

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 10/18/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): CDW Government LLC (Vernon Hills, IL)

Project Title/Description:

Software Value Added Reseller Services (SVAR)

Purpose:

Award of Contract: Master Agreement No. MA-PO-17-071. Contract is for an initial term of one (1) year in the annual not-to-exceed amount of \$7,700,000.00 and includes four (4) one-year renewal options. Administering Department: Information Technology.

Procurement Method:

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the Procurement Director authorized Requisition No. 17-055 to utilize the National Association of State Procurement Officials and State of Arizona Master Agreement No. ADSPO16-130652 which includes Participating Addendum under Contract No. ADSPO17-149774 which were awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

This new cooperative agreement will consolidate the County's SVAR purchases by replacing four (4) existing contracts: MA-PO-12-073 (SHI \$2,900,000.00); MA-PO-B508339-BC (Esri \$200,000.00); MA-PO-13-221 (VMware \$1,400,000.00); MA-PO-14-511 (Microsoft \$2,500,000.00). The award includes sufficient funding for sales tax estimated at \$700,000.00.

Attachment: Master Agreement.

Program Goals/Predicted Outcomes:

To fulfill the software needs of Pima County.

Public Benefit:

To maximize use of public funds by leveraging volume discounts through cooperative purchase of software products and related services.

Metrics Available to Measure Performance:

To ensure optimal performance, contractor will be required to provide timely and complete deliveries, products without defect, and accurate invoicing.

Retroactive:

No.

Procure Dept 10/11/16 10:08:26

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-071
Effective Date: 10/18/2016 Termination Date: 10/17/2017 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ 7,700,000.00 Revenue Amount: \$ _____
Funding Source(s): General Fund

Cost to Pima County General Fund: \$7,700,000.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

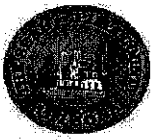
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Julie K McWilliams, Commodity Contracts Office Julie K McWilliams 9/30/16 9/30/16
Department: Procurement M. [Signature] 10/4/16 Telephone: 724-3718
Department Director Signature/Date: _____ October 4, 2016
Deputy County Administrator Signature/Date: _____ 10-6-16
County Administrator Signature/Date: _____ C. [Signature] 10/7/16
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1700000000000000071

MA Version: 1

Page: 1

Description: Software Value Added Reseller Services (SVAR) Coop 232781

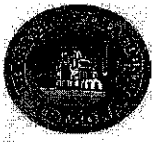
I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: JULIE MCWILLIAMS Phone: 5207243718 Email: julie.mcwilliams@pima.gov</p>
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T E R M S	<p>Initiation Date: 10-18-2016 Expiration Date: 10-17-2017</p> <table border="1" style="width: 100%; border-collapse: collapse; background-color: #e0e0e0;"> <tr> <td style="padding: 2px;">NTE Amount:</td> <td style="padding: 2px; text-align: right;">\$7,700,000.00</td> </tr> <tr> <td style="padding: 2px;">Used Amount:</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> </table>	NTE Amount:	\$7,700,000.00	Used Amount:	\$0.00
NTE Amount:	\$7,700,000.00				
Used Amount:	\$0.00				

V E N D O R	<p>CDW LLC</p> <p>230 N Milwaukee Ave Vernon Hills IL 60061</p>	<p>Contact: Patrick Krueger Phone: 847-968-9706 Email: patrkru@cwd.com Terms: 0.0000 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	STANDARD GROUND
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
Award of contract for an initial term of one (1) year in an annual award amount of \$7,700,000.00 and includes four (4) one-year renewals. Attachment: Cooperative Procurement Agreement.	

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: 17000000000000000071

MA Version: 1

Page: 2

Line Description

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Computer Software and Related Services					
	Discount	EA	\$0			
	0.0000 %					

<p>PIMA COUNTY PROCUREMENT DEPARTMENT ADMINISTERING DEPARTMENT: INFORMATION TECHNOLOGY</p> <p>PROJECT: Software Value Added Reseller Services</p> <p>CONTRACTOR: CDW Government LLC 230 N Milwaukee Ave Vernon Hills, IL 60061</p> <p>AMOUNT: \$7,700,000.00</p> <p>FUNDING: General Funds</p> <p>PIMA COUNTY CONTRACT NO.: MA-PO-17-071</p>	<table border="1"> <tr> <td data-bbox="992 281 1505 331" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="992 331 1505 382">NO. <u>MA-PO-17-071</u></td> </tr> <tr> <td data-bbox="992 382 1505 432">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="992 432 1505 541">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>MA-PO-17-071</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
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AMENDMENT NO. _____					
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COOPERATIVE PROCUREMENT AGREEMENT

1. AUTHORIZATION

Pursuant to Pima County Procurement Code 11.24.010 Cooperative Procurement Authorized, purchase (delivery) order documents are authorized to be issued utilizing the terms and conditions defined by the **National Association of State Procurement Officials (NASPO) and State of Arizona Master Agreement No. ADSP016-130652 and Participating Addendum under Contract No. ADSP017-149774**, incorporated by reference to the above Pima County Contract Number.

2. STANDARD TERMS AND CONDITIONS

Additional terms under this contract. In case of conflict these are superior to terms defined by other contract documents.

A. Contract Term/Renewals, Not to Exceed Contract Amount, and Revisions:

The initial term of the contract will be for a one (1) year period effective 10/18/2016 and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as described for Revisions below.

The annual not-to-exceed dollar amount of the contract is **\$7,700,000.00**. In the event the contract exceeds this amount, Pima County will issue a revised Master Agreement (MA) to increase the dollar amount of the contract.

Proposed Revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes.

B. Indemnification Clause:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to

conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

C. Insurance Requirements:

Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

1. Insurance Coverages and Limits:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

1.1. **Commercial General Liability (CGL)** – Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

1.2. **Business Automobile Liability** – Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

1.3. **Workers' Compensation and Employers' Liability** - Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

1.4. **Professional Errors and Omissions (E&O) Insurance:** The Professional E&O coverage which includes Technology E&O coverage shall have minimum limits not less than 2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- c. Certificate of Insurance shall identify if the Tech E&O insurance required by this Contract is a claims-made policy. Contractor shall warrant that continuous coverage will be maintained as outlined in Required Insurance. A Claims-Made policy is acceptable.

1.5. **Professional Errors and Omissions (E&O) Insurance which includes Network Security(Cyber)/Privacy Insurance:** Coverage shall have minimum limits not less than \$2,000,000.00 Each Claim with a \$2,000,000.00 Annual Aggregate.

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The policy shall be endorsed, as required by this written agreement, to include the County and its Agents, as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County and its Agents for losses arising from work performed by or on behalf of the Contractor.

2. Additional Coverage Requirements:

2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements

2.4. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately

meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

3. Verification of Coverage:

3.1. Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
- A notation of policy deductibles or SIRs relating to the specific policy, and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

3.4. Cancellation Notice: Contractor will not permit or allow its insurance policies and endorsements to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days' advance written notice from the Contractor to the County of the change to the policy(ies). Contractor must provide written notice to County within two (2) business days of Contractor's receipt of notice from any insurer of any of the foregoing events. For cancellation of non-payment, Insurer must provide County with written notice ten (10) days prior to cancellation of policy

4. Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

C. Cancellation for Conflict of Interest:

This Agreement is subject to the provisions of A.R.S. Section 38-511

D. Israel Boycott Certification:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this

certification by Contractor may result in action by the County up to and including termination of this Contract.

3. COOPERATIVE CONTRACT CLARIFICATIONS FOR THIS CONTRACT

A. Written Orders:

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) documents. Order documents will be furnished to Contractor via e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk.

B. Invoice Submittal:

Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

C. Notices:

Notices regarding this award should be addressed to:

Dawn Dargan, Program Manager
Pima County Information Technology
33 N. Stone Avenue, Tucson AZ 85701
520-724-7590 dawn.dargan@pima.gov

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

APPROVED:

Chair, Board of Supervisors

Date: _____

CDW Government LLC



Authorized Officer Signature

Tara K. Barbieri, Director Program Sales
Printed Name and Title

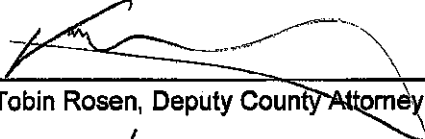
Date: 10/06/2016

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/5/16

Date