IBM

Statement of Work 500039901.0

for

Maximo Application Suite 8

Migration and Upgrade

Prepared for

City of Corpus Christi

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Overview and Approach

The Maximo system at the City of Corpus Christi will be transitioned from an on-premises deployment to a cloud SaaS on AWS. The current version of Maximo deployed at City of Corpus Christi will be decommissioned by IBM by September 2025. IBM will upgrade Maximo to the latest Maximo Application Suite 8, deployed as cloud SaaS on AWS.

1. IBM Statement of Work

This section describes the work to be provided by IBM (the "Services") to City of Corpus Christi ("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.

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Sample Project Change Request form

1.1 Project Scope

Under this project IBM will Replatform Oracle.

IBM's estimated charges and schedule are based on performance of the activities listed in the "IBM Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

1.1.1 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 will provide local admin access to required virtual machines if needed.

b.   Client will provide access/permissions to install software tooling as required.

c.   Client will provide access to utilize of download from client Passport Advantage account if needed.

d.   Client will provide access to copy and back up files if needed.

e.   Replica database will be available for Reporting

f.   No customizations will be upgraded

g.   IBM will not develop test scripts

h.   Database migration is not included in this SOW

i.   Custom MAS 8 training is not included in this SOW

1.2 Facilities and Hours of Coverage

IBM will:

a.   perform the work remotely or at your facility in Corpus Christi, TX 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 CST, 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.

1.3   IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

Activity 1 – Project Management

In this activity, IBM will provide project management for all activities.

IBM will:

a.   conduct a project kickoff to review the SOW, project scope, project deliverables, high-level timelines, success criteria and contractual responsibilities of both parties with your Project Manager;

b.   deliver a draft project plan based on the hours contracted and work with your Project Manager to develop a baseline plan, and update the plan on a periodic basis (e.g. weekly);

c.   deliver pre-implementation documentation including technical specifications and pre-requisites

d.   develop and review a staffing plan for IBM and customer resources for the duration of the project;

e.   coordinate and manage the technical activities of IBM project personnel, and update IBM leadership on project status and issues.

f.   coordinate a regular status meeting with project team members, with a predefined agenda, and publish a project status report summarizing project accomplishments, action items, issues, and planned activities;

g.   work with customer to develop project governance standards;

h.   measure and evaluate progress against the project plan with your Project Manager, develop issue notification and escalation guidelines, and address deviations from the project plan with IBM and customer sponsors;

i.   publish a weekly financial report that includes actual labor and expense charges, forecasted charges, and deviations from project budgets;

j.   review the IBM standard invoice format and billing procedure to be used on the project, with your Project Manager;

k.   manage Project Change Control Procedure with your Project Manager, and;

l.   conduct a project close out meeting and report, that summarizes project activities, issues, timeline, and deliverables, and provides IBM recommendations for post-product support.

Activity 2 - Architecture and Deployment Planning

Under this activity, IBM will review the overall goals of the project, the scope of the upgrade effort, finalize project documentation, identify the overall project layout, and schedule all tasks and activities required for a successful deployment of the MAS 8 application.

   a. Identify Overall Goals
   b. Technical Approach, Process and Planning
   c. Review and Prepare Test Scripts

Activity 3 - Solution Design

Under this activity, IBM will perform services which include the following tasks:

   a. Technical Requirements Review
   b. Maximo Environment LDAP Configuration
   c. Maximo Mobile Review
   d. Data Review Preparation & Planning
          i.   Core Application Data
          ii. Area Specific Data
   e. Update Design Specifications (if applicable)
          i.   Application Design Specification
          ii. Technical Specification (Database, Integration)
   f. Develop / Update Data Migration Plan

        i.   Data Migration Process
- g. Final Draft Documentation Review & Approval
  - i. Technical Design Specification
  - ii. Application Design Specification

Activity 4 - Solution Development

Under this activity, IBM will perform services which include the following tasks:

- a. Multi-Org Configuration (Base Configurations)
- b. Data Migration
  - i. Data Migration Program Development
  - ii. Execution of Mocks
- c. Standard Maximo Configuration
  - i. Screen Modifications
  - ii. Custom Field Creation (Including Necessary Domains)
  - iii. Conditional Expression Creation
  - iv. Communication Template Creation
  - v. Escalation Creation
- d. Maximo Technical Configuration
  - i. Integration Verification
  - ii. GIS Functionality Verification & Integration
  - iii. INFOR flat file update
  - iv. Other Advanced Configuration
- e. KPIs & Queries Verification
- f. Report Verification
- g. Test Script Preparation and Verification
- h. Documentation Updates
  - i. Requirements
  - ii. Design Specifications
- i. Develop Training Schedule
  - i. Develop Training Schedule
  - ii. Training Material Preparation

Activity 5 - MAS Migration Service Resource Unit Setup

Under this activity, IBM will perform services which include the following tasks:

- a. Migrate Client's existing Maximo application to IBM Maximo Application Suite as a Service
- b. Migration will occur in multiple stages, including:

● Initial Set Up – The initial set up includes creation of the target Maximo Application Suite environment, identification of all components to be migrated (database, code, attachments), final documentation of integrations and completion of initial target environment set-up (including configuration of VPN's). This stage is complete when all target environment components are in place so the first test can begin.

● Test I – Test I attempts all steps required to transition a customer to the target environment. Data is exported from the source system, transferred to the target location, and ingested into the target database instance. Integration configurations are completed, and technical remediation is performed to address technology differences between the source and target environments. Client runs tests to validate that all business flows perform as expected. Identified issues are addressed.

● Test II – Test II will be scheduled near the final cut-over date. During Test II, all migration steps are documented, and accurate timings are collected for the final migration. Validations are completed to ensure that all issues identified in Test I have been resolved.

● Go Live – Go Live occurs during the scheduled migration window and consists of completing the final environment and data migrations. Once complete, Client has transitioned to the target Maximo Application Suite production environment.

● Post-Live – Following transition to the target production Maximo Application Suite environment, any non-production environments are populated.

Activity 6 - UAT/User Acceptance Testing

Under this activity, IBM will perform services which include the following tasks:

a. Preparation of MAXIMO in Testing Environment
   i. Environment Refresh
   ii. Migrate Configurations
   iii. Apply new web addresses to the MAS 8 system configuration files
   iv. Apply adjustments to the Integration packages to test connectivity and data flow
   v. Ensure connectivity
   vi. Execute Data Migration
b. User Acceptance Testing Assistance
   i. Core Maximo
   ii. Data Migration
   iii. Integrations
   iv. Unit test functionality currently in use
   v. Confirm reports are running properly
   vi. Maintain Issue Log
   vii. Reports, Link Docs, Saved Queries, & KPI's
c. UAT Issue Close-out & final documentation

Activity 7 - Training

Under this activity, IBM will perform Services which include the following tasks:

a. Refresh MAXIMO in DEV Environment
   i. Data Migration / Go Live DM Dry Run
b. Deliver Training
   i. Highlight differences between Maximo 7.6x and MAS 8
   ii. Demonstrate process improvements available in the new system

Activity 8 - Go Live Support

Under this activity, IBM will perform Services which include the following tasks:

• Work with The City of Corpus Christi personnel to support the rollout of the upgraded Maximo system (MAS 8).

• Perform tasks associated with turning the system over to The City of Corpus Christi resources.

• Provide a technical/functional resource, to assist with post go-live support.

• Monitor Maximo application server logs for errors.

• Monitor Maximo reports to ensure they are running properly.

• Help identify any post-upgrade issues.

• Address system use issues with end users.

a. Conduct Cut-Over Readiness Assessment

    i. Cutover dress rehearsal and documentation
    ii. Conduct Readiness Assessment
  b. Preparation of MAXIMO in PROD
    i. Migrate Configuration to PROD
    ii. Register Reports in PROD
    iii. Execute Data Migration in PROD
  c. Execute Final Cut Over to Production
  d. Post Go-Live (Help Desk) Support

1.4 Your Responsibilities

IBM's performance is dependent upon your fulfillment of your responsibilities at no charge to IBM. Any delay in performance of your responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Project Change Control Procedure.

1.4.1 Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

a. manage your personnel and responsibilities for this project;

b. serve as the interface between IBM and all your departments participating in the project;

c. administer the Project Change Control Procedure with the IBM Project Manager;

d. participate in project status meetings;

e. obtain and provide information, data, and decisions within three business days of IBM's request unless you and IBM agree in writing to a different response time;

f. resolve deviations from the estimated schedule, which may be caused by you;

g. help resolve project issues and escalate issues within your organization, as necessary;

h. review with the IBM Project Manager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix A-1; and

i. create, with IBM's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

1.4.2 Your Other Responsibilities

You will:

a. make appropriate personnel available to assist IBM in the performance of its responsibilities;

b. provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Client's location;

c. 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;

d. provide information and materials IBM requires to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by you or on behalf of you;

e. 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;

f.   ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with

g.   be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;

h.   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;

i.   obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Client also agrees that with respect to data that is transferred or hosted, Client is responsible for ensuring that all such data adheres to the laws and regulations governing such data; and

j.   be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.

1.5   Deliverable Materials

This project is not expected to result in the delivery of any Materials; however, should any Materials be delivered, we will specify what type of Materials they are.

1.6   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.   the Services are terminated in accordance with the provisions of this SOW and the Agreement.

1.7   Estimated Schedule

The Services will be provided between a start date to be determined by both parties and currently estimated to be December 18, 2023 ("Start Date"), and an estimated end date of June 30, 2024 ("End Date"), or on other dates mutually agreed to between you and IBM.

1.8   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	Retail	Rate per Hour	Total
Project Manager	200	$340.00	$270.00	$54,000.00
Functional SA	500	$395.00	$285.00	$142,500.00
Technical TL1	500	$395.00	$285.00	$142,500.00
Functional FL	500	$395.00	$285.00	$142,500.00
Hypercare SA	40	$395.00	$285.00	$11,400.00
IBM SRE	200	$345.00	$247.50	$49,500.00
			Total Estimated Services Charges:	$542,400.00
			Total Estimated T&L Charges:	$0.00
			Total Estimated Charges:	**$542,400.00**

The estimated professional services charges for this SOW are **$542,400.00** 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 without a PCR as described in Appendix A-1: Project Change Control Procedure, as long as the Total Estimated Services Charges are not exceeded.

1.9   Data Copying and Storage

City of Corpus Christi data will not be stored or copied to any system outside of the City of Corpus Christi's network without prior approval from the City of Corpus Christi's designated Project Manager.

1.10   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.

1.11   Expiration Data

IBM agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below on or before December 20, 2023.

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 is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW will govern.

Agreed to:

City of Corpus Christi

By:

_____
Authorized signature

Title:_____

Name (type or print):_____

Date:_____

APPROVED AS TO LEGAL FORM

_____
Asst City Attorney   Date

Agreed to:

International Business Machines Corporation

By: DocuSigned by:

Robert N. Cherrington

ABC69C806DB3467...   Authorized signature

Title:_Sustainability Brand Sales Rep_____

Name (type or print):_Robert N. Cherrington___

Date:_1/16/2024_____

Agreement name: Texas Department of Information Resources

Agreement number/date: DIR-TSO-3996

Statement of Work number: 500039901.0

IBM E-mail address: David.Jensen@ibm.com

Appendix A: Project Procedures

A - 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.

A - 2: Deliverable Acceptance Procedure

a.   Within five (5) business days of receipt, Client Project Manager will either accept a deliverable or provide IBM with a list of requested revisions; otherwise the deliverable will be deemed accepted.

b.   The revisions recommended by Client and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.

c.   The revisions recommended by Client and not agreed to by IBM will be managed through the Project Change Control Procedure.

A - 3: Escalation Procedure

Client and IBM will meet to resolve issues relating to the Services.

a.   If an issue is not resolved within three (3) business days, Client's executive sponsor will meet with IBM's Delivery Manager to resolve the issue.

b.   If the conflict is resolved, the resolution will be addressed through the Project Change Control Procedure.

c.   While a conflict is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoices per this SOW.

Appendix B: Sample Project Change Request

PROJECT CHANGE REQUEST (PCR)		
PCR Date:	Requested by:	PCR Number:
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 {insert mm/dd/yyyy}, 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: {insert language regarding the changes to the SOW here}		
{insert language regarding the impact of the changes here… sample text is below} **If extending the date:** The new estimated End Date is {End Date}. **If adding hours:** The additional estimated services hours for this PCR are {Number of hours}, at ${Hourly rate} per hour, for additional estimated professional services charges of ${Fee total}. **If adding Fixed Fee Services:** The additional fixed fee for performing the Services defined in this PCR is ${Fee total}. **If adding T&L:** The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are ${Expenses}.		
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.		
Agreed to:		Agreed to:
{Client Legal Name}		International Business Machines Corporation
By (Authorized Signature): **DRAFT – NOT FOR SIGNATURE**		By (Authorized Signature): **DRAFT – NOT FOR SIGNATURE**
Title:		Title:
Name (type or print):		Name (type or print):
Date:		Date:
PCR Estimated Start Date (remove if not applicable):		Statement of Work Name:
PCR Estimated End Date (remove if not applicable):		Statement of Work Number:
		IBM Fax Number: IBM Internet ID: