

SERIAL 04082 S      VERSATA SOFTWARE AND SERVICES (NIGP 20867)

DATE OF LAST REVISION: June 14, 2007      CONTRACT END DATE: June 30, 2009

**Amendment #1 effective date 07/02/04, notes changes to sections 2.1.3.1, 2.1.3.2, 2.1.4, 2.1.5, 2.3, 2.6, 3.5.1, and 3.5.2**

**JUNE 30, 2007 2009**  
CONTRACT PERIOD THROUGH ~~JUNE 30, 2006~~

TO:                    All Departments  
FROM:                Department of Materials Management  
SUBJECT:            Contract for **VERSATA SOFTWARE AND SERVICES (NIGP 20867)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 10, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

LC/mm  
Attach

Copy to:            Clerk of the Board  
                         Laurance Bernosky, ICJIS  
                         Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **VERSATA SOFTWARE AND SERVICES**1.0 **INTENT:**

ICJIS and the Maricopa County Criminal Justice Agencies use Versata software products to develop, test and operationally deploy strategic case management and criminal justice applications. As a result, ICJIS and the Justice Agencies have an on-going requirement for Versata software licenses, timely access to new software release versions, and expedited responses to service calls by ICJIS and Justice Agency staff.

All software pricing must reflect the latest versions currently available at the time of this bid serial and be compatible with the current versions of IBM's Websphere Application Server and DB2, Unix and MS Windows operating systems.

2.0 **TECHNICAL SPECIFICATIONS:**

## 2.1 SOFTWARE LICENSES, TECHNICAL SUPPORT AND UPGRADES:

Specifically, ICJIS is requesting bids for the following items:

## 2.1.1 Versata Logic Transaction Engine – to include specific pricing by categories of usage:

- 2.1.1.1 Production and hot backup
- 2.1.1.2 Warm backup
- 2.1.1.3 Cold backup
- 2.1.1.4 Development, test and QA

## 2.1.2 Versata Transaction Logic Studio

## 2.1.3 Technical support and software upgrades for Versata Transaction Engine and Logic Studio.

- 2.1.3.1 Support services: Must be available 24 hours a day, 7 days a week for Severity 1 issues (An operational system is down and users and business functions cannot be conducted.) The vendor must respond to a service call within one hour (From the time the County places the call to the vendor until ~~trouble-ticket number is provided with a name of the assigned~~ Versata Support Engineer **responds to the service call**) with a confirmation the problem has **entered the support process** ~~been logged and a plan is under way for resolving your problem description of the plan for resolving the problem.~~ This must include pager access to a Versata Support Engineer outside normal support hours. In addition, the vendor must follow up ~~at least~~ every two hours until the problem is resolved. For Severity Levels 2,3 and 4 the vendor must respond to service calls within four (4) **business** hours. (Severity 2 – Systems are under limited operation, but business can be conducted. Work around in place, but full service needs to be restored as soon as possible. Severity 3 – System functionality is impacted, but business can be conducted. Work around or fix must be provided an ~~an~~ acceptable timeframe. Severity 4 – system functionality is impacted, but business can be conducted. No work around required, and functionality can be implemented with next release.)

All response times will be measured from the time the County places the call to the vendor until ~~a trouble-ticket number is provided~~ **support engineer contacts the County with a name of the assigned Versata Support Engineer.**

- 2.1.3.2 Customer support: The vendor must schedule a review with Maricopa County to and deliver a report of open support requests on a quarterly basis. This report shall be sent (via e-mail) to the ICJIS ITSM Manager within ten (10) days after the end of each fiscal quarter >. This will also include a conference call (~~at a minimum~~) to review the service request report.

2.1.3.3 Onsite support audit: A customer support representative must meet with the ICJIS department of Maricopa County onsite once per year to review the status Maricopa's requests, the status and plans for Versata-based applications being developed and deployed and any other issues Maricopa personnel wish to discuss. They will meet with the ICJIS Integration Program Manager and the ICJIS ITSM Manager at the ICJIS facilities.

2.1.3.4 The annual cost for technical support and software upgrades shall be based on a percentage of the quoted prices for the specified software components. Payment schedules shall be aligned with the County's fiscal year – July 1 to June 30.

2.1.4 Service Calls:

The vendor ~~must will be~~ provided ~~periodic~~ **online** access (~~at least quarterly~~) to view a log of all trouble calls from the County to include: 1) Date of service request, 2) Status of request, 3) Actions taken.

The County shall be entitled to unlimited calls throughout the service contract period.

2.1.5 The County shall be entitled to all new releases, updates and patches including ~~access to all databases, and all supported application servers~~ as they become available for products licensed under this agreement.

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~2.3 ACCEPTANCE:~~

~~Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.~~

2.4 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

~~2.6 DELIVERY:~~

~~It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.~~

### 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

**All prices shall remain in effect through December 31, 2004.**

#### 3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

#### 3.5 INDEMNIFICATION AND INSURANCE:

##### 3.5.1 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, **reasonable** attorney fees, court costs, expert witness fees, ~~and the cost of appellate proceedings,~~ **directly relating to, arising out of, or alleged to have resulted from infringement of a intellectual property right asserted by a an unaffiliated third party against County based upon its license to the Product.s. If any alleged infringement of intellectual property right is asserted by a an unaffiliated third party against Customer based upon its license to the Products (a 'Claim'). Contractor will defend Customer and indemnify Customer against any amounts finally awarded by a court of competent jurisdiction or in a settlement to such party, provided that Contractor shall have: (1) received from Customer written notice within thirty days of the assertion of such claim; (2) the exclusive right, if it so chooses, to control and direct the investigation, defense, and/or settlement of such Claim: and (3) the complete cooperation and assistance of Customer. Contractor may, at its option, either procure for Customer the right to continue using the Product, or replace or modify the Product so that it becomes non-infringing. If, in Contractor's reasonable business or legal opinion, neither option is feasible, Customer will return the infringing Product to Contractor, the License will be**

terminated and Contractor will reimburse Customer the license fees paid for the returned Product. If customer elects to continue using the Product rather than return it to Contractor, Contractor will have no further liability to Customer. Contractor will not indemnify Customer for infringement for any claim arising from unauthorized modification of Product or from use or incorporation of Product in conjunction with software, hardware or other equipment not provided by Contractor, if the use of the Product as originally provided or alone would not be infringing. ~~relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, 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, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.~~

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

### 3.5.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), ~~relating to, directly arising out of, or resulting from alleged infringement of intellectual property right asserted by a an unaffiliated third party CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, 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, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.~~ **EXCEPT FOR BREACH OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL VERSATA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES. INCLUDING ANY LOST PROFITS, LOST SVINGS OR LOSS OF USE, EVEN IF VERSATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO EVENT WILL VERSATA'S LIABILITY FOR DAMAGES OF ANY NATURE WITH RESPECT TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF FEES CUSTOMER ACTUALLY PAID FOR THE PRODUCT OR SERVICE (OR PART THEREOF) GIVING RISE TO THE CAUSE OF ACTION.**

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

### 3.6 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CORRY SLAMA, SENIOR PROCUREMENT CONSULTANT, 602-506-3243  
(cslama@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Laurance Bernosky, Integrated Criminal Justice Information System, 602-506-2559

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing (Attachment A) on a 3.5" diskette or CD.** Attachments B, C & D may be submitted in hardcopy only. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**VERSATA INC, 6011 WEST COURTYARD DRIVE, AUSTIN, TX 78730**  
300 LAKESIDE DRIVE SUITE #1500, OAKLAND, CA 94612

C703504/B0700122/NIGP 208-67

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? NO

**ALL LICENSES ARE TO BE PRICED PER CPU**

1.0 PRICING:

**PRICES VALID THROUGH DECEMBER 31, 2004**

**ITEM DESCRIPTION**

**PRICE**

**Versata Logic Transaction Engine License:**

Production and hot backup	<u>22,500</u>
Warm backup	<u>11,250</u>
Cold backup	<u>6,000</u>
Development, test and QA	<u>17,500</u>
Optional embedded App Server (CORBA or JBOSS)	<u>5,000</u>

Versata Transaction Logic Studio License: 2,400

For licenses purchased from

<u>Versata: Yearly Cost for Technical Support and Software Upgrades for Versata Transaction Engine:</u>	Production and hot backup	Warm Back Up	Cold back Up	Develpmnt, test and QA	Optional CORBA or JBOSS App Svr	Studio
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Versata provides one line item for **BOTH** Technical Support and Upgrades

Gold Level Technical Support (24x7) @25%	5,625.00	2,812.50	1,500.00	4,375.00	1,250.00	600.00
Service Calls (plus travel and expense)	150./hr	150./hr	150./hr	150./hr	150./hr	150./hr

(support and upgrade fees subject to annual increases of no more than 5% per year)

**PRICES VALID AFTER DECEMBER 31, 2004**

**ITEM DESCRIPTION**

**PRICE**

**Versata Logic Transaction Engine License:**

Production and hot backup	<u>27,000</u>
Warm backup	<u>13,500</u>
Cold backup	<u>7,200</u>
Development, test and QA	<u>21,000</u>
Optional embedded App Server (CORBA or JBOSS)	<u>6,000</u>

Versata Transaction Logic Studio License: 2,400

**VERSATA INC, 6011 WEST COURTYARD DRIVE, AUSTIN, TX 78730**  
300 LAKESIDE DRIVE SUITE #1500, OAKLAND, CA 94612

For licenses purchased from

<u>Versata: Yearly Cost for Technical Support and Software Upgrades for Versata Transaction Engine:</u>	Production and hot backup	Warm Back Up	Cold back Up	Develpmnt, test and QA	Optional CORBA or JBOSS App Svr	Studio
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Versata provides one line item for **BOTH** Technical Support and Upgrades

Gold Level Technical Support (24x7) @25%	6,750.00	3,375.00	1,800.00	5,250.00	1,500.00	600.00
Service Calls	150./hr	150./hr	150./hr	150./hr	150./hr	150./hr

Volume License Discount Any individual order in excess of \$250,000 in license fees (not support) will qualify for an additional 20% discount on both software license and support fees on that order. (support and upgrade fees subject to annual increases of no more than 5% per year)

**SUPPORT FOR TRANSFERRED LICENSES**

For Licenses purchased from IBM: Yearly Cost for Technical Support and Software Upgrades for Versata Transaction Engine:

Versata provides one line item for **BOTH** Technical Support and Upgrades

The LOWER of either (a) \$9,000 per Server and \$1,150 per Studio or (b) The amount contracted for annual maintenance from IBM

Service Calls (plus travel and expense)	150./hr	150./hr
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(support and upgrade fees subject to annual increases of no more than 5% per year)

Terms: NET 30

Vendor Number: **W000004628 X**

Telephone Number: **650/610-9741**

Fax Number: **512/874-3115**

Contact Person: **Frank Kopas**

E-mail Address: [Frank.Kopas@versata.com](mailto:Frank.Kopas@versata.com)

Company Web Site: [www.versata.com](http://www.versata.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2006 2007 2009.**