14

SINGLE SOURCE AWARD **BID # SS-12557-22**

Subject: IBM Maximo Managed Support Services

Department: Information Technologies Division

Description of Purchase:
Recommend approval to increase the award by $33,000.00 with IHCS, Inc. D/B/A Maven Asset Management, Inc. for additional customer tickets, types of service tickets per month, and to complete all the three phases of the project for IBM Maximo Management Support Services. Period of service will remain the same until May 31, 2023. The revised total award expenditure not to exceed $149,400.00.

Funding Source: 53101.113001.534100.000000.00000000.00000.0000000, to be executed by formal contract amendment no. 1 (City Contract No. 641982-22) through Office of General Counsel and process by purchase order(s).

Single Source Award To: IHCS, Inc. D/B/A Maven Asset Management, Inc.

Price Justification: See Attached

Total Award: $149,400.00 **Requisition #** FAIT-500243-23

Attachments: Agency Memo, **Contract,** Previous Award

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: January 19, 2023

TO: Dustin L. Freeman, Chief of Procurement

THRU: Kenneth E. Lathrop, Chief of Information Technologies/CIO

Kenneth E. Lathrop Digitally signed by Kenneth E. Lathrop Date: 2023.01.23 15:47:48 -05'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

Thomas Ossi Digitally signed by Thomas Ossi Date: 2023.01.19 17:02:52 -05'00'

RE: **SS-12557-22 - IBM Maximo Managed Support Services - First Amendment**

The Information Technologies Division (ITD) is requesting to amend and increase the award with IHCS, Inc. D/B/A Maven Asset Management, Inc. The contract effective date will remain June 1, 2022, through May 31, 2023. SS-12557-22 was awarded on May 12, 2022, in the not to exceed amount of $116,400.00 for the purchase of IBM Maximo Managed Support Services for the current and future versions of IBM Maximo products.

The required changes are based upon additional customer tickets, types of service tickets per month beyond project scope, and to complete all three phases of the project. This request is to increase the award in the amount of $33,000.00. The total not to exceed amount will be $149,400.00.

Upon award approval, we will request a contract amendment through the Office of General Counsel.

FUNDING SOURCE: 53101.113001.534100.000000.00000000.00000.0000000

Tracy Geake Digitally signed by Tracy Geake Date: 2023.01.23 14:29:11 -05'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: GGAC Award # SS-12557-22
Contract #641982-22
Purchase Order #641982-22
Maven Support Services Gap Remediation Project

CC: Paul Freeman, Enterprise Applications Manager
Mamta Gupta, Applications Development Project Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

SINGLE SOURCE CONTRACT

THIS SINGLE SOURCE CONTRACT (the "Contract") is made and entered into as of this 17 day of August, 2022, effective as of June 1, 2022 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("City"), and IHCS, Inc., d/b/a Maven Asset Management (the "Contractor"), a Florida corporation, for IBM Maximo Managed Support Services.

W I T N E S S E T H:

WHEREAS, City desires to engage Contractor to provide IBM Maximo Managed Support Services, as described in Contractor's proposal dated March 18, 2022, attached to this Contract as **Exhibit A** (the "Services"); and

WHEREAS, Contractor is willing and able to accept such engagement and provide the Services in accordance with the terms and conditions contained in this Contract; and

WHEREAS, pursuant to Section 126.206, *Ordinance* Code, notice of the Single Source Request was posted for no fewer than seven calendar days on the Procurement Division's website; and

WHEREAS, it has been determined by the Procurement Division that there is not another potential source which can efficiently and effectively perform the Services; and

WHEREAS, City's General Governmental Awards Committee and Mayor approved a Single Source Award for the procurement of the Services on May 13, 2022; and

WHEREAS, by legislative fiat, there are certain contractual provisions that must be contained in any procurement contract of the City and additional revisions to the Master Services Agreement incorporated by reference in Contractor's proposal that the City and Contractor wish to make through this Addendum; and

WHEREAS, this Addendum should be executed by the parties to ensure that all lawful provisions are contained therein; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. Performance of Services. City hereby retains the services of Contractor to perform the Services, and Contractor agrees to perform the Services in accordance with the Scope of Work, attached hereto as **Exhibit A**, and in accordance with the General Terms and Conditions, attached hereto as **Exhibit B**.

2. **Term of the Contract**. This Contract shall commence on the Effective Date and shall continue for a period of one (1) year (the "Term") unless sooner terminated in accordance with the terms of this Contract.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED 00/100 DOLLARS ($116,400.00)**.

4. **Responsibilities of Contractor**. Contractor shall perform the Services in accordance with the Schedule provided in **Exhibit A**. Contractor's failure to meet the dates provided for in this Schedule shall constitute a material breach of this Contract.

5. **Compensation**. Contractor shall be paid for the Services the fees detailed in **Exhibit A**. Payment shall be made in accordance with the terms and conditions set forth in **Exhibit B**.

6. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- this document, as modified by any subsequent signed amendments
- the Contractor Indemnification and Insurance Requirements attached to this Contract as **Exhibit C**
- the General Terms and Conditions attached to this Contract as **Exhibit B**
- the Statement of Work attached to this Contract as **Exhibit A**
- any Purchase Order under this Contract

7. **Amendment to Master Service Agreement**. The Master Service Agreement is hereby amended as follows:

a. Article 4 of the Master Services Agreement is deleted in its entirety. Fees and invoicing shall be governed by the General Terms and Conditions attached hereto as Exhibit B.

b. Article 6 of the Master Services Agreement is deleted in its entirety. Indemnification and Insurance shall be governed by the Contractor Indemnification and Insurance Requirements attached hereto as Exhibit C.

c. The provisions of Article 7 of the Master Services Agreement shall be subject to the requirements of Florida's public records law.

d. Section 7.2 of the Master Services Agreement is amended as follows:

"7.2 Confidential Information. For purposes of this Agreement, "Confidential Information" means any competitively sensitive or secret business, marketing, or technical information and other confidential information belonging to either party

or its suppliers, including, but not limited to, the party's and its suppliers' software, that is identified as confidential at the time it is provided to the recipient. ~~and the terms of this Agreement.~~ Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by the recipient at the time of its initial disclosure; (b) rightfully disclosed to the recipient without obligation of confidentiality by a third party; (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person; or (d) independently developed by the recipient.

e. Section 10.7 of the Master Services Agreement is deleted in its entirety.

f. Section 10.8 of the Master Services Agreement is deleted in its entirety. Governing law and venue shall be governed by the General Terms and Conditions attached hereto as Exhibit B.

8. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Thomas Ossi, Technology Contract & Records Manager, Finance & Administration/Information Technologies Division, 214 N. Hogan Street, 9th Floor, Jacksonville, FL 32202

As to the Contractor:

Maven Asset Management. 104B Myrtle Ridge Road, Lutz, FL 33549
Attn: Jennifer Gatza

9. Contract Managers. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Mamta Gupta and the Contractor's Project Manager is April Surles. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

10. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by

including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

11. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

12. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures shall constitute and be evidence of an executed Agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

Kortney Council
Signature

Kortney Council
Type/Print Name

Director of Operations
Title

By _____
Signature

Jennifer L. Gatza
Type/Print Name

CEO
Title

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No: 2019-02

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
City Contract Number: 641982-22

Form approved:

_____
Office of General Counsel

GC-#1475554-v1-Single_Source_Contract.docx

Exhibit A

Contractor's Proposal

SINGLE SOURCE AWARD **BID # SS-12557-22**

Subject: IBM Maximo Managed Support Services

Department: Information Technologies Division

Description of Purchase:

Recommend approval of Single Source Award to IHCS, Inc. D/B/A Maven Asset Management, Inc. for the purchase of IBM Maximo Management Support Services for the current and future version of IBM Maximo products. IBM Maximo is the City's Enterprise Asset Management System and provides critical integration with other systems such as MyJax, Fleet Management billing, 1Cloud ERP, EJ Ward, and Oracle HRMS System. Period of service will be for one (1) year from date of award. Total requested expenditure not to exceed $116,400.00.

Funding Source: 53101.113001.534100.000000.00000000.00000.0000000, to be executed by contract through Office of General Counsel and processed by purchase order release(s).

Single Source Award To: IHCS, Inc. D/B/A Maven Asset Management, Inc.

Price Justification: See Attached

Total Award: $116,400.00 **Requisition #** FAIT-501625-22

Attachments: Agency Memo, Single Source Form; Vendor Letter, Vendor Quote

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

for **ANALYST: Ruben Ola**

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eibner
CHAIRMAN

5/12/2022
DATE

ACTION OF AWARDING AUTHORITY

DATE: 5-13-2022

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor L[illegible]
Under Author[illegible]
Executive Order No. 2019-02

FORM GB-114, Revised 12/2007