



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/05/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

CGI Technologies and Solutions, Inc.

***Project Title/Description:**

Proprietary Software Maintenance for ERP System

***Purpose:**

Amendment: Master Agreement No. MA-PO-12-374, Amendment No. 11. The table in Section 2 Maintenance Fees is replaced in its entirety with a revised fee schedule table; Subpart O of Section 2 Maintenance is replaced in its entirety to address the end of Tier 2 support after 03/31/2025; Subpart A of Section 3 Payment Terms is revised to maintain Tier 2 support through 03/31/2025; and the contract not-to-exceed amount is increased in the amount of \$362,935.58 for a cumulative not-to-exceed contract amount of \$13,632,041.16. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 01/12/2010, the Board of Supervisors approved an award of contract for a term effective 02/24/2010 to 02/23/2020 in the award amount of \$6,569,537.00.

On 07/21/2010, the Procurement Director approved Amendment No. 01, which increased the not-to-exceed contract amount by \$114,220.00 for a revised not-to-exceed contract amount of \$6,683,757.00, for additional Pervasive Data Integrator licenses.

On 06/30/2011, the Procurement Director approved Amendment No. 02, which increased the not-to-exceed contract amount by \$350,837.00 for a revised not-to-exceed contract amount of \$7,034,594.00, for maintenance on additional COBOL, Versala, and IBM Maximo licenses and for the removal of maintenance on certain other IBM Maximo licenses.

On 07/10/2012, the Board of Supervisors approved Amendment No. 03, which decreased the not-to-exceed contract amount by \$867,728.00 for a revised not-to-exceed contract amount of \$6,166,866.00, for decreased maintenance due to the removal of the Human Resource Management System software modules.

On 02/05/2013, the Procurement Director approved Amendment No. 04, which increased the not-to-exceed contract amount by \$95,495.00 for a revised not-to-exceed contract amount of \$6,262,361.00, for maintenance on the increased quantity of IBM Maximo licenses.

On 10/10/2014, the Board of Supervisors approved Amendment No. 05, which increased the not-to-exceed contract amount by \$433,792.50 for a revised not-to-exceed contract amount of \$6,696,153.50, for maintenance on an increase in the quantity of licensed software and the replacement of bundled software.

On 08/15/2016, the Board of Supervisors approved Amendment No. 06, which increased the not-to-exceed contract amount by \$121,890.80 for a revised not-to-exceed contract amount of \$6,818,044.30, for additional maintenance for years seven through ten.

On 07/19/2018, the Board of Supervisors approved Amendment No. 07, which increased the not-to-exceed contract amount by \$468,541.20 for a revised not-to-exceed contract amount of \$7,286,585.50, for additional maintenance for years nine and ten due to the acquisition and upgrading of licensed software and bundled software products.

On 02/04/2020, the Board of Supervisors approved Amendment No. 08, which extended the termination date to 03/31/2030 and increased the not-to-exceed contract amount by \$10,164,827.85 for a revised not-to-exceed contract amount of \$17,451,413.35.

On 02/03/2021, the Procurement Director approved Amendment No. 09, which replaced the language in Subpart O of Section 2 Maintenance in its entirety regarding termination due to award of new ERP version; Section 3 Payment Parts was revised in part regarding fees due to termination or upgrade; and Subpart A of Section 8 General was updated with new notification contact information.

To: COB 06-17-22⁽¹⁾

PGS: 8

Vers: 25

On 04/01/2021, the Procurement Director approved Amendment No. 10, which replaced the table in Section 2 Maintenance Fees in its entirety with a revised fee schedule table; replaced Section 2 Bundled Software Products Maintenance Breakout in its entirety with a revised cost breakout table; revised Section 3 Software to cancel additional services; and decreased the not-to-exceed contract amount by \$4,182,307.77 for a revised not-to-exceed contract amount of \$13,269,105.58.

PRCUID: 31202

Attachment: Contract Amendment No. 11.

***Program Goals/Predicted Outcomes:**

Maintain maintenance agreement for integrated ERP systems to include financial, budgeting, work order & inventory management, and learning management.

***Public Benefit:**

Enhanced functionality and system integration that improves the County's ability to provide transparent and accurate financial information.

***Metrics Available to Measure Performance:**

More efficient internal processes and increased system reliability.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

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? ☒ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PQ Contract Number (i.e., 15-123): 12-374
 Amendment No.: 11 AMS Version No.: 25
 Commencement Date: 07/05/2022 New Termination Date: N/A
 Prior Contract No. (Synergen/CMS): N/A

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 362,935.58

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☒ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Troy McMaster

Digitally signed by Troy McMaster
Date: 2022.06.14 16:24:50 -07'00'

Division Manager: Ana Wilber

Digitally signed by Ana Wilber
Date: 2022.06.14 16:30:10 -07'00'

Department: Procurement Terri Spencer

Digitally signed by Terri Spencer
Date: 2022.06.14 16:37:49 -07'00'

Telephone: 520.724.8728

Department Director Signature: _____

Date: 6/16/2022

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 6/17/2022

Pima County Department of Information Technology**Project:** Proprietary Software Maintenance for Enterprise Resource Planning (ERP) System**Contractor:** CGI Technologies and Solutions Inc.
11325 Random Hills Road
Fairfax, VA 22030**Contract No.:** MA-PO-12-374 (*Formerly Contract No.: 11-14-C-142784-0210*)**Contract Amendment No.:** 11

Orig. Contract Term:	02/24/2010 – 02/23/2015	Orig. Amount:	\$ 6,659,537.00
Termination Date Prior Amendment:	03/31/2030	Prior Amendments Amount:	\$ 6,699,568.58
Termination Date This Amendment:	03/31/2030	This Amendment Amount:	\$ 362,935.58
		Revised Total Amount:	\$ 13,632,041.16

CONTRACT AMENDMENT

This Amendment No. 11 ("Amendment") to the Proprietary Software Maintenance Agreement dated February 24, 2010 as amended ("Agreement") by and between CGI Technologies and Solutions Inc. ("CGI") and Pima County, Arizona ("County" or "Client") is made effective as of November 12, 2021 ("Effective Date").

WHEREAS, Client and CGI entered into the Agreement for software maintenance services as referenced above; and

WHEREAS, Client needs to maintain the Agreement to remain coterminous with the CGI Technologies and Solutions, Inc. Proprietary Software License Agreement and the Maintenance Period while Client is in an ERP system selection process; and

WHEREAS, Client will remain on its current licensed version of CGI Advantage® Software (version 3.10) and CGI will provide CGI Support Services for that version; and

NOW, THEREFORE, it is agreed as follows:

1. Governing Document

This Amendment is authorized pursuant to the Contract as previously amended. Except as modified here, the terms and conditions of the Contract remain in full force and effect.

2. Revisions to Section 2. Maintenance

Section 2 Maintenance, Subpart O. (added in Amendment No. 9) of the Agreement is hereby replaced in its entirety with the below language:

- O. Client will remain on its current licensed version of CGI Advantage® Software (version 3.10) and CGI shall continue to provide CGI Support Service – Tier 2 and following the published CGI Support Policies and will include tax and regulatory updates through March 31, 2025. The potential go live date for the new ERP system will be no later than March 31, 2025. If Client remains on version 3.10 as of April 1, 2025, Client will move from Tier 2 support to Tier 3 support. If Client's new ERP system is provided by another contractor, Client shall terminate this Agreement as required by Section 6, Termination and in accordance with revised Section 3, Payment Terms.

3. Revisions to Section 2. Maintenance Fees.

The table in Amendment No. 10, Section 2 (Maintenance Fees) is deleted and replaced in its entirety with the following table:

	CGI Advantage Maintenance	Bundled Software Products Maintenance	Total Standard Maintenance
April 1, 2020 – March 31, 2021	\$ 234,973.16	\$ 571,102.36	\$ 806,075.52
April 1, 2021 – March 31, 2022	\$ 242,022.36	\$ 213,980.27	\$ 456,002.63
April 1, 2022 – March 31, 2023	\$ 311,603.79	\$ 275,499.59	\$ 587,103.38
April 1, 2023 – March 31, 2024	\$ 320,951.90	\$ 283,764.59	\$ 604,716.49
April 1, 2024 – March 31, 2025	\$ 330,580.46	\$ 292,277.54	\$ 622,858.00
April 1, 2025 – March 31, 2026	\$ 272,398.30	\$ 240,836.68	\$ 513,234.98
April 1, 2026 – March 31, 2027	\$ 280,570.25	\$ 248,061.77	\$ 528,632.02
April 1, 2027 – March 31, 2028	\$ 288,987.35	\$ 255,503.64	\$ 544,490.99
April 1, 2028 – March 31, 2029	\$ 297,656.97	\$ 263,168.74	\$ 560,825.71
April 1, 2029 – March 31, 2030	\$ 306,586.68	\$ 271,063.80	\$ 577,650.48
Subtotal:	\$ 2,886,331.22	\$ 2,915,258.98	\$ 5,801,590.20
10% Sales Tax			\$ 580,159.02
Grand Total:			\$ 6,381,749.22

4. Revisions to Section 3. Payment Terms

Section 3. Payment Terms. The last sentence of Subpart A in Amendment No. 9 is revised as follows:

CGI will not be obligated to provide maintenance services in any Maintenance Period (excluding the initial Maintenance Period for CGI Advantage) unless the maintenance fees for the Maintenance Period have been paid in full.

If by March 1, 2025, Client has not notified CGI in writing of its intent to upgrade its current licensed version of CGI Advantage Software (version 3.10) to CGI Advantage version 4, Client will be billed for the April 1, 2025 – March 31, 2026 Maintenance Fee in full and payment shall be made in accordance with this Section 3.

If by April 1, 2025, Client has notified CGI in writing of its intent to upgrade to CGI Advantage version 4, CGI will bill the Client in full for the April 1, 2025 – March 31, 2026 Maintenance Fee; however, a portion of such payment will be applied towards the Client's CGI Advantage 4 upgrade as mutually agreed to by the parties at such time.

Upon approval of this agreement, CGI will issue the invoice for the 2022-2023 period, which will be \$117,420.68, This is the difference from this agreement (\$587,103.38) and the amount Pima County already paid (\$469,682.70) for this period of maintenance. This invoice will be submitted with the invoice for professional services Contract Amendment 04 of Contract No.: MA-PO-19-023.

(SIGNATURE PAGE TO FOLLOW)

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

PIMA COUNTY

CGI TECHNOLOGIES AND SOLUTIONS INC

Chair, Board of Supervisors



Authorized Officer Signature

Date

Joanna Robinson, Senior Vice-President
Printed Name and Title

June 13, 2022
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Lesley Lukach

Print DCA Name

June 17, 2022
Date



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1200000000000000374

MA Version: 25

Page: 1 of 2

Description: Proprietary Software Maintenance for ERP System

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date:	07-05-2022
	150 W. Congress St. 5th Fl		Expiration Date:	03-31-2030
	Tucson AZ 85701			
	Issued By: TROY MCMASTER			
	Phone: 5207248728			
	Email: troy.mcmaster@pima.gov			
			<div><div>NTE Amount: \$13,632,041.16</div><div>Used Amount: \$7,991,017.23</div></div>	

V E N D O R	CGI TECHNOLOGIES & SOLUTIONS INC	Contact:	WENDY RUEHLMANN
	ATTN: KIM HOLCOMB 11325 RANDOM HILLS ROAD	Phone:	703-267-8000
	FAIRFAX VA 22030	Email:	susan.capstack@cgi.com
		Terms:	0.00 %
		Days:	30

Shipping Method:

Delivery Type:

FOB:

Modification Reason

In this Amendment No. 11 the table in Section 2 Maintenance Fees is replaced in its entirety with a revised fee schedule table; Supart O of Section 2 Maintenance is replaced in its entirety to address the end of Tier 2 support after March 31, 2025; Supart A of Amendment No. 09 is revised to maintain Tier 2 support through March 31, 2025; and the contract not-to-exceed amount is increased in the amount of \$362,935.58 for a cumulative not-to-exceed contract amount of \$13,632,041.16.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 12000000000000000374

MA Version: 25

Page: 2 of 2

Line	Description					
1	Free Form Line Item					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00	29588		
14	Total Standard Maintenance 04/01/22-03/31/23					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$587,103.38	29588		
15	Total Standard Maintenance 04/01/23-03/31/24					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$604,716.49	29588		
16	Total Standard Maintenance 04/01/24-03/31/25					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$622,858.00	29588		
17	Total Standard Maintenance 04/01/25-03/31/26					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$513,234.98	29588		
18	Total Standard Maintenance 04/01/26-03/31/27					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$528,632.02	29588		
19	Total Standard Maintenance 04/01/27-03/31/28					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$544,490.99	29588		
20	Total Standard Maintenance 04/01/28-03/31/29					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$560,825.71	29588		
21	Total Standard Maintenance 04/01/29-03/31/30					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$577,650.48	29588		