Statement of Work

VERSION 3.0

Pro Services Project

For

CITY OF NEW HAVEN, CT

Performed By

ZONES, LLC

1102 15th Street SW, Suite 102, Auburn, WA 98001-6509

ACCOUNT MANAGEMENT

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STATEMENT OF WORK

This statement of work ("**Statement of Work**" or "**SOW**") by and between Zones, LLC ("**Seller**" or "**we**") and City of New Haven, CT ("**Customer**" or "**you**") is effective November 30, 2023 ("**SOW Effective Date**") and specifies the Services to be performed hereunder by Seller on behalf of Customer. Seller and Customer are deemed to be each a "**Party**" and collectively the "**Parties**" hereof.

1. SERVICE DESCRIPTION

1.1. OVERVIEW

Customer has engaged Seller to implement its Procurement suite and deliver cloud-based Procurement solutions to help Customer power a more effective and accountable government. ("**Services**")

1.2. SCOPE

The scope of the SOW will specify the Services tasks (described below) to be performed by Seller personnel (the "**Project Team**") in coordination with Customer personnel engaged with the Project Team ("**Customer Personnel**").

1.2.1. ACTIVITY ONE (1) – PROJECT MANAGEMENT

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following Services.

1.2.1.1. Planning

During this stage, OpenGov will:

- Review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines.
- Maintain project communications through Customer's Project Manager.
- Establish documentation and procedural standards for deliverable Materials.
- Assist Customer's Project Manager to prepare and maintain project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

1.2.1.2. Project Tracking and Reporting

This is an on-going activity which will be considered complete at the end of the Services. During this stage, OpenGov will:

- Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with Customer's Project Manager.

- Work with Customer's Project Manager to address and resolve deviations from the project plan.
- Conduct regularly scheduled project status meetings.
- Administer the Project Change Control Procedure with Customer Project Manager.

1.2.2. ACTIVITY TWO (2) – INITIALIZATION

OpenGov will provide the following:

- Customer Entity configuration.
- System Administrators creation.
- Solution Blueprint creation.
- Data Validation strategy confirmation.

This activity will be considered complete when:

- Customer Entity is created.
- System Administrators have access to Customer Entity.
- Solution Blueprint is presented to Customer.

1.2.3. ACTIVITY THREE (3) – OPENGOV USE CASES

OpenGov will provide the following:

- Procurement Use Cases
  - o Automating solicitation development.
  - o Enhancing supplier engagement and collaboratively evaluating + awarding.
  - o Making contract management centralized and proactive.

This activity will be considered complete when:

- Procurement Use Cases
  - o Vendor Portal is configured.
  - o Vendor List is imported.
  - o Solicitation Templates are configured.
  - o Contracts Log is imported.
  - o Contract Templates are configured.

1.2.4. ACTIVITY FOUR (4) – TRAINING

- Training will be provided in instructor-led virtual sessions unless otherwise specified in Section 1.2.5. Implementation Activities. For any instructor-led virtual sessions, the class size is recommended to be ten (10), for class sizes larger than ten (10) it may be necessary to have more than one (1) instructor.
- This activity will be considered complete when:
  - o Administrator training is provided.

1.2.5. IMPLEMENTATION ACTIVITIES

1.2.5.1. Instance Creation

1.2.5.1.1. Website Instance Creation

OpenGov will:

- Build customer portal.
- Upload Customer's logo.

1.2.5.2. Technical Project Review

OpenGov will:

- Provide up to one (1) two (2)-hour working session at the beginning of the project to:
  - Finalize list of templates.
  - Review technical requirements.
  - Provide documentation on requirements and processes.
- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

1.2.5.3. Supplier Engagement, Evaluation, and Award Configuration

1.2.5.3.1. Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.
- Customer will provide a complete and accurate vendor list for import to OpenGov.

1.2.5.3.2. Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

1.2.5.4. Solicitation Development Configuration

1.2.5.4.1. Solicitation Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and forms provided by Customer.
- Work with Customer to design and get sign off on the first template.
- Following the sign off of the first template, configure the remaining templates in the system.

- OpenGov will configure up to two (2) Solicitation Template(s) with standard boilerplate language:
  - RFP.
  - ITB.

1.2.5.5. Contract Management Configuration

1.2.5.5.1. Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to System Administrator on creating and managing contracts.

1.2.5.5.2. Historical and/or Active Contracts

OpenGov will:

- Provide a mapping document for the metadata of contracts to be uploaded into the system.
- Import the contract records listed in the contract log.
- Customer will provide a complete and accurate contracts log for import to OpenGov.

1.2.5.5.3. Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- OpenGov will configure up to two (2) Contract Template(s) with standard boilerplate language:
  - ARPA Contractor Agreement.
  - Contract Document.

1.2.5.6. Admin Documents and Checklist Configuration

1.2.5.6.1. Admin Documents

OpenGov will:

- Review & configure up to four (4) Admin Documents from the following list:
  - Proposal Viewer Agreement.
  - Interview Invitation.
  - Non-Award Letter.
  - Notice of Intent to Award.

1.2.5.7. Working Sessions and Trainings

1.2.5.7.1. Procurement Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting and opening (if during deployment).
- Respond to questions regarding configured system functionality.

1.2.5.7.2. Procurement Training

OpenGov will:
- Provide training on system functionality. Topics include:
  - Creating Bids with Generic Templates.
  - Live Bid Management and Vendor Experience.
  - Evaluation and Awarding.
  - Writing Solicitations using templates.
  - Contract Document Developer Tools.

1.3. OUT OF SCOPE

The following services and items are out of scope and are not included among the Services:

- Implementation of any custom modification or integration developed by OpenGov; Customer's internal staff; or any third-party is not included in the scope of this project unless specifically listed in section 1.2.5. Implementation Activities.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in section 1.2.5. Implementation Activities.
- OpenGov cleanup/correction of imported files and logs is not included in the scope of this project.
- Providing any services or items other than what are specified herein.

1.4. CUSTOMER RESPONSIBILITIES

Customer will be responsible for the following, which are necessary to Seller's performance hereunder:

1.4.1. IMPLEMENTATION ACTIVITIES

1.4.1.1. Instance Creation

1.4.1.1.1. Website Instance Creation

- Providing logo.
- Confirming access to the Portal.

1.4.1.2. Technical Project Review

- Identifying relevant participants for attendance.
- Confirming deliverables.
- Gathering and providing relevant data for the project.

1.4.1.3. Supplier Engagement, Evaluation and Award Configuration

1.4.1.3.1. Vendor Portal

- Allocating resources to the Vendor Portal.
- Providing vendor email list and sending vendor email/letter.
- Ensuring that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

1.4.1.3.2. Generic Template

- Providing a copy of the next solicitation document.
- Providing information to complete the generic solicitation upload template including forms and an example of recent solicitation.
- Providing the category code set used by the agency (NIGP, NAICS, or UNSPSC).

1.4.1.4. Solicitation Development Configuration

1.4.1.4.1. Solicitation Development Solution

- Providing templates with standard boilerplate language.
- Providing forms associated with solicitation templates.
- Providing admin documents.
- Selecting the first solicitation type (usually ITB or RFP), to work with OpenGov for the design.
- Signing off on the first template before beginning the subsequent templates.
- Validating and providing signoff on Solicitation Templates.

1.4.1.5. Contract Management Configuration

1.4.1.5.1. Create and Manage Contracts

- Attending scheduled System Overview.
- Creating and managing contract records in the system with guidance from OpenGov.

1.4.1.5.2. Historical and/or Active Contracts

- Providing contract log per the mapping document.

1.4.1.5.3. Contract Template Deployment

- Providing templates with standard boilerplate language.
- Validating and providing signoff on Contract templates.

1.4.1.6. Admin Documents and Checklist Configuration

1.4.1.6.1. Admin Documents

- Providing Admin Documents.

1.4.1.7. Working Sessions and Trainings

1.4.1.7.1. Procurement Working Sessions

- Completing practice exercises to gain familiarization.
- Identifying internal Admin Users and security permissions for all other users.

1.4.1.7.2. Procurement Training

- Attending training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

1.4.2. PROJECT MANAGER

- Prior to the start of this project, Customer will designate a person called Customer's Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of Customer in all matters regarding this project. Customer's Project Manager's responsibilities include the following:
  - o Managing Customer's personnel and responsibilities for this project (for example: ensuring personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).
  - o Serving as the interface between OpenGov and all Customer departments participating in the project.
  - o Administering the Project Change Control Procedure with the Project Manager.
  - o Participating in project status meetings.
  - o Obtaining and providing information, data, and decisions within five (5) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.
  - o Resolving deviations from the estimated schedule, which may be caused by Customer.
  - o Helping resolve project issues and escalating issues within Customer organization, as necessary.
  - o Creating, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

1.4.3. TECHNICAL REQUIREMENTS

1.4.3.1. Logo

- .png or .jpg file.
- At least 300KB but not larger than 500KB.

1.4.3.2. Vendor List

- Single Flat file.

- .csv or .xlsx format.

1.4.3.3. Historical/Active Contracts

- Single Flat file.
- .csv or .xlsx format.

1.4.3.4. Sample Documents or Templates with Boilerplate Language

- PDF or Word format.

1.4.3.5. Admin Documents

- PDF or Word format.

1.5. PROJECT ASSUMPTIONS

The scope and any responsibilities set forth above are based on, and in scoping and performing the Services Seller is relying on the accuracy of, the assumption(s) set forth below.

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The deliverables are listed in Section 1.2.5. Implementation Activities are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.
- OpenGov will perform Services under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at Customer's facility in order to complete its responsibilities under this SOW.
- OpenGov will provide the Services under this SOW during Standard Business Hours.
- OpenGov will use personnel and resources located across the United States and may also include OpenGov-trained staffing contractors to support the delivery of Services.

- Deviations that arise during the project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Services Fee and Expenses, and other terms.
- The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- Individual software modules are configured based on discussions between OpenGov and Customer.
- Customer will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.
- OpenGov template configuration will include up to two (2) solicitation templates and up to two (2) contract templates (See Section 1.2.5 Implementation Activities for list).
- Customer will provide a complete and accurate contracts log and vendor list for import to OpenGov.
- To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:
  - Regular communication
    - Regular communication aligned to the agreed upon project plan and timing.
    - OpenGov expects its customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
  - Executive involvement
    - Executives may be called upon to clarify expectations and/or resolve confusion.
    - Executives may be needed to steer strategic items to maximize the value through the deployment.
  - Escalation Process
    - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised.
      - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
      - Customer or OpenGov project manager summarizes the problem statement and impasse.
      - Customer and OpenGov project managers jointly will outline solution, acceptance or schedule executive review.
      - Resolution will be documented and signed off following Executive review.
  - Phase Sign-Off
    - OpenGov requests signoffs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.
- This SOW and related efforts are based on the information provided and gathered by OpenGov.
- Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a Change Order - Work that is added to or deleted from the original scope of

this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:

- o Timeline for completion.
- o Sign off process.
- o Cost of change and invoice timing.
- o Amending the SOW to correct an error.
- o Extension of Services as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

- The deliverable Material will be submitted to Customer's Project Manager.
- Customer's Project Manager will have decision authority to approve/reject all project criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, Customer's Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from Customer's Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure. As set forth in Section 6.1(e) of the Agreement if there are extended delays (greater than ten (10) business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o Professional Services to the customer could be stopped;
  - o Delay to any agreed timelines; or
  - o Not having the same Services team assigned.

1.6. ITEM(S) PROVIDED

The tangible items identified in the table below will be provided either prior to or upon completion of the Services (each an "**Item Provided**").

SOW Section	Item(s) Provided
Activity One (1) – Project Management	Project Plan Weekly Status Reports

	Risk, Action, Issues, and Decision Register ("**RAID**") Project Charter
Activity Two (2) – Initialization	Solution Blueprint Sign-off of Initial Draft Solution Blueprint
Activity Three (3) – OpenGov Use Cases	Formal sign off document
Activity Four (4) – Training	Formal sign off document

1.7. PROJECT SITES

Services will be performed <u>remotely</u> at the following site(s) (each a "**Project Site**").

Project Site Name / Identifier	Address
Project Site	City Hall 165 Church Street, New Haven, CT, United States

1.8. SERVICES FEES & EXPENSES

The total amount due and billable under this SOW ("**Total Services Price**") includes the fees for the Services performed hereunder ("**Services Fees**") and the cost of any Expenses (as defined herein).

1.8.1. SERVICES FEES

The Services Fees will be billed on a *fixed fee* basis. Seller will invoice a fixed amount or amounts upon completion of one or more Services milestones, as set forth in the table (below), which presents the total amount to be paid for all Services Fees*.

Milestones	Fees
OpenGov Procurement	$79,525.00
OpenGov Procurement	$83,501.25
OpenGov Procurement	$87,676.31
OpenGov Procurement	$92,060.13
OpenGov Procurement	$96,663.13
Professional Services Deployment	$19,475.00
Grand Total	**$458,900.82**

*The Services Fees do not include sales tax, which, if applicable, will be invoiced by Seller and paid by Customer.

Billing/Service Periods:

- July 1, 2024

- o $99,000.00 (Annual Software Fee + Professional Services)
- July 1, 2025
  - o $83,501.25
- July 1, 2026
  - o $87,676.31
- July 1, 2027
  - o $92,060.13
- July 1, 2028
  - o $96,663.13

1.8.2. EXPENSES

Seller does not anticipate incurring under this SOW any expenses, such as, for example, the following: airfare, hotel room charge(s), automobile mileage, standard car rental and fuel, per diem, parking, tolls, printing/photocopies, etc. (cumulatively, "**Expenses**"). In the event that both Parties agree that travel is necessary, Seller will have the right to invoice, and shall be reimbursed by, the other Party for Seller's Expenses related to such travel in accordance with the terms of the Agreement; provided that if travel expenses are not addressed in the Agreement, then invoicing and reimbursement shall be in accordance with Seller's standard travel expense policy.

1.9. PROJECT SCHEDULE

The Parties acknowledge that throughout performance of the Services they share the following responsibilities: to develop an estimated schedule with estimated dates and timelines ("**Estimated Schedule**"); to coordinate the project kick-off meeting; and to manage the project through completion.

Project timelines will vary based on personnel schedules, the evolving conditions of Customer's environment, and the conditions of the Project Site(s).

All Services will be provided during "**Standard Business Hours"** (meaning Monday through Friday, 8:30AM - 6:00PM local time, excluding Holidays). "**Holidays**" shall mean Seller's normal holidays in addition to national holidays.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures unless otherwise agreed upon between the Customer and OpenGov and have an estimated end date of four (4) months after signature ("**Estimated End Date**"). The End Date will be agreed between Customer and OpenGov during project planning.

This offer will expire on July 30, 2024, unless extended by OpenGov in writing.

1.9.1. ILLUSTRATIVE PROJECT TIMELINES

The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
	Supplier Engagement, Evaluation, & Award Solution	■			
	Solicitation Development Solution		■	■	
Procurement Suite	Contract Management Solution			■	■
GoLive Support	Hypercare				■
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

1.10. CONTACTS

Prior to (or promptly upon) commencement of the Services, each Party will identify a person who, on behalf of such Party, shall be authorized to answer questions, to make decisions, and to address any issues that arise during the performance of Services ("**Contact**").

1.11. COMPLETION CRITERIA

Seller shall be deemed to have fulfilled its obligations under this SOW upon the occurrence of any ONE of the following:

- Seller's completion of both performance of the Services that are in scope and delivery of any Items Provided; *OR*
- Seller's performance of Services for the total of the number of hours set forth in both the Services Fees section of this SOW and any Change Order(s); *OR*
- Expiration of this SOW according to its terms; *OR*
- Termination of this SOW by either Party in accordance with the provisions of this SOW and the Agreement.

1.12. ADDITIONAL PROJECT TERMS

A. Customer is responsible for supplying the environmental conditions necessary and applicable for Seller's performance of the Services, including, without limitation, the following: workspace(s); Customer-owned hardware; any Customer software licenses; any required documents/diagrams detailing applicable specifications and conditions; any badges and passes for access to facilities; and any other access rights ("**Customer Provisions**").

B. Customer agrees that Seller will have the right to bill Customer at Seller's standard rates for any time during which Seller's personnel is idle due to any substantial: inaccessibility of any Project Site; or unavailability of the Customer Provisions or Customer Contact.

C. Seller shall have no responsibility for third parties engaged on this project other than any Seller subcontractor(s), except as otherwise expressly agreed in writing. Customer acknowledges and agrees that Seller has the right to subcontract some or all of the Services hereunder to subcontractors.

D. Customer will provide all applicable safety and security rules in advance of execution of this SOW.

E. Customer shall at all times remain solely responsible for daily back-up and other protection of its data against loss, damage and/or destruction. Seller shall have no obligation or liability with respect thereto, regardless of the cause.

F. Customer shall not provide hereunder: any Protected Health Information, as defined in the US Health Insurance Portability and Accountability Act ("**HIPAA**"); any data subject to the Payment Card Industry Data Security Standard ("**PCI DSS**"); or any other personally identifiable information ("**PII**") or sensitive personal information ("**SPI**") subject to applicable US or international security laws.

G. Seller shall not be obligated to perform Services under this SOW unless Customer acknowledges and agrees hereby to be bound by the separate terms and conditions between OpenGov, Inc., and Customer, as set forth under the heading, "OpenGov Terms and Conditions – Software Services Agreement (Purchase through an OpenGov Authorized Reseller)", on the website, https://opengov.com/terms-of-service/ ("**Provider Terms and Conditions**"). In the event of a conflict between the Agreement and the Provider Terms and Conditions, the Provider Terms and Conditions shall prevail.

2. GENERAL TERMS AND CONDITIONS

2.1. ACCEPTANCE

All Deliverables require acceptance from the Customer following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov shall notify the Customer and provide the necessary documents for review and sign off. The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov will provide the Customer with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer ten (10) business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make industry-standard effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with SLA as defined in Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Customer will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive response in accordance with Project Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project

2.2. PAYMENT

Fees specified herein do not include applicable taxes, which will be invoiced and which Customer is obligated to pay. Invoices will be submitted to the address provided by Customer. Customer will remit payment within thirty (30) days of invoice receipt. Customer shall pay all undisputed amounts hereunder, withholding payment only to the extent of any specific inaccuracy on an invoice and only until such inaccuracy is corrected.

2.3. CHANGE MANAGEMENT

The terms and conditions of this SOW, including without limitation the scope, fees and Items Provided, may be changed only upon the Parties' execution of a written amendment that references this SOW, that specifies such change and that is drafted by Seller ("**Change Order**"). Either Party may request a change, and both Parties agree to negotiate in good faith any requested changes. In the event of a conflict between the terms and conditions set forth in a Change Order and those set forth in this SOW or in a previously executed Change Order, the terms and conditions of the most recent Change Order shall prevail.

2.4. MISCELLANEOUS

This Statement of Work is governed by the Terms and Conditions of Sale posted at www.zones.com/TermsofSale ("**Agreement**"). Terms that are used but not defined in this Statement of Work shall have the meanings set forth in the Agreement.

2.5. EXECUTION

The Parties agree that this SOW shall be deemed to be executed by the Parties upon Seller's written acceptance of a Customer-issued Purchase Order identifying this SOW. For purposes of clarity, the Parties acknowledge that any such Purchase Order referencing this SOW is not binding on either Party unless and until it is accepted in writing by Seller. Customer represents and warrants that any individual issuing to Seller on behalf of Customer any such Purchase Order referencing this SOW is authorized to bind Customer to the terms and conditions set forth in this SOW to the same extent as if such SOW was signed by Customer's authorized representative. Seller represents and warrants that any individual submitting to Customer on behalf of Seller any written acceptance of such Purchase Order referencing this SOW is authorized to bind Seller to the terms and conditions set forth in this SOW to the same extent as if such SOW was countersigned by Seller's authorized representative.

2.6. STATEWIDE CONTRACT

All of the terms and conditions of Statewide Contract ITS75 are incorporated herein and made a part hereof. Conflicting terms, conditions or agreements included in or attached to this form, or accepted via a click-through agreement, shall be considered to be superseded and void.

EXHIBIT A – PROJECT COMPLETION FORM

PROJECT COMPLETION FORM

This Project Completion Form, when signed by City of New Haven, CT ("**Customer**"), signifies completion and acceptance of the Services performed by Zones, LLC ("**Seller**") under the Pro Services project Statement of Work between the Parties dated January 17, 2024 ("**SOW**").

Services Start Date		Services End Date	
Seller Contact		Customer Contact	

EVALUATION OF ITEMS PROVIDED

Item(s) Provided	Acceptance Criteria	Customer Evaluation Results

OUTSTANDING ISSUE(S) AND RESOLUTION PLAN

AUTHORIZED SIGNATURE

Customer's signature below acknowledges that the Services and all Items Provided have been completed, delivered and accepted in accordance with the specifications of the SOW.

ZONES, LLC

Presented By: _____

Name: _____

Title: _____

Date: _____

CITY OF NEW HAVEN, CT

Acknowledged By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B – CHANGE ORDER FORM

CHANGE ORDER

This Change Order between Zones, LLC ("**Seller**" or "**we**") and City of New Haven, CT ("**Customer**" or "**you**") is effective _____ ("**CO Effective Date**") and amends, as set forth below, the Pro Services project Statement of Work between the Parties dated January 17, 2024.

Project Name	Pro Services	SOW Code	ZON -113023-CNH-001
Change Order Title		Change Order #	
Seller Contact		Customer Contact	

PROJECT CHANGE REQUEST DESCRIPTION

IMPACT TO SCOPE

IMPACT TO SCHEDULE

IMPACT TO COST

SUBMITTER

Name		Title	
Phone		e-mail	

RATIONALE FOR REJECTION (IF APPLICABLE)

[If requested change is rejected, provide rationale below. Otherwise ignore and execute the Change Order.]

MISCELLANEOUS

This Change Order is governed by the terms and conditions of the SOW and the Agreement. Terms that are used but not defined in this Change Order shall have the meanings set forth in the SOW or the Agreement. In the event of a conflict between this Change Order and the SOW or a previous Change Order, this Change Order shall control.

AUTHORIZED SIGNATURES

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Change Order.

ZONES, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF NEW HAVEN, CT

By: _____

Name: _____

Title: _____

Date: _____