



**ABDA-A9JF3Y
Network Node Manager (NNM)
Implementation
Statement of Work
for City of Columbus (OH)**

Last Revision: 8/15/2011 2:14 PM

V 002

**FOR FURTHER INFORMATION
PLEASE CONTACT:**

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TO THE ATTENTION OF:

City of Columbus (OH)
Bill Wight
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STATEMENT OF WORK

All information contained within this document is confidential. Except as required by Ohio Public Records Law, City of Columbus (OH) will not publish or disclose, in whole or in part, to any other party without the written consent and authorization of OnX USA, LLC.

Copyright © 2011 OnX USA, LLC. All Rights Reserved.

All other trademarks used herein are the property of their respective owners.

The terms of this SOW are per the OnX Terms & Conditions Acceptance Letter dated March 26, 2009 in reference to Bid No. SA3003280 and Universal Term Contract (UTC) # FL004390.

This SOW is proprietary to OnX USA, LLC and is confidential information and shall be treated by City of Columbus (OH) as confidential. No portion of this SOW may be duplicated or used for any purpose other than to receive the Services or Deliverables as described herein.

Prices are valid for ninety (90) calendar days provided Services commence within thirty (30) days of the date of this SOW. If this SOW is signed by City of Columbus (OH) after the expiration date, then performance of the Services will be at the then current list prices.

SOWTMDOCV2.0

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1. Introduction

OnX USA, LLC ("OnX"), is pleased to provide the City of Columbus (OH) ("the City") with this Statement of Work for Network Node Manager (NNM) Implementation service. All information contained within this document is confidential. Neither OnX nor the City will publish or disclose this document, in whole or in part, to any other party, except as required by Ohio Public Records Law.

This is a Time and Materials / Not to Exceed engagement which provides for the execution of all tasks and deliverables, detailed in this Statement of Work ("SOW"), by the resources identified herein at hourly rates agreed to with the City. The total for all services is capped by agreement between OnX and the City.

An estimated duration for this engagement may be provided as a guideline for planning and scheduling purposes, but is not intended as a commitment by OnX to meet a specific number of service hours.

It is assumed that the City will ensure that a valid backup of all system data has been completed prior to OnX performing any service that could affect the City's data. It is also assumed that all parties to this engagement will have performed due diligence in rendering this SOW, however, over the duration of the engagement, there may be tasks or services required which fall outside the scope of this project. Tasks and/or deliverables not specifically defined within this SOW will be considered out of scope. OnX may elect, at its sole discretion, to complete out of scope tasks as requested by the City in order to ensure the timely and successful completion of this project. Additional tasks or changes in scope requiring a change in monetary compensation will require adherence to the terms set forth in the section titled: Change Control.

Upon signature of the Acceptance to Terms of this SOW by all parties, modification to this Statement of Work may only be made following procedures set forth in the section titled: Change Control, and with a completed Change Request Form. A Change Request Form is included as an appendix (Exhibit A) to this document.

2. Scope of Work

This document describes the methods and procedures that OnX will utilize to complete this project.

OnX will assign a Project Manager to work with the City Project Management staff or point of contact to define the goals of the project, identify risks, review deliverables, and jointly develop a project schedule and timeline. The appropriate technical staff will be brought in to address specific tasks.

It is anticipated that the project duration will be approximately six (6) weeks. Throughout the project a current project schedule will be maintained.

2.1. Project Overview

The objective of this project is to perform installation services of HP Operations Manager ("OM") and one (1) instance of NNM for City of Columbus.

2.2. Tasks and Deliverables Identification

The following sections define the tasks to be carried out by the resources assigned by OnX, the deliverables to be provided and time and costs associated with the performance of these services.

2.2.1. Project Initiation and Management

OnX will provide Project Management throughout the engagement to ensure all tasks are completed as defined in this service description. Part of this effort will also include initiation of the Network Node Manager (NNM) Implementation project. These tasks include:

TASKS

- Conducting the first project meeting to solidify the team and define the project plan.
- Solidifying the OnX/City leadership positions and communication paths.
- Setting uniform project expectations.
- Establishing a project escalation plan.
- Conducting weekly project meetings / con-calls.
- Performing an Agenda and Objective Review, including:
 - Milestone Status
 - Review of plan for upcoming period
 - Schedule review
 - Critical path analysis
 - Current engagement issues
 - Outstanding action items review
- Establishing a future project meeting schedule

ASSUMPTIONS

- The City will participate in the kickoff and project review meeting.
- The City will review the Project plans.

2.2.2. Operations Manager v9.x Implementation

Install and configure Performance Manager ("PM") and OMW 9.x monitoring servers in a 2-node clustered environment along with the OM Smart-Plugins ("SPIs") to manage the City's

specified servers. HP Reporter will also be installed but will require a dedicated 32-bit Windows Server. This phase will include:

TASKS

Milestone 1

- Installing MS-SQL Server 2005 or 2008 on each OMW server for back-end database (see Assumptions).
- Installing PM and OMW 9.x on two (2) dedicated 64-bit Windows 2008 servers (cluster).
- Deploying agents and SPIs for up to twenty (20) City provided target servers.
- Signing off on Milestone 1.

Milestone 2

- Configuring the SPIs – two (2) of each SPI (Oracle, SQL, Oracle App Server, Exchange, Active Directory and Virtualization server).
- Verifying the agent-server communication and alerting functionality.
- Configuring the core monitoring policies and test.
- Signing off on Milestone 2.

Milestone 3

- Deploying the HP-SIM policy on each server to extract SIM alerts up through OMW.
- Configuring and verifying the Reporter configuration and functionality.
- Setting up the appropriate user accounts.
- Building up to two (2) custom Service Maps.
- Providing operational knowledge transfer and documentation.
- Signing off on Milestone 3.

Acceptance criteria:

- OMW, Performance Manager and Reporter applications are functioning as designed.
- Verify receipt of OMW agent and SPI events along with data reporting in PM and Reporter.
- Documentation will include "as built" information such as software version, Internet Protocol ("IP") addresses, communication paths, license information, Visio document and customizations.
- All milestones are signed off.

ASSUMPTIONS

- The City will provide either a dedicated clustered MS-SQL 2008 server environment with SQL installed or provide access to the MS SQL Server media and licenses to be installed on each node of the OMW servers (TBD by the City prior to start of the implementation).

NOTE: To install HPOM in a failover cluster, a minimum of two (2) cluster nodes is required. You must set up the cluster using the Failover Cluster Management feature in Windows Server 2008 Enterprise or Datacenter Edition (64-bit). HP does not support HPOM in any other type of cluster environment (for example, network load balancing clusters).

- The City will provide the creation of Windows domain User Groups and User accounts as specified by the OnX consultant.

- The City will provide a dedicated 32-bit Windows machine (this will be needed to host HP Reporter and remote console. The OMW 9 hyperbolic service maps and Reporter are not supported on a 64-bit OS).
- The City will have an administrator available for questions during the implementation.
- The City will provide two (2) dedicated 64-bit servers running Windows 2008 Enterprise or Datacenter Server along with local administrator access.
- The City will provide internet access for OMW servers for patching, updates, etc.
- The City will provide OMW 9.x and SPI licenses.
- The City will provide MS-SQL Server 2008 media and license if applicable.
- The City will provide a list of servers that will require OMW agents and SPIs and provide appropriate permissions.
- The City will provide remote access to the environment.

2.2.3. Network Node Manager (NNMi) v9.x Implementation

Install and configure one (1) NNMi 9.x network monitoring server with the NNM iSPI for Performance and Network engineering SPI. This phase will include:

TASKS

Phase 1

Milestone 1

- Installing NNMi 9.x on one (1) dedicated 64-bit Windows 2008 server.
- Installing the NNM iSPI for Performance.
- Installing the Network Engineering SPI.
- Signing off on Milestone 1.

Milestone 2

- Loading all network devices into the NNMi system for discovery.
- Configuring the poll settings, user accounts and various configuration tasks such as Simple Network Management Protocol ("SNMP") community strings.
- Verifying the communication and alerting functionality.
- Providing operational knowledge transfer and documentation.
- Signing off on Milestone 2.

Phase 2

(OnX estimates a 1-2 week window of time between the end of Phase 1 and the beginning of Phase 2)

Milestone 3

- Configuring custom map(s).
- Customizing the alert messages.
- Tuning the alerts, verifying the proper alerts are showing and eliminate "noisy" alerts.
- Performing Knowledge Transfer.
- Verifying system functionality and efficiency.
- Signing off on Milestone 3.

Acceptance criteria:

- NNMi 9.x and SPIs are installed and functioning as proposed.
- Verify alerts are displayed within NNMi prior to knowledge transfer.

- Documentation will include “as built” information such as software version, IP addresses, communication paths, license information, Visio document and customizations.
- All milestones are signed-off

ASSUMPTIONS

- The City will have an administrator available for questions during the implementation and knowledge transfer.
- The City will configure trap forwarding on the network devices to send traps to the NNMi server prior to the start of the installation.
- Host file or Domain Name System (“DNS”) lookup for network devices will be required and provided to the OnX consultant.
- The City will provide one dedicated 64-bit server running 64-bit Windows 2008 Server OS for NNMi 9.x along with local administrator access.
- The City will provide internet access for the NNMi server for patching, updates, etc.
- The City will provide NNMi, iSPI for Performance and Network Engineering licenses.
- The City will provide all SNMP RO community strings.
- The City will identify any overlapping-address domains.
- The City will be responsible for opening any firewall ports/configurations if applicable.
- The City will provide a device list and/or seed file to populate NNMi database with discovered nodes.
- The City will work with the OnX consultant to provide input to configure user views to reflect the environment.
- The City will provide remote access to the environment.

2.2.4. Knowledge Transfer and Project Closure

OnX will perform up to four (4) hours of knowledge transfer with the City staff. OnX recommends that the City staff participate throughout the service delivery process to gain additional exposure, however a dedicated amount of time is included for knowledge transfer.

To conclude service delivery, a final review will be performed to ensure all service deliverables are complete.

TASKS

- Performing knowledge transfer with the City’s HP Administrators.
- Confirm that all Acceptance Criteria are complete

ASSUMPTIONS

- Knowledge transfer is not intended to replace formal product education and training provided by the manufacturer or its authorized agents.

DELIVERABLES

- Completion of knowledge transfer
- Completion of all tasks listed above

3. Project Management Responsibilities

OnX will provide a Project Manager (“PM”) for the City in dealing with OnX under this Agreement. The OnX PM will have overall responsibility for managing and coordinating the

delivery of the services under this SOW, will meet with and/or provide status to the City representatives as defined in the communications plan. The OnX PM will issue regular status updates and, if warranted, a written status report which includes status, change requests, schedules, and follow up on the status of all such items from the previous meeting. The City acknowledges that prompt and thorough reviews and responses to all matters stated in the status report are needed in order to coordinate the services and effectively provide the services called for under the SOW.

Therefore, to the extent that the City fails to notify the OnX Project Manager in writing within ten (10) business days of receipt of the status report regarding any inaccuracies or omissions in the matters reported or in proposed future courses of action as stated in the status report, they will be deemed accepted by the parties. For matters which are critical to the timeline, the City acknowledges that the ten (10) business day window will be shortened to a time agreed upon between both parties.

The parties will direct all correspondence and communications regarding the services to their appointed Project Managers in writing; participation is critical to an effective services engagement.

4. General Assumptions

This SOW assumes that the City will:

- Provide a suitable workspace with telephone access for all OnX personnel, while working at the City's facilities and providing services described within this SOW.
- Provide access to the City system(s) as appropriate to the needs of the project during the hours stated in this SOW (8:30 AM to 5:30 PM, local time Monday through Friday, excluding holidays, unless otherwise agreed upon).
- Discuss in advance any holidays or non-work days that may impact the project.
- Provide license keys, user ID parameters, passwords, and other related information, which is required to enable the completion of this Service.
- Be responsible for all networking issues, system hardware failures, missing parts, missing tapes/media documentation and compatibility issues.

Additionally:

- Any work task or deliverable not specifically identified as 'in scope' for this statement of work is considered to be out of scope.

5. Solution Assumptions

This SOW assumes the following configurations and quantities will apply to this project:

Service Scope:

- Project planning and definition
- Install one (1) instance of NNMi 9.x to manage with the iSPI for Performance
- Install one (1) instance of Operations Manager for Windows 9.x (OMW) within the following environment and specification requirements
- Installation of HP Operations Manager for Windows in a clustered High Availability ("HA") environment. The HA server will be in a separate datacenter but on the same VLAN and subnet.
- Infrastructure details are as follows:

- Windows servers, HP-UX, RedHat Linux
- Up to five (5) of each OS Type (15-20 Total)
- The City will do next 1 to 2 of each operating system ("OS") type with assistance in order to prepare for completion of the engagement on their own in the future
- Configuration of SPIs – two (2) of each SPI (Oracle, SQL, Oracle App Server, MS-Exchange, Active Directory and Virtualization server)
- Up to two (2) Custom Service Maps
- Integration to HP Systems Insight Manager via agent policy
- HP Reporter installation and configuration
- Installation of HP Performance Manager
- Up to four (4) hours of Knowledge Transfer/Training with the City's HP Administrators

Other Assumptions:

- The service is delivered during standard business hours (8:00 AM to 5:30 PM Monday through Friday, excluding holidays).
- Remote access will be made available for off-site work.
- The City has required software licenses and installation media.
- The City-planned solution meets vendor supportability requirements as OnX cannot install an unsupported solution.
- The City will ensure that successful backups have been performed of all existing systems included in this service delivery prior to work being performed on these systems by OnX.
- Delays due to existing environment (hardware and/or software) issues, product availability, and facility access are subject to change orders as for additional time.
- OnX is not responsible for product related defects and assumes that bugs in manufacturer software, hardware, and specifications are the responsibility of that manufacturer.
- The City's existing environment to be configured currently meets minimum supportability requirements for the planned solution. Any changes required to existing infrastructure components, including patch and/or reconfiguration would require a Change Order for additional time.
- A standard document template will be utilized for this service delivery. Any additional or extended documentation requests would require a Change Order.
- The engagement will begin on a mutually acceptable date. OnX typically requires two (2) weeks advance notice to schedule the on-site visit.
- OnX is responsible for performing only the Services described in this document. All other services are considered outside the scope.
- A portion of the service delivery may be performed remotely. City Of Columbus will provide remote access to the OnX consultant for agreed upon remote delivery activities.
- This is engagement is for upgrading existing applications only. No new customizations or enhancements will be made.
- All data will be carried over "as is". No data scrubbing is included.
- The level of effort is based on averages of past experience.
- OnX assumes that City of Columbus will make available technical resources to assist the team throughout the engagement and provide access to the system.

6. Timeline

This section will provide the City with an estimated duration for this Service. This timeline is provided as an estimate for scheduling purposes and does not represent a commitment or guarantee by OnX to complete the Service within this timeframe. Exceptions, extensions, or other alterations may be made to these service schedule definitions at the request of the City and agreed to by OnX. A substantial change in these values will likely impact the project duration and level of effort which may require completion of the Change Request Form as described in the section: Change Control.

Because of the scope of this project and the specific skill sets required, OnX will require approximately two (2) weeks time from signing of a contract to the start of this engagement.

6.1. Schedule Definitions

Service Locations

OnX will provide services at the locations listed under this Service Location provision. Should there be a requirement for services to be provided at multiple locations these requirements must be detailed here to preclude the assumption that all services will be provided at one location. A location consists of one address. Services required and provided at multiple locations may incur additional travel, lodging and labor costs.

Service Locations:

1111 E. Broad St.
Columbus OH 43215

Estimated Project Duration

This value represents OnX's estimate of the length of the engagement in calendar hours, days, or weeks. This estimate is for scheduling purposes and may not represent the actual amount of billable time that will be consumed by OnX from start-to-finish i.e., there may be multiple consultants working in tandem to complete the engagement within the estimated timeframe.

Estimated Project Duration: six (6) weeks

Designated the City Contact

the City has identified the following contact to provide access and assistance to OnX throughout the course of this project:

Project Contact: Bill Wight / wwwight@columbus.gov / (614) 645-5390

Designated OnX Contact

OnX has identified the following contact to provide assistance to the City throughout the course of this project:

OnX Contact: Steve Himes / steve.himes@onx.com / (614) 794-1400

7. Change Control

The objectives of change control are to:

- Establish the impact of any changes to the tasks, deliverables, estimated dates, duration, overall scope of the project, resources and pricing.
- Provide a formal vehicle for approval to proceed with any changes to this SOW.
- Provide a project audit record of all material changes to the original SOW.

If the City requests a material change to the scope of this project including: tasks, deliverables, dates and durations defined in this SOW, OnX and the City will review the change through the change control process set forth as follows:

- When OnX determines a change is required, OnX will complete a Change Request Form and provide it to the the City Project Sponsor for review and signature of acceptance.
- OnX and the City will come to a level of understanding and agreement regarding the changes detailed in the Change Request Form, including the impact on the schedule, resources, and the price of the Service, before OnX will fulfill the request.
- Upon acceptance and signature of the Change Request Form by the City, should there be any change in associated price or fees the City will provide OnX with a new or modified Purchase Order to reflect the change in price.
- Should the City not accept the change as set forth in the Change Request Form (including the impact on the schedule, resources, or price), both OnX and the City will complete their obligations with respect to the task and deliverables as set forth in this SOW.

8. Fees and Travel Expenses

OnX will invoice the City and the City will pay OnX on a Time and Materials basis for the Service. The estimated fee which the City will pay OnX for the Service is \$45,000.00 ("Fee"). Fees identified in this SOW are an estimate only based on information currently available. Actual duration and cost of the Service could vary accordingly but will not exceed \$45,000.00. OnX reserves the right to stop work to avoid exceeding the amount funded by the City's purchase orders.

Travel expenses are required to execute on site tasks required in this statement of work but are outside the scope of this SOW. Travel expenses are covered in a separate SOW titled "ABDA-##### NNM Implementation – Expenses."

OnX will provide weekly reports detailing actual hours worked. OnX will invoice the City and the City will pay monthly the Fees due on the basis of the actual hours worked and expense incurred.

Consulting Services	Hourly Rate	Estimated # Hours	Estimated Cost
Senior Consultant	\$180.00	250	\$45,000.00
	TOTAL	250	\$45,000.00

All Fees are exclusive of sales, use, services, excise, tariffs, duties or similar taxes or charges unless the City provides OnX with a valid tax exemption certificate(s).

9. Terms

Terms and Conditions are per the OnX Terms & Conditions Acceptance Letter dated March 26, 2009 in reference to Bid No. SA3003280 and Universal Term Contract (UTC) # FL004390.

10. Statement of Work Agreement Form

Network Node Manager (NNM) Implementation

ABDA-A9JF3Y

City of Columbus (OH) understands and agrees that any delays or interruptions to the defined service delivery schedule may have a direct impact on OnX's ability to complete the engagement by any service completion date as discussed and/or defined within this Statement of Work. OnX will not be held liable for any loss or damage resultant of any delay or abandonment of this service engagement, by either OnX or City of Columbus (OH). Unless superseded by a signed Change Request Form for extension, all obligations of OnX to initiate and/or complete tasks, deliverables, and/or milestones defined in this Statement of Work will expire after ninety (90) days following the Project Completion date.

IN WITNESS WHEREOF, the parties have caused this Statement of Work for ABDA-A9JF3Y to be signed on the respective dates indicated below. The parties hereby acknowledge that they have read and do understand this Agreement and all attachments hereto, and agree to all terms and conditions stated herein.

Agreed and Accepted:

OnX USA, LLC

City of Columbus (OH)

▲ Authorized Signature

▲ Authorized Signature

▲ Printed Name

▲ Printed Name

▲ Title

▲ Title

▲ Date

▲ Date

Exhibit A: Change Request Form

Project Code-Name:	ABDA-A9JF3Y	Change Request #:	
Project Title:	Network Node Manager (NNM) Implementation	Date:	
Requestor:		Phone:	
Description of Change Request:			
Impact on Budget:			
Impact on Schedule:			
End Date to Complete:			
Person Assigned to:			
Approvals			
OnX Approval:		Date:	
City of Columbus (OH) Approval:		Date:	



ABDA-A9JF3Y
Network Node Manager (NNM)
Implementation - Expenses
Statement of Work
for City of Columbus (OH)

Last Revision: 8/15/2011 11:57 AM

V 002

**FOR FURTHER INFORMATION
PLEASE CONTACT:**

Steve Himes
steve.himes@onx.com
(614) 794-1400

TO THE ATTENTION OF:

City of Columbus (OH)
Bill Wight
wwwight@columbus.gov
1111 E. Broad St.
Columbus, OH 43205
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Prices are valid for ninety (90) calendar days provided Services commence within thirty (30) days of the date of this SOW. If this SOW is signed by City of Columbus (OH) after the expiration date, then performance of the Services will be at the then current list prices.

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Exhibit A: Change Request Form 10

Exhibit B: City of Columbus Travel Reimbursement Policy 11

1. Introduction

OnX USA, LLC ("OnX"), is pleased to provide the City of Columbus (OH) ("the City") with this Statement of Work for a Network Node Manager (NNM) Implementation - Expenses service. All information contained within this document is confidential. Neither OnX nor the City will publish or disclose this document, in whole or in part, to any other party, except as required by Ohio Public Records Law.

This is a Time and Materials / Not to Exceed engagement which provides for the execution of all tasks and deliverables, detailed in this Statement of Work ("SOW"), by the resources identified herein at hourly rates agreed to with the City. The total for all services is capped by agreement between OnX and the City.

An estimated duration for this engagement may be provided as a guideline for planning and scheduling purposes, but is not intended as a commitment by OnX to meet a specific number of service hours.

It is assumed that the City will ensure that a valid backup of all system data has been completed prior to OnX performing any service that could affect the City's data. It is also assumed that all parties to this engagement will have performed due diligence in rendering this SOW, however, over the duration of the engagement, there may be tasks or services required which fall outside the scope of this project. Tasks and/or deliverables not specifically defined within this SOW will be considered out of scope. OnX may elect, at its sole discretion, to complete out of scope tasks as requested by the City in order to ensure the timely and successful completion of this project. Additional tasks or changes in scope requiring a change in monetary compensation will require adherence to the terms set forth in the section titled: Change Control.

Upon signature of the Acceptance to Terms of this SOW by all parties, modification to this Statement of Work may only be made following procedures set forth in the section titled: Change Control, and with a completed Change Request Form. A Change Request Form is included as an appendix (Exhibit A) to this document.

2. Scope of Work

This document describes the methods and procedures that OnX will utilize to complete this project.

It is anticipated that the project duration will be approximately six (6) weeks. Throughout the project a current project schedule will be maintained.

2.1. Project Overview

This SOW covers travel expenses only for service related to the SOW "HP Operation Manager and Network Node Manager (NNM) Implementation."

2.2. Tasks and Deliverables Identification

The following sections define the tasks to be carried out by the resources assigned by OnX, the deliverables to be provided and time and costs associated with the performance of these services.

2.2.1. Travel Expenses

TASKS

- Travel as required to deliver services in the SOW "HP Operation Manager and Network Node Manager (NNM) Implementation."

DELIVERABLES

- None

3. General Assumptions

This SOW assumes that the City will:

- The service is delivered during standard business hours. (8:00 AM to 5:30 PM Monday through Friday, excluding holidays)
- OnX consultants have the right to decline and/or escalate to the OnX Project Manager any service requests that fall outside the scope of this document.
- Whenever possible, the majority of the work will be performed off-site. City will provide remote access to the OnX consultant for agreed upon remote delivery activities.

Additionally:

- Any work task or deliverable not specifically identified as 'in scope' for this statement of work is considered to be out of scope.

4. Timeline

This section will provide the City with an estimated duration for this Service. This timeline is provided as an estimate for scheduling purposes and does not represent a commitment or guarantee by OnX to complete the Service within this timeframe. Exceptions, extensions, or other alterations may be made to these service schedule definitions at the request of the City and agreed to by OnX. A substantial change in these values will likely impact the project duration and level of effort which may require completion of the Change Request Form as described in the section: Change Control.

Because of the scope of this project and the specific skill sets required, OnX will require approximately two (2) weeks time from signing of a contract to the start of this engagement.

4.1. Schedule Definitions

Service Locations

OnX will provide services at the locations listed under this Service Location provision. Should there be a requirement for services to be provided at multiple locations these requirements must be detailed here to preclude the assumption that all services will be provided at one location. A location consists of one address. Services required and provided at multiple locations may incur additional travel, lodging and labor costs.

Service Locations:

1111 E. Broad St.
Columbus OH 43205

Estimated Project Duration

This value represents OnX's estimate of the length of the engagement in calendar hours, days, or weeks. This estimate is for scheduling purposes and may not represent the actual amount of billable time that will be consumed by OnX from start-to-finish i.e., there may be multiple consultants working in tandem to complete the engagement within the estimated timeframe.

Estimated Project Duration: six (6) weeks

Designated the City Contact

the City has identified the following contact to provide access and assistance to OnX throughout the course of this project:

Project Contact: Bill Wight / wwwight@columbus.gov / (614) 645-5390

Designated OnX Contact

OnX has identified the following contact to provide assistance to the City throughout the course of this project:

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5. Change Control

The objectives of change control are to:

- Establish the impact of any changes to the tasks, deliverables, estimated dates, duration, overall scope of the project, resources and pricing.
- Provide a formal vehicle for approval to proceed with any changes to this SOW.
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If the City requests a material change to the scope of this project including: tasks, deliverables, dates and durations defined in this SOW, OnX and the City will review the change through the change control process set forth as follows:

- When OnX determines a change is required, OnX will complete a Change Request Form and provide it to the the City Project Sponsor for review and signature of acceptance.

- OnX and the City will come to a level of understanding and agreement regarding the changes detailed in the Change Request Form, including the impact on the schedule, resources, and the price of the Service, before OnX will fulfill the request.
- Upon acceptance and signature of the Change Request Form by the City, and approval of proper City authorities, should there be any change in associated price or fees the City will provide OnX with a new or modified Purchase Order to reflect the change in price.
- Should the City not accept the change as set forth in the Change Request Form (including the impact on the schedule, resources, or price), both OnX and the City will complete their obligations with respect to the task and deliverables as set forth in this SOW.

6. Fees and Travel Expenses

Fees identified in this SOW are an estimate only based on information currently available. Actual duration and cost of the Service could vary accordingly. OnX reserves the right to stop work to avoid exceeding the amount funded by the City's purchase orders.

Total expenses will not exceed \$9,000.00, and will be reimbursed in accordance with the City's Professional Consultant Reimbursement Policy (Exhibit B). However, this is not a guarantee that all tasks / deliverables can be accomplished. Any remaining tasks / deliverables beyond the covered expenses will be the responsibility of the City of Columbus or must be performed remotely. Services will be shown separately in the SOW titled "SM Jumpstart – Services".

Expenses (Billed at actual cost incurred) not to exceed:	\$9,000.00
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All Fees are exclusive of sales, use, services, excise, tariffs, duties or similar taxes or charges unless the City provides OnX with a valid tax exemption certificate(s).

7. Terms

For Terms and Conditions please refer to "Exhibit B: City of Columbus Travel Reimbursement Policy" on page 11 of this SOW.

8. Statement of Work Agreement Form

Network Node Manager (NNM) Implementation - Expenses

ABDA-A9JF3Y

City of Columbus (OH) understands and agrees that any delays or interruptions to the defined service delivery schedule may have a direct impact on OnX's ability to complete the engagement by any service completion date as discussed and/or defined within this Statement of Work. OnX will not be held liable for any loss or damage resultant of any delay or abandonment of this service engagement, by either OnX or City of Columbus (OH). Unless superseded by a signed Change Request Form for extension, all obligations of OnX to initiate and/or complete tasks, deliverables, and/or milestones defined in this Statement of Work will expire after ninety (90) days following the Project Completion date.

IN WITNESS WHEREOF, the parties have caused this Statement of Work for ABDA-A9JF3Y to be signed on the respective dates indicated below. The parties hereby acknowledge that they have read and do understand this Agreement and all attachments hereto, and agree to all terms and conditions stated herein.

Agreed and Accepted:

OnX USA, LLC

City of Columbus (OH)

▲ Authorized Signature

▲ Authorized Signature

▲ Printed Name

▲ Printed Name

▲ Title

▲ Title

▲ Date

▲ Date

Exhibit A: Change Request Form

Project Code-Name:	ABDA-A9JF3Y	Change Request #:	
Project Title:	Network Node Manager (NNM) Implementation - Expenses	Date:	
Requestor:		Phone:	
Description of Change Request:			
Impact on Budget:			
Impact on Schedule:			
End Date to Complete:			
Person Assigned to:			
Approvals			
OnX Approval:		Date:	
City of Columbus (OH) Approval:		Date:	

Exhibit B: City of Columbus Travel Reimbursement Policy

CITY OF COLUMBUS PROFESSIONAL CONSULTANT REIMBURSEMENT POLICY

The purpose of this policy is to clarify for professional consultants hereinafter referred to as Contractor to the City of Columbus what the City considers to be a reasonable level of reimbursement for project costs other than direct labor.

In general, all reimbursement requests will require complete and proper documentation, and must be necessary and reasonable for the completion of the project. As the City reserves the right to review and/or disallow any expenses, it is in the Contractor's best interest to obtain written City approval before incurring any cost which may be questionable.

Without exception, expenses which include reimbursement for the costs of meals or any other gratuity for employees of the City will be disallowed. Public employees categorically are not permitted to accept gratuities in any form from any entity doing business with the division in which they are employed.

1. Temporary Living Expenses

- a. The City will provide for a comfortable, but not extravagant, standard of living for those out-of-state Contractors who are temporarily assigned to Columbus in the course of project work. For reimbursement purposes, "temporarily" shall be defined as a duration of less than six (6) months. The Contractor will be required to stipulate at the project's outset those employees who will be assigned to a City project and the length of each employee's assignment to the project. The City will retain the option to determine at what point the City's needs are better served by relocating the employee to central Ohio.
- b. The City will reimburse receipted expenses for meals/incidentals not to exceed \$30 per day, for consultants who have a home office in excess of 50 miles from Columbus and are on temporary assignment here.
- c. The City will reimburse for lodging at reasonable, actual single room rates with corporate discounts. The City will determine at what point it becomes more cost-effective to provide temporary housing in the form of an apartment rather than a hotel.
- d. Entertainment, alcoholic beverages and personal expenses are not allowable for reimbursement.
- e. Laundry costs will be allowed with itemized receipts if the employee is required to be away from home on City business over five (5) consecutive business days.

PROFESSIONAL CONSULTANT REIMBURSEMENT POLICY
PAGE 2

- f. The City will reimburse for no more than one (1) trip home per employee for the convenience of the employee. If the employee chooses to travel home each week, the City will reimburse up to the cost of maintaining the employee over Saturday and Sunday, or a maximum of \$30/day plus the agreed-upon cost of lodging.
- g. The City will reimburse the employee for one (1) safe arrival call home per stay in Columbus. Other personal calls are not reimbursable.

2. Relocation of Employees

- a. If it is decided and placed in writing that it is in the best interest of the City of Columbus and the employee of a contractor to relocate that employee to Columbus, the City will reimburse that employee for transportation of the employee and family, furnishings and personal items to the new residence. The City will reimburse the lowest of three (3) common carrier estimates up to maximum of \$3,000. Other associated costs of transportation the household to Columbus will be evaluated on a per-case-basis and must be approved in writing by the City to be allowable for reimbursement.
- b. The City will not reimburse the Contractor for other costs related to relocation of employees, including items such as Relator commissions, loan origination fees, closing costs, mortgage interest, subsidies, house-hunting trips, compensation for loss on the sale of property, telephone installation, vehicle tags, driver's licenses, etc.
- c. After an employee has relocated, the City will not reimburse the Contractor for any living expenses for that employee such as rents, meals, etc. The only exception will occur when the employee is required to travel on the City's behalf outside of Columbus, at which time temporary living guidelines will apply.
- d. The City will not reimburse the Contractor for the relocation of an employee to another city, or any other associated costs, after project completion, or contract or employee termination.

3. Air Transportation

- a. Reimbursable air transportation for out-of-state travel is to be provided by commercial airlines, coach seating, and is to be receipted. If possible, advantage should be taken of special rates or discounts and flights should be scheduled as far in advance as possible.
- b. Transferrable premiums or discounts with cash value, if any, are to become the property of the City.

**PROFESSIONAL CONSULTANT REIMBURSEMENT POLICY
PAGE 3**

- c. The traveler is personally liable for any charges assessed for unused travel reservations which are not released within the time limits specified, unless failure to cancel can be shown as unavoidable to the City's satisfaction
 - d. Travel plans should be filed with the City of Columbus at least 24 hours in advance of travel, if possible. Plans should specify purpose of travel, personnel involved and deviations from above policy, if any. The City reserves the right to disallow any travel which is deemed unnecessary for completion of the project. Exceptions to this policy will be considered on a case-by-case basis.
- 4. Lease/Purchase of Capital Equipment and Other Nonconsumable Items**
- a. For purposes of this policy, a "capital" item shall be defined as an item costing more than \$50.00 and/or having a useful life of five (5) years or more.
 - b. All contracts involving capital purchases will stipulate that ownership of all items purchased will be retained by the City.
 - c. The Contractor will provide specifications for the rental, lease, or purchase of capital item(s) to the Contracting Agency, which will review them for reasonableness and appropriateness. The Contracting Agency will forward the specifications to the City's Purchasing Office, which will solicit bids, and provide to the Contractor all bids which meet the approved specifications. The Contractor will then rent/lease/purchase the item(s) from the lowest bidder, unless the Contractor can provide to the Purchasing Office an acceptable justification for obtaining the item(s) from another of the bidders. Any deviation from this procedure must receive prior written approval from the Purchasing Office and the Contracting Agency; otherwise, the City reserves the right to disallow reimbursement for capital items.
 - d. All data processing equipment will receive approval from the City's Information Services Commission prior to purchase or lease.
 - e. Before any vehicle or other major equipment items can be rented, leased or purchased, the Contractor will provide for the City adequate justification of need, including what employee(s) will have use of the equipment, and how long the equipment will be needed. The City reserves the right to determine whether rental, lease or purchase best suits the needs of the project and the City.

PROFESSIONAL CONSULTANT REIMBURSEMENT POLICY
PAGE 4

- f. Vehicles will only be provided for the project if other means of on-the-job transportation cannot be provided by the Contractor or the City. Whenever practical, the Contractor will be required to provide his own vehicles and will be reimbursed at the established City rate per mile for job-required mileage. Under no circumstances will the City provide vehicles or mileage reimbursement for Contractor employees' personal travel.
- g. The Contractor shall be required to maintain for the City a current detailed inventory of all items purchased with City funds. At the termination of a contract, the Contractor will be required to repair or replace any equipment prior to transfer to the City, normal wear and tear excepted.

5. Maintenance of Office Space

- a. The City will not consider any costs associated with the establishment of a place of business in Columbus, Ohio as reasonable expenses. The Contractor will be responsible for his own local office facilities, including rent, office furnishings and other costs not directly related to the City's project.
- b. The City will reimburse for the reasonable costs of maintaining a project management office at the project site. Furnishings will be purchased as previously outlined.

6. Miscellaneous Items

- a. The City reserves the right to question any item submitted for payment and may reduce, modify or refuse to pay any item which is unreasonable or incompatible with reimbursement policies.
- b. The City will not reimburse for the following:
 - coffee service/bottled water
 - fines and penalties
 - first class airfare
 - entertainment expenses including movies
 - alcoholic beverages
 - barber/haristylist, manicures, massages, etc.
 - clothing
 - gifts, gratuities and favors for City employees
 - donations
 - damaged personal possessions
 - losses due to the theft during travel

This list is not all-inclusive, but represents a sample of the type of items that will not be reimbursed by the City of Columbus.

G:REMBURS.POL

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