



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

Award Contract Grant

Requested Board Meeting Date: March 6, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Infor Public Sector

***Project Title/Description:**

Hansen Upgrade/Integration

***Purpose:**

Amendment of Award: MA-PO-15-094, Amendment No. 01. This Amendment is to increase the award amount by \$99,000.00 (including sales tax) for a cumulative not-to-exceed contract amount of \$699,000.00. The increase will be used to implement a new IPS mobile application.

The licenses for the IPS mobile application provides the first step toward RWRD Conveyance going paperless. Conveyance is responsible for maintaining and operating 3500 miles of public sewer, and generates approximately 150,000 work orders per year. The mobile licenses will allow field staff to receive live work order requests from our Central Call Center and office staff will be able to receive live updates as those work orders are closed and updated.

Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.20.060, Emergency and Other Limited Competition Procurement, on 10/21/14, the Board of Supervisors approved an award of contract for an initial term of one (1) year and an annual award amount of \$449,328.50 with four (4) one-year renewal options.

On 07/21/15, the Procurement Director approved a revision to extend the termination date to 10/20/16 and to add a partial annual award amount of \$58,701.13 for a cumulative not-to-exceed contract amount of \$508,029.63. Three (3) renewal options remained.

On 10/18/16, the Board of Supervisors approved a revision to extend the termination date to 10/20/17 and to add a partial annual award amount of \$91,970.37 for a cumulative not-to-exceed contract amount of \$600,000.00. Two (2) renewal options remained.

On 08/15/17, the Procurement Director approved a revision to extend the termination date to 10/20/18.

PRCUID: 157571

Attachment: Master Agreement.

***Program Goals/Predicted Outcomes:**

Enhance functional capabilities to better support work order, asset and inventory management needs.

***Public Benefit:**

Benefit the public by decreasing emergency response time and increasing the amount of information and history the crews have access to in the field.

***Metrics Available to Measure Performance:**

Processing work orders in a timely manner.

***Retroactive:**

No

PER 2/18/2018 16:00:00
ARJ

Procurement 02/27/18 08:57

To: COB - 2.21.18
pgs. - 14

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective 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
***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 22-73.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 15-094
Amendment No.: 01 AMS Version No.: 08
Effective Date: 02/20/18 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 99,000.00
Is there revenue included? Yes No If Yes \$ _____

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

Funding from General Fund? Yes No If Yes \$ 99,000.00 % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective 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: Sal Servin, Procurement Officer
Department: Procurement Telephone: 520-724-9510
Department Director Signature/Date: _____ 2/8/18
Deputy County Administrator Signature/Date: _____ 2/19/18
County Administrator Signature/Date: _____ 2/20/18
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1500000000000000094

MA Version: 8

Page: 1 of 2

Description: Hansen Upgrade/Integration LC

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: SAL SERVIN Phone: 5207249510 Email: sal.servin@pima.gov</p>
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T E R M S	<p>Initiation Date: 02-20-2018 Expiration Date: 10-20-2018</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>NTE Amount:</td> <td>\$699,000.00</td> </tr> <tr> <td>Used Amount:</td> <td>\$597,134.76</td> </tr> </table>	NTE Amount:	\$699,000.00	Used Amount:	\$597,134.76
NTE Amount:	\$699,000.00				
Used Amount:	\$597,134.76				

V E N D O R	<p>Infor Public Sector 13560 Morris Rd Ste 4100 Alpharetta GA 30004</p>	<p>Contact: Sales Dept Phone: 678-319-8000 Email: na.purchaseorders@infor.com Terms: 0.00 % Days: 15</p>
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Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
<p>This Amendment is to increase the award amount by \$99,000.00 (including sales tax) for a cumulative not-to-exceed contract amount of \$699,000.00. The increase will be used to implement a new IPS mobile application. Attachment: Contract Amendment No.1.</p>	

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.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000094

MA Version: 8

Page: 2 of 2

Line	Description					
6	FREE FORM LINE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			
8	16 Licenses and Support					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$21,600.00			
9	16 Licenses Initial Term Support 2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$4,320.00			
10	Service Work Order					
	Service Contract Amt (Not-To-Exceed)			Service From	Service To	
	60350.00			2018-02-20	2018-10-20	
11	Travel and Living trips					
	Service Contract Amt (Not-To-Exceed)			Service From	Service To	
	3600.00			2018-02-20	2018-10-20	

<p>Pima County Department of Information Technology</p> <p>Project: Hansen Upgrade/Integration LC</p> <p>Contractor: Infor Public Sector 13560 Morris Rd, Ste. 4100 Alpharetta, GA 30004</p> <p>Contract No.: MA-PO-15-094</p> <p>Contract Amendment No.: 01</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>MA-PO-15-094</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>01</u></td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	<u>MA-PO-15-094</u>	AMENDMENT NO.	<u>01</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO.	<u>MA-PO-15-094</u>								
AMENDMENT NO.	<u>01</u>								
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

Orig. Contract Term:	10/21/2014 - 10/20/2015	Orig. Amount:	\$449,328.50
Termination Date Prior Amendment:	10/20/2018	Prior Amendments Amount:	\$150,671.50
Termination Date This Amendment:	10/20/2018	This Amendment Amount:	\$99,000.00
		Revised Total Amount:	\$699,000.00

CONTRACT AMENDMENT

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

1. **Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Section II. Support Services is increased by \$99,000.00.

2. The following attachments are incorporated into this Amendment. Upon execution of this Amendment, Infor will deliver the software and provide the Services as set forth in those Attachments:
 - a) Attachment A: Order Form (4 pages); and
 - b) Attachment B: Service Work Order (4 pages).

The effective date of this Amendment is February 20, 2018.

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

PIMA COUNTY

Infor Public Sector, Inc.

Chairman, Board of Supervisors



Authorized Officer Signature

Date

Brad Steiner, VP & Deputy General Counsel

Printed Name and Title

February 7, 2018

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Tobin Rosen, Deputy County Attorney

2/7/18

Date



ATTACHMENT A: ORDER FORM

Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. ("Infor") and Pima County, Arizona ("Licensee") with an effective date of February 3, 2009 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

PROD Tucson

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	HAN-MOBILE-WM	Infor Field Inspector Work Management	16	DV	XT
			Total License Fee: \$21,600.00		

* If specified in the User Restriction field:

"DV" = Device - Quantity represents the maximum number of individual workstation devices including but not limited to a shop floor computer, hand held scanner, mobile phone (i) on which the Component System is installed and/or (ii) which access the Server software for the purpose of passing the collected data from the device to a server database, regardless of whether the device is connected to the Server at

Serial Number:					

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

Delivery Address:	Invoice Address:
Pima County, Arizona 150 W Congress Ave Tucson, AZ 85701 USA	Pima County, Arizona 130 W Congress Ave Tucson, AZ 85701 USA
Contact Name: Michael Lundin	Contact Name: Michael Lundin
Contact Title:	Contact Title:
Contact Phone: 520-724-7120	Contact Phone: 520-724-7120
Contact email: michael.lundin@pima.gov	Contact email: michael.lundin@pima.gov

III. Additional Terms

Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems licensed herein, Delivery shall be FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless

any instant in time.

**** Support Level:**

Descriptions of the Support levels can be found at
<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>
 "XT" = Infor Essential (24x5) / "XTP" = Infor Premium (24x7) / "XTE" = Infor Elite (24x7) Plus

II. Support Services	
Additional Annual Support Fee: \$ 4,320.00	
Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.	
Initial Term of Support: <u>Order Form Date</u> through <u>Twelve (12) months from Order Form Date.</u>	
Fee for Initial Term of Support:	\$4,320.00
Total Amount Due (before applicable taxes):	
\$ 25,920.00	

Payment Terms:	Unless otherwise specified all amounts are in United States Dollar.
Payment is due within 15 days of Order Form Date.	Currency: USD

Equipment (on which Component Systems will be installed):			Licensee	
			Account ID:	372602
Computer Platform:		Model:	Infor GL ID:	US06A
Operating System:		DBMS:	Account Executive Name:	Irwanto Aranadi

it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

Effective date of this Order Form: _____ (the "Order Form Date"), to be completed by Infor upon countersignature.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.			
for: Infor Public Sector, Inc.		for: Pima County, Arizona (Licensee)	
Signature		Signature	
Typed or Printed Name		Typed or Printed Name	
Title	Date	Title	Date

ATTACHMENT B: SERVICE WORK ORDER



Services Work Order

This Time and Materials Services Work Order ("Work Order" or "Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between Infor Public Sector, Inc. ("Infor") and Pima County, Arizona ("Licensee") with an Effective Date of October 23, 2014 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict between the Work Order and the Services Agreement, the terms of this Work Order shall control over the terms of the Services Agreement.

Effective Date of Work Order: date of final signature below

Work Order Number: AGR.30759

Prepared by: Tanya Bower

Project Name: Pima County, Arizona - IPS Upgrade and Mobile

Description of Services to be Provided

Infor Services to provide Licensee consulting hours to assist with the following scope:

Scope:

<u>Infor Task</u>	<u>Infor Role</u>	<u>Description</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Amount</u>
WM Group 1 Business Process Workshop	Business Analysts	Review Confluence back office; work order creation, distribution, data capturing and closing of work orders. Leverage IPS to enhance backend office process and Mobile to streamline data collection. Sample Agenda: - Review current cradle to grave WO process - Reactive/Planned WOs - Daily Assigning and distribution of WOs - Adding new WOs to schedule - Access Control - Detail Pages Mobile - Quires - Views	\$225.00	24	\$5,400.00

Mobile and IPS Design Document	Business Analysts	Business Process Design Doc	\$225.00	24	\$5,400.00
Mobile Setup	Technical Consultant	Mobile Setup – Work with Pima County IT staff to determine architecture. Install mobile module on Pima County site, and troubleshoot issues to ensure secure connectivity from the field. - Detail Pages - Queries - Views	\$225.00	96	\$20,640.00
Infor mobile testing	Technical Consultant	Test each group that has been configured	\$225.00	8	\$1,720.00
Mobile Training	Technical Consultant Business Analysts	This will be broken up between SME and IT and will cover Mobile Technical and Field.	\$225.00	8	\$1,800.00
Go-live support for four WM groups	Business Analysts	Provide remote support for four WM groups, including configuration adjustments, permissions changes and process changes.	\$225.00	24	\$5,400.00
			Subtotal	184	\$41,400.00
Migration to IPS 11	Technical Consultant	Assist with migration to 8.5	\$245.00	16	\$3,920.00
Assist with Testing	Business Analysts	Provide Pima County with Test Scripts and assistance	\$225.00	8	\$1,800.00
			Subtotal	24	5,720
Project Management	Project Management	Coordinate scheduling, project activities and deliverables, review and approve project changes, monthly activity reports and invoicing.	\$245.00	54	\$13,230.00
			Total	262	\$60,350.00
Estimated Expenses	Travel and Living	Estimated 2 trips	\$1800/trip		\$3,600.00
		Estimated Total			\$63,950.00

General Assumptions and Obligations

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.

3. For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

Other Project Assumptions and Obligations

These rates are only valid for this Services Work Order.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
Project Manager	54.00	245.00	13,230.00
Consultant, Sr.	192.00	225.00	43,200.00
Consultant, Sr. Pr.	16.00	245.00	3,920.00

Grand Total	60,350.00
Currency	US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **11/22/2017**.

Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 15 days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. The estimated values of expenses is \$3,600.00 US Dollar. Travel time to and from Licensee's site will be billed at \$90 per hour. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

LOCATIONS: Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

Licensee Site Addresses:

3390 North Richey Blvd
Tucson AZ 85716
United States

THE PARTIES have executed this Order through the signatures of their respective authorized representatives.	
Infor Public Sector, Inc.	Pima County, Arizona

Signature:	Signature:
Printed Name:	Printed Name:
Title :	Title:
Address: 13560 Morris Road Alpharetta GA 30004 USA	Address: 3390 North Richey Blvd Tucson AZ 85716 United States
Signed Date:	Signed Date:
	Purchase Order Number:
	<u>Invoice Mailing Address if different from:</u> 3390 North Richey Blvd Tucson AZ 85716 United States
	Company Name:
	Contact Name:
	Address:
	Phone:
	Email Address:
INTERNAL USE ONLY	
Primary Product: Hansen Products	ICS Approval ID: AGR.30759
Existing Project ID: Click here to enter text.	Existing Project Manager: Click here to enter text.
Opportunity ID: OP-04013577	Internal ID: