

TodoVerde

TodoVerde LLC
8008 Vineyard Ct
Burleson, TX 76028
Email PO to jeff@todoverdellc.com

Date: 6/8/2022
Customer: City of Joshua
Customer contact: Amber Bransom
Customer Telephone: 682-317-2801
Customer Email: abransom@cityofjoshuatx.us
Sales Person: Phoward
Quote Number: 220608

				TIPS
Item	Description	Qty	Unit Price	Extended Price
TV-MS- WKSTN-STD	WORKSTATION MANAGEMENT PLAN	47	\$80.00	\$3,760.00
TV-MS-SRV-STD	SERVER MANAGEMENT SUPPORT	11	\$85.00	\$935.00
TV-MS-VM-HOST-STD	MANAGED VM HOSTS	1	\$85.00	\$85.00
TV-MS-NW-FW-SEC-STD	MANAGED NETWORK FIREWALLS	2	\$75.00	\$150.00
TV-MS-NW-SW-STD	MANAGED NETWORK SWITCHES	9	\$40.00	\$360.00
TV-MS-NW-AP-STD	MANAGED AP'S AND WIFI SUPPORT	19	\$30.00	\$570.00
TV-PS-SVCS-HR-MO	4 HOURS ONSITE SUPPORT PER MONTH INCLUDED	4	INCLUDED	\$0.00
ONBOARDING	ONE TIME CHARGE FOR ITEMS IN EXHIBIT A	1	\$11,780.00	\$11,780.00
Total Monthly Charges	Monthly charges for Managed Services			\$5,860.00

Terms and Conditions

- 1> Quotation Valid For 30 Days.
- 2> All Prices are in US Dollars.
- 3> Prices do not include taxes. Customer shall be responsible for any applicable taxes.
Please forward tax-exempt certificate as appropriate.
- 4> Hardware and software F.O.B.Destination.

Todo Verde LLC		
Patrick Howard Account Manager phoward@todoverdellc.com	Jared Rojas Sr Project Manager jrojas@todoverdellc.com	Dorey Thompson Solutions Architect 432-528-3034 dorey@todoverdellc.com

- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Spyware and Adware Removal
- Includes Antivirus licensing

Managed VM Host

Create Rules and monitoring
Patching if necessary staying in same version

Managed Network Firewall

Create Rules and monitoring, software upgrades for supported firewalls

Managed Network Switch

Traffic Flow and statistics along with configuration management

Managed Network WiFi Access Point. Monitored for various settings

Pro Services for onsite support- 4 hours/ monthly

Onboarding:

Inventory Assets & Perform Maintenance

- Physical Servers
- Virtual Servers
- Disk storage
- Firewall's/Routers
- Network appliances
- Network switches
- Connectivity and make recommendations
- UPS battery check/replacement plan
- Clients (Desktops/Laptops/MDC's/Tablets)
- Printers
- Address Microsoft Licensing (Office/Teams/Sharepoint)
- Address standard software needs.
- Create standard image for reproduction
- Check backup system- make recommended changes
- Plan internet disaster recovery solution including:
 - Redundant Internet Service Providers
 - Redundant Routers with Load Balancing & Failover capability

Fully configured & tested

City of Joshua Managed Services

Exhibit A

City of Joshua scope details

Workstation Management Plan:

- Unlimited Remote Control Support
- Microsoft Application Support Maintenance
- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Desktop Optimization & Management
- Spyware and Adware Removal
- VPN Client Management
- Windows Patch Management
- Antivirus Software Management & Update
- Includes Antivirus Licensing

Server Management Support Plan:

- Unlimited Phone Support
- Unlimited Remote Control Support
- Service Availability Monitoring Maintenance
- Microsoft Patch Management
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Printer Setting Management
- Quarterly On-Site Maintenance Security
- User Account Administration
- File Sharing Permission Administration
- Security Administration
- Virus Definition & Prevention

City of Joshua



(Signature)



(Printed Name)



(Title)



(Date)

Joshua Managed Services Agreement

Submitted to

City of Joshua

Client	City of Joshua
Client Contact	Amber Bransom
Client Email Address	abransom@cityofjoshuatx.us
TODOVERDE Contact	Patrick Howard
TODOVERDE Email	phoward@todoverdellc.com
TODOVERDE Phone Number	(714)322-0158
SOW Number	220617
Creation Date	6/1/2022

Table of Contents

1	Project Scope	3
1.1	Project Description	3
1.2	Project Planning.....	3
1.2.1	Project Sites.....	3
2	Project Overview.....	3
2.1.1	Scope Considerations	3

3	Project Definition	4
3.1.1	In Scope	4
3.1.2	Out of Scope	4
3.1.3	Project Change Control.....	5
4	Service Description.....	5
4.1.1	Definitions.....	5
4.1.2	Solution Overview	5
4.1.3	Service Agents	6
4.1.4	Customer Web Portal.....	7
4.1.5	Onboarding.....	7
4.1.6	Service Level Agreement	8
4.1.7	Customer Pre-requisites.....	8
4.1.8	Exclusions.....	10
5	Customer Responsibilities.....	9
6	Assumptions	9
7	Pricing Summary	12
	Appendix 1: Approval to Proceed with Project	13

1 Project Scope

This Statement of Work (SOW) defines the services that TodoVerde, will deliver to City of Joshua (City of Joshua or Customer). Each of the parties' responsibilities is defined to provide a clear understanding of the scope of Managed Services for Managed Service.

The pricing submitted with this SOW reflects services and responsibilities described herein.

1.1 Project Description

City of Joshua has engaged TODOVERDE to provide a SOW for Managed Services in support of City of Joshua.

1.2 Project Planning and Onboarding

TODOVERDE follows a project onboarding process that begins with planning the project with the key stakeholders. The process begins with planning for all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified.

The project initiation will consist of the following tasks:

- Define roles and responsibilities of the project core team
- Articulate project objectives, priorities, technologies being deployed, and key deliverables
- Identify the work required to achieve the project goals
- Establish a high-level schedule for the project
- Develop strategies for mitigating major project risks
- Plan the project success criteria
- Understand project dependencies
- TODOVERDE and City of Joshua will jointly define the due dates for customer owned prerequisites. TODOVERDE understands these dates are required to achieve the project outcome and may trigger changes to the project scope

1.2.1 Project Sites

City of Joshua services locations that have initially been identified are located across the City of Joshua.

2 Project Overview

2.1.1 Scope Considerations

The scope is outlined in the table below. Significant variance from this information may result in a Change Order and may incur a revised SOW. Should the noted scope or scoping details be inaccurate, the proposal can be revised to incorporate required changes.

Details	
Customer detail	City of Joshua
Recommended service	TODOVERDE Managed Services
# Of Locations	All City offices
Term	Twelve(12) month initial term

2.1.2 Proposed Architecture

Managed Services will be delivered using the TODOVERDE agents deployed as Virtual Machines on Customer owned infrastructure. The Virtual Machines consist of a Microsoft Window 10 environment with a proprietary Monitoring and Management Agent, and a Linux based network monitoring Virtual Machine. Also Managed Antivirus, , DNS filtering, and SPAM filtering for all managed end points will be included in fee to be part of this service included

3 Project Definition

3.1.1 In Scope

The following equipment and monitored devices are defined as in scope:

- Network Switching / Wireless
- Compute (physical or virtual)
- VMware Virtualization
- Firewalls / Routers
- Workstations various manufactures
- Onsite Visits as defined by TODOVERDE maximum hours per week unless emergency
- Hardware Budgeting
- Microsoft Software Contract management
- Hardware and software recommendations

The service required is to provide a managed service for City of Joshua Managed Services.

It is noted that the customer may expand over time and the managed service for these can be added via Change Order. Additional Services will be quoted on the Change Order dependent on size/scope and are not listed within this SOW. Details of scope are provided in **Exhibit A**.

3.1.2 Out of Scope

Any services outside of the scope identified herein. It is noted that this project may form part of a much larger engagement for SOC Services, and those Services will be quoted in a separate agreement when identified.

3.1.3 Project Change Control

In the process of an engagement, additional work may be required based upon on-site discovery or changes requested by the Customer. If variations from the original SOW are deemed necessary, a mutually agreed-upon Change Order will be created. City of Joshua will provide a Change Order for the Customer to review and sign before any work outside the original scope is performed or additional expenses are invoiced.

The Change Order will specifically address the work, software, or other items added to the SOW and the associated costs. A brief explanation of the requirements for the changes will also be included.

4 Service Description

4.1.1 Definitions

Customer: The Company procuring the managed service

Co-Management: Both the Customer and City of Joshua have full access to the Device/Asset for any changes or updates

Device/Asset: A combination of hardware, software and licensing that is to be monitored/managed as part of the Service

Event or Incident: An activity that has been identified to represent an interruption in service.

Log: A record of activity written by a network element, computing platform, etc. for such purposes as recording events, errors, status messages, or other operating details

OBQ: Onboarding Questionnaire. A document or online tool to gather all the required information to set up the Service.

Onboarding: The activities and process to bring the Customer in to live Service.

POC: Customer point of contact for managed service

Web Portal: TODOVERDE's web-based managed services platform

NOC: Operations Center located in Dallas, TX (Infomart).

SOW: Statement of Work

Ticket: Comes in various forms such as, but not limited to:

- *Support Ticket* – Used to log and progress Tickets of a support nature (eg., creation of new web portal user accounts).
- *Network Incident Ticket* - An activity positively identified for further investigation that warrants follow up.
- *Change Request Ticket* – Used for creating requests for workload to be implemented (e.g., updating a set of Rules).

4.1.2 Solution Overview

TODOVERDE will provide a managed service for the Customer. The service is based on the following:

TODOVERDE Managed Services	Service
24 x 7 x 365 Support P1 Tickets	Yes
Web Based Customer Portal	Yes
Console Access (Through Customer Portal)	Yes
Performance Reporting (Typically Monthly)	Yes
Root Cause Analysis (RCA) on Major Events	Yes
Ongoing Core Maintenance	Yes
Management of System & Software Updates utilizing Patch and Deploy	Yes
Asset Management Inventory	Yes
Remote Troubleshooting	Yes

Hours of Operation: TODOVERDE's managed services are delivered through the Operations Center which operate 24 hours per day, 7 days per week, and 365 days per year.

Language Support: All Services, Portal and communications are provided in English language only.

Ticketing: Ticket types include but are not limited to the following: Network Incident, Support Ticket and Change Request. The assignee of a Ticket will always be a TODOVERDE representative and if the status of the Ticket is set to "Waiting for Customer", then the progress of the Ticket is the responsibility of the Customer's designated POC(s).

Tickets have 4 severity levels as below:

- *P1 Emergency* – System down or potential security Incident that warrants urgent attention
- *P2 Critical* – Significant impact that could lead into a security Incident or system outage if not addressed
- *P3 Warning* – Moderate loss of functionality or security that should be addressed
- *P4 Informational* – Supporting information and notification of behavior

The TODOVERDE Analyst will work closely with the Customer's designated POC(s) to progress and resolve the Ticket where appropriate. If the Customer does not respond to the Ticket in a timely manner, TODOVERDE reserves the right to close the Ticket and tune out the logs to stop it reoccurring.

Tickets can be updated/progressed within the Web Portal or via email by responding to the Ticket update email that will get sent to all those set as a 'Follower' within the Ticket. 'Followers' can be automatically assigned for all Customer Tickets or individually depending on the actual Ticket. 'Followers' are confirmed during onboarding and can be adapted throughout the lifetime of the Service.

4.1.3 Service Agents

Asset	<p>TODOVERDE will use the Asset agent to maintain an accurate report of assets with real-time data:</p> <ul style="list-style-type: none"> ▪ Online/Offline inventory
-------	--

	<ul style="list-style-type: none"> ▪ SNMP data collection ▪ Inventory reports ▪ Active users
Deploy	<p>TODOVERDE will use the Deploy agent to install, update, and remove software across network targets:</p> <ul style="list-style-type: none"> ▪ Install, update, and remove applications ▪ Deploy to flexible set of targets ▪ Update existing software to latest version
Patching	<p>TODOVERDE will use the Patch agent to provide automated OS patching by scanning and deploying required patches for Windows endpoints:</p> <ul style="list-style-type: none"> ▪ Quick and accurate listings of vulnerable systems ▪ Deploy patches by the most efficient means for each endpoint ▪ Confirm patch installations ▪ Mean time to patch reporting on customizable patch lists
Performance	<p>TODOVERDE will use the Performance agent to analyze resource consumption, application health, and system health of endpoints:</p> <ul style="list-style-type: none"> ▪ Monitor and alert on critical performance metrics ▪ Directly connect to specific endpoints to determine potential root cause ▪ Proactively analyze the health of endpoints and triage problems

4.1.4 Web Portal

TODOVERDE provides a Web Portal for access and visibility to the monitored network. The Web Portal is the interaction between the Help Desk Analysts and the Customer. Through the Web Portal, customers can:

- View Dashboards for summary of Service
- View and search Alert logs and Events
- View and update profile information
- Access Service Reports
- Search, update and manage all types of Tickets

TODOVERDE will provide both standard and configurable reporting to the Customer based on requirements. The reporting will be designed during the onboarding Phase and can be updated at any point throughout the contract.

4.1.5 Onboarding

TODOVERDE will work with the Customer to bring the Service live during the onboarding process. The initial go live phase is typically 30 days but will depend on pace agreed with the Customer. Ongoing growth and expansion of the network can be accommodated at a much more assertive pace. The onboarding consists of 2 parallel streams:

- *Technical* – to set up the infrastructure required for the service.

- *Information Gathering* – to provide as much context as possible to enrich the analysis. This involves either completing a document or online tool to gather all the required information to set up the Service.

Once the onboarding is complete, the Service is considered live. All this is handled and communicated through the onboarding Process.

4.1.6 Service Level Agreement

Ticket SLAs are measured as follows:

- 'Time to Respond' is measured from when the Ticket is created to when it is first touched by a TODOVERDE Engineer.
- 'Target to Address' is the target time to implement a workaround or fix for the Ticket.

Priority	Time to Respond	Target to Address
P1 Critical Impact	1 Hour	TTR + 4 hours
P2 Significant Impact	4 hours	TTR + 8 Hours
P3 Normal/Minor	24 hours	72 hours
P4 Low/Information	48 hours	7 days

SLA Exceptions: The following exclusions are not included in the SLA calculation:

- Scheduled maintenance work required by TODOVERDE
- Change management requirements affecting managed devices
- Circumstances beyond the reasonable control of TODOVERDE
- Network or policy changes to a managed device not performed by TODOVERDE
- Loss of connectivity due to Customer connectivity issues or Customer managed issues

Maintenance Window: The TODOVERDE infrastructure maintenance window is 10pm-12am CST, it is very rare that Maintenance Windows are required that incur an interruption to the Portal or Service. Should there be a requirement for a period of time to conduct any maintenance, TODOVERDE reserves the right to communicate that Maintenance Window in advance through the notification system in the Portal.

4.1.7 Customer Pre-requisites

The following requirements must be confirmed by the Customer for the operation of the Service:

- *Software License/Subscriptions* – Service must have the appropriate full manufacturer's product license and subscriptions for the duration of the Service.

- *Hardware Support* – All Devices/Assets must have the appropriate full manufacturer's support for the duration of the Service
- *Software limitations* - only the manufacturer's application(s) and operating system are to be run on the Asset/Device
- *Connectivity* - Customer will ensure Customer-side access and connectivity to all Device/Assets as appropriate.
- *Customer Point of Contact (POC)* – The Customer is responsible for providing TODOVERDE a primary point of contact (POC). The POC will provide access to knowledgeable technical staff, and/or third-party resources, to assist TODOVERDE with any hands-on support or working with third-party vendors.

TODOVERDE supports a Fair Use Policy for the number of Tickets and Change Requests used in the Service. There is no limit on the number of Incident and Support Tickets used but TODOVERDE reserves the right to review the volume of Change Requests per Customer if it is determined that the Change Requests are being improperly used.

5 Customer Responsibilities

All services performed by TODOVERDE will be based on the following assumptions and Customer responsibilities:

- City of Joshua will designate a single point of contact to whom all communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00am to 5:00pm local time, excluding holidays)
- City of Joshua will provide remote access to all customer sites and facilities as mutually agreed by both parties during the course of the project.
- TODOVERDE and City of Joshua will jointly define standard configuration templates by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- TODOVERDE and City of Joshua will jointly define the required physical and logical site information by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- City of Joshua will supply access information and credentials to the engineer(s) for any tools and all existing equipment that needs to be configured or may need to be modified within five (5) business days of TODOVERDE's written request for access
- City of Joshua will provide Virtual Private Network (VPN) or other remote access and appropriate credentials in order to complete this project

Note: Success of the project is dependent on the responsibilities above. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on TODOVERDE engineering availability.

6 Assumptions

In preparing this SOW, TODOVERDE made certain assumptions for items not expressly documented during discussions with City of Joshua. Changes to these assumptions may affect scope and cost.

- TODOVERDE will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from City of Joshua or third party vendors
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding TODOVERDE-observed holidays, unless otherwise negotiated and noted in this SOW
- Changes to the scope of work identified during the project will require a Change Order Form that could affect the schedule, milestone, or cost of the project
- TODOVERDE will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- TODOVERDE shall rely upon any standard operating procedures or practices of City of Joshua and any direction or regulatory or other guidance provided by City of Joshua as agreed to during the project kickoff
- TODOVERDE is not providing any warranty regarding, and is not liable for, any third party software, documentation, equipment, tools or other products or materials, even if recommended by TODOVERDE
- Time estimates for the implementation of the solution do not include time required for Customer change control processes. Any change control process delays that impact the time and level of effort to deliver the solution will incur a change order for the time difference
- TODOVERDE may deliver the Services through a combination of employees, contractors, and subcontractors working under TODOVERDE's direction, at TODOVERDE's discretion
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, City of Joshua and City of Joshua
- All business days worked as part of this project will be consecutive unless agreed to in advance by both TODOVERDE and City of Joshua
- Knowledge transfer will not include any courseware or formal lab manuals. It will be hands-on knowledge transfer on the deployed solution within the City of Joshua environment. This is an informal sharing of information between technical peers and is intended to supplement but not replace any manufacturer's formal system implementation or administration classes.
- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement that impacts TODOVERDE's ability to transact business in the effected country, TODOVERDE reserves the right to defer or exclude scope obligations for the countries impacted. TODOVERDE will reduce the cost commensurate with the reduced scope
- This SOW has been developed based on the assumption that there are no scheduled cutover/change windows or change control requirements. If change control or scheduled cutovers are required, this will be managed through the Change Order process
- TODOVERDE does not require access to or receipt of any personally identifiable information, protected health information, sensitive Customer information or other structured personal

or sensitive information as defined by applicable data protection laws ("Protected Data") in its performance of the Services hereunder.

- Access to or receipt of any Protected Data is expressly out of scope under this SOW. As such, Customer will not provide TODOVERDE with Protected Data or access to Protected Data hereunder and any such receipt or access will require prior agreement by both parties to determine applicable controls, processes, security measures, or other requirements.
- Some specific training will be provided and will be described through onboarding process.

7 Pricing Summary

This is a Firm Fixed price project as described above. Costs for hardware and software are not included in TODOVERDE's fees. Work will be performed remotely.

Resource	Qty	Rate (Monthly per MEK)
Initial Onboarding Fee	1	\$11,780 One Time
Managed Workstations		\$80.00 each
Managed Servers		\$85.00 each
Managed Firewall		\$75.00 each
Managed Network Switch		\$40.00 each
Managed WiFi		\$30.00 each
Managed VM Hosts		\$85.00 each

***Note:**

- Pricing shown in U.S. dollars
- Taxes are not included in the above pricing
- City of Joshua will be billed monthly in advance upon completion of onboarding
- Payment Terms are net-10 days from TODOVERDE invoice date

Contract Term and Dates	
Initial term (months)	Twelve(12) months
Service start date	TBD
Service billing start date	TBD

Appendix 1: Approval to Proceed with Project

The undersigned parties each understand and agree that this SOW accurately sets forth the services that TodoVerde will provide City of Joshua.

City of Joshua



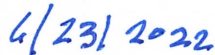
(Signature)



(Printed Name)



(Title)



(Date)

TodoVerde, LLC

(Signature)

(Printed Name)

(Title)

(Date)