

STATEMENT OF WORK

City of Columbus and HMB

This Statement of Work and its attachments comprise Statement of Work Number [2019_City_of_Columbus_001](#) (this “SOW”) under the [<Insert MSA or PSA Contract Reference Here>](#) (the “Agreement”) made as of [<Insert Date the MSA/PSA was Signed Here>](#) by Harris, Mackessy, and Brennan, INC., an Ohio company (“HMB”), and The City of Columbus (“Client”). This SOW shall begin on August 19, 2019 (the “Effective Date”).

Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Agreement.

In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall prevail, but solely as to the subject matter herein. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the Terms of the Exhibit(s) hereto, the items of the body of this SOW shall prevail.

This SOW contains information proprietary to HMB and is provided for the sole benefit of Client. The disclosures made in this document are made with the understanding that they are confidential and will not be used in any way detrimental to HMB or distributed outside of Client organization without the prior written consent of HMB.

1. SCOPE

Background and Description

The City of Columbus has requested that HMB assist them with the planning and project charter phase of their Microsoft Exchange upgrade which will include the migration of their Public Folders.

During this engagement, HMB will review the City of Columbus’ current Exchange environment (Date Center Cost, support structure, and configuration), as well as their current implementation of Public Folders. In addition, HMB will discuss the future needs of the City of Columbus with technical and business stake holders. Finally, HMB will make recommendations to the City of Columbus on the best path for their upgrade and public folder migration; taking into consideration the latest technology and costs associated with those solutions. Based on final feedback from the City of Columbus’ stake holders, HMB will create a roadmap and project charter that the City of Columbus can use to move forward with their upgrade and migration.

This section is not intended to expand HMB’s obligations under this SOW.

1.1 In Scope

HMB will provide IT services as requested by Customer. These services will generally involve:

- Up to 5 meetings with technical and business stakeholders to identify current and future needs
- Create and deliver roadmap for Microsoft Exchange upgrade and Public Folder Migration and a Project Charter
- Up to 3 presentations of the roadmap for the Microsoft Exchange upgrade and Public Folder Migration and Project Charter with Stakeholders
- One 2-hour onsite question and answer session available to all Stakeholders

1.2 Out of Scope

Anything not specifically included “in Scope” is considered “Out of Scope” for HMB under this SOW, including the following services, activities, and responsibilities:

- Implementation of the items in the Microsoft Exchange and Public Folder Migration Roadmap or Project Charter
- Training for stakeholder on Microsoft Exchange, 0365, or related products beyond the stakeholder meetings

1.3 Delivery Methods and Solution Approach

- HMB expects to be onsite at the City of Columbus an average of 3 days a week throughout the duration of the project.

- HMB will meet with technical and business Stakeholders to identify current and future Exchange requirements
- HMB will perform independent Technical Discovery of the Exchange and Public Folder Environment
- Based on the results of the 2 items above, HMB will generate the Microsoft Exchange upgrade and Public Folder migration Roadmaps and Project Charters
- HMB will present recommendations with Stakeholders and gather feedback
- HMB will incorporate feedback from Stakeholders into the finalized roadmap and charter
- HMB will provide an onsite question and answer session to allow all Stakeholders to ask any related questions
- HMB will deliver the finalized versions of the Microsoft Exchange upgrade and Public Folder Migration Roadmap and Project Charter

1.4 Timeline

HMB estimates it will take between five and nine weeks to complete the Project.

1.5 Deliverables

- Microsoft Exchange upgrade roadmap of current Microsoft Exchange environment to the best and least cost path per industry recommended standard which meet the City's' requirements. Including:
 - Project charter for migration of current environment to recommended roadmap path. Project charter should include:
 - Project scope, requirements, and dependencies
 - Description of the people resources required and the role of each resource
 - Server, client, staff augmentation, and other resources
 - RACI of each resource
 - Hourly effort estimates for each resource
 - Identified project and security risks
 - High level project plan that includes a timeline and deliverables
 - Success criteria definitions of the project defined by the client
 - 5-year total cost of ownership of recommended roadmap path. One-time upfront costs, project implementation costs, licensing and third-party software costs, and any recurring licensing and maintenance/support costs
 - The best and least-cost path per industry standard to meet the City's requirements
- Assessment for a Microsoft Exchange 2007 Public Folder migration to Microsoft Exchange to the best and least cost path per industry recommended standard which meet the City's' requirements. Including:
 - Project charter for migration of public folders to Microsoft Exchange. Project charter should include:
 - Project scope, requirements, and dependencies
 - Description of the resource plan required and the role of each resource
 - Server, client, staff augmentation, and other resources
 - RACI of each resource
 - Hourly effort estimates for each resource
 - Identified project and security risks
 - High level project plan that includes a timeline and deliverables
 - Success criteria of the project as defined by the client
 - Budgetary cost estimates of total migration including estimated hourly rates of any required staff augmentation resources
 - The best and least-cost path per industry standard to meet the City's requirements

The Deliverables acceptance period and criteria for this engagement are listed in the table below

#	Deliverable Name	Acceptance Period (Business Days)	Acceptance Criteria
1	Roadmap and Project Charter for the Microsoft Exchange upgrade	3	<ul style="list-style-type: none"> Meets the description detailed above
2	Microsoft Exchange Roadmap and Project Charter for the Migration of public folders	3	<ul style="list-style-type: none"> Meets the description detailed above

HMB's responsibilities during the Acceptance process are:

- Prepare and present Deliverable to Client.
- Be available to answer clarifying questions from Client during the Acceptance Period.
- Correct the mutually agreed Defects identified by Client

Client's responsibilities during the Acceptance process are:

- Acknowledge receipt of Deliverable from HMB.
- Provide HMB with a single, itemized written list of Defects in the Deliverable within the agreed upon Acceptance Period.
- Provide Acceptance of Deliverable in accordance with the terms of this SOW.

1.6 Acceptance

- Acceptance is limited to the Deliverables listed in Section 1.5 Deliverables above and will be done in accordance with the following processes
- Deliverables will be deemed Accepted if Client does not provide Acceptance or notice of itemized deficiencies ("Defects") within the Acceptance Period
- Deliverables will be Deemed Accepted under this SOW immediately upon use for commercial purposes, or upon modification of the Deliverable by non-HMB staff
- Except as described above, Deliverables Acceptance will be indicated by Client signature on Acceptance Certificate (Exhibit A)
- The Acceptance Period for each deliverable is defined in Section 1.5 Deliverables above
- This SOW is considered complete when all Deliverables in the SOW have been Accepted by Client or as otherwise mutually agreed in writing.

Acceptance of Deliverables will be obtained by the following process:

- HMB prepares the Deliverable and deems it complete and ready for Client Acceptance
- HMB submits the Deliverable to the Client starting the Acceptance Period
- Client provides HMB with a single, itemized written list of Defects in the Deliverable within the agreed upon Acceptance Period
- Client provides, within the Acceptance Period, one of three dispositions: Rejected, Accepted with changes required, or Accepted
- HMB reviews the identified defects and classifies the severity and disposition of the defect
 - Defect Severities and Dispositions to be agreed upon within the Project Governance Plan
- HMB enters valid defects into the Project Defect Log
- HMB (if necessary) corrects identified Defects and re-submits the Deliverable for Acceptance
 - All defects are to be reported within the first Acceptance Period and only defects identified and reported during this time will be addressed as in scope
 - Defects which were present but were not identified during the first Acceptance Period will be handled through Change Control
 - Defects which were introduced by break-fix changes for other defects identified in a previous Acceptance Period (i.e. Regression issues) will be addressed by HMB as new defects
 - The second, and any necessary subsequent, Acceptance Period will be limited to the validation of successful defect remediation
- The process repeats until the Deliverable is Accepted by the Client or an escalation process is invoked

2. RESPONSIBILITIES

2.1 Client Responsibilities

- Client will respond to all issues and provide access to any required information and personnel within 3 business days
- Client will provide access to Client staff members who are knowledgeable about applications, hardware, operating systems and third-party software packages, telecommunications, or are business area experts
- Client will provide network and systems access (User ID and Password) to all HMB team members within 5 business days from the time of request
- Client will provide all hardware, software, licenses, telecommunications and infrastructure required for all HMB resources operating under this SOW
- Client will provide system administrative support as needed on the project. HMB will provide as much advance notice as possible to assist in the planning for such support
- Client will provide HMB consultants working at Client locations with normal and customary office facilities (e.g. workstation, desk, etc.)

2.2 HMB Responsibilities

- Assume the accuracy and completeness of the information supplied by Client staff will be correct
- Provide the Services and satisfy all of its commitments herein

3. ASSUMPTIONS

The price and schedule are based on the scope and assumptions contained in this SOW. It is the Client's responsibility to examine these assumptions to confirm our mutual understanding of the Project. Should any these assumptions not be realized, HMB will perform Change Control, and a change to the cost of this SOW may result.

- HMB is not responsible for deficiencies in Client systems hardware or network infrastructure
 - Client is responsible for any Project delays caused by any deficiency in Client systems hardware or network infrastructure
- Data and information provided by Client is complete and accurate
- Stakeholders will be available to meet for one to two hours per session

4. ORGANIZATION

4.1 Client Personnel

The Client Personnel and their general responsibilities are listed in the table below:

Role	Responsibilities
Sponsor	<ul style="list-style-type: none">• The Client Executive who will sponsor the work performed under this SOW and promotes buy-in. The Sponsor is the final authority regarding the Program.• Approves and signs Change Controls
Project Manager / Director	<ul style="list-style-type: none">• Provide oversight and contract administration of the project• Participate in the issue and dispute resolution process• Participate in status meetings• Approves and signs Deliverable Acceptance Certificates
Stakeholder	<ul style="list-style-type: none">• Subject matter experts in their area of the business• Have the authority to express current and future needs which will impact roadmap• Available to meet with HMB resources to discuss Microsoft Exchange and related topics

4.2 HMB Personnel

The HMB Personnel and their general responsibilities are listed in the table below:

Role	Responsibilities
Engagement Executive	<ul style="list-style-type: none"> • The HMB executive that sponsors the work performed under this SOW. • Approves Change Controls
Engagement Manager	<ul style="list-style-type: none"> • HMB lead for work performed under this SOW under the guidance of Engagement Executive • Responsible for day-to-day operation of work performed under this SOW • Reporting periodic project status • Signs Deliverable Acceptance Certificates
Technical Architect	<ul style="list-style-type: none"> • Meet with Stakeholders • Capture business needs and constraints related to Office 365 • Craft and oversee creation of deliverables • Present completed deliverables and answer Stakeholder questions

5. GOVERNANCE

5.1 Reporting and Communication

The reports and meetings for this engagement are described below.

- **Weekly Status Report**
HMB will provide Client with weekly written progress reports of this project in a form and format to be mutually agreed upon by HMB and Client. See Exhibit A for Status Report Template
- **Bi-Weekly Status Meeting**
HMB will be responsible for conducting weekly progress meetings with Client. The meetings will be at a time and place so designated by Client and mutually agreeable with HMB.

5.2 Change Control

Deviations (including additions, deletions or modifications) to any service, responsibility, assumption, or other term of this SOW will be managed through this Change Control process. All deviations will be submitted through this Change Control process and documented using the Change Request Form (“CR”). The HMB Engagement Manager is responsible for managing this process in conjunction with the Client Project Manager (see Exhibit A for the Change Request Form). The Change Control process will be as follows:

- The Party requesting a change will deliver a Change Request Form describing the change, the reason for it, and the effect it may have on the services to the other Party
- The Parties will meet to discuss the requested change and will agree in writing to either (a) approve the change request, (b) undertake further study regarding its desirability and services impact (and agree on the funding of the study), or (c) reject it.

Both Parties must sign the approval portion of the Change Request Form to authorize (a) the research time and (b) the implementation of any change that affects the service’s scope, schedule, or price.

5.3 Issue Management and Escalation

All Issues will be submitted through this issue management process and documented using the issue management system. The HMB Engagement Manager is responsible for managing this process. The high level issue management process will be as follows:

- An Issue or potential Issue is identified and communicated to the HMB Engagement Manager
- The HMB Engagement Manager will log the Issue in the issue management system and assign an initial owner of the Issue

- The Issue owner will document relevant details regarding the Issue and recommend if the Issue should be rejected or prioritized for work
- The Parties will meet to discuss the open Issues and agree to either (a) approve the Issue; (b) undertake further study regarding its impact or (c) reject the Issue
- Upon accepting the Issue, an owner is assigned, date and priority for resolution is established and agreed upon by the Parties
- Open Issues are monitored by the HMB Engagement Manager and either party can invoke escalation procedures if (a) Issue is not resolved by the agreed upon resolution date, or (b) Issue results in an impact to the project resulting in a change.

6. Commercial Terms

6.1 Fees

Based on the information in this SOW, the fixed fee for producing the deliverables specified in the Deliverables section of this SOW is \$34,500.

6.2 Payment Schedule

The invoice schedule for this engagement will be as follows:

	<u>Payment</u>	<u>Invoice Amount</u>	<u>Invoice Event</u>
1.	Payment 1	\$34,500	Acceptance of all Project Deliverables: <ul style="list-style-type: none"> ▪ Roadmap of Microsoft Exchange upgrade ▪ Roadmap and Project Charter of Migration of public folders to new Microsoft Exchange
<u>Total</u>		<u>34,500</u>	

6.3 Travel Expenses

Engagement Fees do not include Engagement related travel expenses. All authorized travel expenses will be billed to Client at HMB's cost as incurred.

6.4 Termination Rights

Client may, for its sole convenience, terminate this SOW. However, Client must provide HMB 30 days written notice of termination.

Upon notice of termination, Client agrees to (1) pay all outstanding invoices, (2) pay for all work in progress (thru the effective termination date) for any Services or Deliverables that have not yet been delivered, accepted or invoiced, and (3) pay an early termination charge of an amount equal to fifteen percent (15%) of the remaining contract value.

7. Authorization

This SOW is acknowledged and agreed in its entirety by Client. This SOW must be signed and dated by an authorized representative of Client in order to be in effect.

This SOW, including the Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this SOW. This SOW and the Agreement merge and supersede all prior oral or written agreements, discussions, negotiations, commitments, writings, or understandings. This includes without limitation any representations contained in any sales literature, brochures, proposals, or other written descriptive or advertising material. Each of the parties acknowledges and agrees that, in executing this SOW and the Agreement, it has not relied upon, and it expressly disclaims any reliance upon, any representation or statement not set forth herein or in the Agreement.

Harris, Mackessy, and Brennan, INC.

570 Polaris Parkway, Suite 125
Westerville, OH 43082

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

The City of Columbus

1111 E Broad Street
Columbus, OH 43205

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

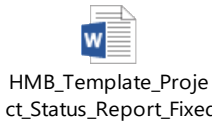
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8. Exhibit A – Project Templates

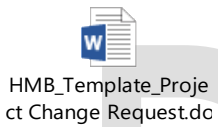
8.1 Acceptance Certificate Template



8.2 Status Report Template



8.3 Project Change Request Template



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