

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 5/22/2025

File ID: TMP-5556

Department: ITS

Subject:

Type of Action: Introduction

Resolution authorizing the Mayor to enter into a Master Services Agreement between the City of Huntsville and Simple Helix.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515460-0000000-

City Cost Amount: \$ 90,929.28 per year for 5 years

Total Cost: \$ 454,646.40

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: District 1 District 2 District 3 District 4 District 5 D

Additional Comments:

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Master Services Agreement by and between the City of Huntsville and Simple Helix, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "<u>Statement of Work between</u> the City of Huntsville and Simple Helix," consisting of <u>sixteen (16)</u> pages and the date of <u>May</u> 22, 2025, appearing on the margin of the last page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the <u>22nd</u> day of <u>May</u>, 2025.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the <u>22nd</u> day of <u>May</u>, 2025.

Mayor of the City of Huntsville, Alabama



STATEMENT OF WORK

CITY OF HUNTSVILLE - COLOCATION 165WPL

Reference: 8433966-2

Tentative Contract Start Date: 6/1/2025

Contract Term: 60 (sixty) months

Prepared for:

Gene Uhl

gene.uhl@huntsvilleal.gov

City of Huntsville 308 Fountain Circle SW Huntsville, AL 35801

Simple Helix 165 West Park Loop NW Huntsville AL US 35806

Account Executive: N/A Prepared By: Chris Nyman Quote Expiration Date: 6/15/2025

WELCOME

City of Huntsville (the Customer) desires to engage with Simple Helix, LLC to provide certain professional services as more fully described herein. The objective of this Statement of Work ("SOW") is to provide further information on the proposed services, implementation processes and associated costs. We welcome the opportunity to work with you with respect to this SOW and look forward to being of service to your organization.

MASTER SERVICES AGREEMENT

This Statement of Work ("SOW"), adopts and incorporates by reference the terms and conditions of the Information Technology Master Services Agreement ("Master Services Agreement" or "MSA"). The MSA can be found at:

https://simplehelix.com/msa/

Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Services Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Master Services Agreement.

DEFINITIONS

"ARC" means Annually Recurring Cost that represents the fees that Customer will be required to pay to Simple Helix annually with the initial ARC payment being due within ten (10) days of the execution of this SOW and on each anniversary thereafter.

"M365" means Microsoft 365 (previously known as Microsoft Office 365)

"MRC" means Monthly Recurring Cost that represents the fees that Customer will be required to pay to Simple Helix monthly and due on the first business day of each month. The initial MRC payment is due within ten (10) days of the execution of this SOW.

"MSA" means Master Services Agreement. This document is provided on Simple Helix's website at: <u>https://www.simplehelix.com/msa/</u>

"NRC" means non-recurring cost that represents the fees that Customer will be required to pay to Simple Helix onetime within ten (10) days of the execution of this SOW.

"Onboarding" is a project phase that defines the period of time between signing the SOW and the services officially starting.

"POC" means Point Of Contact. This is an individual that works for the Company that Simple Helix communicates with to share information.

"service" is the line item in the quote section of this document. Each line item is associated with a clause in the "Services & Deliverables" section of this document.

"SOW" means Statement Of Work. i.e, this document

IMPORTANT DATES

Contract Tentative Start Date

The date at which the Customer and Simple Helix believe will be the start date of this contract during the preliminary planning phase. This date is only an estimated start date.

Contract Start Date

The official start date of this Statement Of Work will begin at the completion of onboarding. The completion of onboarding is identified by The Customer signing and returning a "Onboarding Completion Document" to the Simple Helix project manager.

Annual Updates

At the beginning of each calendar year (January), Simple Helix reserves the right to increase Simple Helix services 3% to each line of service. Simple Helix will provide documented proof of the increase upon request.

Contract End Date

The Contract End Date is determined by taking the official Contract Start Date and adding the Contract Term length to derive the Contract End date. For example, the Customer has agreed to a 36 (thirty-six) month term and their official Contract Start Date is 8/1/2023. The Contract End Date will be 7/31/2026. The Contract Term is defined on the coversheet of this SOW.

Automatic Contract Renewal

This SOW shall automatically renew for subsequent twelve (12) month periods at Simple Helix's then-current rates unless either party gives the other written notice of termination at least ninety (90) days prior to the expiration of the then-current Term or is otherwise renewed through a new Statement of Work.

SERVICES & DELIVERABLES

NOTE: the only sections that apply are the services listed in the included quotation.

The listing of *all* Simple Helix services is intentional for the purpose that additions, subtractions, and/or changes to services, at a later date, only require change orders without having to modify this SOW directly. Please be aware that you are only liable for the services listed in the quote.

MICROSOFT 365 ADMINISTRATION

Simple Helix is a Microsoft Cloud Service Provider (CSP), Microsoft Gold Partner, and per this SOW, will become your Microsoft 365 ("M365") reseller. As part of this process, your M365 tenant will be migrated or transferred from the current reseller to Simple Helix. Note, the tenant is for the billing, payment process, and licensing elements of M365. Technical administrative access will be available to both your IT personnel and the Simple Helix support team. Microsoft 365 Administration includes administration of all products within the licensed Microsoft 365 tenant (i.e., Outlook, SharePoint, OneDrive, Project, Visio, etc.).

Once Simple Helix becomes your CSP and your license reseller, Simple Helix will become your primary point of contact for support for Microsoft M365. Items included (but not limited to) with regards to support are:

- First point of contact for all questions or technical support contacts.
- Requests for license changes. This includes adding new licenses, removing licenses, or modifying licenses.
- Assigning, modifying, or removing privileges between employee(s) and license(s).
- Making administrative support requests.
- Troubleshooting Microsoft M365 applications. IE an employee who cannot check email via the Microsoft Outlook application, etc.
- Configuration requests around groups, group policies, global policies, etc.
- Address topics when Microsoft changes/upgrades their platform. For example, Microsoft combining Azure Active Directory and InTune into Entra ID.

Please note, this is a long list of support topics. A longer list of specifics can be provided upon request.

Simple Helix does not provide application support for the following M365 products:

- Microsoft Dynamics product(s)
- Microsoft Power BI product(s)
- Microsoft's telephony services.

For new Microsoft 365 customers, Simple Helix will request that a Microsoft Customer Agreement be completed and returned to Simple Helix's Managed Services Team. This allows Simple Helix to become your Microsoft partner of record.

For Customers already consuming M365 services, Simple Helix will send an email requesting that the Customer approve the request to become the Customer's partner of record. (aka transfer the reseller partner from the current reseller to Simple Helix)

Once Simple Helix has gained administrative access to the Microsoft 365 tenant, our Managed Services Team will configure the environment and user accounts to meet the business needs of the Customer.

NOTE: The Customer must be aware that purchasing Microsoft M365 licenses via Simple Helix does not make the Customer immediately compliant against any compliance frameworks. In most cases, there is additional labor that must be performed to make a Microsoft M365 tenant meet cybersecurity compliance frameworks. The labor to necessary to address compliance requirements within the Microsoft M365 tenant is addressed in the M365 configuration service(s) listed below.

Simple Helix will require input from the Customer regarding personnel needs, business needs, and preferences. Simple Helix expects the Company to provide a Point of Contact (PoC) such that such communication can be addressed in a timely and efficient manner.

As a Microsoft Cloud Service Partner, Simple Helix will receive incoming support requests, diagnose issues to the best of its ability, and then resolve issues that are within the scope of the baseline support boundaries. If Simple Helix is unable to resolve an issue, Simple Helix's support team will escalate issues to Microsoft for resolution directly. Simple Helix will leverage their CSP and Gold Partner status to accelerate resolution within Microsoft's support ecosystem.

Simple Helix engineers will provide commercially reasonable remote triage and technical support by Simple Helix during normal business hours of Monday through Friday, 8:00 a.m. – 5:00 p.m. CT, excluding holidays, with extended on-call afterhours services for outages that affect the broader company. Please ask for Simple Helix's escalation schedule to accelerate support in the event of critical outages.

The Microsoft Government Community Cloud ("GCC") and the Microsoft Government Community Cloud – High ("GCC High") environments are intended for organizations that work with the US Government directly and requires the Customer go through a validation process before licensing can be approved. This validation process is to ensure that the Customer is performing work for the US Government and meets federal contractual obligations. The Customer is responsible for validating their business with Microsoft.

MICROSOFT 365 COMMERCIAL CONFIGURATION

This is a non-recurring engineering project to perform the initial migration of your current Microsoft 365 (M365) tenant (if it exists) to Simple Helix, migrate any existing data from a specified location into M365, and to properly configure the M365 tenant to meet the basic best practices as identified by Simple Helix. The intent of this service is to ensure that the Customer has working administrative control over the tenant and that the Customer's employees have access to their email and data.

NOTE: The labor provided with this configuration may support and/or contribute towards meeting a compliance framework; however, does not fully guarantee that you will pass any compliance audit. If the Customer needs Simple Helix to help them meet a compliance framework, Simple Helix will do so at an additional charge typically in the form of additional labor hours. This charge will be a separate line item of service in the list of quoted items.

As part of the configuration, Simple Helix is making the following assumptions:

- All workstations are currently running a version of Microsoft's Windows Professional (or above) operating system that is still being supported by Microsoft.
- If any workstation(s) need to be upgraded in order to meet the requirements of M365, Simple Helix will notify the Customer requesting to perform the necessary upgrades. Depending on the nature of the change, Simple Helix may issue a change order to cover items like hardware upgrades, software license upgrades, and/or additional labor hours to perform the upgrade(s).

The following items are included (but not limited to) as part of the M365 configurations:

- Creating users and assigning the appropriate licensing levels
- Configuring organizational-wide sharing policy
- Assignment of tenant administrator(s)
- Configuring the portal theme
- Configuring customer sign-in page
- Configuring small lockout, user lockout, timeouts
- Enrolling devices into device management
- Managing applications through device management

The following items are expressly excluded:

- · Establishing or advising on any policy or procedure
- Establishing data classification policies or tagging

This M365 tenant will be created under the Microsoft Azure Commercial Cloud. As a result, the Customer will be able to gain access to resources and services available by Microsoft Azure Commercial Cloud and consume it's resources per Microsoft's terms and conditions. Any billable consumption will be appended to the Customer's invoice. Simple Helix can assist the Customer in future consumption cost estimations per request by submitting a ticket to Simple Helix's support team. Simple Helix does not directly support any 3rd party or in-house developed applications running in Azure Cloud.

At the conclusion of this project, Simple Helix will provide artifacts/objective evidence that demonstrates the requested configurations have been completed. There will be a final review meeting to share these artifacts. After review, the Customer will be asked to complete a Project Completion Form stating that these deliverables have been received and that the configuration meets the Customer's initial requirements.

MICROSOFT 365 GCC CONFIGURATION

This is a non-recurring engineering project to perform the initial migration of your current Microsoft 365 (M365) tenant to Simple Helix, migrate any existing M365 data to M365 GCC, and to configure the M365 GCC tenant to meet the requirements of NIST 800-171.

NOTE: This will not make your organization fully compliant with NIST 800-171 nor can Simple Helix guarantee that you will pass a compliance audit. Instead, Simple Helix will work to ensure that the M365 GCC environment is configured according to the policies provided in the Customer's SSP and/or POA&M for the controls specifically addressable within M365 GCC via Simple Helix's Shared Responsibility Matrix (SRM).

NOTE: There are numerous differences between M365 Commercial and M365 GCC, especially with SharePoint and Teams, that will impact the Customer's business. Simple Helix can provide a supplemental "Impact Document", that identifies these differences, upon request. The Customer is accountable to review the impact document, identify any differences that are significant to the Customer's business, and to communicate those differences to the Customer's Project Manager.

As part of the configuration to meet NIST 800-171, Simple Helix is making the following assumptions:

- All workstations are currently running a version of Microsoft's Windows Professional (or above) operating system that is supported by Microsoft.
- If any workstations need to be upgraded, Simple Helix will notify the Customer requesting to perform the necessary upgrades. Depending on the nature of the change, Simple Helix may issue a change order to cover items like hardware upgrades, software license upgrades, and/or additional labor hours to perform the upgrade(s).
- The Customer has a System Security Plan ("SSP") or a Plan of Actions and Milestones ("POA&M") to address the requirements of NIST 800-171. The SSP and/or POA&M must be provided to Simple Helix prior to configurations being performed.
- The Customer has read and understands the risks as documented in the supplemental impact document.

The following items are included (but not limited to) as part of the M365 configurations for NIST 800-171:

- · Creating users and assigning the appropriate licensing levels
- Configuring organizational-wide sharing policy
- Assignment of security administrator
- Configuring Office.com theme
- · Blocking user consent to organizational data for applications
- Configuring customer sign-in page
- Configuring Azure AD small lockout
- Configuring state device policy for endpoint management
- Enabling sensitivity labelling
- Importing conditional access policies
- Importing mobile device policies
- Assigning exclusion groups to conditional access
- Assigning mobile device policies to groups
- Making impersonation protection assignments
- Setting advanced threat protection policies
- Enrolling devices in Intune
- Managing applications through Intune

The following items are expressly excluded:

- · Establishing or advising on any policy or procedure
- Establishing data classification policies or tagging

This M365 tenant will be created under the Microsoft Azure Government Cloud (Azure Gov Cloud). As a result, the Customer will be able to gain access to resources and services available by Microsoft Azure Gov Cloud and consume it's resources per Microsoft's terms and conditions. Any billable consumption will be appended to the Customer's invoice. Simple Helix can assist the Customer in future consumption cost estimations per request by submitting a ticket to Simple Helix's support team. Simple Helix does not directly support any 3rd party or in-house developed applications running in Azure Cloud.

At the conclusion of all configurations, Simple Helix will provide artifacts/objective evidence that demonstrates the configurations have been completed. There will be a final review meeting to share these artifacts. After review, the customer will be asked to complete a Project Completion Form stating that these deliverables have been received.

MICROSOFT 365 GCC-HIGH CONFIGURATION

This is a non-recurring engineering effort to perform the initial migration of your current Microsoft 365 (M365) tenant to Simple Helix, migrate any existing M365 data to M365 GCC-HIGH, and configure the M365 GCC-HIGH tenant to meet the requirements of NIST 800-171.

NOTE: This will not make your organization fully compliant with NIST 800-171 nor can Simple Helix guarantee that you will pass a compliance audit. Instead, Simple Helix will work to ensure that the M365 GCC-HIGH environment is configured according to the policies provided in the Customer's SSP and/or POA&M for the controls specifically addressable within M365 GCC.

NOTE: There are numerous differences between M365 GCC-HIGH and either M365 Commercial or M365 GCC, especially with SharePoint and Teams, that will impact the Customer's business. Many features that are common in

either M365 Commercial and/or M365 GCC are not available in M365 GCC-HIGH. Simple Helix can provide a supplemental "Impact Document" that identifies these differences upon request. The Customer is accountable to review the impact document, identify any differences that are significant to the Customer's business, and to communicate those differences to the Customer's employees and to the Simple Helix Project Manager.

As part of the configuration to meet NIST 800-171, Simple Helix is making the following assumptions:

- All workstations are currently running a version of Microsoft's Windows Professional (or above) operating system that is supported by Microsoft.
- If any workstations need to be upgraded, Simple Helix will notify the Customer requesting to perform the necessary upgrades. Depending on the nature of the change, Simple Helix may issue a change order to cover items like hardware upgrades, software license upgrades, and/or additional labor hours to perform the upgrade(s).
- The Customer has a System Security Plan ("SSP") or a Plan of Actions and Milestones ("POA&M") to address the requirements of NIST 800-171. The SSP and/or POA&M must be provided to Simple Helix prior to configurations being performed.
- The Customer has read and understands the risks as documented in the supplemental impact document.

The following items are included as part of the M365 configurations for NIST 800-171:

- · Creating users and assigning the appropriate licensing levels
- · Configuring organizational-wide sharing policy
- Assignment of security administrator
- Configuring Office.com theme
- Blocking user consent to organizational data for applications
- Configuring customer sign-in page
- Configuring Azure AD small lockout • Configuring state device policy for endpoint management
- Enabling sensitivity labeling
- · Importing conditional access policies

The following items are expressly excluded:

- Establishing or advising on any policy or procedure
- Establishing data classification policies or tagging

This M365 tenant will be created under the Microsoft Azure Government Cloud (Azure Gov Cloud). As a result, the Customer will be able to gain access to resources and services available by Microsoft Azure Gov Cloud and consume it's resources per Microsoft's terms and conditions. Any billable consumption will be appended to the Customer's invoice. Simple Helix can assist the Customer in future consumption cost estimations per request by submitting a ticket to Simple Helix's support team. Simple Helix does not directly support any 3rd party or in-house developed applications running in Azure Cloud.

At the conclusion of all configurations, Simple Helix will provide artifacts/objective evidence that demonstrates the configurations have been completed. There will be a final review meeting to share these artifacts. After review, the customer will be asked to complete a Project Completion Form stating that these deliverables have been received.

ELITE MANAGED WORKSTATION

This is a proactive plan that is specifically designed to be an all-inclusive support service and compliance monitoring for laptops, desktops, and tablets at a fixed monthly cost.

When devices are onboarded into elite managed workstation, Simple Helix will install a software agent on the device. The agent performs the following functions:

- Provides asset management
- Provides automated patch management of the operating system, Microsoft applications, and a predefined list of common third party applications. A full list of applications can be provided on request
- Provides a self-service portal for employees to install pre-selected software as identified by Simple Helix and the Customer's PoC.
- Allows Simple Helix's professional support team to remotely access covered workstation(s) desktop to troubleshoot any potential issues.

After device(s) have been onboarded, Simple Helix will provide the following services:

- Unlimited remote support for device-related issues via phone, email, remote desktop, or web portal
- Resolution of technical problems including software installation, configuration, and troubleshooting
- Resolution of patching issues and/or proactive engagement for devices not properly patching
- Configuration management to ensure consistency and compliance with compliance standards as established by the Shared Responsibility Matrix

- Enrollment of the device into the customer's M365 management (Intune/Entra) where applicable
- Performing major release upgrades of the operating system. For example, upgrading the device from Microsoft Windows 10 to Microsoft Windows 11.
- Repair/replacement of broken hardware devices that are serviceable and are under warranty. Examples include, but are not limited to, failed hard drive(s), bad memory stick(s) or failed power supply.
- First-line support for hardware issues, with escalation to the Customer or designated vendors for repairs
- On-site hardware repair, if required, as long as the device is within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL. Else, Simple Helix expects broken hardware to be replaced or shipped to Huntsville, AL for repair.

Exclusions to the above include:

- The device must be running at least a currently-supported version of Microsoft Windows Professional or above. Currently, Microsoft Windows Home edition, Apple MacOS, and all flavors of Linux are not supported.
- The cost to replace hardware that is not under warranty is not included in the price of this service. In the event a
 purchase is needed to replace broken hardware, the Customer will be required to approve the expense. The
 expense will be appended to the Customer's next invoice.
- Data Recovery services. In the event the customer loses data for any reason, Simple Helix cannot guarantee data to be recovered.
- Support for in-house developed applications or software applications that have been customized is not specifically supported. Application support is not included for applications not listed on Simple Helix's common third party applications list. The full list of standard applications supported by Simple Helix can be provided on request.
- User training, beyond basic troubleshooting, for applications is not supported. For example, Simple Helix will not troubleshoot broken calculations in an Excel file or the Balance Sheet not balancing inside Quickbooks.

BASIC MANAGED WORKSTATION

This is a reactive plan that is designed to be a bare-bones support service such that Simple Helix's support team is aware of desktop, laptop, and tablet devices but any additional support is charged at an hourly rate. This plan assumes that the Customer does not have any cybersecurity compliance requirements and therefore does not need any of the proactive monitoring of compliance activities.

When devices are onboarded, Simple Helix will install a software agent on the device. The agent performs the following functions:

- Provides asset management
- Provides best-effort automated patch management of the operating system, Microsoft applications, and a predefined list of common third party applications. A full list of applications can be provided on request
- Provides a self-service portal for employees to install pre-selected software as identified by Simple Helix and the Customer's PoC.
- Allows Simple Helix's professional support team to remotely access covered workstation(s) desktop to troubleshoot any potential issues. Note, any time spent troubleshooting will incur additional charges at Simple Helix's standard hourly rate

After devices have been onboarded, Simple Helix will provide the following services at Simple Helix's standard hourly rate:

- Remote support for device-related issues via phone, email, remote desktop, or web portal
- · Resolution of technical problems including software installation, configuration, and troubleshooting
- Repair/replacement of broken hardware devices that are serviceable and are under warranty. Examples include, but are not limited to, failed hard drive(s), bad memory stick(s) or failed power supply.
- First-line support for hardware issues, with escalation to the Customer or designated vendors for repairs
- On-site hardware repair, if requested, as long as the device is within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL. Mileage for travel will be charged in addition to the standard hourly rate. Else, Simple Helix expects the Customer to replace the failed hardware or send the hardware to Simple Helix for repair.

Exclusions to the above include:

- The device must be running at least a currently-supported version of Microsoft Windows Professional or above. Currently, Microsoft Windows Home edition, Apple MacOS, and all flavors of Linux are not supported.
- The cost to replace hardware that is not under warranty is not included in the price of this service. In the event a purchase is needed to replace broken hardware, the Customer will be required to approve the expense. The expense will be appended to the Customer's next invoice.
- Data Recovery services. In the event the customer loses data for any reason, Simple Helix cannot guarantee data to be recovered.
- Support for custom software applications not included in the list of common third party applications. A full list of standard applications can be provided on request.
- User training beyond basic troubleshooting. For example, Simple Helix will not troubleshoot broken calculations in an Excel file or resolve failed balance sheet errors inside Quickbooks.
- Configuration management to ensure consistency and compliance with security standards.
- Enrollment of the device into the customer's M365 management (Intune/Entra).
- Performing major release upgrades of the operating system. For example, upgrading the device from Microsoft Windows 10 to Microsoft Windows 11 is not included.

MANAGED FIREWALL

Simple Helix will procure the device (physical or virtual) on your behalf and perform the initial configurations of the firewall. Once the initial configurations are complete, Simple Helix will provide ongoing management of your firewall during the term of your contract. Simple Helix only supports Palo Alto and Fortinet devices.

Ongoing management of the firewall includes:

- Commercially reasonable remote triage and technical support by Simple Helix engineers during normal business
 hours of Monday through Friday, 8:00 a.m. 5:00 p.m. CT, excluding federally recognized holidays, with extended
 on-call afterhours services for outages that affect the broader company.
- On-site hardware repair, if required, at a reduced hourly rate plus mileage within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL. Else, Simple Helix expects the Customer to replace the failed hardware or send the hardware to Simple Helix for repair.
- Software upgrades, maintenance and support fees and configuration change requests.
- Basic configuration of a managed firewall includes the filtering/blocking of web locations.
- Advanced configuration of a managed firewall includes VPN(s), redundant/failover connectivity, and "next generation" features.

MANAGED NETWORK

Managed Network includes network design assistance (greenfield or brownfield projects), procurement assistance, installation (within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL), the initial configuration and ongoing management of supported network devices. Ongoing management of the network includes commercially reasonable support, and administration of physical switches and routers, virtual routers, and Wi-Fi network equipment.

Supported network devices include Ubiquiti, Cisco, Juniper, and Aruba (wireless access points only).

Ongoing management includes the following:

- Commercially reasonable remote triage and technical support by Simple Helix engineers during normal business
 hours of Monday through Friday, 8:00 a.m. 5:00 p.m. CT, excluding federally recognized holidays, with extended
 on-call afterhours services for outages that affect the broader company.
- On-site hardware repair, if required, at a reduced hourly rate plus mileage within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL. Else, Simple Helix expects the Customer to replace the failed hardware or send the hardware to Simple Helix for repair.

ELITE MANAGED SERVER

This is a proactive plan that is specifically designed to be an all-inclusive support service and compliance monitoring for on-prem servers and/or virtual servers at a fixed monthly cost.

When devices are onboarded, Simple Helix will install a software agent on the device. The agent performs the following functions:

- Provides asset management
- Provides automated patch management of the operating system.
- Allows Simple Helix's professional support team to remotely access the server(s) to troubleshoot any potential issues up to the operating system.

After devices have been onboarded, Simple Helix will provide the following services:

- Unlimited remote support for device-related issues via phone, email, remote desktop, or web portal
- Resolution of technical problems related to the operating system, operating system's built-in firewall, and operating system's built-in networking
- Resolution of patching issues and/or proactive engagement for devices not properly patching
- Configuration management to ensure consistency and compliance with security standards
- Enrollment of the device into the customer's M365 management (Intune/Entra) where applicable
- Performing major release upgrades of the operating system. For example, upgrading the device from Microsoft Windows Server 2019 to Microsoft Server 2022.
- Repair/replacement of broken hardware devices that are serviceable and are under warranty. Examples include, but are not limited to, failed hard drive(s), bad memory stick(s) or failed power supply.
- First-line support for hardware issues, with escalation to the Customer or designated vendors for repairs
- On-site hardware repair, if required, as long as the device is within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL. Else, Simple Helix expects the Customer to replace the failed hardware or send the hardware to Simple Helix for repair.
- Best effort support of starting/restarting application services.
- Provide System Administrator support to third party application support.

Exclusions to the above include:

- The device must be running at least a currently-supported version of Microsoft Windows Server Standard or above. Currently, End-of-life versions of Microsoft Server, Apple MacOS devices being used as a server, and all flavors of Linux are not supported.
- The cost to replace hardware that is not under warranty is not included in the price of this service. In the event a purchase is needed to replace broken hardware, the Customer will be required to approve the expense. The expense will be appended to the Customer's next invoice.
- Data Recovery services. In the event the customer loses data for any reason, Simple Helix cannot guarantee data to be recovered. Please ask about our backup services to ensure servers are appropriately backed up.
- Supporting or upgrading the software application(s) without the software vendor's support. For example, Simple
 Helix will not perform software upgrades to database software that is a part of an ERP application without the ERP
 vendor's support/guidance.
- User training on the management of the server. For example, training the PoC to self-administer the server operating system.
- Troubleshoot corrupt data inside a database.

BASIC MANAGED SERVER

This is a reactive plan that is designed to be a bare-bones support service such that Simple Helix's support team is aware of on-prem or virtual server(s) but any additional support is charged at an hourly rate. This plan assumes that the Customer does not have any cybersecurity compliance requirements and therefore does not need any proactive monitoring of compliance activities.

When devices are onboarded, Simple Helix will install a software agent on the device. The agent performs the following functions:

- Provides asset management
- Provides best-effort automated patch management of the operating system.
- Allows Simple Helix's professional support team to remotely access the server(s) to troubleshoot any potential
- issues. Note, any time spent troubleshooting will incur additional charges at Simple Helix's standard hourly rate

After devices have been onboarded, Simple Helix will provide the following services at Simple Helix's standard hourly rate:

- Remote support for device-related issues via phone, email, remote desktop, or web portal
- Resolution of technical problems related to the operating system, operating system's built-in firewall, and operating system's built-in networking
- Repair/replacement of broken hardware devices that are serviceable and are under warranty. Examples include, but are not limited to, failed hard drive(s), bad memory stick(s) or failed power supply.
- First-line support for hardware issues, with escalation to the Customer or designated vendors for repairs
- On-site hardware repair, if required, as long as the device is within a 45-mile radius of Simple Helix's Headquarters in Huntsville, AL. Mileage for travel will be charged in addition to the standard hourly rate. Alternatively, the Customer can replace the failed hardware or ship broken hardware to Huntsville, AL for repair.

Exclusions to the above include:

- The device must be running at least a currently-supported version of Microsoft Server Standard or above. Currently, end-of-life Microsoft Server edition(s), Apple MacOS being used as a server, and all flavors of Linux are not supported.
- The cost to replace hardware that is not under warranty is not included in the price of this service. In the event a purchase is needed to replace broken hardware, the Customer will be required to approve the expense. The expense will be appended to the Customer's next invoice.
- Data Recovery services. In the event the customer loses data for any reason, Simple Helix cannot guarantee data to be recovered.
- Support for the server application or custom software applications is not included. For example, Simple Helix will
 not perform software upgrades to database software, ERP software, etc.
- User training on the management of the server is not included. For example, Simple Helix will not troubleshoot corrupt data inside a database.
- Configuration management to ensure consistency and compliance with security standards is not included
- Enrollment of the device into the customer's M365 management (Intune/Entra) where applicable is not included
 Performing major release upgrades of the operating system. For example, upgrading the device from Microsoft
- Performing major release upgrades of the operating system. For example, upgrading the device from Microsoft Server Standard 2019 to Microsoft Server Standard 2022 is not included.

MANAGED SERVICE DESK

Managed Service Desk provides the Customer with a reliable, responsive, and experienced support team for triaging IT needs. We are focused on delivering fast, effective assistance to resolve common IT incidents and ensure business continuity. The Customer benefits by having a centralized location for employees to request assistance with issues encompassing their IT resources.

Key features included with this service are:

- Access to our service portal. This provides users with multiple methods for submitting IT requests. Users can call, email, or log on to our portal to submit their IT requests.
- Access to Simple Helix's experienced & certified Technicians. Our trained staff will triage the ticket to identify the nature of the request and route the ticket appropriately.
- Access to basic remote troubleshooting. Our technicians provide commercially reasonable, best-effort support during our business hours, 8am-5pm Monday-Friday. We always intend to resolve IT requests within our expertise at the time of contact. If unable to resolve, the ticket may be escalated to higher tier support staff. Escalation may be specialists within Simple Helix or IT staff at the Customer's location.
- Guidance for properly classifying a ticket. Our technicians will separate requests for project work and incident support and help the user properly classify future requests to ensure the user's needs are fulfilled in a timely manner.
- Record issues within the Customer's environment. Tickets will be maintained and categorized and can be used to help identify trends across the Customer's support requests.
- Provide timely updates. Our service portal tracks time-to-response and helps keep the user informed on status updates with their ticket.
- Our expertise centers around: Microsoft 365 cloud services, email services, Microsoft software, Windows
 administration, Mac administration, Wi-Fi management, firewall configuration, and user behavior analytics. We still
 make our best effort to resolve issues for software, services, integrations, and development activities not listed
 here.

Key features expressly **not** included with this service are:

- Guaranteed resolution time. Simple Helix will not and cannot promise any time to resolution. Instead, we promise to provide timely updates to ticket status as we work through issues, dependent upon the scope and urgency of the issue.
- Technical support for users' personal devices. We can provide guidance for gaining access to work applications & data from personal devices, if permitted by the Customer's internal policy.
- Providing on-site support. Technicians don't provide on-site response to issues as part of this service.
- Providing application training. Our Service Desk is not designed to be a training center for employees. We may supply direction to publicly available instruction or guides when applicable.

MANAGED MULTIFACTOR AUTHENTICATION

Simple Helix is a DUO reseller and provides full management of DUO Multifactor Authentication ("MFA") and tokens. Through this service, customers achieve an added layer of security to prevent undesignated access to devices housing important company data. The following are included in the management of DUO MFA:

- Full user management.
- Commercially reasonable remote triage and support during Monday through Friday, 8:00 a.m. 5:00 p.m. CT, excluding federally recognized holidays.
- Extended on-call after-hours services 24/7, 365 for outages that affect the broader organization or for critical user lockouts.
- Simple Helix supports DUO and Yubikey tokens.

SECURITY & AWARENESS TRAINING

Simple Helix is a KnowBe4 partner and will be your reseller. KnowBe4 delivers the best security awareness training to support our professional services. Their training is designed for your employees who will be exposed to all forms of cyber-attack including phishing and ransomware attacks. As part of the initial onboarding process, Simple Helix will establish a KnowBe4 account on behalf of the Customer and give access to the training console to the appropriate Customer personnel as determined by Customer.

The initial implementation includes the following:

- At the beginning of each year during the Term, Simple Helix will assist with an initial buildout of a twelve (12) month training package for all Customer personnel.
- Training for the appropriate Customer personnel on how to navigate the KnowBe4 training console including how to access training content.
- Assistance from Simple Helix with either importing users or syncing to Active Directory depending on Customer's business needs.

COLOCATION

Colocation services are hosted in the data center located at 165 West Park Loop NW, Huntsville, AL, 35758. Simple Helix will provide rack space with predetermined power consumption. Upon signing this SOW, the Customer will be provided with a "Welcome Letter" requesting additional information such as authorized personnel and requested move-in dates. A move-in plan will be communicated by Simple Helix's Project Manager once those documents are received by Simple Helix.

Simple Helix will monitor the power consumption by rack via the smart rack PDU's and should any racks peak above the contracted amount, Simple Helix will notify the Customer and will adjust the price for that rack going forward to the appropriate pricing level. This process will be done on each rack individually, ensuring that your price per rack is optimized.

NOTE: Simple Helix does not provide any smart-hands, managed services, or after-hour technical support on the Customer's equipment in the rack. The Customer can request support services, for an additional fee, as required. Simple Helix has change order and emergency support forms available upon request. If the Customer is looking for managed services, such as managed server, these complimentary service(s) can be added.

INFRASTRUCTURE AS A SERVICE

Our secure private cloud infrastructure is housed within Simple Helix's primary data center located in Huntsville, AL. and includes all the benefits of colocation plus the additional hardware resources to provide networking and compute to run a wide variety of compute services.

VIRTUAL MACHINE IMPLEMENTATION

As part of the Simple Helix virtual machine implementation, we will perform the following tasks:

- The Simple Helix Cloud Services Team will create the physical and virtual network connections.
- Our Cloud Services Team will then build and deploy the virtual machines relying on the specifications shown on the attached Sales Quote.
- Once the virtual machines have been deployed, the Simple Helix Cloud Services Team will schedule onboarding with the Customer's point of contact to ensure that the Customer knows how to access their virtual machines, check that the specifications are correct and address any other issues, as needed.

Pricing for Virtual machine is based on:

- Total number of cores allocated to all VMs
- Total number of RAM allocated to all VMs
- Total number of GB of storage allocated to all VMs

This will be evaluated at the end of each month and charged according to the "Virtual Machine Usage Report". A copy of this report is available to the Customer upon request. Simple Helix will automatically adjust the usage on each month's invoice as necessary.

NOTE: While pricing is based on the three items above, the Customer is getting to consume resources in Simple Helix's primary data center, all Internet Bandwidth

CLOUD BACKUP MICROSOFT OFFICE 365 BACKUPS

Simple Helix's backup solution, powered by Veeam, mitigates the risk of losing access and control of data stored in Microsoft 365. As part of the deployment, the Simple Helix team will perform the following tasks, as needed:

- For Customers with an existing Veeam account, Simple Helix will request the administrative passwords from the current provider and/or Customer in order to transfer the administration of the Veeam account to Simple Helix.
- For new Veeam customers, Simple Helix will create a new Veeam account for the Customer.
- Once Simple Helix has administrative access to the Veeam account, a Veeam license will be assigned to each Microsoft 365 user in order to backup those accounts.
- Ongoing backups will be performed daily and will be retained per the Simple Helix retention policy.
- Simple Helix will monitor the daily backups and inform the Customer of any issues with failing backups.

Veeam Backup Storage Locations

If the Customer's M365 tenant is in the commercial space (M365 commercial), Simple Helix will store the backups in Simple Helix's primary data center in Huntsville, AL. Alternatively, the Customer does have the option to request the backups be stored in Microsoft's Azure Cloud or a finite list of cloud storage providers. A list of available third party cloud storage providers can be provided on request.

If the Customer's M365 tenant is in the Government Cloud Community (GCC) or the Government Cloud Community High (GCC-HIGH) space (M365 GCC or M365 GCC-HIGH), Simple Helix will store the backups in the Customer's Microsoft Azure Gov Cloud to inherit the FedRAMP certification. Simple Helix will work with Microsoft to ensure that the backups are not in the same data center as the M365 tenant. Alternatively, the Customer can choose to have the backups stored inside Simple Helix's tenant inside Microsoft Azure Gov Cloud (in matching with GCC or GCC-HIGH) if the Customer would like their backups separated by tenant space. Storing the backups in Microsoft Azure Gov Cloud is non-negotiable as this is a necessary requirement for cybersecurity compliance models such as NIST 800-171, CMMC, etc.

ENDPOINT BACKUPS (SERVERS AND/OR WORKSTATIONS)

Simple Helix's backup solution, powered by Veeam, mitigates the risk of losing access and control to data stored on physical or virtual servers and workstations.

As part of the deployment, the Simple Helix team will perform the following tasks, as needed:

- For Customers with an existing Veeam account, Simple Helix will request the administrative passwords from the current provider and/or Customer in order to transfer the administration of the Veeam account to Simple Helix.
- For new Veeam customers, Simple Helix will create a new Veeam account for the Customer. Once Simple Helix has administrative access to the Veeam account, Simple Helix engineers will:
- Deploy a backup and recovery console to the virtual environment running in either VMWare or Hyper-V.
- Install an agent on each I server(s) and/or workstation(s).
- Ongoing backups will be performed daily and will be retained per the Simple Helix retention policy.
- Simple Helix will monitor the daily backups and inform the Customer of any issues with failing backups.

Veeam Backup Storage Locations

If the Customer is in the commercial space, Simple Helix will store the backups in Simple Helix's primary data center in Huntsville, AL. Alternatively, the Customer does have the option to request the backups be stored in Microsoft's Azure Cloud or a finite list of cloud storage providers. A list of available third party cloud storage providers can be provided on request.

If the Customer is needing to meet Government cybersecurity compliance frameworks, Simple Helix will store the backups in the Customer's Microsoft Azure Gov Cloud to inherit the FedRAMP certification. Alternatively, the Customer can choose to have the backups stored inside Simple Helix's Microsoft Azure Cloud if the Customer would like their backups separated by tenant space. Storing the backups in Microsoft Azure Gov Cloud is non-negotiable as this is a necessary requirement for cybersecurity compliance frameworks such as NIST 800-171, CMMC, etc.

CONNECTIVITY

Simple Helix has relationships with multiple Tier I Telecommunications providers and is uniquely positioned to provide connectivity solutions not readily available directly to customers.

DEDICATED INTERNET ACCESS

Simple Helix will be reselling Direct Internet Access connectivity circuit to the customer's address per the documented Telecommunications provider. Please see additional documentation from the provider regarding SLAs, support, and other terms and conditions that are unique to the chosen Telecommunications provider.

POINT-TO-POINT AND CROSS-CONNECT

Simple Helix will be reselling a Point-to-Point connectivity circuit between the customer's address and Simple Helix's data center per the documented Telecommunications Provider. Please see additional documentation from the provider regarding SLA,s support, and other terms and conditions that are unique to the chosen Telecommunications provider.

BLENDED INTERNET ACCESS

Blended Internet is a Simple Helix service that provides direct internet access (DIA) blended over multiple carriers that are in the Simple Helix data center. This blended internet connection will automatically route your traffic via another carrier if the primary carrier suffers a network outage. This maximizes your internet uptime within the data center.

This product is available only within a Simple Helix data center. The Customer will need to choose between a fiberoptic or copper-based connection. This choice will be discussed prior to the on-boarding date. Simple Helix will then run the chosen media to the customer's colocation rack. The Customer is then expected to provide their own firewall, or other network device, to terminate the connection. If the Customer does not have such equipment, the Customer can request a firewall from Simple Helix via a Change Order.

PUBLIC IP ADDRESS(ES)

Simple Helix will provide public IP address(es) to the Customer as requested within certain block ranges of IP addresses based on popular subnet masks. IP addresses are owned by Simple Helix and are part of multiple broadcasted ranges of public IP addresses at Simple Helix's primary data center in Huntsville, AL. The Customer will consume the IP Address throughout the duration of this SOW. The IP Address cannot be transferred to any other party and the Customer loses access to the IP Address upon termination with Simple Helix.

The Customer will be given the IP address(es) as part of the initial on-boarding call and will be included with the "Welcome Letter" that accompanies colocation.

If the Customer needs additional IP addresses in the future, Simple Helix will make best effort to make each additional IP address(es) consecutive within a set range of IP addresses. Additional IP addresses are requested via a Change Request. If Simple Helix cannot accommodate the additional addresses within a consecutive range,

Simple Helix will coordinate with the Customer to change the allocated IP addresses to a different range. This will require the Customer to modify their network configuration on the firewall or terminating device and will be performed during a mutually agreed migration period.

ADDENDUMS

Products & Services	Description	Recurring Term	Unit Price	Quantity	Price
Colocation Services - Bldg 165WPL					\$7,577.44
Colocation 42u - Bldg 165 PBS		Monthly	\$750.00	4	\$3,000.00
1KW of power - Bldg 165	This is the total power consumption allotted for all racks combined	Monthly	\$164.34	16	\$2,629.44
Cross Connect - Fiber	This is includes the free fiber cross connect that came in the colocation rack fee - This will bring the total amount of Fiber Cross- Connects to (2)	Monthly	\$200.00	1	\$200.00
2 Gbps Blended Bandwidth		Monthly	\$1,700.00	1	\$1,700.00
Public IP Addresses /30		Monthly	\$48.00	1	\$48.00
Summary					
Non-recurring Total					\$0.00
Annual Recurring Total					\$0.00
Monthly Recurring Total					\$7,577.44

Signature

Simple Helix LLC City of Huntsville, Alabama

By: Greg Clements

By:

Title: Mayor

Name: Tommy Battle

Name: Greg Clements

Title: COO

Date: 5/16/2025

President of the City Council of the City of Huntsville, Alabama Date: 05/22/2025

Date: 05/22/2025