

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
18-523 A- 3

SAP Number

Innovation and Technology Department

Department Contract Representative	Lea Rademaker
Telephone Number	909-388-0672
Contractor	International Business Machine Corporation
Contractor Representative	Sara Brayton
Telephone Number	515-240-5795
Contract Term	8/1/2021 through 7/23/23
Original Contract Amount	Not-to-exceed \$4,323,000
Amendment Amount	N/A
Total Contract Amount	Not-to-exceed \$4,323,000
Cost Center	1200104048, 1200904048, 1201004048

Briefly describe the general nature of the contract: *Amendment to CRA for a Project Change Request for z/OSMF implementation assistance and z/OS Security Healthcheck for RACF SOW US26-2109298BSVD.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, County Counsel

Date 5-5-2022

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

PROJECT CHANGE REQUEST (PCR)

PCR Date: March 29, 2022

Requested by: Siva Myslwamy

PCR Number: 01

This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on 6-15-2022, unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.

The parties agree that this PCR modifies the existing referenced SOW as follows:

The new estimated End Date is June 30, 2022.

PCR Approval

In entering into this PCR, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.

Each party accepts the terms of this PCR by signing this PCR (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this PCR made by reliable means is considered an original.

Agreed to:

Agreed to:

San Bernardino County

International Business Machines Corporation

By (Authorized Signature):

By (Authorized Signature):

Title:

Chief Information Officer

Title:

Opportunity manager

Name (type or print):

Larry Ainsworth

Name (type or print):

Tamas Vilaghy

Date:

5/18/2022

Date:

4/27/2022

Statement of Work Name: z/OSMF Implementation and RACF Healthcheck services

PCR Estimated End Date: June 30, 2022

Statement of Work Number: US26-210929BSVD

IBM Internet ID: Sivapriya.mylswamy@ibm.com

Express Statement of Work



This Statement of Work ("SOW") describes the services to be provided by IBM (the "Services") to San Bernardino County ("Client", also called "you" and "your") under the terms and conditions of the agreement identified in the signature block of this SOW, (the "Agreement"). In addition, your responsibilities are listed.

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement identified below, this SOW will govern.

1. Project Scope

Under this project, IBM will provide:

- z/OSMF Implementation assistance; and
- z/OS Security Healthcheck for RACF.

Tasks may include:

z/OSMF Planning and Implementation

This service is a comprehensive review, planning, and implementation service that fully enables IBM z/OSMF on one sysplex / monoplex in a client's environment.

- Basic education and walk-through of the currently available plugins;
 - Review of software pre-requisites;
 - Review of security requirements (z/OSMF protection, plugins protection, role definition);
 - Assist with configuration of z/OSMF and components (CEA, optionally CIM);
 - Setup the configuration file;
 - Start the z/OSMF Server;
 - Log into z/OSMF;
 - Activate additional "plug ins" if applicable;
 - Authorize other users to z/OSMF; and
 - Exploitation of z/OSMF.
-
- Use of workflow for configuration
 - Activate/Add additional plug-ins
-
- ISPF
 - Configuration Assistance
 - Workload Management
 - z/OSMF incident logs
 - Resource Monitoring (If applicable)
 - Capacity provisioning ¹(If applicable)
 - Resource monitoring RMF (If applicable)
 - z/OS Cloud² (If applicable)
 - z/OS Operator Console (If applicable)

Out of Scope

- Application / Service reviews.
- IBM z/OSMF component product problem source identification / problem determination.
- z/OS Cloud plugin configuration/utilization.

Customer Responsibilities

- Provide Project Management
- Basic z/OSMF install
- Provide system access
- Provide security personal (90%+ of setup work is security related)

z/OS Security Healthcheck for RACF

- This service will review the z/OS security of one Racf database which includes:
 - Security disposition of z/OS and its internal components such as JES, WLM, DFSMSdfp, and related products such as TSO, and WebSphere (if applicable).
 - RACF options settings
 - Dataset and General resource protection
 - z/OS Unix security
 - RACF settings for subsystem security for DB2, IMS, and CICS
 - Use of hardware cryptography and ICSF implementation
 - Identification of weaknesses, and non-compliance with security standards such as ISO-27000, PCI-DSS, SoX, GLBA, HIPAA, FISMA, DISA and many other standards.

Out of Scope:

- This analysis is not a performance review.
- Any subsystem identified as requiring additional sizing prior to proposal creation which was not identified. (They can be added through normal contract modification procedures).

Customer Responsibilities:

- Provide system access
- Provide "high speed" link to the internet (to reach IBM).
- Provide skilled resources familiar with the environment(s) under review to work with the IBM Consultant.

Deliverable:

Final Security Healthcheck Report as Existing Works.

In addition, IBM will:

- a. perform work under this SOW for your facility in San Bernardino, California. IBM will perform the work remotely, except for any project-related activity which IBM determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- b. provide the Services under this SOW during normal business hours, 8:30 AM to 5:15 PM, local time, Monday through Friday, except holidays. If necessary, you will provide after-hours access to your facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
- c. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

1.1 Key Assumptions

This SOW and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- a. Client agrees that it shall not allow IBM access to any personal or other regulated information unless IBM has otherwise first agreed in writing to implement additional security and other measures to protect such information.

- b. IBM's estimates are based on the availability of personnel, access to required resources, and performance may be impacted due to governmental guidelines or restrictions, such as actions regarding COVID-19. The parties agree to work together in a reasonable manner to adjust such estimates or develop alternative methods to minimize any such impact.

2. Your Responsibilities

You will supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM.

If making available any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable expenses, that IBM may incur from your failure to obtain these licenses or approvals.

You agree that IBM and its affiliates, and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent.

3. Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- a. IBM completes the IBM responsibilities, including provision of the deliverables, if any; or
- b. IBM provides the number of hours of Services specified in Charges, or in any subsequent change authorization; or
- c. The Services are terminated in accordance with the provisions of this SOW and the Agreement.

4. Estimated Schedule

The Services will be provided beginning on an estimated start date of January 2, 2022 (the "Start Date"), and ending on an estimated end date of March 31, 2022 (the "End Date"), or on other dates mutually agreed to between you and IBM.

5. Charges

The Services will be conducted on a time and materials basis. IBM will provide estimated hours for the Services as described in the following schedule:

Resource/Skill	Estimated Number of Hours	Rate per Hour	Total
z/OS SME	100	\$300.00	\$30,000
Rac1 SME	100	\$300.00	\$30,000
Total Estimated Charges:			\$60,000

The estimated professional services charges for this SOW are \$60,000 and are exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes. Any estimate given by IBM of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual charges may differ, and IBM may adjust the mix of hours and rates shown above, as long as the Total Estimated Services Charges are not exceeded.

Travel and living expenses are not expected for this SOW. Should any travel to your facility under this SOW be required, estimated travel and living expenses will be paid by you and will be authorized through the procedure described in Section 6.1, Project Change Control Procedure.

IBM will invoice you monthly for actual Services hours worked (whether above or below the estimated hours), applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Late payment fees may apply.

If your Client number indicates that you require a Purchase Order (PO) for payment purposes, the Services under this SOW will not be provided until a PO or a PO waiver for the charges specified in the Charges section,

including travel and living expenses, is received. A PO waiver may be sent in hard copy or e-mail, but must come from an authorized officer or your purchasing agent. Any different or added terms contained in any PO or other ordering documents that might be exchanged in relation to activities under this SOW will not be applicable or of any effect. At its sole discretion, IBM may elect to begin delivery of Services after SOW signing, but prior to receipt of PO or PO waiver, on a limited, case-by-case basis.

6. Additional Terms

6.1 Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

6.2 Data Processing Protection

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit for IBM Systems Unit Services and Offerings at <https://www.ibm.com/technologyconnect/gdpr/index.xhtml?aliasId=Gdpr> apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent the i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

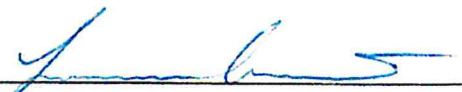
6.3 Offer Expiration Date

This offer will expire on 12/28/2021, unless extended by IBM in writing.

This SOW and the Agreement are the complete agreement between Client and IBM regarding Services and replace any prior oral or written communications between us. Accordingly, in entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide any Service; 2) the experiences of other Clients; or 3) results or savings Client may achieve.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services ordered under this SOW are subject to it.

Agreed to:
San Bernardino County

By: 
Authorized signature

Title: Chief Information Officer

Name (type or print): Larry Ainsworth

Date: December 20, 2021

Client address: San Bernardino, CA

Agreed to:
International Business Machines Corporation

By: 
Authorized signature

Title: Quality Assurance Representative

Name (type or print): Jennifer Docili

Date: December 8, 2021

Agreement name: Client Relationship Agreement

Agreement number/date: HW65957 07/18

Statement of Work number: US26-210929BSVD

IBM E-mail address: dilorenz@us.ibm.com



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: Innovation and Technology Department

Contact Name: Lea Rademaker

Telephone: 909-388-0672

Agreement No.: 18-523 Amendment No.: 3 Date of Board Item 7/13/21 Board Item No.: 26

Name of Contract Entity/Project Name: International Business Machine Corporation

Explanation of request/Special Instructions:

Item No. 26 on the July 13, 2021, Consent Calendar, as approved by the Board of Supervisors, authorizes the Chief Information Officer to execute non-substantive amendments with International Business Machine as they pertain to changes to the proprietary enterprise server usage, software licensing with support, and professional services, subject to review by County Counsel, so long as such documents do not increase the total not-to exceed amount of \$4,323,000, or change the duration of the contract. This Project Change Request amends Statement of Work US26-210929BSVD under Contract No 18-523 for z/OSMF implementation assistance and z/OS Security Healthcheck for RACF to extend the date of completion from March 31, 2022 to June 30, 2022 at no additional cost and without extending the duration of the contract.

Insert check mark that the following required documents are attached to this request:

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: <u>BONNIE UPHOLD</u>	Date Sent: <u>4-27-2022</u>
Reviewing County Counsel Use Only	Review Date <u>5-5-2022</u> <u>Bonnie Uphold</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>May 13, 2022</u> <u>Pamela Williams</u> Signature <u>Pamela Williams</u>	Disposition: <input checked="" type="checkbox"/> Route for signature to: <input type="checkbox"/> Chair <input type="checkbox"/> CEO <input checked="" type="checkbox"/> Department <input type="checkbox"/> Return to Department for preparation of agenda item