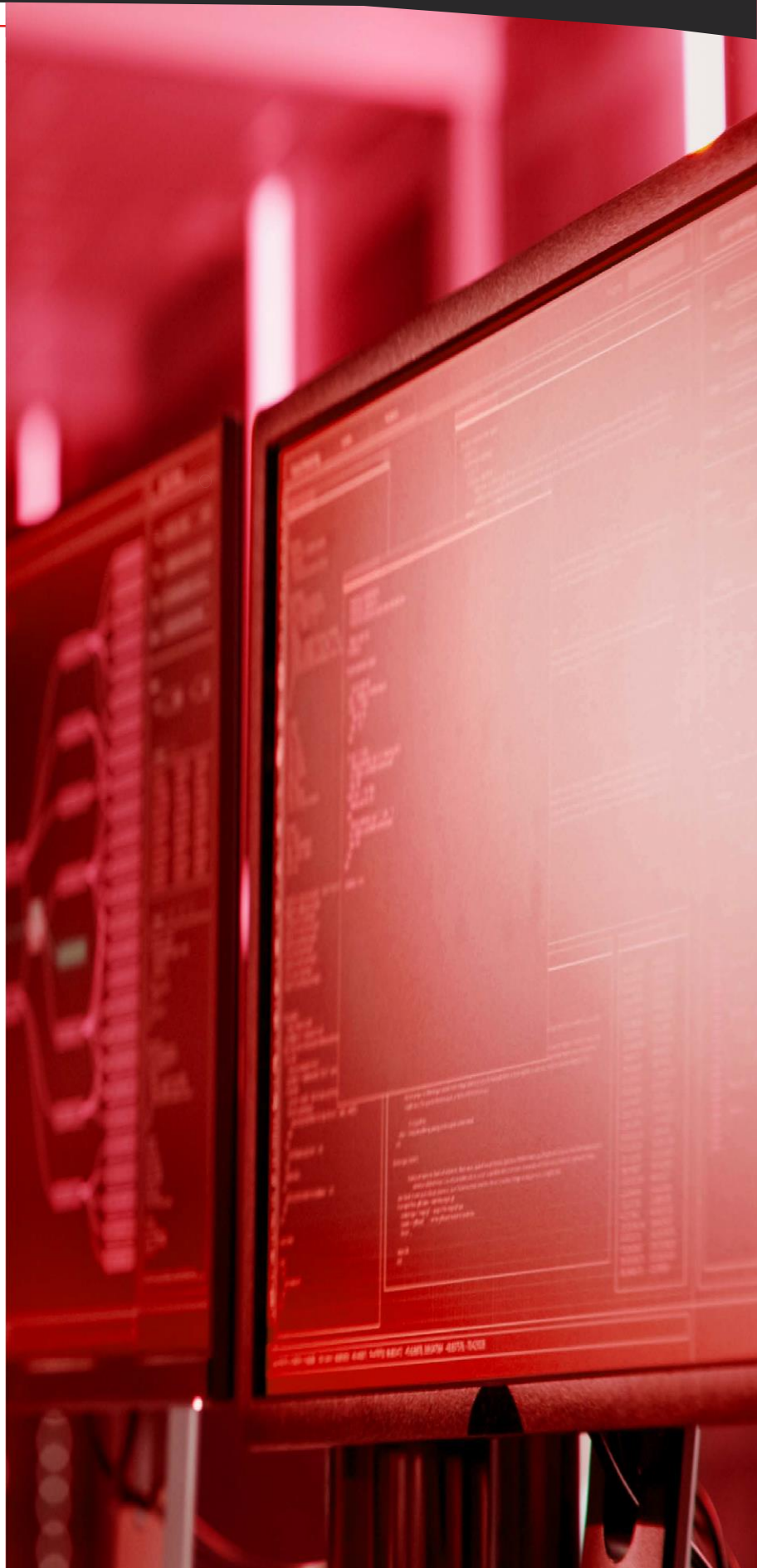
**Monthly Vulnerability Scans** - Using the RapidFire Tools platform, the InterDev team conducts monthly scans of the internal and external Internet Protocol (IP) address space to identify any vulnerabilities or misconfigurations that could impact overall security. This also serves to help validate that all patches have been applied correctly and identify systems not covered by automated patching.

**Firewall Management** - Having your firewall hardened and managed by our security team will ensure that only authorized communications traverse your network boundary. The team also ensures that the platform is backed up, updated and current with manufacturer recommendations.

**DNS Security and Filtering** - Provided through Cisco Umbrella, securing your DNS traffic is one of the number one strategies to defeat malware as it detects potential malicious activity prior to the connection being established. It provides this protection whether on or off network and extends on-premises web filtering to mobile users. This also provides our security team with the ability to detect and manage potentially unwanted or malicious applications in your Microsoft 365 environment.

**Dark Web Monitoring** - Using Kaseya's ID Agent platform, the security team monitors and is alerted when your credentials are found on the dark web allowing us to take pre-emptive action to protect against account compromise.

# Price Proposal



## INTERDEV PRICING

### Co-Managed IT and Security Services

DETAILED SERVICE PRICING LISTING		
STANDARD SERVICE CATEGORIES		MONTHLY
End User Services	<b>Co-Managed IT Support (250 Users):</b> <ul style="list-style-type: none"> <li>• Managed Workstation, Server, &amp; Network</li> <li>• Remote Management &amp; Monitoring Software</li> <li>• Network Monitoring</li> <li>• Management of Backup Solution</li> <li>• Patch Management</li> </ul>	\$19,375
Data Center Services		
Network Services		
Security Services	<b>Security Suite (Essentials):</b> <ul style="list-style-type: none"> <li>• Managed Detection &amp; Response (MDR)</li> <li>• Active Threat Hunting</li> <li>• Total Email Protection</li> <li>• Vulnerability Scanning</li> <li>• DNS Filtering</li> <li>• Firewall Management</li> <li>• Dark Web Monitoring</li> </ul>	
<b>Monthly Cost</b>		<b>\$19,375</b>

**Pricing Notes:**

Monthly cost includes software in addition to labor for the services specified.

Onsite support can be provided as needed and will be billed separately. InterDev will make every effort to resolve requests remotely prior to scheduling dispatches to maintain efficiency and swift resolution

**Pricing Adjustment "True Up" Schedule** - The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment on a quarterly basis. This "true up" will adjust billing for the next quarter based on the total number of confirmed users by the Client. The Client will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the client, the difference for the last 30 days of services.

**A 5% Escalator shall apply on the anniversary date of the agreement**

## Responsibility Matrix

Support Item	InterDev - 1st level	InterDev - 2nd Level	Forest Park IT - 1st Level	Forest Park IT - 2nd Level	NOTES
Monitoring	X	X			Network and server availability monitoring. Alerts are created for InterDev staff to respond on 7x24 basis.
Windows patching	X	X			Automated Microsoft Desktop and Server patching as released by Microsoft
Desktop & Server Management tools (ConnectWise Automate)	X	X			Provide the means to support servers and desktops remotely which are available to Vendor and County MIS/IT Team Members. Asset management for tracking of servers and desktops/laptops.
Network support	X	X	X		Management and support of network equipment over all sites to include remote and wireless access points; 1st level is shared between Vendor and local MIS/IT team with an emphasis on MIS/IT local team. 2nd level is provided by Awarded Vendor.
Windows Server support	X	X	X		Management and support of Windows Servers; currently operating with over 40 virtual windows servers; 1st level is shared between Vendor and local MIS/IT team. 2nd level is provided by InterDev.
VMWare Support	X	X			County has three physical Dell servers running VMware; Library has two physical VMware servers; Sheriff's office has one physical server running VMware.
SAN (Nutanix)	X	X			The city currently has a Nutanix SANs, used by the three County VMware servers providing storage to servers
Backups	X	X			Backups of all Windows servers
VoIP Phone Support			X	X	Management and support of Cisco call manager providing VoIP phone services. The city handles all 1st level with shared 2nd level between Awarded Vendor and County.
Desktop Support and Help Desk		X	X	X	Overall, these duties are covered locally by the Forest Park IT team. However, InterDev provides this as a Time & Material cost as needed or required by city IT resources.
Cellphone Support			X		These duties are all covered locally by the Forest Park IT Team
Badge Physical Access			X		These duties are all covered locally by the Forest Park IT Team

## INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks as a project that will be billed per the rate card within the proposal. InterDev defines a project as a fundamental change or upgrade to a system or the implementation of a new system or technology that would exceed ten (10) hours of total work. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – As needed, the project must be documented to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.

The rate card includes the discounted rates offered to InterDev MSP (Managed Services Provider) clients.

PROJECT RESOURCES	RATES
CIO/CISO	\$275.00
Systems Engineer III/Network Engineer III	225.00
Systems Engineer II/Network Engineer II	200.00
Systems Engineer I	175.00
Systems Administrator	150.00
Security Engineer	225.00
Project Management	200.00
GIS Analyst II	160.00

*Profiles for the InterDev Management team are included in the body of this proposal. InterDev will provide any additional information regarding each participant upon request. Due to the sensitive nature of the data managed by InterDev at our Public-Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI (Federal Bureau of Investigation) - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state, and federal agencies. All additional staff members assigned to support the City of Forest Park will be subject to InterDev's rigorous internal background checks and any City background investigations requested.*