



Contract Number
18-523 A1

SAP Number

Innovation and Technology Department

Department Contract Representative	Jennifer Mancebo
Telephone Number	909-388-5579
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 Express Statement of Work for deployment of IBM Metric License Tool.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, County Counsel

Date *5-19-2022*

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date



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 deploy IMLT (IBM Metric License Tool) for San Bernardino County.

Activities may include:

ILMT Deployment

- Assist with validation of installation pre-requisites
- Install the ILMT 9.x components, including BigFix installation/configuration as necessary to support ILMT
- Assist with Catalog and PVU table imports
- Assist with set up of users and roles
- Assist with importing of part numbers from Passport Advantage
- Assist with generation of test PVU and RVU audit reports
- If specified by the IBM consultant, assist you to deploy relays
- Deploy up to 10 endpoints to validate the agent deployment plan

Provide transfer of information sessions to:

- Demonstrate usage of ILMT for up to six (6) personnel on the ILMT user interface and various reporting features.
- Provide mentoring to technical staff on installation, configuration, maintenance and server to client communication troubleshooting.
- Provide asset management staff mentoring on;
 - Reporting and bundling
 - How to manage software instance installations that can be excluded from the PVU calculations.
 - How to manage bundled or complex software products, how to manage the IBM supplied PVU and software catalog updates

IBM product bundling working sessions:

- Bundling note: After new components are discovered by ILMT, they are associated with products based on bundling rules. As a result, most components are automatically assigned to products. To complete the bundling process, you must compare the automatically created bundles with information in your license agreement, confirm the accurate assignments, or reassign the components to right products.
- The goal of this task is to help you complete some, or time permitting all, bundling for sub-capacity reporting. Bundling process complexity and effort are influenced by several factors; number of servers involved with the application (e.g. application on 2 servers, database on 1 server), business communications (do we know why the application was installed? Is it test?), and general product complexity. IBM will perform bundling to demonstrate the bundling process in your production environment using live application data. IBM will work with you to bundle products using time remaining

IBM will generate initial reports as part of this project to validate ILMT is properly reporting sub-capacity data. You will be responsible for validating this data aligns with your entitlements and submitting requested reports to IBM as required.

Deliverable Materials:

- None

In addition, IBM will:

- a. perform work under this SOW for your facility in San Bernardino, CA. 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. Such activity will be billable to you.
- 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 after mutual contract execution, between a start date to be determined by both parties and 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
Power / IMLT Consultant	40	\$285.00	\$11,400.00
		Total Estimated Services Charges:	\$11,400.00

The estimated professional services charges for this SOW are \$11,400.00 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

Client agrees that no Client personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> will be provided to IBM for processing on behalf of the Client under this transaction.

In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and an agreed upon DPA Exhibit will apply and prevail over conflicting terms in the Agreement. The DPA Exhibit will be added as an Appendix to this transaction.

6.3 Offer Expiration Date

This offer will expire on December 31, 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.

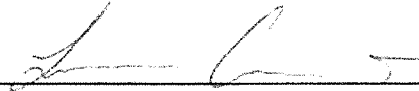
Agreed to:

San Bernardino County

Agreed to:

International Business Machines Corporation

By: _____



Authorized signature

By: _____



Authorized signature

Title: Chief Information Officer

Title: Quality Assurance Representative

Name (type or print): Larry Ainsworth

Name (type or print): Lyn Brown

Date: December 3, 2021

Date: December 8, 2021

Agreement name: Client Relationship Agreement

Agreement number/date: HW65957 07/18

Client address: San Bernardino, CA

Statement of Work number: US75-211108KLEV

IBM E-mail address: hoben@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: Department of Innovation and Technology

Contact Name: Jennifer Mancebo

Telephone: 909-388-5579

Agreement No.: 18-523 Amendment No.: 1 Date of Board Item 7/13/21 Board Item No.: 26


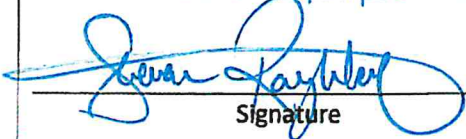
Name of Contract Entity/Project Name: International Business Machine Corporation

Explanation of request/Special Instructions:

Item No. 26 on the July 13, 2021 Consent Calendar, as approved by the Board of Supervisors, authorized the Chief Information Officer to execute non-substantive amendments with International Business Machine Corporation 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 Statement of Work amends the Customer Relationship Agreement (Contract No. 18-523) to add new services to deploy and install the IBM License Metric Tool and provide training at a not-to-exceed cost of \$11,400, which is within the total contract amount of \$4,323,000 and does not extend the term.

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: Bonnie Uphold	Date Sent: 04/21/2022
Reviewing County Counsel Use Only	Review Date <u>4-27-2022</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>4/29/22</u>  Signature	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