



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/04/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Origami Risk, LLC

***Project Title/Description:**

Risk Management Information System

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-15-041, Amendment No. 05. This Amendment revises the Scope of Services to include integration services between the Risk Management Information System and County's new ERP system, appends the contract with the Israel Boycott Certification language pursuant to A.R.S. § 35-393.01, appends the contract with the Forced Labor of Ethnic Uyghurs language pursuant to A.R.S. § 35-394, appends the contract with updated indemnification requirements for the County, and increases the not-to-exceed contract amount by \$11,500.00 for a cumulative not-to-exceed contract amount of \$1,242,000.00.

Administering Department: Finance and Risk Management.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Bidding, on 09/02/2014, the Board of Supervisors approved an award of contract for an initial five (5) year term and a not-to-exceed award amount of \$368,500.00.

On 05/03/2017, the Procurement Director approved Amendment No. 01, which increased the not-to-exceed contract amount by \$86,000.00 for a cumulative not-to-exceed contract amount of \$454,500.00. This increase was required due to additional changes to the Scope of Service.

On 08/09/2018, the Procurement Director approved Amendment No. 02, which increased the not-to-exceed contract amount by \$10,000.00 for a cumulative not-to-exceed contract amount of \$464,500.00. This increase was required to process software and license fees for year five.

On 08/30/2019, the Procurement Director approved Amendment No. 03, which extended the termination date by three (3) years to 09/01/2022 with two (2) one-year renewal options, as authorized by Board of Supervisors policy D29.4, Section XII(C), and increased the not-to-exceed contract amount by \$342,000.00 for a cumulative not-to-exceed contract amount of \$806,500.00.

On 08/24/2022, the Procurement Director approved Amendment No. 04, which extended the termination date by three (3) years to 09/01/2025, as authorized by Board of Supervisors policy D29.4, Section XII(C), exhausting the two (2) one-year renewal options added on Amendment No. 03, and increased the contract not-to-exceed amount by \$424,000.00 for a cumulative not-to-exceed contract amount of \$1,230,500.00.

PRCUID: 130961

Attachment: Contract Amendment No. 05.

***Program Goals/Predicted Outcomes:**

Continue to assist and expand data tracked for the property program including specific information on owned and leased County properties.

***Public Benefit:**

Better documentation on assets, risks and claims will minimize costs.

***Metrics Available to Measure Performance:**

Reduce redundancy and increase data integration, accuracy and allow direct departmental access to their data.

***Retroactive:**

No.

TO: COB 05/14/2024; VRS: 1; PGS: 6

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: PO Contract Number (i.e., 15-123): 15-041
Amendment No.: 05 AMS Version No.: 13
Commencement Date: 06/04/24 New Termination Date: N/A
Prior Contract No. (Synergen/CMS): N/A

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☒ No If Yes \$ N/A

*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: Procurement Officer, Maricruz Lopez Digitally signed by Maricruz Lopez
Date: 2024.05.10 12:39:35 -0700

Acting Division Manager, Troy McMaster Digitally signed by Troy McMaster
Date: 2024.05.10 12:46:37 -0700

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer
Date: 2024.05.10 15:21:39 -0700

Telephone: 520.724.8728

Department Director Signature: Ellen Moulton Digitally signed by Ellen Moulton
Date: 2024.05.13 09:49:09 -0700

Date: _____

Deputy County Administrator Signature: 

Date: 5-13-2024

County Administrator Signature: _____

Date: 5/13/2024

Pima County Procurement Department**Project:** Risk Management Information System**Contractor:** Origami Risk LLC
222 N LaSalle Street
Suite 2100
Chicago, IL 60601**Contract No.:** MA-PO-15-041**Contract Amendment No.:** 05

| | | | |
|--|-------------------------|---------------------------------|-----------------|
| Orig. Contract Term: | 09/02/2014 – 09/01/2019 | Orig. Amount: | \$ 368,500.00 |
| Termination Date Prior Amendment: | 09/01/2025 | Prior Amendments Amount: | \$ 862,000.00 |
| Termination Date This Amendment: | 09/01/2025 | This Amendment Amount: | \$ 11,500.00 |
| | | Revised Total Amount: | \$ 1,242,000.00 |

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

- 1.1. Background. On September 2, 2014, County and Contractor entered into the above referenced agreement (the "Contract") to provide a Risk Management Information System ("RMIS") and related services, which was for a five (5) year term.
- 1.2. On May 5, 2017, the parties amended Exhibits A and B, and increased the maximum payment amount resulting in a not-to-exceed contract amount of \$454,500.00.
- 1.3. On August 9, 2018, the parties amended the Contract to increase the maximum payment amount resulting in a not-to-exceed contract amount of \$464,500.00.
- 1.4. On August 30, 2019, the parties amended the Contract to exercise the extension option to add a three (3) year term with two (2) one-year renewal options and increase the maximum payment amount resulting in a not-to-exceed contract amount of \$806,500.00.
- 1.5. On August 24, 2022, the parties amended the Contract to extend the contract for a three (3) year term and increase the maximum payment amount resulting in a not-to-exceed contract amount of \$1,230,500.00.
- 1.6. Purpose. County requires support services to integrate the RMIS with County's new Workday Enterprise Resource Planning system.

2. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Article III – COMPENSATION AND PAYMENT, is increased by \$ 11,500.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$ 1,242,000.00.

3. Scope of Services. The parties have revised Article II - SCOPE OF SERVICES to add the implementation and integration work as described in **Attachment G: Statement of Work #20240304** (3 pages).

4. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
5. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
6. **County Indemnification.** County is not permitted to offer indemnification, therefore Section 8 of **Exhibit D: Origami Standard Terms and Conditions of Services**, and any other such requirement in the Contract is hereby null and void.

SIGNATURE PAGE TO FOLLOW

The effective date of this Amendment is June 4, 2024.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Rachelle Barr 05/10/2024
Print DCA Name

ORIGAMI RISK LLC





Authorized Officer Signature

Earnest Bentley President, Risk Solutions
Printed Name and Title

May 10, 2024
Date

Attachment G (3 pages)
STATEMENT OF WORK #20240304

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for Pima County (“Client”). This SOW is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). Capitalized terms used herein shall have the meanings set forth in the Agreement.

TERM

The term of this SOW shall begin upon the execution of this SOW by both parties and shall terminate upon the completion of the implementation work described herein.

IMPLEMENTATION

Implementation is the process of configuring the Service for use by Client as contemplated in the “Implementation Scope” section of this SOW. Client’s provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Based on conversations with the Client, this SOW includes up to 45 hours of professional services for the implementation deliverables set forth in this SOW. In the event that additional hours are needed to complete the implementation deliverables, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Implementation Scope

RMIS Configuration

Integrations

| Deliverable | Scope |
|---------------------------------------|--|
| HR Employee Demographic Import | Deploy the Origami standard employee import process to perform bulk inserts and updates of Employees. <u>Assumptions:</u> <ul style="list-style-type: none">• Workday is the system of record / owner of employee data.• Client will provide the data file in delimited or fixed width format using Origami’s standard layout.• Client will provide change only data after the initial data load. |
| User Acceptance Testing (UAT) Support | Provide support for UAT. <ul style="list-style-type: none">• Client will create UAT test plan and execute all UAT scenarios. |

Project Management

| Deliverable | Scope |
|--------------------|--|
| Project Management | Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below: <u>Origami will:</u> <ul style="list-style-type: none">• Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time. <u>Client will:</u> <ul style="list-style-type: none">• Participate in status calls and working meetings.• Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Coordinate all activity within Client’s organization to complete Client’s tasks on the project schedule. • Coordinate all activity of Client’s 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule |
|--|--|

CLIENT ROLES AND RESPONSIBILITIES

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client’s organization to complete Client’s tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client’s notice to Origami.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client’s 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client’s users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client \$10,125.00 for the Professional Services detailed in this SOW. Such payment shall be invoiced by Origami upon signature of this SOW by both parties and due in accordance with the terms of the Agreement.

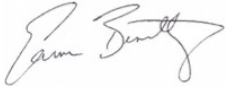
If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC



By: 

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: March 4, 2024

PIMA COUNTY

By: 

Name: Nancy Cole
(Print Name)

Title: ERP Executive Project Manager

Date: March 8, 2024