



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

Award  Contract  Grant

Requested Board Meeting Date: 6/12/18

\* = 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 Enterprise Resource Planning (ERP) System.

**\*Purpose:**

Amendment of Award: Master Agreement No. MA-PO-12-374, Amendment No. 7, provides for adjustments to the software maintenance payments for years Nine (9) and Ten (10) due to the acquisition and upgrading of Licensed Software and Bundled Software products, and increases the contract amount by \$164,441.20 for a cumulative contract amount of \$6,982,485.50.

This request is also seeking authority to increase the Not-to-Exceed amount by \$468,541.20 which is an extra \$304,100.00 over the contract amount. This is to account for sales tax payments, which have never been accounted for in the contract Not-to-Exceed amount and are reducing the available amount of the MA due to recent changes in business payment process. The combined increase amounts on this request will result in a not-to-exceed award amount of \$7,286,585.50.

Administering Department: Information Technology.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposal, Solicitation No. 0901706 was conducted. This software maintenance services contract was awarded by the Board of Supervisors to CGI Technologies and Solutions, Inc. on 01/12/2010 for \$6,569,537.00. Two other contracts were awarded from the same solicitation: one for software acquisition and one for system implementation services.

Amendment 1 (07/21/2010): Increased award amount by \$114,220.00 for maintenance on additional Pervasive Data Integrator licenses.

Amendment 2 (06/30/2011): Increased award amount by \$350,837.00 for maintenance on additional COBOL, Versala, and IBM Maximo licenses and for the removal of maintenance on certain other IBM Maximo licenses.

Amendment 3 (07/10/2012): Decreased award amount by \$867,728.00 for decreased maintenance due to the removal of the Human Resource Management System software modules.

Amendment 4 (02/05/2013): Increased award amount by \$95,495.00 for maintenance on the increased quantity of IBM Maximo licenses.

Amendment 5 (10/10/2014): Increased award amount by \$433,792.50 for maintenance on an increase in the quantity of licensed software and the replacement of some bundled software.

Amendment 6 (8/15/16): provided for additional maintenance for years Seven (7) through Ten (10) due to a change in software products, and increased the award amount by \$121,890.80 for a cumulative contract amount of \$6,818,044.30 during the existing term.

This Amendment is to purchase software maintenance for the additional Maximo licenses and for the updated SAP Business Objects licenses.

*To: COB. 6-1-18  
pgs. 6  
(1) Addendum*

JUN 11 10 50 AM '18  
0901706

Note: The attached MA-PO-12-374 document reflects a "NTE Amount" of \$6,169,807.00. \$1,116,778.50 was expended in a prior financial system, which accounts for a cumulative award amount of \$7,286,585.50.

Attachments: Master Agreement and Amendment No. Seven (7).

**\*Program Goals/Predicted Outcomes:**

To allow field technicians to complete work orders while in the field and to improve the County's use of data.

**\*Public Benefit:**

Enhanced functionality and reporting and improved staff efficiency and productivity.

**\*Metrics Available to Measure Performance:**

Improved work order and data reporting processes.

**\*Retroactive:**

No

**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): 12-374

Amendment No.: 7 AMS Version No.: 16

Effective Date: 06/12/18 New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \$468,541.20

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

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

Funding from General Fund?  Yes  No If Yes \$ 468,541.20 % \_\_\_\_\_

**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

Department: Procurement Telephone: 520-724-9510

Department Director Signature/Date: [Signature] 5/30/18

Deputy County Administrator Signature/Date: [Signature] 5-31-18

County Administrator Signature/Date: [Signature] 5/31/18  
*(Required for Board Agenda/Addendum Items)*



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 1200000000000000374

MA Version: 16

Page: 1 of 2

Description: Proprietary Software Maintenance for ERP System

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> SAL SERVIN <b>Phone:</b> 5207249510 <b>Email:</b> sal.servin@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 06-12-2018 <b>Expiration Date:</b> 02-23-2020</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>NTE Amount:</b></td> <td style="padding: 2px;"><b>\$6,169,807.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>Used Amount:</b></td> <td style="padding: 2px;"><b>\$5,115,260.37</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$6,169,807.00</b>	<b>Used Amount:</b>	<b>\$5,115,260.37</b>
<b>NTE Amount:</b>	<b>\$6,169,807.00</b>				
<b>Used Amount:</b>	<b>\$5,115,260.37</b>				

V E N D O R	<p><b>CGI TECHNOLOGIES &amp; SOLUTIONS INC</b></p> <p><b>ATTN: KIM HOLCOMB 11325 RANDOM HILLS ROAD</b></p> <p><b>FAIRFAX VA 22030</b></p>	<p><b>Contact:</b> WENDY RUEHLMANN <b>Phone:</b> 703-267-8000 <b>Email:</b> susan.capstack@cgi.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
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<p><b>Shipping Method:</b></p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b></p> <p><b>Modification Reason</b></p> <p>This amendment provides for adjustments to the software maintenance payments for years Nine (9) and Ten (10) due to the acquisition and upgrading of Licensed Software and Bundled Software products, and increases the contract amount by \$164,441.20 for a cumulative contract amount of \$6,982,485.50. It also increases the Not-to-Exceed by an extra amount of \$304,100.00 to account for sales tax payments. The combined increase amounts on this revision will result in a not-to-exceed award amount of \$7,286,585.50. Attachment: Amendment 7.</p>
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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: 16

Page: 2 of 2

Line	Description					
10	Maintenance Fee for Bundled Software for Year 9					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$829,741.26	29588		
11	Maintenance Fee for Bundled Software for Year 10					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$833,476.84	29588		

**PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY**

**PROJECT: PROPRIETARY SOFTWARE MAINTENANCE FOR ERP PROJECT**

**CGI Technologies and Solutions Inc.  
11325 Random Hills Road  
Fairfax, VA 22030**

**MASTER AGREEMENT NO.: MA 12-374  
(Formerly Contract No.: 11-14-C-142783-0210)**

**AGREEMENT AMENDMENT NO.: Seven (7)**

**CONTRACT**

NO. MA-P0-12-374

AMENDMENT NO. 07

This number must appear on all invoices, correspondence and documents pertaining to this contract.

**ORIG. AGREEMENT TERM:** 2/24/2010-2/23/2020  
**TERMINATION DATE PRIOR AMENDMENT:** 02/23/2020  
**TERMINATION THIS AMENDMENT:** 02/23/2020

**ORIG. AGREEMENT AMOUNT:** \$6,569,537.00  
**PRIOR ADMENDMENTS:** \$ 248,507.30  
**AMOUNT OF THIS AMENDMENT:** \$ 164,441.20  
**REVISED AGREEMENT AMOUNT:** \$6,982,485.50

**CONTRACT AMENDMENT**

This Amendment No. 7 ("Amendment") modifies 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 June 12, 2018 ("Effective Date").

WHEREAS, COUNTY and CONTRACTOR entered into Proprietary Software Maintenance Agreement ("Contract") for Software Maintenance services as referenced above;

WHEREAS, COUNTY and CONTRACTOR have agreed to increase the Contract amount to allow for additional maintenance payments for additional Licensed Software and replacement of Bundled Software during the remaining term of the Contract; and

WHEREAS, COUNTY and CONTRACTOR amended a separate Contract No. MA B507308 ("Amendment 6") to document the purchase of additional Licensed Software and replacement of Bundled Software requiring the Software Maintenance referenced herein.

NOW, THEREFORE, it is agreed as follows:

**1. Governing Document**

This Amendment No. 7 ("Amendment") is authorized pursuant to the Contract as previously amended. Except as previously modified here, the terms and conditions of the Contract remain in full force and effect.

**2. Exhibit A**

The current "Exhibit A: CGI Technologies and Solutions, Inc. Proprietary Software Maintenance Agreement" is replaced in its entirety with the attached document identified as "Exhibit A: CGI Technologies and Solutions, Inc. Proprietary Software Maintenance Agreement. The essential changes and additions include the following:

**a. Maintenance Fee Schedule**

Section 2 of Exhibit A, Maintenance Fee is modified by adding \$164,441.20 for the maintenance fees for additional or upgraded Bundled Software Products as outlined in Exhibit A.

All payment terms of the Agreement apply to this Amendment.

### **3. Bundled Software Products**

**The following changes were made to the Bundled Software Products in Amendment 6 to the Proprietary Software License Agreement:**

1. Trade-in of Existing Bundled Software Licenses for the Purchase of New Bundled Software Licenses as follows:

#### **Trade-in Existing Licenses:**

- i) Unrestricted: BA&T SAP Business Objects Business Intelligence Platform (25 Concurrent Sessions) – 6
- ii) Unrestricted: BA&T SAP Business Objects Web Intelligence (25 Concurrent Sessions) – 5
- iii) Unrestricted: BA&T SAP Dashboard (25 Concurrent Sessions) – 1
- iv) Unrestricted: BA&T SAP Business Objects Explorer (25 Concurrent Sessions) – 1
- v) Unrestricted: BA&T SAP Business Objects Crystal Reports (25 Concurrent Sessions) – 5
- vi) Unrestricted: BA&T SAP Business Objects Business Int. Platform Mobile add-on (25 Concurrent Sessions) - 1
- vii) Unrestricted: SAP Application Standalone Business Analytics Professional User (Named User) - 2
- viii) Unrestricted: SAP Application Standalone BI Limited User (Named User) – 21

#### **Purchase of New Licenses:**

- i) Unrestricted: SAP Business Objects Enterprise, Premium Edition (Named User) – 21
- ii) Unrestricted: SAP Business Objects Enterprise, Premium Edition (Concurrent Sessions) – 80
- iii) Unrestricted: SAP Data Services (Core) – 8
- iv) Maximo Anywhere – 45

2. Expansion and Removal of Existing Bundled Software Licenses as follows:

#### **Purchase of Additional Licenses:**

- i) IBM Maximo® Asset Management Authorized User License – 11
- ii) IBM Tivoli Maximo® Asset Management Scheduler Authorized User License – 35 Users.

#### **Removal and Cancellation of Existing Bundled Software Licenses:**

- i) 1099 Convey – Desktop, Ultimate, 6+ Users, 10,000 documents processed annually [Governed by Shrink-wrap License]
- ii) IBM Maximo® Mobile Work Manager Authorized User -20 Users
- iii) IBM Maximo® Mobile Inventory Manager Authorized User -10 Users

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

**COUNTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR:**

DocuSigned by:  
*Timothy A. Lund*  
2566DBD8B10942E...  
\_\_\_\_\_

Signature

Timothy Lund, CGI VP Consulting Services  
Name and Title (Please Print)

5/29/2018 4:33:25 PM PDT  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

*Regina Nassen*  
Deputy County Attorney  
**REGINA NASSEN**  
5/30/2018

\_\_\_\_\_  
Date



**EXHIBIT A**

**CGI TECHNOLOGIES AND SOLUTIONS INC.  
Proprietary Software Maintenance Agreement**

1. **Maintenance Period.** The initial Maintenance Period is the period beginning on the execution date of this Agreement and will continue for twelve (12) months. The County will receive applicable upgrades during that time. The maintenance after the initial Maintenance Period will automatically continue until February 23, 2020. Thereafter, renewals will not be automatic and must be mutually agreed to by both Parties.
2. **Maintenance Fee.** The maintenance fee for the Advantage Products for the initial twelve (12) month period is at no change; however there is a maintenance fee for Bundled Software Products, as noted below. The maintenance fees for the balance of time through Year 10 is 22% of the License Fee as stated in the License Agreement and calculated in the below schedule. Pricing after Year 10 will be established per Exhibit B.2, Price Protection.

Annual Maintenance fees will remain unchanged for ten (10) years unless the License Fee changes are due to a change in the number of licenses purchased. Each year's maintenance fees are due and payable annually in advance.

	<b>CGI Maintenance</b>	<b>Bundled Software Maintenance</b>	<b>Amendment 7 - Additional Software Maintenance</b>	<b>Bundled Software Maintenance Credit</b>	<b>Total *Does not include Tax</b>
<i>Year One – Paid April 1, 2010 - March 30, 2011</i>	\$0.00	\$359,124.00			\$359,124.00
<i>Year Two – Paid April 1, 2011 - March 30, 2012</i>	\$343,612.00	\$414,042.00			\$757,654.00
<i>Year Three – Paid April 1, 2012 - March 30, 2013</i>	\$235,146.00	\$392,799.00			\$627,945.00
<i>Year Four – Paid April 1, 2013 - March 30, 2014</i>	\$235,146.00	\$402,790.00			\$637,936.00
<i>Year Five - Paid April 1, 2014 - March 30, 2015</i>	\$248,431.08	\$470,484.67			\$718,915.75
<i>Year Six – Paid April 1, 2015 - March 30, 2016</i>	\$248,431.08	\$485,237.48			\$733,668.56*
<i>Year Seven -Paid April 1, 2016 - March 30, 2017</i>	\$248,431.08	\$500,957.37			\$749,388.45
<i>Year Eight: - Paid April 1, 2017 - March 30, 2018</i>	\$248,431.08	\$500,957.37			\$749,388.45
<i>Year Nine April 1, 2018 - March 30, 2019</i>	\$248,431.08	\$500,957.37	\$88,902.81	\$(8,550.00)	\$829,741.26
<i>Year Ten April 1, 2019 - March 30, 2020</i>	\$248,431.08	\$500,957.37	\$94,656.19	\$(10,567.80)	\$833,476.84
<b>Total</b>	<b>\$2,304,490.48</b>	<b>\$4,528,306.63</b>	<b>\$183,559.00</b>	<b>\$(19,117.80)</b>	<b>\$6,997,238.31*</b>
<b>*\$6,997,238.31 represents the total for software maintenance fees. Contract requested total is \$6,982,485.50. Year six (6) maintenance costs of \$14,752.81 was paid under MA B507308 (SOW Amend 2).</b>					<b>\$6,982,485.50</b>

CGI will support the current release and two previous minor releases. In the event that the Client does not upgrade to a supported release before support for their release is withdrawn, and the Client has a current Maintenance agreement, CGI will respond to incident reports however, CGI reserves the right to either charge an additional amount over and above the annual support fee to provide support services for otherwise unsupported releases. In the event Client does not have a Maintenance Agreement in place, support will be provided at then current hourly rates.

Out of scope maintenance services will be changed in accordance with the following rates during the first three (3) Maintenance Periods, and thereafter subject to the provisions for price protection under Exhibit B:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Manager	\$200
Subject Matter Expert	\$185
Technical /Functional Expert	\$185
Work Order Lead	\$235

3. **Software.** The maintenance services under this Agreement are provided with respect to the Software licensed to the County under Exhibit A of the Proprietary Software License Agreement dated as of February 24, 2010, as amended. The County has chosen to discontinue maintenance on the following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, the County chooses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Bundled Software Products.
  - a. Adobe Present Central Pro – CPU and 10 Print Locations Production – 2 Licenses - maintenance services canceled July 2016
  - b. Adobe Present Central Pro – CPU and 10 Print Locations Non-Production – 1 License - maintenance services canceled July 2016
  - c. Adobe Present Output Designer – 1 Named User License - maintenance services canceled July 2016
  - d. IBM Maximo® Mobile Work Manager Authorized User – 20 Users – canceled maintenance in this Amendment 7
  - e. IBM Maximo® Mobile Inventory Manager Authorized User – 10 Users– canceled maintenance in this Amendment 7
  - f. 1099 Convey – Desktop, Ultimate, 6+ Users, 10,000 documents processed annually – canceled maintenance in this Amendment 7

4. **License Agreement.** The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of February 24, 2010, as amended. In the event CGI ceases to operate in the ordinary course of business, Client will be granted a limited license to access and use the CGI Software source code, installed within Licensee's operational environment and/or access to sources code for any uninstalled releases, and consistent with the terms of the License Agreement. Access and use of the CGI source code prior to this release event is prohibited.  
 CGI agrees during the Maintenance Period, that should an escrow release event occur related to a Bundled Software Product, CGI will obtain the source code through the applicable escrow arrangement in order to continue to provide support to the County. CGI will provide a copy of the escrow agreement to County. If CGI is unable to obtain source code from any Bundled Software Product vendor (including IBM) for any reason, CGI shall, at no additional cost to the County, provide the County with substitute Bundled Software Product (subject to a license granting the County and Licensor rights equivalent to those granted under the substituted Bundled Software Product License Agreement, and including ongoing maintenance) that is the functional equivalent

of the Bundled Software that has become unavailable or is unsupported due to an escrow release event. The cost of the Implementations of the substitute Bundled Software Product would be the responsibility of the County.

Agreed to and initialed for identification by:

\_\_\_\_\_  
(Client)

\_\_\_\_\_  
(CGI) 