



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

CONTRACT #
MA-003-11012413
AMENDMENT TWO

AMENDMENT No. 2
to
CONTRACT 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").

WHEREAS, COUNTY and CONTRACTOR executed Contract number MA-003-11012413 CAPS+ FS, CAPS+ HR, and BRASS Maintenance and Support Services 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 Products and upgrade certain Bundled Software Products; and

WHEREAS, COUNTY wishes to amend the CONTRACT pursuant to this AMENDMENT to provide additional maintenance and support for the new and upgraded Software and Bundled Software Products for the remaining years of the CONTRACT; and

WHEREAS, all software maintenance and support provided under the CONTRACT shall be subject to license terms of CONTRACT MA-003-16010046 effective date 10/6, 2015;

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. Article 24, of the CONTRACT entitled "Payment – Invoicing Instructions," on pages 15 of 25 and 16 of 25, shall be replaced in its entirety with the following amended terms:

24. Payment – Invoicing Instructions: The contractor will provide a two-part invoice on the contractor's letterhead for maintenance services rendered. In the case of goods, the contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name and telephone number of contact for questions concerning invoice
4. Contractor's Federal ID number

5. Contract Agreement number (MA-003-11012413)
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

Payment shall be payable upon submission of invoice. Total Contract amount is a fixed fee amount in accordance with the schedule below. Invoice to be submitted to COUNTY as provided below. CONTRACTOR shall reference the CONTRACT number, MA-003-11012413, on invoice. Payment will be net 30 days after receipt of invoice in a format acceptable to the COUNTY and verified and approved by the Auditor-Controller and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services and/or goods not previously invoiced. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

CONTRACTOR shall extend to the COUNTY a discounted rate of increase of 3% annually for ten years for CAPS+ Financial and CAPS+ HR/Payroll maintenance. If the COUNTY terminates the CONTRACT prior to the end of the ten year term without cause as defined in Paragraph J, the COUNTY will pay the difference between the standard five years rate of increase (5%) and the discounted rate of increase (3%) for prior maintenance periods that the COUNTY paid for at the discounted rate of increase through the date of termination. BRASS maintenance will increase from Year 1 to Year 2 and 3. BRASS shall be replaced with Performance Budgeting (PB) for the remaining life of the contract.

Maintenance Period	Fin/info/ Third Party	HR/Third Party	BRASS	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
Maintenance Period	Fin/info/ Third Party	HR/Third Party	Performance Budgeting (PB)	Total
July 2014 - June 2015	\$469,015.58	\$475,906.85	\$173,613.24	\$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	\$1,302,121.12
July 2020 - June 2021	\$565,623.80	\$568,257.66	\$207,303.29	\$1,341,184.75
Total	\$4,950,889.19	\$4,992,773.72	\$1,716,164.92	\$11,659,827.83

2. An increase of \$30,412.21 shall be made to this CONTRACT with a new not to exceed amount of \$11,659,827.83.
3. Paragraphs 4 and 5 of the CONTRACT Attachment A, on pages 19 of 25, entitled "Software" and "License Agreement," shall be revised as indicated in the attached amended Attachment A.
4. Except as amended here, all other terms and conditions of this CONTRACT shall remain unchanged, in full force and effect.

SIGNATURES

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

Contractor*: CGI TECHNOLOGIES AND SOLUTIONS INC.

<u>HEIDI GREEN</u>	<u>VP Consulting Services</u>
Print Name	Title
<u>[Signature]</u>	<u>9/29/15</u>
Signature	Date

<u>Dominic Boucher</u>	<u>VP, Controller USEM</u>
Print Name	Title
<u>[Signature]</u>	<u>9/29/2015</u>
Signature	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.

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

<u>Alice Sinclair</u>	<u>DPA</u>
Print Name	Title
<u>[Signature]</u>	<u>10/6/2015</u>
Signature	Date
Approved by Board of Supervisors on:	Date <u>10/6/2015</u>

County of Orange, Office of the County Counsel

APPROVED AS TO FORM:

<u>[Signature]</u>	Date <u>Sept. 30, 2015</u>
Deputy County Counsel	

Attachment A

Scope of Work

Background History of Services:

Maintenance is performed to support all software licensed to the County for CAPS. CAPS is used to support the County's Financial Purchasing, and Human Resources Information Systems. With this Maintenance Services Contract, Contractor will assist County in the use of the Software described in Section 4 below, and provide County with all Enhancements to the Advantage Software. This Contract is limited to the Software listed below for the period specified in Section 1, Maintenance Period.

1. **Maintenance Period.** The Maintenance period is the period beginning July 1, 2011 and ending on June 30, 2021.

2. **Maintenance Fee.** The total maintenance fee shall be

Advantage 3 (July 1, 2011– June 30, 2021) **\$11,659,827.83** plus tax

Payable annually as stated in Section 24, Payment – Invoicing instructions of the Proprietary Software Maintenance Agreement. This cost may be adjusted if software is added or deleted during the term.

County may purchase maintenance services for the Software for subsequent Maintenance periods in which CGI is offering maintenance services at Contractor's then current rates.

3. **Maintenance**

A. Contractor's Standard Support and Maintenance Services provide the County with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

1. Internet access through our secure web site, **CGI Solutions Support Center (<https://sc.cgi.com/solutionssupport/>)**, to a variety of 24x7 support materials.
2. Help Desk Support with direct phone, email, and web support on the baseline products through the CGI County Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and **<https://sc.cgi.com/solutionssupport/>**, via our online support website.
3. Software incident corrections to the Software.
4. Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory

changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.

5. Enhancements to the Software are provided in new releases of the CGI Advantage solution.
6. Membership to the CGI Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of County issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

Contractor will support the following features of the CGI Advantage solution:

1. The system components that the County is currently contracted for and is paying maintenance on;
2. The third-party software component releases that are compatible with the currently supported version of the CGI Advantage solution;
3. The documented features of the CGI Advantage Software, as listed on the delivered on-line documentation and help files;
4. All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the CGI Advantage Software, that DO NOT include infrastructure or other programming code changes. Any County-specific configuration tables will not be supported.
5. Prioritizations of all issues and software incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the County's business operation. No workaround is immediately available and work using the Software can not continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the County's business operation. A workaround is available but is unacceptable on a long term basis.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the Software.

- B. At the expiration of the initial Maintenance Period stated in this Agreement, County may buy maintenance services for the Software for subsequent Maintenance Periods in which Contractor is offering maintenance services, at Contractor's then current prices. County may obtain such maintenance services only if (i) County has paid the maintenance fee for all prior Maintenance Periods; and (ii) County incorporates into the Software all releases, corrections, and Enhancements to the Software that Contractor has made available to County, no less than two minor software releases prior to current release.
 - C. All Enhancements and corrections to the Software and Documentation provided by Contractor pursuant to this Contract will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to County and are hereby licensed to County as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.
4. **Software.** The maintenance services under this Contract are provided with respect to the software licensed pursuant to the Proprietary Software License Agreement attached in Attachment D to Contract MA-003-16010046, including the following Advantage® 3 modules:
- Human Resources Management
 - Position Control
 - Benefits Administration
 - Payroll Administration & Payroll Accounting Management
 - Info Advantage Server Bundle for HR
 - Third Party Software Bundle for HR
 - Financial Management System
 - Project and Grants Management
 - Treasury Accounting
 - Inventory Management
 - Asset Management
 - Procurement Professional System

Info Advantage Server Bundle for Financial

Third Party Software Bundle for Financial

AMS Advantage BRASS (First three years)

Performance Budgeting (PB) (Remaining seven years)

5. **Proprietary Software License Agreement.** **All updates, upgrades or enhancements provided to the Software that have been provided under this Contract shall be subject to the perpetual, non-exclusive license agreements related to the Software, including but not limited to the Proprietary Software License Agreement attached as Attachment D to Contract MA-003-16010046.**