



**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 SIX**

**AMENDMENT No. 6**  
**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 ("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, on January 14, 2020, the County and Contractor entered into Amendment No. 4 to amend the Contract 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, and to upgrade and purchase certain Bundled Software Products and purchase additional CGI Advantage Software; and

WHEREAS, on October 22, 2020, the County and Contractor entered into Amendment No. 5 to correct the maintenance fee table in Article 24 and to include the cost for a one-time License Fee of \$1,644.46; and

WHEREAS, the Parties desire to amend the Contract through this Amendment No. 6 to extend the contract expiration date from June 30, 2021 to June 30, 2024, to cancel the software licenses that will no longer be needed by the County after June 30, 2021, and to remove the costs associated with the cancelled software licenses.

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

**24. Payment – Invoicing Instructions:** The total amount of this Contract shall not exceed \$15,416,170.72.

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 contract 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. 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. Payment 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 three percent (3%) annually for ten (10) years for CAPS+ Financial and CAPS+ HR/Payroll maintenance. If the County terminates the Contract prior to the end of the ten (10) year term without cause as defined in Paragraph J, the County will pay the difference between the standard five (5) years rate of increase (five percent (5%)) and the discounted rate of increase (three percent (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.

At the end of the ten (10) year maintenance period, the Contract shall be extended by three years and shall remain in effect through June 30, 2024 without any annual escalations. If the County terminates the contract prior to the end of the three-year extension without cause as provided by Paragraph J, the

County will pay the difference between the discounted rate and the standard three-year rate of increase (6.5% in year one, 5% in years two and three), for prior maintenance periods that the County paid for at the discounted rate through the date of termination.

The total Contract amount is a fixed fee in accordance with the following schedule:

Maintenance Period	Fin/info/ Third Party	HR/Third Party	BRASS/PB/ Third Party	Cancel InfoAdv Per Amendment 6	Cancel Business Objects Per Amendment 6	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	\$173,613.24	-	-	\$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	\$220,691.86	-	-	\$1,321,547.65
July 2020 - June 2021	\$565,623.80	\$568,257.66	\$221,160.82*	-	-	\$1,355,042.28
Maintenance Period	Fin/Info/ Third Party	HR/Third Party	PB/Third Party	Cancel InfoAdv Per Amendment 6	Cancel Business Objects Per Amendment 6	Total
July 2021 - June 2022	\$565,623.80	\$568,257.66	\$219,516.36	-\$64,603.15	-\$47,775.06	\$1,241,019.61
July 2022 - June 2023	\$565,623.80	\$568,257.66	\$219,516.36	-\$64,603.15	-\$47,775.06	\$1,241,019.61
July 2023 - June 2024	\$565,623.80	\$568,257.66	\$219,516.36	-\$64,603.15	-\$47,775.06	\$1,241,019.61
<b>Total</b>	<b>\$6,647,760.59</b>	<b>\$6,697,546.70</b>	<b>\$2,407,998.06</b>	<b>-193,809.45</b>	<b>-\$143,325.18</b>	<b>\$15,416,170.72</b>

\*The one-time license fee set forth in Amendment 5 of Exhibit A to Attachment E, as amended, of \$1,644.46 is included in these charges.


2. Paragraph 2, entitled "Maintenance Fee" on page 18 of 25, entitled "Maintenance Fee" and paragraph 4 on pages 19 and 20 of 25, entitled "Software" of Attachment A, entitled "Scope of Work," shall be revised as indicated in the attached amended Attachment A.
3. Attachment E, Exhibit A of Amendment No. 5 shall be revised as indicated in the attached amended Attachment E, Exhibit A.
4. Except as specifically amended herein, 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.**

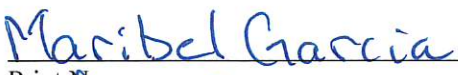

Surabhi Subramanyam	Vice President
Print Name	Title
	4/29/2021
Signature	Date

Dominic Boucher	Controller, United States Commercial and State Government
Print Name	Title
	5/3/2021
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:**

	Procurement Manager
Print Name	Title
	5-27-21
Signature	Date

Approved by Board of Supervisors on: \_\_\_\_\_ Date \_\_\_\_\_

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

APPROVED AS TO FORM:

	Date 5/3/2021
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, 2024.

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

Advantage 3 (July 1, 2011– June 30, 2024) **\$15,416,170.72.**

Payable annually as stated in Article 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:

<b>Severity</b>	<b>Definition</b>
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 (2) Supported Releases prior to the current release. "Supported Release" means a release of the CGI Advantage Software for which CGI is actively providing fixes pursuant to the CGI Advantage Software Support Policy.
- 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, as amended.
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.



**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 - *Maintenance Services cancelled as of July 1, 2021 in accordance with this Amendment 6 to the Contract*

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 licenses specified in Section 1 and Section 6 of this Exhibit A have been granted to County for License Fees previously paid.
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:

Action DataConnect 11 Flex Batch Engine, Production (Subscription) – 6 Engine  
 Action 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)  
 Action DataConnect 11 Flex Developer – 4 Named User Licenses  
 [Governed by Terms in Exhibit A.2 in Amendment 3]

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 [Maintenance Services cancelled as of July 1, 2021 with this amendment]  
 Business Objects Enterprise Premium & WebIntelligence - 8 CPU restricted licenses [Maintenance Services reduced to 2 CPU licenses as of July 1, 2021 with this amendment]  
 Business Objects Professional & WebIntelligence - 8 CPU restricted licenses [Maintenance Services cancelled as of July 1, 2021 with this amendment]

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*

HighSoft – Highcharts – 2 Server Licenses

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 - 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

RedHat JBoss Enterprise Application Platform with Management Premium – Non Production – 2-core

RedHat JBoss with Management – Premium – Production – 7 core

RedHat JBoss with Management – Premium – Non-Production – 9 core  
*[Governed by Terms in Exhibit A.3 in Amendment 3]*

Redis Production – 1 Shared

Redis Non-Production – 1 Shared

SAP Crystal Reports 2008 SP3 - 16 Licenses - *[Maintenance Services cancelled as of July 1, 2021 with this amendment]*

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

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.