



Contract Amendment

Two (2)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: Sungard Public Sector  
1000 Business Center Drive  
Lake Mary, FL 32746

Contract Software & Implementation Services for ERP  
Financial Software  
Contract No. 01134-10  
Effective Date 18-Feb-13

Awarded by Court Order No.: 2010-1005-12-13  
Contract Amendment Court Order No. 1: 2012-877-11-19  
Contract Amendment Court Order No. 2: 2013-107-02-18

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- 1. See Attached Sungard Public Sector Add-On Quote in the amount of \$67,166.
- 4. Total amount of Amendment is an addition of \$67,166.00 for a new total of \$2,263,890.00.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Sungard Public Sector

1000 Business Center Drive  
Lake Mary, FL 32746

*Raymond Perkey*  
SIGNATURE RAYMOND PERKEY  
TITLE: VICE PRESIDENT  
DATE: 03/04/13

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

*Michalyn Rains*  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: 2/19/13

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RECEIVED  
PURCHASING AGENT

**Quote Prepared By:**

Amanda Fauver  
1000 Business Center Drive, Lake Mary, FL 32746  
**Phone:** (407) 304-3922 **Fax:** (407) 304-4208  
**Email:** amanda.fauver@sungardps.com

<b>Quote #</b>	<b>Presented Date</b>	<b>Valid Until</b>
Q-00002342	1/4/2013	2/28/2013

**Quote Prepared for:**

**Account:** Collin County, TX CLLN  
**Contact:** Sara Hoglund, CPPB  
**Address:** 2300 Bloomdale, Suite 3160  
McKinney, TX 75071  
**Phone:** (972) 548-4104

**Third Party**

Qty	Product Code	Product Name	Service Type	Extended Price	Net Price
4	OS-Q8-AB5	Cognos BI: Adv Business Author Bundle	License Fee	24,960.00	24,960.00
4	OS-Q8-C5	Cognos BI: Café (Analysis For Excel) Author Bundle	License Fee	12,760.00	12,760.00
4	OS-Q8-P	Cognos BI: Professional	License Fee	11,760.00	9,996.00
4	OS-Q8-AB5	Cognos BI: Adv Business Author Bundle	Maintenance	4,800.00	4,800.00
1	OS-Q8-P	Cognos BI: Professional	Maintenance	1,880.00	1,880.00
4	OS-Q8-C5	Cognos BI: Café (Analysis For Excel) Author Bundle	Maintenance	2,400.00	2,400.00
2	COGNOS-TRAIN-MAX	Cognos BI: Onsite Training Package Bundle (MAX)	Prof Svc-Training	19,450.00	19,450.00
<b>Total:</b>				68,930.00	67,166.00

**Product Notes**

COGNOS-TRAIN-MAX:					
License Role	Training Title	Delivery	Duration	Cost (1,2)	
BI Administrator	IBM Cognos BI Administration		Online 2 days	\$725	
BI Administrator/BI Professional/BI Advanced Business Author	IBM Cognos BI Overview (including Cognos Connection)/IBM Cognos BI Business Insight		1 day-		Onsite
	IBM Cognos BI Business Insight Advanced		Onsite 2 days-		

IBM Cognos BI Report Studio Essentials	Onsite 2 days-
BI Enhanced Consumer	
IBM Cognos BI Overview (including Cognos Connection)/IBM Cognos BI Business Insight	Onsite
1 day \$9,000	
<b>TOTAL \$9,725</b>	<b>(Max of 12 students)</b>

<b>Third Party License Fees</b>
49,480.00
<b>Third Party Professional Services</b>
19,450.00
<b>Third Party Annual Maintenance (Starting Year Two)</b>
9,080

<b>Third Party License Fee Discount Amount</b>
1,764.00

<b>Total Discount Amount</b>
1,764.00

<b>Total License Fees and Professional Services (Excludes Maintenance)</b>
68,930.00
<b>Discount Amount</b>
-1,764.00
<b>Total</b>
67,166.00

**Payment Terms:**

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support

fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

### **Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and

services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**Collin County, TX**

Signature: Michalyz Rain Date: 2/19/13

Printed Name : Michalyz Rains