

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award C Contract C Grant

Requested Board Meeting Date: 07/15/2025

* = Mandatory, information must be provided

or Procurement Director Award:

*Contractor/Vendor Name/Grantor (DBA):

International Business Machines Corporation DBA IBM Corporation

*Project Title/Description:

Maximo Subscription and Hosting

*Purpose:

Amendment of Award: Supplier Contract No. SC2400001603, Amendment No. 02. This Amendment is for the purchase of additional app points to align County's Maximo license with actual usage, is for a one-time increase in the amount of \$175,000.00 for a cumulative not-to-exceed contract amount of \$2,150,000.00, and adds the Heat Injury and Illness Prevention and Safety Plan language to the contract, pursuant to Pima County Procurement Code 11.40.030. This amendment is the result of an annual true-up audit to ensure County has the number of licenses required for users and equipment. Administering Department: Information Technology.

*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 05/16/2023 the Board of Supervisors approved an award of contract for a term of five (5) years in the not-to-exceed contract amount of \$1,900,000.00.

On 01/23/2024, the Board of Supervisors approved Amendment No. 01, which increased the not-to-exceed contract amount by \$75,000.00 for a cumulative not-to-exceed contract amount of \$1,975,000.00 and increased the capacity of County's Maximo subscriptions.

PRCUID: 425287

Attachment: Contract Amendment No. 02.

*Program Goals/Predicted Outcomes:

Maximo currently provides Pima County asset and work management tools, and this implementation will update and increase functionality of that software to better integrate with the new ERP System. This will increase County efficiency and interoperability through the implementation of an integrated ERP system.

*Public Benefit:

As the systems being replaced are vital to the operations of the County, a more fully integrated ERP system will allow County departments to more efficiently perform their duties, thereby permitting the County to better serve its constituents in a more cost-effective environment.

*Metrics Available to Measure Performance:

Standard project management measurements to track progress of the project and validate implementation success. Analysis of life-long costs and support metrics during the life of the ERP system.

*Retroactive:

No.

TO: COB 06/27/2025 PGS: 7

THE APPLICABLE SECTION(S) E Click or tap the boxes to enter text. If not applicable, indi	
Contract / Award Information	
Document Type: Department Code:	Contract Number (i.e., 15-123):
Commencement Date: Termination Date:	Prior Contract Number (Synergen/CMS):
Expense Amount \$*	Revenue Amount: \$
*Funding Source(s) required:	
Funding from General Fund? CYes ONO If Yes \$	%
Contract is fully or partially funded with Federal Funds? O Yes O If Yes, is the Contract to a vendor or subrecipient?	No
Were insurance or indemnity clauses modified?	No
Vendor is using a Social Security Number? Ores C If Yes, attach the required form per Administrative Procedure 22-10.	No.
Amendment / Revised Award Information	
Document Type: <u>SC</u> Department Code: <u>PO</u>	Contract Number (i.e., 15-123): <u>SC2400001603</u>
Amendment No.: <u>02</u>	AMS Version No.: <u>N/A</u>
Commencement Date: 07/15/25	New Termination Date: <u>N/A</u>
	Prior Contract No. (Synergen/CMS): <u>MA-PO-23-164</u>
C Expense C Revenue C Increase C Decrease	Amount This Amendment: \$ <u>175,000.00</u>
Is there revenue included? O Yes O No If Yes \$ N/A	Amount mis Amenument. 3 <u>173,000,00</u>
*Funding Source(s) required: Non-Bond Projects Funds (Capital I	Project Funds)
Funding from General Fund? O Yes O No If Yes \$ N/A	% <u>N/A</u>
Grant/Amendment Information (for grants acceptance and awards)	O Award O Amendment
Document Type: Department Code:	
Commencement Date: Termination Date:	
	evenue Amount: \$
*All Funding Source(s) required:	
*Match funding from General Fund? C Yes C No If Yes \$ _	%
*Match funding from other sources? C Yes C No If Yes \$_ *Funding Source:	%
*If Federal funds are received, is funding coming directly from the F	ederal government or passed through other organization(s)?
Contact: Procurement Officer, Troy McMaster	Division Manager, Ana Wilber
Department: Procurement Director, Bruce D Collins	Telephone: 520.724.8728
Department Director Signature: Javier Baca	Date:
Deputy County Administrator Signature:	
	Date: 6-2.5-2025

Pima County Procurement Department					
Administering Department: Information Technology					
Project:	Maximo Subscription and Hosting				
Contractor:	International Business Machines Corporation dba IBM Corporation				
	1 Orchard Road				
	Armonk, NY 10504				
Contract No:	SC2400001603 (formerly MA-PO-23-164)				
Contract Amendment No.: 02					

Original Contract Term	5/16/2023 – 5/15/2028	Original Contract Amount:	\$ 1,900,000.00
Prior Termination Date	5/15/2028	Prior Amendments Amount:	\$ 75,000.00
New Termination Date	N/A	This Amendment Amount:	\$ 175,000.00
		Revised Total Amount:	\$ 2,150,000.00

CONTRACT AMENDMENT

1. Parties, Background and Purpose.

1.1. Background.

On May 16, 2023, County and Contractor entered into the above referenced agreement to provide license subscription and hosting services for Contractor's Maximo software.

1.2. Purpose.

County is adding app points to the existing Contract and incorporating Heat Ordinance language as required by Pima County Procurement Code.

2. Rates

County will purchase the additional app points at the price established in **Exhibit B: IBM Quote No. 21475261** (5 pages).

3. Maximum Payment Amount.

The maximum amount County will spend under this Contract is increased by \$175,000.00. County's total payments to Contractor under this Contract, including any sales taxes, will not exceed \$2,150,000.00.

4. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have approved this Amendment and agree to be bound by the terms and conditions of the Contract on the dates written below.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

This contract template has been approved as to form by the Pima County Attorney's Office.

Pima County

International Business Machines Corporation dba IBM Corporation

Chair, Board of Supervisors

Authorized Officer Signature

6.25.25

Date

Date

ATTEST

Clerk of the Board

Date

Approved as to Content

Javier Baca

Department Head

06/26/2025

Date

- h



IBM Software Quotation

16-Jun-2025

Customer Information

Attn: John Merritt Pima County Government 150 West Congress 18th Floor TUCSON AZ 85701-1333 UNITED STATES

Passport Advantage Agreement Number: 204090 IBM Customer Number: 7195827 Relationship SVP Level: GV

Passport Advantage Site Number: 3466986 Anniversary: **01-Jul** Quotation SVP Level: GV

Dear Customer,

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for sub-capacity licensing, please visit: https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/containerlicenses.html

This quotation is valid from 16-Jun-2025 and will expire on 30-Jun-2025.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

To place your order, please go to the Passport Advantage Online Web Site <u>https://www-112.ibm.com/software/howtobuy/passportadvantage/paocustomer/eorder/Quote?P0=Q2"e=0021475261</u>. A username and passcode are required to access this secure Web site. If you do not have this information, contact eCustomer Care. The eCustomer Care contact information for your location can be found at <u>http://www.ibm.com/software/howtobuy/passportadvantage/paocustomer/docs/en_US/ecare.html</u>.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.



Yours sincerely,

MATT COX E-mail Address: coxma@us.ibm.com



IBM Software Quotation

Quotation Information

Number: 21475261 Effective Date: 16-Jun-2025 Expiration Date: 30-Jun-2025

Customer Information

Attn: John Merritt Pima County Government 150 West Congress 18th Floor TUCSON AZ 85701-1333 UNITED STATES

Sales Representative

IBM Contact: MATT COX

Passport Advantage Agreement Number: 204090 IBM Customer Number: 7195827 Relationship SVP Level: GV Passport Advantage Site Number: 3466986 Anniversary: 01-Jul Quotation SVP Level: GV

Summary

Current Transaction	
Total Points	1,600.00
Software	160,000.00
Total	160,000.00 USD



Current Transaction

Software

Line Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Unit Price	Extended Amount
IBM Maximo Application Suite per AppPoint SW Subscription & Support Reinstatement 12 Months						
1	D28AZLL	200	1,600.00	1,530.00	800.00	160,000.00
Current Transaction						
Coverage Dates: 16-Jun-2025 - 30-Jun-2026						

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.

Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.



IBM Terms and Conditions

IBM International Passport Advantage Agreement

The quote or order to which this document relates is governed by the terms of your Passport Advantage Agreement and its associated attachment(s).

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for sub-capacity licensing, please visit: https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/containerlicenses.html

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <u>http://ibm.com/dpa</u> and the applicable DPA Exhibit of: i) for Subscription & Support Services at <u>https://www.ibm.com/mysupport/s/article/support-privacy</u>; or ii) for Cloud Services, as stated in associated Service Descriptions; applies IBM's processing of personal data on behalf of Client.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.