

RESOLUTION 22-117

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A VENDOR SERVICES AGREEMENT WITH VC3, INC. TO PROVIDE INFORMATION TECHNOLOGY (IT) MANAGED SERVICES FOR THE CITY OF SPRING HILL

WHEREAS, the City of Spring Hill has identified the need for a qualified consultant to provide IT managed services; and

WHEREAS, a Request for Qualifications was advertised for IT Managed Services and Statement of Qualifications were opened on May 11, 2022; and

WHEREAS, seven Statement of Qualifications were received with staff selecting one firm to submit a cost proposal to enter in to a Vendor Services Agreement with the City; and

WHEREAS, City staff recommends entering in to a Vendor Services Agreement with VC3, Inc. to provide IT Managed Services at a one-time cost of \$34,947.80 and a total yearly cost of \$403,773.60; and

WHEREAS, the cost will be expensed from FY 2023 budgeted funds in the IT department (110-41641-2722).

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Vendor Services Agreement with VC3, Inc. for IT managed services for the City, attached hereto.
2. Authorize the Mayor to execute the Vendor Services Agreement, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of June, 2022.

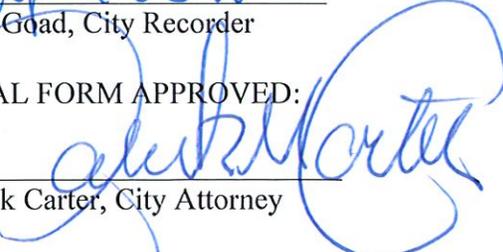

Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 22-117

SUBMITTED BY: Pam Caskie, City Administrator / Missy Stahl, CIP Manager

DATE: June 6, 2022

RE: To authorize the Mayor to sign a Vendor Services Agreement with VC3, Inc. to provide contracted IT managed services

ATTACHMENTS: VSA, Exhibit A, list of SOQ received

PURPOSE:

The purpose of this resolution is to authorize the Mayor to sign a Vendor Services Agreement with VC3, Inc. for contracted IT managed services.

BACKGROUND:

The City has identified the need for an outside consultant to manage the City's IT services. A Request for Qualifications was advertised with Statement of Qualifications opened on May 11, 2022. The RFQ included several areas for which services may be needed, to include:

- Endpoint and Printer Management
- Server Management
- Network Maintenance and Management
- Helpdesk Support and On-Site Support
- Cyber Security
- Vendor Management
- Network Architecture and Design
- New Building Design

Seven SOQs were received. City staff evaluated each and based on the evaluations, VC3, Inc. was asked to submit a cost proposal. The proposal is for an initial one-time cost of \$34,947.80 and a yearly cost of \$403,773.60 (paid at \$33,647.80 per month). The term of the contract will be for 60 months from date of execution of the Vendor Services Agreement.

FINANCIAL IMPACT:

Funding for the plan is budgeted in FY 22/23 in the IT department (110-41641-2722).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-117 to authorize the Mayor to sign a Vendor Services Agreement with VC3, Inc. to provide IT managed services for the City.

RFP FOR IT SERVICES

COMPANY NAME	TYLER TECH	CGIS	GIS	MUN REF (# of)	COST		
					One Time Fee	Total Cost per Month	Annual Fee
Istonish, Inc.	n/a	n/a	n/a	14		\$28,771.00	
Maestro Technologies, Inc.	n/a	n/a	n/a	8		\$50,400.00	
* VC3, Inc.	yes	n/a	yes	3	\$34,947.80	\$33,647.80	
LaScala, Inc.	n/a	n/a	n/a	4	\$28,250.00	\$49,964.00	\$46,000.00
Externetworks, Inc.	n/a	n/a	n/a	1			
Diverse Tech Services	n/a	n/a	n/a	0		\$541.89	\$7,820.00
Veristar Systems, Inc.	n/a	n/a	n/a	8	\$43,383.00	\$43,785.00	

* also supports Dude Solutions

does not include hourly rates for other services not being billed on a monthly basis

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and VC3, LLC ("Vendor") (collectively as "Parties"), and is entered into on June 6, 2022, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires IT managed services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be June 6, 2022.
2. **TERM.** The term of this Agreement shall be 60 months from the Effective Date herein through June 10, 2027.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage,

blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. Perform all items described in the scope of work as detailed in the Service Advantage Work Order proposal from VC3, Inc., as attached hereto as Exhibit A.

5. CITY'S RESPONSIBILITIES.

- a. Provide support as required

- 6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or

agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. **AMENDMENT AND TERMINATION.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration and termination.
8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor

or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements, excluding the Master Services Agreement with VC3 signed by the City of Spring Hill on May 14, 2020, either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 

JIM HAGAMAN
Mayor of Spring Hill
Date of Execution: 6/8/22

By: 

HUNTER LINDSAY (print)
VENDOR REPRESENTATIVE
Date of Execution: 6/8/22



Exhibit A to Vendor Services Agreement

City of Spring Hill TN

**Service Advantage
Work Order**

Under the Master Services Agreement dated:



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Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Spring Hill TN and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A - C. Recurring services, if included, shall be provided for 60 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

VC3 will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
SA Support Seats	280.00	\$107.75	\$30,170.00	\$0.00	\$0.00
Server(s) - SA/SAL <i>Physical or virtual server that is running a server operating system.</i>	15.00	\$202.02	\$3,030.30	\$0.00	\$0.00
Service Desk Access License Setup	1.00	\$250.00	\$0.00	\$250.00	\$0.00
Service Desk Access License	1.00	\$51.50	\$51.50	\$0.00	\$0.00
Managed Security					
Phishing Simulator & User Awareness Training	220.00	\$1.80	\$396.00	\$0.00	\$0.00
Implementation - Managed Security <i>Implementation Fee for Phishing Simulator & User Awareness Training</i>	1.00	\$1,050.00	\$0.00	\$1,050.00	\$0.00
Total Services Monthly:			\$33,647.80		

Notes:

- Prices shown above are valid for 30 days from date of work order.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$34,947.80	\$33,647.80	\$0.00

* One-Time fees may include implementation if required.



Deliverables & Services

Service Advantage

VC3 will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. 24x7 Monitoring and Incident Response Services:

1. Provide 24X7 Incident response services for all included devices.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. Provide 24x7 collection of performance data for the client's included server and network devices per VC3's best practices.
4. Provide 24X7 response to critical event driven Incidents.
5. Utilize industry best practices for remote access, control and management of all devices.
6. VC3 First Call Resolution Center (FCR) is staffed from 7:00am to 6:00pm Monday through Friday.

B. Application Support:

1. Provide support client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.

C. Proactive Services:

1. **Backup Management:** Monitor and maintain customer provided backups for supported devices. For VC3 provided hosted virtual servers VC3 will provide, monitor, and maintain at least two weeks of daily backups (Monday-Friday).
2. **Patch Management:** Perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.



3. **Antivirus and Support Tools:** Deploy VC3 Remote Support and Anti-Virus agents to all applicable included devices.
4. **Anti-Spam:** Provide Spam filtering for all inbound mail.

D. **VCIO Services:**

VC3 will provide the client with a named 'VCIO' or Virtual Chief Information Officer.

1. **Budgeting:** The VCIO will work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The VCIO will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** The VCIO will perform a periodic analysis of the data collected by VC3's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

E. **Hardware as a Service**

1. Seats can be increased or decreased to reflect staff headcount changes. If a seat is dropped within the first twelve months of activation a drop fee of three times unit cost will be assessed.
2. Packages can be upgraded, and unit counts will be updated accordingly.
3. Devices will be replaced based on the refresh cycle selected for that device and when the device was put into service.
4. VC3 will provide replacement components with substantially same or better performance as the original for failures on Hardware-as-a-Service equipment that occur because of internal equipment defects or end of life failure. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.
5. For mobile computers ie. Laptops, accidental replacement coverage is included with a limit of one replacement per refresh cycle. For all other devices client is



responsible for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure – including abuse, accident, or environmental factors (for example, fire or flood damage).

F. Endpoint Detection and Response

1. Automated rapid response to advanced threats.
2. Behavioral AI to detect fileless attacks.
3. Roll back feature allows rapid recovery of infected endpoints.
4. OS firewall control to allow automatic termination of suspicious connections.
5. 24x7 Security Operations Center Monitoring.
6. Device network quarantine to prevent lateral movement.
7. Escalation and notification to VC3 of detected security incidents.

G. Microsoft 365 Protection

1. Deployment & Migration Services

- i. Provision Cloud Protect – Cloud Platform Security Event and Incident Reporting platform. Includes deployment of the cloud monitoring services to the Clients' Microsoft 365, or G Suite tenant.

2. Cloud Protect Services

- i. **Cloud Protect.** Includes cloud security event and incident monitoring and reporting for productivity suites for Microsoft Office 365, &/or G Suite cloud platforms.
- ii. **Security Monitoring Center.** Includes:
 1. 24x7 third party security monitoring of the solution.
 2. Security Information and Event Management of the Cloud Productivity suite.
 3. Critical system log capture and retention.
 4. 24 x7 third party monitoring of Microsoft 365 security logs.
 5. Escalation to VC3 of any detected security incidents requiring remediation.

3.

H. Managed Security

1. Deployment & Migration Services



- i. Provision Security training and service. Includes synchronizing employees between Client's domain and training platform, configuring phish testing and periodic video training.
2. General Managed Security Services
 - i. User Security Awareness Training. Video training will cover safe computing practices and how to identify malicious e-mail. Automated testing will gauge users' ability to identify malicious e-mail.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Work Order. The following exclusions and clarifications are intended to clarify the scope of services for this work order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the client on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.
- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- D. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.



Client Responsibilities

- A. Client will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Client is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Client is responsible for proper disposal of client-owned devices.
- D. Client will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- E. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- F. Client must assign VC3 as their Microsoft Partner of record.
- G. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.
- H. Third party tool licensing may be required for additional cost.
- I. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage VC3 to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Assumptions

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. VC3 reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on VC3 by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.



- D. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Services Agreement.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. The items defined in this work order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.



Invoicing

VC3 will invoice Client per Table C. VC3 will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	InvoiceAmount
One-Time Fees	Invoiced at signing of the Work Order.	\$34,947.80
Monthly Fee (60 Months)	Invoicing to begin when recurring services begin.	\$33,647.80
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table C for implementation fee and monthly fee amounts.*

VC3, Inc

City of Spring Hill TN

Signature _____

Signature 

: ---

: ---

Name: _____

Name: Jim Hagaman

: ---

: ---

Title: _____

Title: Mayor

: ---

: ---



Work Order

City of Spring Hill TN

Date: _____
--

Date: _____
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Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. **Priority 1:**

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. **Priority 2:**

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. **Priority 3:**

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. **Priority 4:**

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. **Priority 5:**

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



Addendum B – Maintenance Windows

All work performed within VC3's Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".

During Scheduled Maintenance, some or all of VC3's Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.

- a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.

2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting Infrastructure within the control of VC3 is defined as "Emergency Maintenance".

Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.

- a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.

3. The VC3 Hosting Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.



June 2, 2022

Dear City of Spring Hill TN,

As an important client to VC3, Inc., we would like to invite you to participate in our payment plan using the Automated Clearing House (ACH). In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. ACH will be used for all invoices, including new and previous agreements, and time and material invoices with VC3. The ACH Payment program has proven to be an efficient and cost-effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15th calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



ACH Payment Authorization Agreement

Company Name: City of Spring Hill TN

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____