

**AMENDMENT III TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PCMG, Inc. dba PCM Gov, Inc.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 19th day of June, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PCMG, Inc. dba PCM Gov, Inc., hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for managed hosting services for the County's property tax system on February 24, 2015 ("Agreement") ; and

WHEREAS, pursuant to the terms of the Agreement, the County has the option to exercise two one-year extensions, extending the term of the Agreement to June 30, 2020;

WHEREAS, the parties entered into an Amendment I, increasing the storage utilization of the servers hosted by the Contractor at no additional charge, as allowable in the agreement; and

WHEREAS, the parties entered into an Amendment II to further increase storage to specific partitions; and

WHEREAS, the parties wish to enter into this Amendment III to the Agreement to document the County's exercise of its two (2) optional one (1) year extensions, extending the contract through June 30, 2020, and to upgrade the operating systems and application servers.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. The final sentence of Section 3, "Payment", of the Agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed One Million One Hundred Two Thousand Four Hundred Eighty Five Dollars (\$1,102,484.32).

2. The description of Services described in Exhibit A, and the list of payments described in Exhibit B, both as modified by Amendments I and II, are hereby amended to include the services, payments, and modifications described in Exhibit C attached hereto.
3. **All other terms and conditions of the Agreement dated February 24, 2015, Amendment I dated November 5, 2015, and Amendment II dated September 1, 2017 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: [PCMG, Inc.]

  
Contractor Signature

6/6/2018  
Date

Sharon O. Ennis  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Exhibit C

### **Service Extension and Operating System Upgrade**

In addition to the service provided in the contract, including Exhibit A, Exhibit B, Amendment I, Amendment II, and as modified by this Amendment III as listed below under "Changes to On-Going Services", the Contractor will perform an upgrade of the hosted iSeries servers from the IBM i Operating System Version 7 Release 1 to IBM i Operating System Version 7 Release 3, and an upgrade of the WebSphere application server from Version 7.0 to Version 8.5, as outlined in the Scope of Work section of this Exhibit. The Contractor will also continue to provide managed hosting services as described in the contract, including Exhibit A, Exhibit B, Amendment I, and Amendment II through 6/30/2020. In consideration of these services, and subject to the terms of the Agreement and Amendments to the Agreement, County shall pay contractor based on the following fee schedule and terms:

<b>MONTHLY RECURRING CHARGE (MRC)</b> For the period of 7/1/2018 through 6/30/2020. Contractor assumes managed responsibilities of this agreement on this date provided system is in the Contractor facility.	\$12,334.56
<b>NON RECURRING CHARGE (NRC)</b> One Time Operating System Upgrade Fee. Due upon completion of the server operating system upgrade from V7R1 to V7R3, as accepted by the County. This NRC will be billed based on time and materials in an amount not to exceed the amount shown to the right.	\$11,200.00
<b>NON RECURRING CHARGE (NRC)</b> One Time WebSphere Application Server Upgrade Fee. Due upon completion of the application server upgrade from V7 to V8.5, as accepted by the County. This NRC will be billed based on time and materials in an amount not to exceed the amount shown to the right.	\$23,400.00

### **Contract Recap**

Original Contract Amount	\$ 758,256.00
Amendment II (increase performance) Additions	13,598.88
Amendment III (extend service) <b>MRC Total</b> (12,334.56 * 24 months)	296,029.44
Amendment III (upgrade operating system) <b>NRC</b>	11,200.00
Amendment III (upgrade application server) <b>NRC</b>	23,400.00
<b>Total</b>	<b>\$ 1,102,484.32</b>

### **NRC Scope of Work**

The following sections define the scope of this work effort. Only the items detailed here will be considered IN SCOPE in relation to the operating system upgrade from V7R1 to V7R3 and the application server upgrade from V7 to V8.5. Any other tasks, activities, services, or work products which may be requested by County of San Mateo throughout this engagement will be considered OUT OF SCOPE and may require additional costs or fees, changes of project schedule, or a project change order.



## 1.1 Responsibilities

PCM has identified the following responsibilities which will be performed as a part of this engagement:

PCM will provide a Project Manager who will:

- Schedule and conduct the project kick off meeting(s).
- Serve as primary project contact and escalation point
- Own responsibility for scheduling of PCM project resources
- Provide periodic (typically weekly) project status reports
- Ensure valid licenses are obtained for all software used in performance of the services
- Ensure all required hardware and software are available at the installation site prior to start of services
- Ensure all required levels of host software and firmware necessary to support the product will be installed prior to start of services
- Assumes responsibility for system diagnosis and problem resolution for any hardware or software problems, or vendor compatibility issues, which are not specifically defined as PCM or IBM responsibilities in the this agreement

PCM will provide a Senior Technical Consultant & Installation Engineer who will:

- Attend project kick off meeting
- Report on the existing configuration and highlight recommendations and concerns
- Perform the deliverables listed in this document in relation to the operating system upgrade

PCM will provide a Senior IBM Technical Consultant & Installation Engineer who will:

- Attend project kick off meeting
- Report on the existing configuration and highlight recommendations and concerns
- Perform the deliverables listed in this document in relation to the application server upgrade

Customer will provide a Project Manager who will:

- Ensure that all PCM resources have proper and timely access to key systems and personnel
- Attend project kick off meetings and ensure that key company personnel also attend this and other important status meeting events
- Ensure that all PCM and IBM resources have proper and timely access to key systems and personnel

### Additional Roles and Responsibilities

- County of San Mateo is responsible to provide PCM complete and accurate documentation of County of San Mateo systems and policies as requested throughout the engagement, so long as such requests comply with County of San Mateo stated security policies.

- PCM will be responsible for the County of San Mateo's LPAR's and is fully responsible to maintain any and all needed backups of company information, data, and system states throughout the entire engagement. PCM will make every effort to avoid the possibility of data loss, but PCM is not responsible for any data loss that may occur during this engagement.
- PCM is responsible for all IBM Licensed Program Product (LPP) license keys and third party application notification and preparation.
- County of San Mateo is responsible for third party application notification and preparation.
- PCM is responsible to make any requests for information or systems access in a reasonably timely fashion, so as not to cause project delays or missed deadlines.
- PCM is responsible to make any requests for information or systems access in a way that complies with stated County of San Mateo security policies.
- PCM is responsible to provide a project timeline (upon request) and reasonable justification for any missed deadlines or project delays.
- PCM is responsible to provide responses to any reasonable inquiries regarding project status and progress (upon request) throughout the engagement.
- PCM, with assistance from IBM, is responsible to perform the activities and provide the deliverables herein.

## 1.2 Deliverables

The following items will be delivered to County of San Mateo and shall constitute the work product of this operating system upgrade portion of this amendment.

- Weekly status updates/calls to include the progress of all major project components, concerns, tasks completed and tasks forthcoming.
- PCM will install all required 7.1 pre-requisite PTF's on the SMC Systems
- IBM Release update from V7R1 to V7R3 of the Licensed Internal Code, Licensed Program Products and V7R3 of the Operating System on Training, Development, DR and Production systems.
- System information printouts before install.
- Updated Cumulative PTF package including HIPER's and applicable group PTF's as SAVSYS upon completion
- Confirm connectivity and system integrity is regained upon startup of QINTER and applicable subsystems.

The following items will be delivered to County of San Mateo and shall constitute the work product of this application server upgrade portion of this amendment.

- Weekly status updates/calls to include the progress of all major project components, concerns, tasks completed and tasks forthcoming.
- Perform System saves prior to upgrade
- Provide WebSphere Application Server cell migration project planning assistance for up to 2 IBM I partitions
- Prepare up to 2 IBM i partitions for WebSphere V8.5 Network Deployment
- Migrate WebSphere cells from V7.0 to V8.5 for up to 2 IBM i partitions
- Migrate HTTP servers to support WebSphere V8.5 for up to 2 IBM i partitions
- Provide skills transfer as requested
- Provide document of steps taken to perform the migration



### 1.3 Assumptions

PCM has identified the following assumptions which are relevant to the scope of this work effort:

- It is assumed that all analysis work related to this engagement will be performed during normal business hours (Monday through Friday 8 a.m. – 6 p.m. customer local time). Generally, release updates are performed during non-work hours to minimize the outage for business functions.
- All documentation will be provided in Microsoft Word™, Microsoft Excel™, Microsoft Visio™, or Adobe PDF™ electronic file formats at PCM's discretion or in any format otherwise agreed by PCM and County of San Mateo.
- The system is under a current SWMA agreement with IBM and Hardware Support with IBM or a third party.
- Remote access to the system/LPAR is provided for use by PCM or IBM.
- An \*ALLOBJ special authority user profile is available to PCM or IBM for analysis.
- V7R3 software order has been placed for all systems with IBM by PCM Client Access installations are the responsibility Customer.
- License Keys for appropriate IBM products and third party applications are available (PCM responsible)
- Full System Save before initial upgrade by PCM (agreed upon schedule with the county)
- Users will be notified of outages by County of San Mateo
- Media (tapes) will be available for System saves (PCM responsible)
- Adequate staff available to work with PCM during testing period after release update completed and before users sign on
- All application testing and documenting issues to be County of San Mateo responsibility
- IBM Employees are not required to provide personal information, including Social Security numbers, to client. IBM can conduct a background check if required, however, this must be agreed in advance and specifically included within this Agreement.
- IBM does not wish to receive any information considered confidential to you or any third party and IBM undertakes no obligation of confidence with respect to any information received. Likewise, you will not provide IBM with any data regulated by law. Your materials are subject to system security functions and will be removed by you from the system at the conclusion of the Services and Testing. If, during the course of this agreement, IBM elects to provide you with products or information which IBM considers confidential, it will be under the terms of a separate confidentiality agreement.

Failure to realize above assumptions may result in a delay of project and additional costs being assessed.

### 1.4 Scope Exclusions

PCM has identified the following items which will be specifically excluded from the scope of this engagement:

- PCM is not responsible to reset any clocks on any devices throughout the network or the customer environment.

- PCM will not provide any training beyond basic knowledge transfer for any of the equipment installed. It is the customer's responsibility to provide necessary training to network administrators and IT staff.
- PCM is not responsible for third party program software keys or compatibility issues with OS V7R3, but will assist the County in resolving as needed.
- PCM is not responsible for third party program software keys or compatibility issues with WebSphere Application Server V8.5

## 1.5 Schedule

### Estimated Project Start Date

The start date for this project has not been determined. PCM will work with County of San Mateo to determine a project start date that will be within 3 months of the execution of this contract. The date will be based on mutual availability of resources and scheduling constraints.

### Estimated Project Duration

This engagement is expected to be completed approximately four calendar weeks from the project start date.

### Estimated Project Completion Date

The completion date for this project has not been determined. PCM will work with County of San Mateo to determine a project completion date based on the customer's requirements and mutual availability of resources.

## Changes to On-Going Services

Beginning July 1, 2018, the IBM i Server LPARs listed below and their associated licenses, monitoring and management services, backup services, and network availability will no longer be included as part of the agreement, reducing the County's monthly on-going cost from \$20,307.24 to \$12,334.56.

Server Description	Server Location
IBM i Server LPAR #2 (SMCTEST)	Roswell, GA
IBM i Server LPAR #4 (SMCTWEB2)	Roswell, GA
IBM i Server LPAR #8 (SMCTWEB2)	Albany, OH

PCM will work with the County to ensure the elimination of these LPARs will not disrupt normal operations.