



Version 1.0

BSOW-322 City of Columbus 2024 On-Demand Umbrella Statement of Work Hansen CIS-B Services

March 2024



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DOCUMENT CONTROL

Issue History			
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1 Introduction

This Statement of Work (“SOW”) for The City of Columbus (“Columbus” or “Customer”) outlines the respective obligations of the Parties for services to be provided by Hansen Banner, LLC (“Hansen”) as described in this SOW (the “Services”) and is subject to the Software License and Services Agreement dated September 29, 1994, between Columbus and Hansen (the “Agreement”).

2 Overview

The purpose of this SOW is to define the option for Columbus to purchase Hansen Professional Services as further described in Scope of Work Section 3 (the “Services”).

The objective of this SOW is to define the option and process for procuring professional services related to Hansen CIS-B.

For greater certainty, the items mentioned in this Section 2 (Overview) are general objectives and are not intended to form part of the deliverables or be binding. The scope, commitments and requirements hereunder are as detailed in Section 3 (Scope of Work).

3 Scope of Work

Upon mutual agreement of the parties and execution of a Task Order, Hansen will perform professional services for Columbus.

- For purposes of this SOW, a Task Order shall be the means for scheduling professional services projects. The Task Order shall include the scope of the project, exclusions, assumptions, dependencies, fees and other information necessary to perform the Professional Services.

Professional Services may consist of:

- Providing professional, functional and technical services for projects
- Troubleshooting
- Customizations and software development

In the event of conflict between a Task Order and this SOW, the Task Order shall prevail.

4 Assumptions, Dependencies

In addition to any other assumptions, dependencies, or risks listed in this SOW, Columbus agrees that the following are either: assumptions made by Hansen, or dependencies required to be fulfilled by Columbus, both of which are required for Hansen to perform the SOW Services; or risks. Columbus further agrees that if: (i) any assumptions are not correct, (ii) any dependencies are not met by Columbus, or (iii) any risks materialize, as applicable, then Hansen's delivery of the SOW Services will be impacted and Hansen shall: (a) assess the impact on the SOW Services, costs, resources and/or timelines via a PCR; or (b) be relieved of any commitments to perform the SOW Services as schedule or detailed herein.

4.1 Assumptions and Dependencies

- Columbus agrees to cooperate with Hansen, provide Hansen with any information in a timely manner, and assist Hansen, as reasonably necessary or desirable from time to time, to perform the SOW Services.
- Columbus will identify the resources or subject matter experts ("SME(s)") needed to meet its responsibilities within the timelines of this SOW. All Columbus personnel working with Hansen under this SOW shall be SMEs that are professional, skilled, and knowledgeable in Columbus's requirements and processes so as to allow Hansen to provide the SOW Services in an efficient manner.
- Columbus will ensure that its SMEs assigned to work on this SOW will have the authority to make decisions on project priorities and requirements and will be responsible for signing off on the Acceptance of Deliverables (as defined below).
- Columbus is responsible for executing and preserving its business objectives and for setting the priorities for this SOW.
- Hansen personnel will only work on Hansen products and will not be requested to work on any other tool including third party software.
- Columbus will provide Hansen with reasonable access to its SMEs and any third-party vendors for any requirements gathering, configuration, customization, and deployment services applicable under this SOW.
- Columbus will provide test environment(s) access where Hansen team can connect all necessary systems.
- All services will be performed remotely unless stated otherwise in the applicable Task Order.

5 Acceptance of Deliverables

Unless stated otherwise in the applicable Task Order, Deliverables which are subject to acceptance shall be accepted as follows depending on the deliverables' acceptance type:

DOCUMENT ACCEPTANCE

For document Deliverables under this SOW that require Acceptance, the following process will apply:

- The document is provided in clear English language and will provide the relevant technical or business terms, symbols, calculations, graphs and other necessary terminology for the audience reasonably expected to evaluate the document.
- The document is in a format agreed between the parties.
- For a document Deliverable requiring Acceptance, Columbus shall have 5 business days (or other time period as agreed by the parties in writing) from receipt of Deliverables to determine whether they are acceptable.
- If Columbus decides that the Deliverable is not acceptable, Columbus shall provide Hansen with written reasons for doing so, including any specific corrections needed within this 5-business day period.
- In response, Hansen will promptly (but in any case, within 10 business days, or other period as agreed in writing to modify the Deliverable accordingly (provided that such correction is consistent with the SOW)) and resubmit it to Columbus.
- Columbus shall have an additional five (5) business days (or other time period as agreed by the parties in writing) from receipt of the resubmitted Deliverable to determine whether it is accepted.
- This procedure shall be repeated until Deliverable is accepted by Columbus.
- In the event that Columbus does not provide Hansen with written acceptance or notice that it is not acceptable within the 5-business daytime allotted (or other time period as agreed by the parties), the Deliverables will be deemed accepted.

SOFTWARE ACCEPTANCE

For software Deliverables under this SOW which require Acceptance, the following process will apply:

- Hansen will undertake its own testing of the software Deliverable prior to release to the Columbus, to confirm that it complies with the agreed functional requirements.
- The software Deliverable performs to the defined criteria as documented and agreed between the parties.
- User Acceptance Testing (“UAT”) has been completed successfully. Note that the Columbus must perform UAT for each software Deliverable released to it by Hansen, and must, within 30 days of such release, notify Hansen in writing whether the relevant Deliverable is accepted or rejected, unless the parties otherwise agree in writing for a longer acceptance period. Where the software Deliverable has failed UAT, Columbus must notify Hansen in writing of such failure, and provide details of the failure sufficient enough for Hansen to remedy that failure. Where Columbus does not provide notice of either acceptance or failure within 30 days of delivery of the software Deliverable, then that Deliverable is deemed accepted.

6 Term of SOW

This SOW shall commence on the "SOW Effective Date" and shall continue for a period of one (1) year (the "SOW Term"). Any changes to the SOW Term shall be agreed to by the parties via a PCR.

7 Fees and Payment

7.1 Fees and Payment Terms

All fees in this SOW are in US Dollars. Projects will be completed on a time and basis as estimated in the applicable Task Order(s). The Not to Exceed value of this SOW is \$125,000.00 (NTE). The total value of each individual Task Order shall be combined to calculate the SOW total Columbus shall be responsible for paying Hansen the following fees (the "**Fees**"):

PAYMENT TERMS

The Fees shall be due and payable by Columbus, and Columbus shall be required to pay Hansen the Fees, within thirty (30) days of the date of Hansen's invoice to Columbus.

8 Purchase Order

In the event that Columbus requires a purchase order to facilitate payment of Fees and Expenses to Hansen, Columbus agrees to immediately issue a purchase order upon signature of this SOW.

Notwithstanding the foregoing, any terms and conditions within such purchase order shall be of no effect and Columbus' failure to issue a purchase order shall not relieve it of any payment obligations under this SOW or any other agreement between the parties.

9 Change Requests

The parties may agree to amend this SOW or a Task Order by executing a project change request (“**PCR**”). The PCR must describe the change, the rationale for the change and the effect the change will have on this SOW, including without limitation, the impact on the SOW Services and Deliverables, assumptions/dependencies/risks, timelines, and/or increase in professional services days or fees payable by Columbus under this SOW. A PCR must be signed by authorized representatives of Hansen and Columbus to authorize implementation of the change. Until a change is agreed:

The following are examples of when a PCR shall be required:

- a change in the Task Order Services;
- if the Services extend past the end of the SOW Term;
- additional Hansen personnel required;
- delays caused by Columbus or third parties not under Hansen’s control; and
- Columbus’ failure to meet a dependency or an assumption that proves to be incorrect.

10 Governance and Escalations

10.1 Project Governance

10.1.1 PROJECT STEERING COMMITTEE

The Project Steering Committee shall meet at least monthly to review progress and discuss the SOW Services and Deliverables. Columbus understands and agrees that if Columbus's resources in the Project Steering Committee do not attend in accordance with the preceding sentence, then Hansen's delivery of the SOW Services and Deliverables will be impacted and Hansen shall: (a) assess the impact on the SOW Services and Deliverables, costs, resources and/or timelines via a PCR; and/or (b) be relieved of any commitments to perform the SOW Services and Deliverables as scheduled or detailed herein.

The Project Steering Committee meetings shall include, but is not limited to, discussing: (a) the ongoing allocation of resources against forecasted demand and current priorities; (b) possible changes to the scope of the SOW Services or Deliverables; (c) major risks, issues, actions/decisions, and dependencies that have not been resolved at project/program manager level; and (d) stakeholders' expectations.

If an issue cannot be resolved at the Project Steering Committee level, both parties agree to escalate to their respective executives within 24 hours following such acknowledgement.

The "**Project Steering Committee**" for each party shall include the individuals as detailed in the table below, or such other individuals as either party may from time to time designate:

Columbus	Hansen
Executive Project Sponsor - Sonia Krammes	VP Energy & Utilities - Glenn Lamont
Project Sponsor - Tammy Carter	Project Manager - Jim Yates
Project Sponsor - Amy Hughes	
Project Sponsor - Brian White	

10.3 Escalation

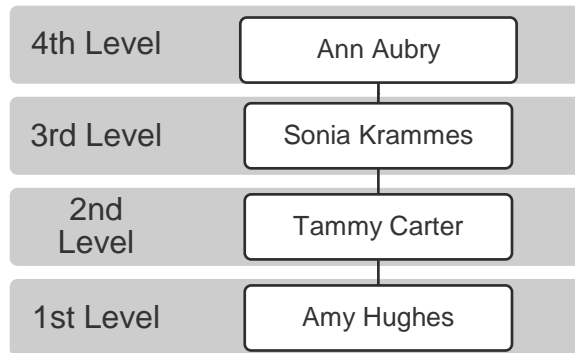
Any dispute or issue related to this SOW shall follow the following escalation path with the individuals set out in the diagrams below, or such other individuals as either party may from time to time designate. Notwithstanding the foregoing, the parties reserve all rights and remedies they may have under the Agreement.

For issues pertaining to the project execution, the following escalation path shall apply:

Hansen

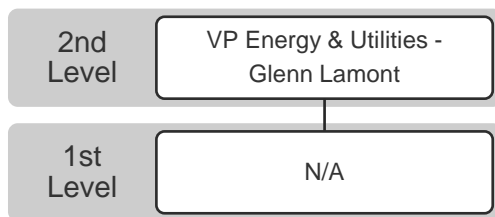


Columbus

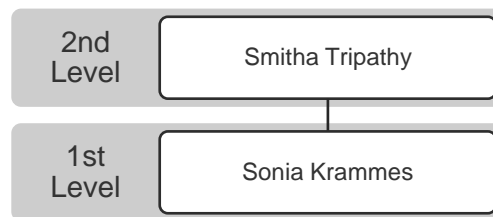


For issues pertaining to the commercial and contractual arrangements, the following escalation path shall apply:

Hansen



Columbus



11 Additional Terms and Conditions

11.1 Subcontractors

Columbus acknowledges that Hansen may, at Hansen’s discretion, use subcontractors in the provision of all or any portion of the SOW Services and Hansen’s obligations hereunder. Hansen agrees that: (a) all such subcontractors will have the requisite skill, training, expertise, knowledge and experience to perform the SOW Services; and (b) Hansen shall be responsible for all acts and omissions of its subcontractors to the same extent as those of its employees.

Counterparts

This SOW may be executed in counterparts. Each counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this SOW to be duly executed as of the SOW Effective Date.

City of Columbus, OH

Hansen Banner, LLC

Authorized Signature

Authorized Signature

Officer’s Name & Title

Officer’s Name & Title

Date

Date