



**ORANGE COUNTY**

**AUDITOR-CONTROLLER**

**CONTRACT WITH**

**CGI TECHNOLOGIES AND SOLUTIONS INC.**

**FOR**

**CAPS+ FS, HR, & BRASS/PERFORMANCE BUDGETING (PB)**

**TEN YEAR**

**MAINTENANCE AND SUPPORT SERVICES**

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**CONTRACT #**  
**MA-003-11012413**  
**AMENDMENT FOUR**

**AMENDMENT No. 4**  
**To**  
**CONTRACT NO. MA-003-11012413**  
**FOR CAPS+FS, HR, & BRASS/PERFORMANCE BUDGETING (PB)**  
**ANNUAL MAINTENANCE AND SUPPORT**  
**between**  
**Orange County Auditor-Controller**  
**and**  
**CGI Technologies and Solutions Inc.**

This Amendment (“Amendment”) to Contract MA-003-11012413 for CAPS+ FS, CAPS+ HR and BRASS/PERFORMANCE BUDGETING (PB) Maintenance and Support Services (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures by and between Orange County Auditor-Controller, a political subdivision of the State of California (“County”) and CGI Technologies and Solutions Inc. (“Contractor” or “CGI”).

WHEREAS, County and Contractor executed the Contract, which is effective July 1, 2011 through June 30, 2021; and

WHEREAS, County and Contractor executed Contract number MA-003-13012150 for Professional services, Brass to Performance Budgeting Upgrade, effective June 25, 2013, to add additional Software, add additional Bundled Software Product and upgrade certain Bundled Software Product; and

WHEREAS, County and Contractor executed Amendment No. 1 to the Contract, effective June 4, 2014, to amend the services provided thereunder in light of upgrades to the software provided by the Contractor; and

WHEREAS, on October 6, 2015, through contract number MA-003-16010046, the Parties amended and restated the County’s perpetual, non-exclusive license, which was included as Attachment D (the “Proprietary Software License Agreement”) to MA-003-16010046, to use the software (the “Software”) that was the subject of the prior agreements between the County and the Contractor and amendments thereto, including contract number N1000009062, contract number N1000010903, contract number MA-003-13012150, and Proprietary Software License Agreement, dated June 25, 2013; and

WHEREAS, on October 6, 2015, the County and Contractor entered into Amendment No. 2 to purchase additional maintenance and support services for new and upgraded Software that the County had acquired from the Contractor pursuant to contract number MA-003-16010046; and

WHEREAS, on October 2, 2018, the County and Contractor entered into Amendment No. 3 to amend and restate the Proprietary Software License Agreement for the purpose of exchanging licensing Convey 1099 Bundled Software Product for CGI Advantage 1099 software at no additional cost to County; and

WHEREAS, the Parties have entered into contract number MA-003-20010753, for Professional Services, Advantage PB Upgrade, pursuant to which Contractor is delivering the Advantage Performance Budgeting (PB) Upgrade to the County; and

WHEREAS, the Parties desire to amend the Contract through this Amendment No. 4 to reflect that the software that Contractor is delivering to the County pursuant to MA-003-20010753 is subject to the terms and conditions of the Proprietary Software License Agreement as amended herein; and

WHEREAS, the Parties desire to amend the Contract through this Amendment No. 4 to upgrade and purchase certain Bundled Software Products and purchase additional CGI Advantage Software; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, and the Parties hereto agree as follows:

1. Proprietary Software License Agreement, Exhibit A:
  - a. With the exception of Exhibit A's attachments, which shall remain in full force and effect, Exhibit A of the Proprietary Software License Agreement set forth in Attachment E shall be deleted and replaced in its entirety with Attachment E, Exhibit A hereto, entitled, "Attachment E, Exhibit A, CGI Technologies and Solutions Inc., Proprietary Software License Agreement."
  
2. Attachment A, Scope of Work, to Amendment No. 3:
  - a. The following table is inserted in Paragraph 2 of Attachment A, entitled, "Scope of Work," and replaces the current table as well as the sentence, "The total maintenance fee shall be \$11,659,827.83 plus tax for the Advantage 3 Software for the period of July 1, 2011 –June 30, 2021." in its entirety:

| Maintenance Period        | Fin/info/Third Party | HR/Third Party | BRASS        | PB Third Party Software Changes with this Amendment 4 | Total                  |
|---------------------------|----------------------|----------------|--------------|---|------------------------|
| July 2011 - June 2012     | \$429,215.70         | \$435,522.18   | \$124,260.00 |   | \$988,997.88           |
| July 2012 - June 2013     | \$442,092.17         | \$448,587.85   | \$130,800.00 |   | \$1,021,480.02         |
| July 2013 - June 2014     | \$455,354.94         | \$462,045.48   | \$130,800.00 |   | \$1,048,200.42         |
| July 2014 - June 2015     | \$469,015.58         | \$475,906.85   | \$173,613.34 |   | \$1,118,535.67         |
| July 2015 - June 2016     | \$487,107.71         | \$490,184.05   | \$178,821.65 |   | \$1,156,113.41         |
| July 2016 - June 2017     | \$502,549.41         | \$504,889.57   | \$184,186.29 |   | \$1,191,625.27         |
| July 2017 - June 2018     | \$517,625.89         | \$520,036.26   | \$189,711.88 |   | \$1,227,374.03         |
| July 2018 - June 2019     | \$533,154.67         | \$535,637.35   | \$195,403.24 |   | \$1,264,195.26         |
| July 2019 - June 2020     | \$549,149.32         | \$551,706.47   | \$201,265.33 | \$19,426.53   | \$1,321,547.65         |
| July 2020 - June 2021     | \$565,623.80         | \$568,257.66   | \$207,303.29 | \$12,213.07   | \$1,353,397.82         |
| <b>Total for 10 Years</b> |                      |                |              |   | <b>\$11,691,467.42</b> |


3. Except as amended here, all other terms and conditions of the Contract shall remain unchanged, in full force and effect.

[signature page follows]


**SIGNATURES**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**Contractor\*: CGI TECHNOLOGIES AND SOLUTIONS INC.**

Dominic Boucher  
Print Name  
  
Signature

Vice President, Controller USEM  
Title  
12-03-2019  
Date

CINTIA RUNHA  
Print Name  
  
Signature

VICE PRESIDENT  
Title  
12-9-2019  
Date

\* Unless otherwise demonstrated that the person(s) executing this Contract on behalf of Contractor has the requisite authority to legally obligate and bind Contractor. If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

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**COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:**

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

Approved by Board of Supervisors on:

Date \_\_\_\_\_

**County of Orange, Office of the County Counsel**

APPROVED AS TO FORM:

  
Supervising Deputy County Counsel

Date Dec. 10, 2019

**Attachment E. Exhibit A**  
**CGI Technologies and Solutions Inc.**  
**Proprietary Software License Agreement**

1. **Licensed Software.** CGI is licensing to County the following computer software components, comprising the Software:

CGI Advantage Financial Management System including:

CGI Advantage Financial Management Base System  
Project and Grants Management (now part of CGI Advantage Financial Management Base System)  
CGI Advantage Treasury Accounting  
CGI Advantage Inventory Management  
CGI Advantage Asset Management  
CGI Advantage 1099 Reporting

CGI Advantage Human Resources Management System including:

CGI Advantage Human Resources Management Base System  
Position Control (now part of CGI Advantage Human Resources Management Base System)  
Benefits Administration (now part of CGI Advantage Human Resources Management Base System)  
Payroll Administration & Payroll Accounting Management (now part of CGI Advantage Human Resources Management Base System)

CGI Advantage Procurement Professional

CGI Advantage Performance Budgeting System including:

Salary and Benefits Forecasting (now part of CGI Advantage Performance Budgeting System)

CGI infoAdvantage

CGI OnBase Adapter (*for OnBase v15 and CGI Advantage Financial Management 3.10.0.1 and CGI Advantage Human Resources Management HRM 3.11 versions*)

County may use the source code for CGI Advantage components (exclusive of Bundled Software products) only to maintain and enhance the Software and for no other purpose. County may modify Software and Documentation and merge into other material to form derivative work for County's own use. Any portion of the Software or Documentation included in such a derivative work will continue to be subject to all terms of this Contract. Upon termination of the license for the Software, County will deliver to Contractor or destroy any portion of the Software or Documentation contained in any derivative works.

2. **Licensed Documentation.** The Specifications for the Software are as set forth in the documentation, which is available for download on the CGI website and which is collectively referred to in this Agreement as the "Documentation":

CGI will provide County access to its Documentation on the CGI website, <https://sc.cgi.com/solutionssupport/>.

Documentation 3rd third Party Software is available on the applicable website.

3. **License Type.** The Software is licensed to County on the following basis:

**Site License.** County is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage which is a server license. In the event of the failure of the computers at the listed location(s), County may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

1400 S. Grand Ave Santa Ana, CA 92705

**Server License.** County is permitted to use the Software on 6 CPU server(s).

Should County desire to use the Software for additional named users or at additional facilities, as the case may be, County may purchase additional licenses at CGI's then-current prices.

4. **Work That May Be Processed.** County may only use the Software to process County's own work. COUNTY MAY ONLY USE THE CGI infoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.
5. **License Fees.** The added and upgraded Bundled Software Products specified in Section 6 of this Exhibit are granted to County for a non-refundable License Fee of \$1,644.46. The Bundled Software Products are accepted by County upon execution of the Agreement. The License Fee is payable upon execution of this Agreement.
6. **Bundled Software Products.** Included in the license fees paid by the County are the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with Advantage Software. CGI is providing the following Bundled Software Products to County:

Adobe Central Pro – CPU & 10 Print locations – 2 *[Maintenance services cancelled as of July 1, 2016]*

Adobe Output Designer - 4 Named Users *[Maintenance services cancelled as of July 1, 2016]*

Adobe RoboHelp - 1 License

Business Object Dashboard & Performance Manager - 25 NUL - *[Maintenance Services cancelled in June 2012]*

Business Objects Desktop Intelligence (Thick Client) – 31 User license

Business Objects Enterprise Premium & WebIntelligence - 8 CPU restricted licenses

Business Objects Professional & WebIntelligence - 8 CPU restricted licenses

Convey 1099 - 5 Users, 20,000 Transactions *[Cancelled with Amendment No. 3]*

Delta XML - 1 Site License

Eclipse BIRT Engine – Production – 2-Core

Eclipse BIRT Engine – Non Production – 2-Core

*Unlimited copies of BIRT Designer are included with BIRT Modules*

IBM WebSphere Application Server Network Deployment (ND) - 4100 Processor Value Units (PVUs)

IBM Portal Express Server - 200

IBM WebSphere Application Server Network Deployment Sub-Capacity - 420 PVU  
*[Maintenance services will be cancelled in October 2020]*  
*[Governed by terms in Exhibit A.1 in Amendment 3]*

Micro Focus SVR for COBOL - <25,000 employees – 1 License  
Micro Focus SVR for COBOL Test - <25,000 employees – 1 License  
Micro Focus Server Express Developer - 1 Named User License

RedHat JBoss Enterprise Application Platform with Management Premium – Production – 2-core [see attached for End User License Agreement]  
RedHat JBoss Enterprise Application Platform with Management Premium – Non Production – 2-core *[Governed by Terms in Exhibit A.3 in Amendment 3]*

SAP Crystal Reports 2008 SP3 - 16 Licenses  
SAP Crystal Reports 2008 SP3 - 2 Licenses – *[Maintenance services cancelled June 2014]*

Versata Logic Studio - 6 Named user  
Versata Logic Server License - 1 Site license

#### **Bundled Software Products Added/Upgraded with this Amendment 4**

Trade in the following Actian v9 Licenses:

Actian Data Integrator Professional Engine, WIN Single-core - 1 license  
Actian Data Integrator Professional Engine, AIX 2-core - 4 licenses  
Actian Data Integrator Professional Engine AIX Single core - 3 licenses  
Actian Data Integrator Pro Developer – 9 User Licenses

Upgrade to Actian v11:

DataConnect 11 Flex Batch Engine, Production (Subscription) – 6 Engine  
DataConnect 11 Flex Batch Engine, Dev/Test (Subscription) – 1 Engine  
*(Dev/Test Subscription includes 5 named user developer licenses to be used with the Dev/Test engine)*  
*[Governed by Terms in Exhibit A.2 in Amendment 3]*

DataConnect 11 Flex Developer – 4 Named User Licenses

HighSoft – Highcharts – 2 Server Licenses

RedHat JBoss with Management – Premium – Production – 7 core  
RedHat JBoss with Management – Premium – Non-Production – 9 core

Redis Production – 1 Shared  
Redis Non-Production – 1 Shared

All rights of County in and to the Bundled Software Products referenced in this Section 6 of Exhibit A to this Attachment will be governed by the terms and conditions of this Agreement, unless otherwise specified above. In addition, the Software may contain or require the use of open source products; any such products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by County of the additional supplier terms and conditions attached to this Exhibit A may result in termination of County's right to use the applicable Third Party Products under this Agreement. Such termination, or changes in the Software which CGI

may make from time to time, may make it necessary for County to acquire, at its own expense, updated versions of the Bundled Software Products or alternative products designated by CGI. CGI does not itself give or make any warranty or indemnification of any kind with respect to the Bundled Software Products.