



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 04/04/17

or Procurement Director Award

Contractor/Vendor Name (DBA): SHI International Corp.

Project Title/Description:

Computer Software and Related Items.

Purpose:

Award of Contract: Master Agreement No. MA-PO-17-182. Contract is for an initial five (5) year term, effective 04/04/17 in the award amount of \$17,325,000.00 and includes five (5) one-year renewals with an annual award amount of \$3,850,000.00.

Administering Department: Information Technology.

Procurement Method:

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the Procurement Director authorized Requisition No. 17-194 to utilize Maricopa County Contract No. 16076-RFP, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code. Pima County awards this contract for an initial five (5) year term and with five (5) one-year renewals mirroring Maricopa County's contract.

The County's intention is to have two (2) software contracts for the purpose of competitive pricing and to have more extensive access for off-the-shelf software purchases which includes, but is not limited to, Microsoft Enterprise, VMware Enterprise, Cylance Anti-virus, Adobe products, Footprints Service Desk Management, Wonderware SCADA and AutoCAD. On 10/18/16, the Board of Supervisors awarded a contract to CDW Government LLC (MA-PO-17-071) with an annual not-to-exceed amount of \$7,700,000. The CDW MA will be reduced by \$3,465,000.00 upon approval of this award to SHI International Corp. This allows for a shared award of \$7,700,000.00 between two (2) software contractors. This approval gives authority to the Procurement Director to reallocate funds between these two (2) contracts as required, with the condition that the award amount is not exceeded.

PRCUID: 250481

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:

Ensure optimal performance, contract will be required to provide timely and complete deliveries, products without defects and accurate invoicing.

Retroactive:

No.

DEPT 03/29/17 PM 03:29

(Handwritten mark)

Procurement Dept 03/29/17 PM 03:29

TO: COB- 3-29-17- (1)
ygs. 6 Addendum

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-182

Effective Date: 04/04/17 Termination Date: 04/03/22 Prior Contract Number (Synergen/CMS):

Expense Amount: \$ 17,325,000.00 Revenue Amount: \$

Funding Source(s): General Fund

Cost to Pima County General Fund: \$17,325,000.00

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: Denise D. Waldo, Commodity Contracts Officer *Denise D. Waldo* *Amend 3/28/17*

Department: Procurement *Margaret* *3/21/17* Telephone: 520-724-8458

Department Director Signature/Date: *[Signature]* *3/22/17*

Deputy County Administrator Signature/Date: *[Signature]* *3-28-19*

County Administrator Signature/Date: *[Signature]* *3/28/17*
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 17000000000000000182

MA Version: 1

Page: 1 of 2

Description: Computer Software and Related Items - SHI

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701
	Issued By: DENISE WALDO
	Phone: 5207248458
	Email: denise.waldo@pima.gov

T E R M S	Initiation Date: 04-04-2017
	Expiration Date: 04-03-2022
	NTE Amount: \$17,325,000.00
	Used Amount: \$0.00

V E N D O R	SHI International Corp	Contact: Amelia Jakubczyk
	290 Davidson Ave	Phone: 888-230-1331
	Somerset NJ 08873	Email: teamarizona@shi.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
Contract is for an initial five (5) year term, effective 04/04/17 in the award amount of \$17,325,000.00 and includes five (5) one-year renewals with an annual award amount of \$3,850,000.00. Attachment: Cooperative 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

PIMA COUNTY

Master Agreement No: 17000000000000000182

MA Version: 1

Page: 2 of 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	As Needed Software Discount 0.0000 %	EA	\$0.00			
2	As Needed Software Sevices Discount 0.0000 %	EA	\$0.00			
3	As Needed Hardware Discount 0.0000 %	EA	\$0.00			

<p>PIMA COUNTY PROCUREMENT DEPARTMENT ADMINISTERING DEPARTMENT: INFORMATION TECHNOLOGY</p> <p>PROJECT: Computer Software and Related Items</p> <p>CONTRACTOR: SHI International Corp</p> <p>AMOUNT: \$17,325,000.00</p> <p>FUNDING: General Funds</p> <p>PIMA COUNTY CONTRACT NO.: MA-PO-17-182</p>	<table border="1"> <tr> <td align="center">CONTRACT</td> </tr> <tr> <td>NO. <u>MA-PO-17-182</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>MA-PO-17-182</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this 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 **Maricopa County Bid Serial No. 16076-RFP and contract No. 16076-RFP**, 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 five (5) years effective 04/04/17 and includes five (5) one-year renewals that may be exercised by Pima County issuance of a revised MA.

The not-to-exceed amount for the initial term is \$17,325,000.00. Pima County may 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, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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, operations, independent contractors, personal injury, bodily injury, broad form 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.

Contractors, its contractors and its subcontractors waive all rights against County and its Agents for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractor and its subcontractors pursuant to the Contract.

1.4. **Technology Errors and Omissions (E&O) Insurance (as required by project):** The Technology E&O coverage shall have minimum limits not less than 2,000,000 Each Claim and \$4,000,000 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 by Contractor.
- 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. **Network Security (Cyber)/Privacy Insurance (as required by project):** Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$4,000,000 Annual Aggregate.

- a. Such insurance shall include, but not be limited to, dependent on the circumstances of the claim, 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 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 and Business Automobile Liability policies must each 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 Business Automobile 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. 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:

- a. 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,
- b. A notation of policy deductibles or SIRs relating to the specific policy, and
- c. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier 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 wavier 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:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except that 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

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.

D. **Cancellation for Conflict of Interest:**

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

E. **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 DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County 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.

**Delivery address for all equipment: Pima County Information Technology,
150 W Congress, 6th floor, Tucson, AZ 85701.**

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:

Denise D. Waldo, Commodity Contracts Officer
Pima County Procurement, 130 W. Congress 3rd Floor, Tucson, AZ 85701
520-724-8458, Denise.waldo@pima.gov

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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: _____

SHI International Corp.

Natalie Slowik

Authorized Officer Signature

Natalie Slowik

Director of Response Team
Printed Name and Title


Date: 03/16/17

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Tobin Resen, Deputy County Attorney

Date

3/16/17