

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Eighth Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **September 17, 2019** in San Francisco, California, by and between **WAUSAU Financial Systems, Inc., 400 Westwood Drive, Suite 100, Wausau, WI 54401** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to amend the scope of work, increase the contract amount, and update standard contractual clauses; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 39254 – 18/19 on July 24<sup>th</sup>, 2019 and 4082 – 12/13 on August 27<sup>th</sup>, 2019;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated **June 27, 2011** between Contractor and City, as amended by the:

First Amendment,	dated June 20, 2014
Second Amendment,	dated December 31, 2014
Third Amendment,	dated May 27, 2015
Fourth Amendment,	dated November 22, 2016
Fifth Amendment,	dated May 3, 2017
Sixth Amendment,	dated May 15, 2018, and
Seventh Amendment	dated November 18, 2018

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the

Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 5.** Section “**Services Contractor Agrees to Perform**” of the Agreement currently reads as follows:

**5. Services Contractor Agrees to Perform.** Contractor agrees to perform the services provided for in Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, Appendix B-1 Rev 5, B Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, C and D attached hereto and incorporated by reference as though fully set forth herein

**Such section is hereby amended in its entirety to read as follows:**

**5. Services Contractor Agrees to Perform.** Contractor agrees to perform the services provided for in Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, Appendix B-1 Rev 6, B Rev 5, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, B-24, B-25, B-26, B-27, C and D attached hereto and incorporated by reference as though fully set forth herein.

**2b. Section 16.** Section 16(a) “**Payment; Compensation**” of the Agreement currently reads as follows:

**16. Payment.**

**a. Compensation.** The breakdown of costs associated with this Agreement appears in Appendices B Rev 4, B-1 Rev 5, B-1 Rev 6, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23 “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. Compensation for professional services performed by Contractor shall be made within thirty (30) days after an invoice has been submitted to City and the Treasurer concludes the services have been performed, in his or her reasonable discretion, in accordance with Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20 and A-21. Payments for maintenance of the System shall commence upon Live Use of the System, as defined in Section 16.b. below. In no event shall the amount of this Agreement exceed **six million eight hundred twenty-nine thousand and nine hundred sixty-nine dollars and no cents (\$6,829,969)**. No charges shall be incurred under this Agreement nor shall any payments received from Contractor and approved by the Treasurer as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of SMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

**Such section is hereby amended in its entirety to read as follows:**

## **16. Payment.**

**a. Compensation.** The breakdown of costs associated with this Agreement appears in Appendices B Rev 5, B-1 Rev 6, B-1 Rev 7, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, B-24, B-25, B-26, and B-27, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Compensation for professional services performed by Contractor shall be made within thirty (30) days after an invoice has been submitted to City and the Treasurer concludes the services have been performed, in his or her reasonable discretion, in accordance with Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, and A-25. Payments for maintenance of the System shall commence upon Live Use of the System, as defined in Section 16.b. below. In no event shall the amount of this Agreement exceed **seven million ten thousand and one hundred eighty dollars and no cents (\$7,010,180)**. No charges shall be incurred under this Agreement nor shall any payments received from Contractor and approved by the Treasurer as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of SMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

**2c. Appendix B-1 Rev 7.** Appendix B-1 Rev 7, "Investment Overview", as attached, is hereby added to the Agreement and hereby replaces Appendix B-1, Appendix B-1 Amended, Appendix B-1 Rev 2, Appendix B-1 Rev 3, Appendix B-1 Rev 4, Appendix B-1 Rev 5 and Appendix B-1 Rev 6.

**2d. Appendix B-2-Rev 6.** Appendix B-2-Rev 6, "Calculation of Charges Summary as of 9/12/19 and Maintenance Support", as attached, is hereby added to the Agreement and hereby amends Appendix B-2 Rev 4 and Appendix B-2 Rev 5.

**2e. The following Appendices, as attached, are being added to and incorporated by reference as though fully set forth herein:**

- a. Appendix A-22 – Scope of Work for Entertainment Commission Archive
- b. Appendix A-23 – Scope of Work for TTX Miscellaneous Small Works
- c. Appendix A-24 – Scope of Work for DBI Core Support for Accela
- d. Appendix A-25 – TTX Optima3 IMS Licensing
- e. Appendix B-24 - Calculation of Charges – Entertainment Commission Archive
- f. Appendix B-25 - Calculation of Charges – TTX Miscellaneous Small Works
- g. Appendix B-26 – Calculation of Charges – DBI Core Support for Accela
- h. Appendix B-27 – Calculation of Charges – TTX Optima3 IMS Licensing

**2f. Appendix A.** All references to Appendix A in the Agreement shall henceforth refer to Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24 and A-25.

**2g. Appendix B.** All references to Appendix B and Appendix B Amended in the Agreement shall henceforth refer to Appendices B Rev 5, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, B-24, B-25, B-26, and B-27.

**2h. Appendix B-1.** All references to Appendix B-1, Appendix B-1 Amended, Appendix B-1 Rev 2, Appendix B-1 Rev 3, Appendix B-1 Rev 4, Appendix B-1 Rev 5 and Appendix B-1 Rev 6 in the Agreement shall henceforth refer to Appendix B-1 Rev 7.

**2i. Appendix B-2 Rev 5.** All references to Appendix B-2 Rev 5 in the Agreement shall henceforth refer to Appendix B-2 Rev 6.

**2j. Distribution of Beverages and Water.** Section 69 is hereby added to the Agreement, as follows:

**69. Distribution of Beverages and Water.**

**69 a. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**69 b. Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**2k. Limitations on Contributions.** Section 42 is hereby replaced in its entirety as follows:

**42. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**21. Withholding.** Section 16e. (5) is hereby added to "Taxes" to read as follows:

**16e. (5) Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

WAUSAU Financial Systems, Inc.

DocuSigned by:  
*Tajel Shah*  
F45D3F78545F404...  
Tajel Shah  
Chief Assistant Treasurer  
Office of the Treasurer and Tax Collector

DocuSigned by:  
*Evan Zach*  
AGDB5F0F50G7477...  
Evan Zach  
Executive Director, Contract Strategy &  
Corporate Counsel  
Wausau Financial Systems, Inc.  
400 Westwood Drive, Suite 100  
Wausau, WI 54401

Approved as to Form:

City vendor number: 47821  
Supplier ID number: 0000008447

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Moe Jamil*  
DBDA121B4B35448...  
Moe Jamil  
Deputy City Attorney

Approved:

DocuSigned by:  
*Alaric Degrafinried*  
9AE44694D514E7...  
Alaric Degrafinried  
Director of the Office of Contract  
Administration, and Purchaser

## **Appendix A-22 Scope of Work Entertainment Commission Archive**

This Statement of Work ("SOW") is entered into as of the last signature date below ("SOW Effective Date") between Wausau Financial Systems, Inc., an Affiliate of Deluxe Financial Services, LLC, ("CONTRACTOR") and City and County of San Francisco ("City"), issued pursuant to and incorporates herein by reference the terms and conditions of City's existing master agreement between the parties dated June 27, 2011 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. In the event of a conflict between the terms of the Agreement and the terms contained within this SOW, this SOW shall control.

### **DESCRIPTION OF SERVICES**

#### **1. Project Description**

City has requested CONTRACTOR assistance to configure the existing Optima<sup>3®</sup> IMS system to allow City to scan and archive permit files for the Entertainment Commission department. CONTRACTOR will configure a Document Import Process ("DIP") to allow City to perform backfile processing of permitting files into the Optima<sup>3®</sup> IMS system. CONTRACTOR will also configure a scanning process to allow City to sweep in new permit files into the Optima<sup>3®</sup> IMS system. Both the DIP and sweep processes will include Batch Optical Character Recognition ("OCR"). Batch OCR is a highly accurate full-page character recognition package working with the scanning and DIP modules. Batch OCR creates text based renditions of image documents to facilitate search and retrieval.

City will provide and stage an application/processing server for Entertainment Commission that includes network connectivity to the existing Optima<sup>3®</sup> IMS system. Solution is for one (1) Production environment.

The project will consist of multiple phases; requirements gathering, implementation, and support for City as defined within the Customer Requirements Document ("CRD") created during the requirements gathering phase.

#### **2. CONTRACTOR Project Deliverables & Responsibilities**

- 1.1. Optima<sup>3®</sup> IMS Configuration in existing Production environment
  - 1.1.1. Configure one (1) new document type and required keywords as defined within the CRD for the permit file document
  - 1.1.2. License and install Batch OCR on one (1) server
  - 1.1.3. Configure one (1) new DIP process, including Batch OCR, for backfile processing
    - 1.1.3.1. Validate process by processing in two (2) sample files provided by City
  - 1.1.4. Configure one (1) new scan queue, including Batch OCR, to allow documents to be swept into the system
    - 1.1.4.1. Validate process by processing in two (2) sample documents provided by City
  - 1.1.5. Provide one (1) operational training session, informal knowledge transfer, during the period of application testing and live operations, for up to three (3) users, for one (1) operational shift
  - 1.1.6. Assumptions:
    - 1.1.6.1. All services will be performed remotely by CONTRACTOR
    - 1.1.6.2. Installation is in one (1) Production environment
    - 1.1.6.3. City will provide DIP files in the DIP supported format, no custom development has been included for this SOW
    - 1.1.6.4. City will complete the backfile processing on their timeline
- 1.2. Optima<sup>3®</sup> IMS Support
  - 1.2.1. Provide City support for the installed solution for up to two (2) weeks, up to ten (10) hours per week

## **SERVICE DELIVERY METHODOLOGY**

### **1. Project Governance**

CONTRACTOR will facilitate and oversee CONTRACTOR obligations for the engagement and provide a single point of contact for the Services under this SOW. This individual will perform the following project management services as part of this engagement:

- 1.1 Deliver and maintain primary project plan of activities and milestones for the engagement, incorporating City's project plans(s) into the primary project plan, as appropriate, for a single source of truth
- 1.2 Track and manage resolution of project issues, distribute documentation of issues to team
- 1.3 Monitor and control scope, schedule and cost applying formal change management process as necessary
- 1.4 Facilitate up to one (1) thirty (30)-minute weekly status call beginning upon completion of project discovery
- 1.5 Facilitate City transition to CONTRACTOR Support upon project completion

### **2 Project Discovery**

CONTRACTOR has submitted this SOW based upon the information provided by City and CONTRACTOR's current understanding of City's business and technical requirements. Following execution of this SOW, CONTRACTOR will facilitate a remote discovery meeting in collaboration with City to determine and define City's system and solution requirements and configuration specifications. CONTRACTOR will document these final requirements and present to City for approval before proceeding with the implementation of services in this engagement.

- 2.1 Create a (CRD) for review and approval

### **3 Project Timeline**

Upon execution of this SOW, CONTRACTOR and City will draft a mutually acceptable project timeline. That timeline will be further defined by the discovery process before being incorporated into the final project plan.

CONTRACTOR has presented the scope of this engagement as one continuous project effort. If both parties jointly determine that a phased approach is required, additional effort may be needed, and additional cost may apply.

### **4 Change Control**

Changes to the scope, schedule, resources, activities/deliverables, and/or other engagement items may result in any or all of the following: a change in dates, resources, activities, or price to City. No changes will be scheduled, initiated or authorized without the written consent of both parties' project managers.

## **GENERAL CONDITIONS**

The Services defined in this SOW are subject to the following conditions and assumptions. In the event that a condition identified below does not occur in the manner or within the timeframe described, it will necessitate that the parties agree upon a change to this SOW in writing.

1. Configurations, modifications, customizations, or effort to upgrade any of City's custom programs may result in additional charges.
2. Some rework is a natural occurrence within a project, which is accommodated by including an allowance within this SOW associated with remediation of issues related to configurations, customizations, or custom code. Accordingly, any such work effort specific to this engagement will be billable to City.
3. Delays due to the unavailability of equipment, systems, software, key City personnel or other City resources that are not within the direct control of CONTRACTOR could impact the project/schedule and may result in changes to this SOW to be agreed upon by the parties in writing.
4. All work defined within this SOW will be scheduled to be completed during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM City local time, unless otherwise specified in this SOW. Any request for



off-hours or weekend work will be handled via changes to this SOW to be agreed upon by the parties in writing and may be charged at a premium rate.

5. All software will be considered in production upon the earlier of: a) the date that it begins live use at City's site ("live use" shall mean that the software and hardware is processing City's work in a production environment), or b) the date that it is tested, configured and ready to be used in production at City's site.
6. CONTRACTOR's certification process is based on specific versions of operating systems, database systems and third-party software. CONTRACTOR acknowledges that City may be leveraging virtual and cloud-based systems to run CONTRACTOR applications and solutions. CONTRACTOR supports CONTRACTOR application software on City-configured virtual environments. Similar to other system and operating environment software, CONTRACTOR does not support the City-configured virtual environments. In almost all cases, the virtualization of the environment is invisible to the CONTRACTOR software and operates without issue. However, in the case of an issue operating within a virtual environment, it is City's responsibility to provide expertise regarding its unique environment including, but not limited to: networking, security, anti-virus protection, and the virtual server software. If City chooses to operate in a virtual environment and issues arise that are believed to be attributable to the virtual environment, CONTRACTOR may request City create a test configuration in a non-virtual environment as part of issue resolution.
7. CONTRACTOR may provide City with an electronic copy of Software documentation, manuals and/or training materials ("Documentation"). If City modifies the Documentation for distribution to its employees and/or City, CONTRACTOR hereby disclaims all liability and responsibility for such modifications and for the accuracy and effectiveness of the Documentation as modified. City will be solely responsible for any errors in or misuse of the Software to the extent resulting from the modified Documentation and will hold CONTRACTOR harmless for any and all liability arising out of a third party claim regarding the use of the modified Documentation by any party, where such third party claim would not have occurred but for such modification.

## CITY PROJECT ROLES & RESPONSIBILITIES

City will complete the following responsibilities related to this SOW:

1. Assign a single point of contact responsible for the detailed aspects of this SOW from City's perspective, with the authority to authorize changes regarding scope, activities, and associated changes in cost. Delays in authorizing changes may directly impact project schedule, resource availability and cost.
2. Make engagement team members available as mutually agreed in the project plan and provide requirements information for this engagement on a timely basis.
3. Ensure completion of all City-scheduled activities as required by this engagement and in accordance with the mutually agreed project plan, to include predecessor events that CONTRACTOR is dependent upon to continue or complete CONTRACTOR's scheduled activities.
4. Ensure that all hardware and software provided by City complies with minimum requirements as defined by CONTRACTOR in the City requirements document (CRD). At the time scheduled for installation, ensure that City system infrastructure is functioning in a consistent manner, allowing reasonable uptime and performance during scheduled hours. If City-supplied system software and/or hardware are not functioning in accordance with CONTRACTOR's recommended architectural and hardware specifications, the environment is considered non-compliant and any warranty is null and void. Any effort that is required by CONTRACTOR to attempt to configure the software to work in that non-compliant environment is new scope and subject to the change control process.
5. Schedule and lead all host processor and third-party vendor activities, as required.
6. Provide CONTRACTOR appropriate access for required configuration, testing, troubleshooting, and training, to include after-hour scheduling, if necessary.
7. Conform to CONTRACTOR supplied standard web-based connection for project and maintenance purposes.
8. **Project-specific City Responsibilities**
  - 8.1. Provide all requirements, specifications, and layouts necessary to define the deliverables in this project
  - 8.2. Provide requested samples of documents and files necessary for Discovery and project activities in CONTRACTOR supported format
  - 8.3. Provide an application/processing server provided by Central IT for Entertainment Commission with connectivity to the existing Optima<sup>360</sup> IMS system
  - 8.4. Resolve issues related to City network and security configurations prior to CONTRACTOR configuration
  - 8.5. Configure user group permissions in Optima<sup>360</sup> IMS
  - 8.6. Complete backfile processing on City's timeline
  - 8.7. Create and/or update desired user/admin documentation
  - 8.8. Responsible for replication and validation of a Disaster Recovery environment, if applicable

## **SOW PRICING AND BILLING**

All Services specified in this SOW will be provided according to the Conditions set forth herein and for the Fixed Price amount included in the Investment Overview accompanying this SOW. If additional scope is defined at any time during the project, City can agree to fund the additional scope via written agreement with CONTRACTOR, or to revert back to the scope defined in this SOW.

## **ACCEPTANCE**

### **1. CRD Acceptance**

City will approve all solution specifications by signing the final CRD. City will have five (5) business days from the date the CRD is received to approve the specifications. In the event that City has taken no action within five (5) business days, City is deemed to have accepted the CRD.

### **2. UAT Acceptance**

During creation of the project plan, both parties will mutually agree to the UAT period and acceptance requirements necessary for City to validate the solution as defined in this SOW and confirmed in the CRD. Acceptance of the solution shall be provided by City prior to use in production.

### **3. Engagement Acceptance**

The criteria for engagement acceptance are based on the standard product and system operating requirements combined with the specifications defined in the CRD. Upon successful attainment of the scope of work of this SOW, City acknowledges approval by signing the Delivery Acceptance Certificate ("DAC"). The DAC will be used to signify that all activities or deliverables of this SOW have been submitted and approved as complete.

City will have ten (10) business days from date of transmission of the DAC to approve the engagement. In the event that City has taken no action within the ten (10) business days, City is deemed to have accepted the engagement as satisfactorily completed. If an engagement is not approved, City will submit a detailed written description of why the engagement was rejected and attach to the DAC. CONTRACTOR will review the City's document to determine if corrective action is required and respond to the City engagement sponsor for resolution. CONTRACTOR will consider and correct only those items that are identified in writing as being not approved and that are in direct conflict with the CRD, SOW or Order Agreement.

## Appendix A-23 Scope of Work TTX Miscellaneous Small Works

This Statement of Work ("SOW") is entered into as of the last signature date below ("SOW Effective Date") between Wausau Financial Systems, Inc., an Affiliate of Deluxe Financial Services, LLC, ("CONTRACTOR") and City and County of San Francisco ("City"), issued pursuant to and incorporates herein by reference the terms and conditions of City's existing master agreement between the parties dated June 27, 2011 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. In the event of a conflict between the terms of the Agreement and the terms contained within this SOW, this SOW shall control.

### Description of Services

#### 1. Business Objective

City has requested CONTRACTOR assistance to make ImageRPS® and Optima<sup>3</sup>® IMS system updates for a number of miscellaneous items for Bureau of Delinquent Revenue/CSS. Some of the requested updates are due to City's Treasury and Tax department changing from the current CICSP collection software to TaxSys. The miscellaneous items that CONTRACTOR shall provide assistance with are listed within the CONTRACTOR Project Deliverables & Responsibilities section of this SOW.

The project will consist of requirements gathering, implementation, User Acceptance Testing ("UAT"), and one (1) go-live event as defined within the Customer Requirements Document ("CRD") created during requirements gathering.

#### 2. CONTRACTOR Project Deliverables & Responsibilities

##### 1.3. Custom Development

- 1.3.1. Modify the current BDR host file program format to be the following pipe delimited layout; change is to remove the current Packet Indicator A3 field:

Position Order	Field Name	Value	Notes
1	Client Number	RP S Stub Acct 6 (A6)	Alphanumeric
2	Client Reference Number	RPS stub Acct 5 (A5)	Numeric
3	Debtor Number	RPS Stub Acct 1 (A1)	Numeric
4	Amount	Applied Amount	2 positions, implied decimal
5	Effective Date	Receive Date	MMDDCCYY
6	Batch ID	RPS Batch ID	Numeric
7	Sequence Number	Sequence in Batch	Numeric
8	Consolidation Date	Date of Consolidation	MMDDCCYY

##### 1.4. ImageRPS® Updates in Test, Test 2, and Production Environments

- 1.4.1. Install updated BDR host file Reformatter program  
 1.4.2. Install updated Business Tax host file program Wfs.Reformatter.BusinessTax.dll  
 1.4.2.1. Changes to Business Tax host file program include right justification of the Sequence Number (field #6)  
 1.4.2.2. WAUSAU's stored code version 6.0.1.3 of the Business Tax host file program already includes right justification of the Sequence Number. If additional updates are needed WAUSAU and Client will address with change control.  
 1.4.3. Update Cust\_BDR Reformatter table so all payments report onto XMIT1.dlq file  
 1.4.4. Update ARMS Database to accept pipe delimited file  
 1.4.5. Configure a new Business Tax import file to import into existing Client 14, includes setup of one (1) new document group

- 1.4.5.1. Assumes CONTRACTOR will create a new document group by copying an existing document group and use existing Cortac workflows
  - 1.4.5.2. Assumes CONTRACTOR will create a new document group by copying an existing document group and use existing Wires workflows
  - 1.4.5.3. Assumes the import file will have all of the fields needed to populate the non-scanline stubs
  - 1.4.5.4. File specifications will be discussed during discovery and documented in the CRD, CONTRACTOR assumes file is similar to Cortac files
  - 1.4.6. Configure a new UPP import file to import into existing Client 12, includes setup of one (1) new document group
    - 1.4.6.1. Assumes CONTRACTOR will create a new document group by copying an existing document group and use existing Cortac workflows
    - 1.4.6.2. Assumes CONTRACTOR will create a new document group by copying an existing document group and use existing Wires workflows
    - 1.4.6.3. Assumes the import file will have all of the fields needed to populate the non-scanline stubs
    - 1.4.6.4. File specifications will be discussed during discovery and documented in the CRD, CONTRACTOR assumes file is similar to Cortac files
  - 1.4.7. Update Inline Exceptions to send small wires to the Secured Exceptions queue when rejected
    - 1.4.7.1. Create one (1) new reject reason
    - 1.4.7.2. Adjust the sus\_rej to reflect the new reject reason
    - 1.4.7.3. CONTRACTOR and City will determine if a new document group will need to be created during discovery. If a new document group needs to be created, CONTRACTOR will dd one (1) new document group 54 based on document group 53 for Client 20
  - 1.4.8. Configure Inline Exceptions for client 12/22, this will be similar to that of Secured where a dropdown will allow the user to choose a tran code
  - 1.4.9. Provide one (1) operational/admin user training session, informal knowledge transfer (train-the-trainer), during the period of application testing, for up to three (3) users, for one (1) operational shift on application updates
  - 1.4.10. Assumptions:
    - 1.4.10.1. All work shall be performed remotely
    - 1.4.10.2. No changes required for:
      - 1.4.10.2.1. Payment rules/logic
      - 1.4.10.2.2. Daily upload schedules
      - 1.4.10.2.3. File names (N&A, Host File)
      - 1.4.10.2.4. Document id's
- 1.5. Optima<sup>36</sup> IMS Updates in Test, Test 2/Development, and Production Environments
- 1.5.1. Update Inline Exceptions to send small wires to the Secured Exceptions queue when rejected
    - 1.5.1.1. Client 20, Document Group 54
  - 1.5.2. Configure workflow changes:
    - 1.5.2.1. Correspondence Queues – Reorganization of existing queues to include additional routing and the ability to assign work by collector/investigator
      - 1.5.2.1.1. Triage – Add ability to assign the collector via a dropdown menu
      - 1.5.2.1.2. Corro Review – Allow user to filter by name
        - 1.5.2.1.2.1. Tasks – Complete or redirect to another business section (send to other business unit)
          - 1.5.2.1.2.1.1. Need to add separate queue's for Legal and Compliance sections
    - 1.5.2.1.3. Completed Items Queue
  - 1.5.2.2. Check Control
    - 1.5.2.2.1. Add queue for Legal and Compliance sections (include all existing tasks already in CC workflow)
- 1.5.3. Configure Inline Exceptions for client 12/22, this will be similar to that of Secured
  - 1.5.3.1. Assumes any data validation is performed within ImageRPS<sup>®</sup>. Documents and data to be keyed in exceptions are already part of City's existing ImageRPS<sup>®</sup> payment process. Additional documents/field configuration would need to be addressed using change control.
- 1.5.4. Configure one (1) new reject letter via Document Composition, format is TBD during discovery
- 1.5.5. Update the TTX – Reject Letters Workflow
- 1.5.6. Provide one (1) operational/admin user training session, informal knowledge transfer (train-the-trainer), during the period of application testing, for up to three (3) users, for one (1) operational shift on application updates

- 1.5.7. Assumes all work shall be performed remotely
- 1.6. UAT Support
  - 1.6.1. Provide remote ImageRPS® UAT support within City's Test and Development environments for up to four (4) weeks, up to four (4) hours per week
  - 1.6.2. Provide remote Optima<sup>3</sup>® IMS UAT support within City's Test environment for up to four (4) weeks, up to four (4) hours per week
  - 1.6.3. Assumes non-dedicated resources
  - 1.6.4. Assumes City will perform UAT of Test and Test 2/Development environments in parallel
- 1.7. Go-Live and Post-Production Support
  - 1.7.1. Create a production cut-over task list and review with City
  - 1.7.2. ImageRPS® and Optima<sup>3</sup>® IMS updates made to Production environment shall be done after hours
  - 1.7.3. Provide remote post-production ImageRPS® support within City's Production environment for up to one (1) week, up to four (4) hours
  - 1.7.4. Provide remote post-production Optima<sup>3</sup>® IMS support within City's Production environment for up to one (1) week, up to four (4) hours
  - 1.7.5. Assumes non-dedicated resources for post-production support

## **Service Delivery Methodology**

### **1. Project Governance**

CONTRACTOR will facilitate and oversee CONTRACTOR obligations for the engagement and provide a single point of contact for the Services under this SOW. This individual will perform the following project management services as part of this engagement:

- 1.1 Deliver and maintain primary project plan of activities and milestones for the engagement, incorporating City's project plans(s) into the primary project plan, as appropriate, for a single source of truth
- 1.2 Track and manage resolution of project issues, distribute documentation of issues to team
- 1.3 Monitor and control scope, schedule and cost applying formal change management process as necessary
- 1.4 Facilitate up to one (1) sixty (60)-minute weekly status call beginning upon completion of project discovery
  - 1.4.1 Includes up to three (3) CONTRACTOR resources
- 1.5 Facilitate City transition to CONTRACTOR Support upon project completion

### **2 Project Discovery**

CONTRACTOR has submitted this SOW based upon the information provided by City and CONTRACTOR's current understanding of City's business and technical requirements. Following execution of this SOW, CONTRACTOR will facilitate a remote discovery meeting in collaboration with City to determine and define City's system and solution requirements and configuration specifications. CONTRACTOR will document these final requirements and present to City for approval before proceeding with the implementation of services in this engagement.

- 2.1 Create a (CRD) for review and approval

### **3 Project Timeline**

Upon execution of this SOW, CONTRACTOR and City will draft a mutually acceptable project timeline. That timeline will be further defined by the discovery process before being incorporated into the final project plan.

CONTRACTOR has presented the scope of this engagement as one continuous project effort. If both parties jointly determine that a phased approach is required, additional effort may be needed, and additional cost may apply.

### **4 Change Control**

Changes to the scope, schedule, resources, activities/deliverables, and/or other engagement items may result in any or all of the following: a change in dates, resources, activities, or price to City. No changes will be scheduled, initiated or authorized without the written consent of both parties' project managers.

## **General Conditions**

The Services defined in this SOW are subject to the following conditions and assumptions. In the event that a condition identified below does not occur in the manner or within the timeframe described, it will necessitate that the parties agree upon a change to this SOW in writing.

1. Configurations, modifications, customizations, or effort to upgrade any of City's custom programs may result in additional charges.
2. Some rework is a natural occurrence within a project, which is accommodated by including an allowance within this SOW associated with remediation of issues related to configurations, customizations, or custom code. Accordingly, any such work effort specific to this engagement will be billable to City.
3. Delays due to the unavailability of equipment, systems, software, key City personnel or other City resources that are not within the direct control of CONTRACTOR could impact the project/schedule and may result in changes to this SOW to be agreed upon by the parties in writing.
4. All work defined within this SOW will be scheduled to be completed during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM City local time, unless otherwise specified in this SOW. Any request for off-hours or weekend work will be handled via changes to this SOW to be agreed upon by the parties in writing and may be charged at a premium rate.
5. All software will be considered in production upon the earlier of: a) the date that it begins live use at City's site ("live use" shall mean that the software and hardware is processing City's work in a production environment), or b) the date that it is tested, configured and ready to be used in production at City's site.
6. CONTRACTOR's certification process is based on specific versions of operating systems, database systems and third-party software. CONTRACTOR acknowledges that City may be leveraging virtual and cloud-based systems to run CONTRACTOR applications and solutions. CONTRACTOR supports CONTRACTOR application software on City-configured virtual environments. Similar to other system and operating environment software, CONTRACTOR does not support the City-configured virtual environments. In almost all cases, the virtualization of the environment is invisible to the CONTRACTOR software and operates without issue. However, in the case of an issue operating within a virtual environment, it is City's responsibility to provide expertise regarding its unique environment including, but not limited to: networking, security, anti-virus protection, and the virtual server software. If City chooses to operate in a virtual environment and issues arise that are believed to be attributable to the virtual environment, CONTRACTOR may request City create a test configuration in a non-virtual environment as part of issue resolution.
7. CONTRACTOR may provide City with an electronic copy of Software documentation, manuals and/or training materials ("Documentation"). If City modifies the Documentation for distribution to its employees and/or City, CONTRACTOR hereby disclaims all liability and responsibility for such modifications and for the accuracy and effectiveness of the Documentation as modified. City will be solely responsible for any errors in or misuse of the Software to the extent resulting from the modified Documentation and will hold CONTRACTOR harmless for any and all liability arising out of a third party claim regarding the use of the modified Documentation by any party, where such third party claim would not have occurred but for such modification.

### City Project Deliverables & Responsibilities

City will complete the following responsibilities related to this SOW:

1. Assign a single point of contact responsible for the detailed aspects of this SOW from City's perspective, with the authority to authorize changes regarding scope, activities, and associated changes in cost. Delays in authorizing changes may directly impact project schedule, resource availability and cost.
2. Make engagement team members available as mutually agreed in the project plan and provide requirements information for this engagement on a timely basis.
3. Ensure completion of all City-scheduled activities as required by this engagement and in accordance with the mutually agreed project plan, to include predecessor events that CONTRACTOR is dependent upon to continue or complete CONTRACTOR's scheduled activities.
4. Ensure that all hardware and software provided by City complies with minimum requirements as defined by CONTRACTOR in the City requirements document (CRD). At the time scheduled for installation, ensure that City system infrastructure is functioning in a consistent manner, allowing reasonable uptime and performance during scheduled hours. If City-supplied system software and/or hardware are not functioning in accordance with CONTRACTOR's recommended architectural and hardware specifications, the environment is considered non-compliant and any warranty is null and void. Any effort that is required by CONTRACTOR to attempt to configure the software to work in that non-compliant environment is new scope and subject to the change control process.
5. Schedule and lead all host processor and third-party vendor activities, as required.
6. Provide CONTRACTOR appropriate access for required configuration, testing, troubleshooting, and training, to include after-hour scheduling, if necessary.
7. Conform to CONTRACTOR supplied standard web-based connection for project and maintenance purposes.
8. **Project-specific City Responsibilities**
  - 8.1. Provide all requirements, specifications, and layouts necessary to define the deliverables in this project

- 8.2. Provide resources to assist CONTRACTOR with preliminary high-level testing
- 8.3. Create and execute test plan, test all inputs, processes, and outputs
- 8.4. Create and/or update desired user/admin documentation
- 8.5. Complete UAT and post-production validation with within agreed-upon timeline
- 8.6. Responsible for replication and validation of a Disaster Recovery environment, if applicable

**SOW Pricing and Billing**

All Services specified in this SOW will be provided on a Time and Materials (T&M) basis. CONTRACTOR has estimated 295 hours to complete the work described in the terms of this SOW. Any additional hours needed will require a change order and updated payment schedule. In the event that City does not approve the additional time and materials effort, work will stop once the approved funds are exhausted. This may result in work not being completed.

CONTRACTOR will provide City with periodic reporting, the frequency of which must be agreed upon by the parties, of actual project time used and estimated time to complete the project as compared to the estimate of effort found in this SOW. City may then assess the impact to cost and evaluate, with CONTRACTOR, any necessary changes to future planned activities, which must be agreed upon by the parties in writing via the change control process. Hours previously-spent that City disputes will be addressed through the dispute resolution process as defined in the Agreement.

Total Estimate Not to Exceed without City Approval	295 Hours
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Activity/Role	Standard Rate
Professional Services (e.g. Project Management, Business Requirements, Implementation)	\$210/hour
Program Management, Solution Consultant, Programming and Development	\$250/hour
Weekend or Off-hour Efforts	\$315/hour

**Acceptance**

**1. CRD Acceptance**

City will approve all solution specifications by signing the final CRD. City will have five (5) business days from the date the CRD is received to approve the specifications. In the event that City has taken no action within five (5) business days, City is deemed to have accepted the CRD.

**2. UAT Acceptance**

During creation of the project plan, both parties will mutually agree to the UAT period and acceptance requirements necessary for City to validate the solution as defined in this SOW and confirmed in the CRD. Acceptance of the solution shall be provided by City prior to use in production.

**3. Engagement Acceptance**

The criteria for engagement acceptance are based on the standard product and system operating requirements combined with the specifications defined in the CRD. Upon successful attainment of the scope of work of this SOW, City acknowledges approval by signing the Delivery Acceptance Certificate ("DAC"). The DAC will be used to signify that all activities or deliverables of this SOW have been submitted and approved as complete.

City will have ten (10) business days from date of transmission of the DAC to approve the engagement. In the event that City has taken no action within the ten (10) business days, City is deemed to have accepted the engagement as satisfactorily completed. If an engagement is not approved, City will submit a detailed written description of why the engagement was rejected and attach to the DAC. CONTRACTOR will review the City's document to determine if corrective action is required and respond to the City engagement sponsor for resolution. CONTRACTOR will consider and correct only those items that are identified in writing as being not approved and that are in direct conflict with the CRD, SOW or Order Agreement.

## Appendix A-24 Scope of Work DBI – CORE Support for Accela

This Statement of Work (“SOW”) is made and entered into pursuant to and subject to the terms and conditions of the WAUSAU Financial Systems, Inc. Master Agreement entered into effective June 27, 2011 (“Agreement”) between Wausau Financial Systems, Inc. (“CONTRACTOR”) and City and County of San Francisco (“City”). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

### SOLUTION/SERVICES DESCRIPTION

#### 1. Project Description

CONTRACTOR shall provide up to one hundred (100) Time and Materials hours of Professional Services to support City with the integration of iPayments with Accela, specific to CORE Business Technologies iPayments work, within City’s Department of Building Inspection (DBI) Test environment. Project scope excludes work within ImageRPS® and Optima3® IMS applications.

The desired Accela integration process flow is as follows:

- Accela user begins the permitting process and upon reaching the payment point, launches iPayment passing a CAP ID
- iPayment performs application level authentication to Accela
- iPayment uses the CAP ID and Accela web services to retrieve the permit and permit fee information
- iPayment takes payment on the permit
- iPayment updates Accela using their web services (make payment then apply payment)
- Accela user continues the remainder of the permitting process

#### 2. CONTRACTOR Project Deliverables & Responsibilities

- a. Project Management
  - i) Deliver and maintain project plan of activities and milestones.
  - ii) Track and Manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.
  - iii) Monitor and control project scope, schedule and cost using CONTRACTOR Change Control process if necessary.
  - iv) Facilitate up to one (1) 30-minute project status call each week for the duration of the project, beginning upon completion of the discovery meeting.
    - a. CONTRACTOR has estimated an eight (8) week project duration
  - v) Any activity and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
  - vi) Facilitate City transition meeting to CONTRACTOR Customer Care.

#### 3. CORE Business Technologies iPayment Deliverables & Responsibilities within City’s Test Environment

- a. Requirements Gathering/Customer Requirements Document
  - i. Conduct a remote requirements review meeting based on the City DBI provided technical specifications as shared during the pre-sales activities. This requirements meeting is to discuss any questions based on the already provided artifacts. The following has been provided by City DBI:
    1. Modify makePayment
      - (ii) Pass Payor information (from actual payment/tender)
        - i. Pass Payor Name into “payee”
        - ii. Add below information into “paymentComment”
          1. Anything previously pushed into paymentComment
          2. Payor Name: [payorName from iPayment]
          3. Payor Address: [payorAddress from iPayment]
          4. Payor City: [payorCity from iPayment]
          5. Payor State: [payorState from iPayment]



6. Payor Zip: [payorZip from iPayment]
  7. Phone: [payorPhone from iPayment]
  8. Payor Email: [payorEmail from iPayment]
  9. Any additional information from Payor info iPayment
2. Add SetID as an intake parameter to iPayment Search Screen
    - (ii) Will only use RecordID OR SetID (never both)
      - i. If search by RecordID – then existing code already in place “getFeeltemInvoiceByCapID”
      - ii. If search by SetID – then use “getFeeltemInvoiceBySetID” (A set is just a group of multiple CapIDs)
  3. Process makePayment to Accela per iPayment tender (iPayment to decide distribution of payments across Invoices)
    - (ii) iPayment not allowed to do partial payments. Every invoice selected must be paid in full with however many tenders required
  - ii. Create a Project Specifications document and review with City for approval. This document will serve as the Customer Requirements Document (“CRD”)
- b. Configure, customize, test, install and train the iPayment system, its components, modules and enhancements, in accordance with the project schedule contained within the final version of the CRD
    - i. On-site implementation services (four (4) days on-site with one (1) travel day) (Customer responsible for travel expenses)
    - ii. Perform basic testing of functionality prior to City User Acceptance Testing using a City supplied script
    - iii. On-site training services (four (4) days on-site with one (1) travel day) (Customer responsible for travel expenses)
    - iv. Remote support during customer User Acceptance Testing (UAT) (five (5) days off-site)
  - c. Assumes all integration described in this SOW will be completed by CORE Business Technologies

#### 4. City Roles & Responsibilities

- a. City will appoint an executive sponsor for this engagement. The role of the executive sponsor includes ensuring that appropriate level of necessary and identified resources, including funding, exists within City to complete this engagement.
- b. City will designate and identify a single point of contact, normally its project manager, at the onset of this engagement. This person will function as City’s management representative for this project and will be responsible for the detailed aspects of this SOW from City’s perspective. This person will have the authority to authorize changes with CONTRACTOR regarding scope, activities, and associated changes in cost.
- c. City will make available subject matter expert resources for each project phase and engagement team members to participate in the gathering of requirements prior to and during the scheduled onsite Discovery Meeting, as well as any remote Discovery-related meetings. This includes third party resources as well as the City internal resources.
- d. City and, as needed, any contracted third-party vendors will provide prior to and during the Discovery meeting complete and accurate technical specifications with the related business rules. Delayed delivery of the technical specifications and the business rules, as well as incomplete, implied, ambiguous, or conflicting technical specifications and business rules will impact the project schedule and will create Change Control.
- e. City’s responsibilities include the management and supervision of City work activities for the project. The City project manager will schedule and make available personnel resources as mutually agreed upon and as incorporated into the project work plan. The City project manager will ensure completion of all City-scheduled activities as required by this engagement, to include predecessor events that CONTRACTOR is dependent upon in order to continue or complete CONTRACTOR’s scheduled engagement activities.
- f. City will provide requirements information requested for this engagement in a timely manner as required by the CONTRACTOR project manager.

- g. City will provide internal subject matter expert resources and engagement team members to participate in the gathering of requirements and configuration specifications.
- h. Schedule and lead all host processor and third party vendor activities.
- i. City will provide CONTRACTOR appropriate access to facilities equipment, including servers, cables, server rooms, switches on-site, and the access to the facility for required configuration, testing, trouble-shooting, and training, to include after-hour scheduling, if necessary.
- j. City will establish, test, and maintain all network connections and transmissions.
- k. City will install and maintain virus protection for the installed hardware and/or software to maintain a virus-free system. Maintain current backups of all software.
- l. City will conform to one of the remote support connection methods that CONTRACTOR and/or CORE supports for project and maintenance purposes. The approved connection methods are VPN Client Connection, LAN to LAN connection, and Web-Based Connection, and will include: encrypted end points, one-way trusted communication (CONTRACTOR to City), and full CONTRACTOR IT management of all systems used to support the project
- m. City will provide requested samples of documents necessary for Discovery and for testing.
- n. City will create and execute a User Acceptance Test Plan (“UATP”) for all locations as well as any integration, regression, downstream or other third-party testing.
- o. City will resolve issues related to City network and security configurations.
- p. City will report all deficiencies as determined during system testing and provide at a minimum of ten (10) business days for correction by CORE. This is not intended to imply that all corrections will take ten (10) business days to correct. CORE is responsible for all items identified as assigned and documented in the Project Specification document.
- q. City will complete user acceptance testing within one (1) week.
- r. City will create desired user documentation.

**5. Project Timeline/Milestones**

- a. Upon execution of this SOW, CONTRACTOR and City will agree upon a mutually acceptable project timeline, which will be further defined and solidified by the CRD/discovery process, and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

Sequence	Milestone
1	Statement of Work signed by both parties.
2	Down payment received, if required per Order Agreement payment terms.
3	Order processed within CONTRACTOR
4	CONTRACTOR Delivery Services team assigned (CONTRACTOR Project Manager contacts the City within seven (7) business days.
5	Requirements gathering session facilitated by CORE project team
6	Customer Requirements Document (CRD) created
7	Customer Requirements Document (CRD) reviewed with City
8	Customer Requirements Document (CRD) revised by CONTRACTOR, if needed
9	Customer Requirements Document (CRD) signed by City and returned to CONTRACTOR and CORE. Requirements complete.
10	CORE delivers changes in test environment
11	User Acceptance Testing lead by the City
12	Approval of UAT by the City
13	Project closure & knowledge transfer to Contractor Customer Care using the Customer Requirements Document (CRD), the Statement of Work (SOW), and any related Discovery artifacts.

**6. SOW Pricing and Billing**

- a. CONTRACTOR shall provide all Services specified in this SOW on Time and Materials basis as provided in the Investment Overview accompanying this SOW. If additional scope is defined at any time during the project, City can agree to fund the additional scope through approved change control, or to revert back to the scope defined in this SOW.

**7. Change Control**

- a. CONTRACTOR shall endeavor to accommodate any requests beyond the scope of this engagement as defined in the engagement plan. Changes to the scope, schedule, resources, activities, and/or other engagement items may be proposed at any time by either party. Any change to the engagement scope or schedule may result in a change in dates, resources, activities and/or price to City.
- b. Both City and CONTRACTOR project managers for this engagement shall serve as change management representatives. No changes will be initiated or authorized without the written consent of both CONTRACTOR's and City's change management representatives.
- c. Any change request by either party must first be submitted in writing to the other party on the CONTRACTOR change control form. The receiving party will acknowledge receipt of the change control form in writing within two (2) business days of receipt. Within five (5) business days of such acknowledgement of receipt, the receiving party will notify the submitting party in writing whether the receiving party agrees to the proposed change. If such notice is not given within the specified time period, the change will be deemed to be rejected by the receiving party.
- d. If both parties agree to a change request, CONTRACTOR shall evaluate the change request in terms of schedule and price impacts, and shall provide City with a revised written estimate of both. CONTRACTOR shall provide a written estimate to the City within five (5) business days of the date that both parties agree to a change request. If providing the written estimate requires substantial planning or engineering work to be performed by CONTRACTOR, CONTRACTOR shall supply City with a written estimate of this planning/engineering work before proceeding. All planning or engineering work performed by CONTRACTOR relative to change requests initiated by City are chargeable to City at a rate in accordance with CONTRACTOR's standard rates at the time of the evaluation.
- e. Upon receipt of the written estimate, City will evaluate the changes in schedule/price, and will either accept or decline in writing within five (5) business days. In the event of acceptance, the revised agreed upon change control form and the schedule/price will be signed and will become an addendum to the SOW. In the event of non-acceptance, both parties will either agree to proceed with a new change request or to discard the change request completely. If City does not accept or decline in writing within the specified time limit, the change request will be deemed to be declined by City.

**8. General Conditions**

- a. CONTRACTOR has relied on the following conditions, and any conditions specified above, for this engagement in establishing the pricing for this project. In the event that a condition identified below does not occur in the manner or within the timeframe described, it will necessitate change control.
- b. CONTRACTOR has based this estimate on its completion of work as one continuous project effort. If CONTRACTOR and City jointly determine that a phased approach is required to implement the work of the project, additional effort may be needed and additional cost may apply.
- c. Delays due to the unavailability of equipment, systems, software, key City personnel or other City resources are not within the direct control of CONTRACTOR, could impact the project/schedule, and may result in change control.
- d. The estimated project completion time does not contemplate additional City testing requirements. Additional City testing requirements may require a phased approach to implement the work of the project and/or an increase in effort needed. The parties will use the change control process to determine an estimate of the extra effort and cost to aid in that determination.
- e. CONTRACTOR has based this SOW upon CONTRACTOR's current understanding of City's business and technical requirements, and the project is bound in scope by the contents of this SOW.
- f. All software and hardware will be considered to be in production upon the earlier of:
  - (i) the date that it begins live use at City's site ("live use" shall mean that the software and hardware is processing City's work in a production environment), or
  - (ii) the date that it is tested, configured and ready to be used in production at City's site.

- g. CONTRACTOR's certification process is based on specific versions of operating systems, database systems and third party software. When operated in a virtual environment (e.g. VMware®), there could be limitations imposed by the environment, in addition to potential subtle environmental differences. CONTRACTOR acknowledges that City is leveraging virtual configurations to run CONTRACTOR applications and solutions. CONTRACTOR supports CONTRACTOR application software on City-configured virtual environments. CONTRACTOR does not support the City-configured virtual environments, nor does CONTRACTOR test, warrant or represent that CONTRACTOR software will operate in those environments. It is City's responsibility to provide expertise in regards to its unique environment including but not limited to: networking; security; anti-virus protection; and if using a virtual environment, the virtual server software. CONTRACTOR strongly recommends that City's desiring to run the CONTRACTOR solution in a virtual environment thoroughly test the solution prior to putting it into production and recognize they must be self-sufficient in providing virtual environment expertise during the implementation and troubleshooting. If City chooses to operate in a virtual environment and issues arise that are believed to be caused from the virtual environment, CONTRACTOR may request City re-create the environment in a non-virtual environment.
- h. The effort estimated in this SOW includes an estimated amount of time for issue resolution, as applicable. Modifications, additional customizations, or effort to upgrade any of City's custom programs is not included in City's annual maintenance and may result in additional charges.
- i. If no documentation modification provision is set forth in the Agreement, the following documentation modification provision will apply: CONTRACTOR may provide City with an electronic copy of the Software documentation, manuals and/or training materials ("Documentation"), subject to the following terms and conditions:
  - (i) In the event that City modifies the Documentation for distribution to its employees and/or City's, CONTRACTOR hereby disclaims all liability and responsibility for such modifications and for the accuracy and effectiveness of the Documentation as modified. The parties agree that City will be solely responsible for any errors in or misuse of the Software to the extent resulting from the modified Documentation. City agrees to hold CONTRACTOR harmless for any and all liability arising out of a third party claim regarding the use of the modified Documentation by any party, where such third party claim would not have occurred but for such modification.
  - (ii) City assumes all responsibility for the content of the Documentation as modified by City. Although CONTRACTOR acknowledges that not all features and functions of the Software are made available to City, City further assumes the responsibility for keeping the Documentation current with CONTRACTOR product releases to the extent that such releases are provided to City and to the extent that such releases are applicable to the Software being utilized by City.
- j. All work defined within this SOW shall be scheduled to be completed during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM local time unless otherwise specified in this SOW. Any request for off-hours or weekend work will be handled via the change control process and may be charged at a premium rate.

## 9. Acceptance Criteria

- a. City will approve all hardware and/or software specifications by signing the CRD. City will have ten (10) business days from the date the CRD is received from CONTRACTOR to approve or disapprove the specifications. In the event that the City has taken no action within ten (10) business days, City is deemed to have accepted the CRD.
- b. Delivery Acceptance Certificate
  - (i) The Criteria for Engagement Acceptance is the last section of the CRD and defines the process and criteria for the City's acceptance of the installed and/or delivered systems, products and services at the completion of the work for the respective phase or entire engagement. It is based on the standard product and system operating requirements combined with configuration specifications defined in the CRD. Upon successful attainment of the criteria, City acknowledges approval by signing the Delivery Acceptance Certificate.
  - (ii) City will sign the Delivery Acceptance Certificate when all high priority issues are resolved. A high priority issue is one that prevents the solution from being put into production and is without an acceptable workaround. All high priority issues with acceptable workarounds are re-categorized as medium priority. With respect to all medium and low priority issues, the parties will mutually agree to a plan of resolution that permits such issues to be resolved after project closure.

- (iii) The City will have ten (10) business days from date of transmission of the Delivery Acceptance Certificate to approve the engagement or phase. In the event that the City has taken no action within the ten (10) business days, City is deemed to have accepted the engagement or phase activities as satisfactorily completed.
- (iv) In the event that an engagement or phase is disapproved, the City will submit a detailed written description of why the engagement or phase was rejected and attach to the Delivery Acceptance Certificate. CONTRACTOR senior management will review the City's document with the CONTRACTOR project manager to determine if corrective action is required and respond to the City engagement sponsor for resolution. CONTRACTOR will consider and correct only those items that are identified in writing as being disapproved and that are in direct conflict with the CRD, SOW or Investment Overview.
- vii) The final Delivery Acceptance Certificate will be used to signify that all activities or deliverables have been submitted and approved and the engagement or phase is complete.

**Appendix A-25**  
**Scope of Work**  
**TTX Optima3 IMS Licensing**

Under the Agreement, the Office of the Treasurer & Tax Collector (TTX) acquired software and licenses for Optima3@IMS. Since the implementation, TTX has utilized the system as a mechanism to archive documents and develop digital workflows to improve business processes. TTX intends to further utilize the system to continue its efforts to build upon the current applications and workflows and expand the utilization of the system. This will require funds to purchase software licenses as the department expands its user base.

**Appendix B-1 Rev 7  
Investment Overview**

<b>City &amp; County of San Francisco Investment Overview</b>		
<b>Software, Third Party Software, Hardware and Services</b>		
<b>Description</b>	<b>Qty</b>	<b>Total Investment</b>
SOFTWARE		
Transport Controller		
Windows XP for Track Controller	-1	-
Common API Software	-1	4,200.00
Quantum Video Documentation	-1	-
Deposit 24/7		
Deposit 24/7 License 1-50	-2	1,300.00
Simplex Scanning	-1	5,000.00
RPS Application File/MICR/NSF/Name & Address DB Server		
ARCserve Backup r15 Client Agent for Windows	-1	418.00
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		-
Cashiering Database Server		
ARCserve Backup r15 for Windows	-1	819.00
Cashiering Software		
CORE iPayment Revenue Portal - iCashiering	1	75,000.00
Managed Service Gateway	1	4,875.00
RPS Reformatter/IDT		
Customer Existing Software	1	-
RPS Reformatter/IDT Subtotal		-
RPS OPEX		
Customer Supplied Software	2	-
RPS CAR/LAR/IQA System		
IMAGERPS Image Quality Assurance other REC	1	12,000.00
OrboCAR Accura (enterprise wide)	1	11,672.00
RPS ACH		
EPICWare Annual Fee	1	10,260.00
RPS Retail Only Volume License		
ImageRPS Retail Only Vol Lic + Productivity	1	52,425.00
RPS Base Application Software		
Hypersoft and Nuance software	8	4,000.00
3rd Party Custom Import into ImageRPS <3M	1	12,500.00
ImageRPS Workgroup Database - 5 User	1	3,790.00
ImageRPS Enterprise Database - Media	1	-
Server Enterprise 5 user license bundle	1	550.00
ImageRPS Workgroup DB - Additional User	8	2,480.00
MAVRO Software		

Mavro Custom Module	1	37,150.00
Virtual Batch <2.5M Annual Volume	1	10,000.00
MavBridge OPEX Release Script	1	7,500.00
Check Perfing	1	10,750.00
Check Image Enhancement	1	10,750.00
IMS Archive/Deposit 24/7 Acceptance Server		
A2iA CAR/LAR Licenses 100,000 items/yr	-1	750.00
Risk Monitoring - Acceptance V3.3 <10,000 item/day	-1	3,000.00
Acceptance V3.3 10,001 - 25,000 items/day	-1	25,000.00
A2iA CAR/LAR Licenses 100,000 items/yr	-1	750.00
Disaster Recovery CAR/LAR/OQUA Dongle	-1	350.00
ARCserve Backup r15 - Tape Library Option	-1	1,051.00
ARCserve Backup r15 for Windows	-1	819.00
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
ARCserve Backup r15 Client Agent for Windows	-1	418.00
ARCserve backup - open file option	-1	-
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		-
IMS Base Application Software		
Exceptions/Return Query API Ent License	1	2,500.00
Concurrent Client (1-100) Each	10	12,000.00
Concurrent Client (1-100) Each	43	51,600.00
Multi-User Database-single Institution(RPS s	1	5,000.00
Open SQL Server 2008 Standard Edition Single process	2	14,342.00
Web Services Toolkit	-1	15,000.00
Workflow Concurrent Client SL (1-20)	7	14,000.00
Workflow Concurrent Client SL (1-20)	13	26,000.00
Workflow Concurrent Client SL (21-50)	5	8,000.00
Verification Report Notification Micro-Appli	1	-
DVD Authoring	-1	2,000.00
Workflow Workstation Client SL (1-20)	1	1,250.00
Configuration Migration Utility	1	-
Unity Tool Kit	1	15,000.00
Automated Indexing	1	10,000.00
Web Server	1	10,000.00
Production Documet Imaging (First Station)	1	5,000.00
ICR Support for Full Page OCR and Automated Indexing	1	5,000.00
Encrypted Disk Groups	1	10,000.00
StatusView	1	-
Unity Client Server	1	10,000.00
Symantec Ghost Solution Suite - (2.5) Media	1	28.00
Symantec Ghost Solution Suite - (v2.5) 25-49	35	1,120.00
Symantec Ghost Solution Suite - (v2.5) 25-49	-7	224.00
I-net Support		
SYMANTEC pcAnywhere Host & Remote v. 12.5	1	200.00
Customer Existing Software	1	-
ECM Paperless Software		



Integration for eSignature solution	1	15,000.00
IMS Business Process Automation		
Workflow/WorkView Concurrent Client SL (1-20)	5	13,500.00
Workflow/WorkView Named User Client SL (1-20)	1	1,700.00
IMS Client Modules		
Concurrent Client (1-100) Each	10	12,000.00
Named User Client (1-100) Each	60	36,000.00
IMS Imaging and Capture Modules		
Production Documet Imaging (ISIS) (Additional Stations)	1	2,000.00
Bar Code Recognition Server	1	5,000.00
IMS Business Process Automation		
Workflow Concurrent Client SL (21 - 50)	4	7,200.00
Workflow/WorkView Concurrent Client SL (1-20)	1	2,700.00
Workflow/WorkView Named User Client SL (1-20)	1	1,700.00
IMS Content Management		
EDM Services	1	5,000.00
Office Business Application for 2010 Each QTY 1-100 (Concurrent)	30	3,000.00
Web Server	1	10,000.00
IMS Email		
Integration for Microsoft Outlook 2013	1	5,000.00
IMS Integration		
Enterprise Application Enabler	1	50,000.00
IMS Import Processing		
COLD/ERM	1	10,000.00
Document Import Processor	1	5,000.00
RPS Base Software		
RPS Upgrade to 6.00.1x	1	-
RPS Software		
Productivity Suite License for up to 2.5M annual volume	1	6,750.00
Credit for existing Mavro software licensing	1	
IMS Software for Upgrade and Enhancements		
PDF Framework License	1	3,000.00
Outlook Integration 2016	1	5,000.00
THIRD PARTY SOFTWARE		
RPS Application File/MICR/NSF/Name & Address DB Server		
Windows Server 2008 w/IIs	-1	1,200.00
Cashiering Application Server		
Windows Server 2008 w/IIs	-1	1,200.00

Cashiering Database Server		
Windows Server 2008 w/IIs	-1	1,200.00
Cashiering Software		
Bad Check Module	1	12,500.00
Cashiering through WFS Interface using CORE	1	25,000.00
Image RPS Integration	1	21,000.00
Fit Gap Services	1	7,500.00
IMS Archive/Deposit 24/7 Acceptance Server		
Windows Server 2008 w/IIs	-1	12,000.00
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
Windows Server 2008 w/IIs	-1	1,200.00
IMS Web/Redirector Server (Intranet Only)		
Windows Server 2008 w/IIs	-1	1,200.00
RPS Software		
Hypersoft and Nuance Software	7	3,500.00
Progress AppServer Enterprise 1 user license - Registered	20	2,400.00
Progress Enterprise Database - 5 user	1	6,030.00
Progress Enterprise Database - Additional User	15	11,025.00
Progress V11.x Upgrade - Media	1	100.00
Credit for existing Progress Workgroup software licensing	1	(4,433.00)
Orbograph CAR/LAR		
Orbograph Accura XV	1	12,256.00
		(8,754.00)
IMS-Concurrent Client (1-100) each	31	43,400.00
IMS-Concurrent Client (101-200) each	16	19,200.00
IMS-Workflow/Workview Concurrent Client SL (1-20)	17	49,300.00
IMS-Office Business Application for 2016 (Concurrent) Each, (1-100)	2	200.00
IMS-Integration for Microsoft Outlook 2016	1	5,000.00
IMS-Document Retention	1	10,000.00
IMS-PDF Framework	1	3,000.00
IMS-Workflow/Workview Concurrent Client SL (21-50)	7	16,800.00
IMS-Workflow/Workview Named User Client SL (1-20)	5	9,000.00
IMS Software Licenses (Appendix B-19 to be specified and ordered via change control)		15,000.00
<b>HARDWARE</b>		
Burroughs NDP300 Quantum Sorter		
NDP 300 Quantum (Standup)	-1	19,995.00
Upstream Front JPEG - HI Res	-1	3,970.00
Upstream Rear JPEG	-1	3,450.00
Rear Injet Endorser	-1	2,790.00

E138 MICR Reader	-1	2,995.00
Upstream Front CCITT	-1	3,450.00
Upstream Rear CCITT	-1	3,450.00
Upstream Front Image	-1	15,000.00
Upstream Rear Image	-1	10,000.00
135dpm E13B Encoder	-1	1,595.00
Secondary Merge Feeder	-1	3,495.00
12 Pocket Module	-1	6,595.00
Large Capacity Hopper	-1	6,000.00
Burroughs SmartSource Adaptive Full Page Scanner		
SmartSource Adaptive Series Full Page	1	1,940.00
SSP1-RGR Ranger SS Pro/Value Inbuilt	1	-
Adaptive - OCR option	-1	119.00
Opex		
OPEX AS7200i	1	51,495.00
MICR Reader for AS7200	1	2,750.00
Barcode Suite (1-D)	1	810.00
ScanLink (APO 3600Link)	1	3,000.00
Opex RED72 - Mill Cutter	1	24,950.00
Opex RED72 - Internal Printer and Software	1	1,155.00
Opex Rapid Extraction Decks 72-Hydraulic Height	1	2,750.00
OPEX Falcon RED Base Unit	1	38,100.00
MICR Reader Plus for the Falcon	1	4,850.00
Rear Inkjet for Falcon	1	550.00
72 RED w\ Mill Cutter	1	28,950.00
Barcode Suite (1-D)	1	860.00
Model 72 Motorized Adjustable Height Table	1	2,500.00
Internal Printer & Software	1	1,155.00
ScanLink Lite (API 3600 Link Lite)	1	920.00
Multi-Page Type ID Assist Tower	1	1,050.00
Racks & Stations		
HP Rack 10642 G2 Pallet - Rack - carbon, metallic	-1	1,300.00
HP Stageworks MSL2024 Ultrium 1760 - Tape library	-1	6,459.00
HP TFT7600 - KVM console - rack-mountable	-1	1,680.00
HP - Rack shelf - graphite - 1U	-1	125.00
HP UPS R3000 - UPS (Rack Mountable)	-1	1,366.00
HP UB Interface Adapter	-1	125.00
HP - Rack fan kit (110 V) - graphite	-1	320.00
HP Low Voltage Modular Power Distribution Unit Zero	-1	355.00
HP Server Console Switch 0x2x8 - KVM switch PS/2	-1	800.00
HP - Rack side panel - metallic graphite - 42U - 19	-1	370.00
Transport Controller		
Track Controller	-1	2,500.00
PCI-TCP PCBA	-1	1,000.00
Touch Panel Monitor	-1	1,495.00
Deposit 24/7		
HP Compaq 8000 Elite	-2	1,798.00

Digital Check TS230-65	-2	1,426.00
20 HP Monitor	-2	250.00
Networking		
Cisco Catalyst 2960 48 Port 10/100 Ethernet Switch	-1	2,495.00
Remote Printers		
Lexmark T 650n - printer	2	1,858.00
RPS Application File/MICR/NSF/Name & Address DB Server		
HP ProLiant DL380 G6 Base - Server - rack-mount	-1	3,049.00
HP HE Gold Power Supply - Power supply - hot-plug	-1	249.00
HP Dual Port Enterprise - Hard Drive - 300GB - hot	-4	2,276.00
Cashiering Application Server		
HP ProLiant DL160 G6 Special Server	-1	3,549.00
HP Warranty	-1	558.00
HP Entry HD 160GB 3.5 Internal SATA 300/7200	-3	327.00
Cashiering Database Server		
HP ProLiant DL380 G6 Entry - Server - rack-mount	-1	2,289.00
HP Power cable - IEC 320 EN 60320 C13 NEMA 5-15	-1	15.00
HP - Disk Drive - DVD +- RW - 8x - Serial ATA	-1	135.00
HP Controller	-1	220.00
HP Ultrium Universal Cleaning Cartridge - LTO	-1	114.00
HP HD 4x	-4	1,324.00
HP Stagetworks Ultrium 920 - LTO Tape Drive	-1	2,149.00
RPS Reformatter/IDT		
20 HP Monitor	-1	125.00
HP Compaq 8000 Elite	-1	899.00
Cashiering Workstation		
HP 505B - Athlion II X2 220 2.8GHz	-61	26,108.00
20 HP Monitor	-61	7,625.00
Bar Code Scanner	11	3,069.00
Ingenico PIN Pad	-61	36,295.00
Electronic Cash Drawer with cable	61	15,960.00
Electronic Cash Drawer w/ cable	-5	1,425.00
Receipt Validation Printer	61	82,824.00
Receipt Validation Printer	-5	7,395.00
Secure Keyboard Device	11	4,345.00
Secure Keyboard Device	45	17,775.00
OCR Scanner	-11	16,445.00
RPS Image Display Terminals		
HP Compaq 8000 Elite	-3	2,697.00
20 HP Monitor	-3	375.00
RPS Productivity Solution		
HP Compaq 8000 Elite	-1	899.00
20 HP Monitor	-1	125.00

SMARTSCASymbol LS 2208 Barcode Scanner - wired	1	207.00
RPS Interface/Deposit 24/7 Controller		
HP Compaq 8000 Elite	-1	899.00
20 HP Monitor	-1	125.00
RPS Queue		
HP Compaq 8000 Elite	-1	899.00
20 HP Monitor	-1	125.00
RPS CAR/LAR/IQA System		
HP Compaq 8000 Elite	-1	899.00
20 HP Monitor	-1	125.00
RPS Report and MICR Printer		
Lexmark T 650n - printer	2	1,858.00
IMS Archive/Deposit 24/7 Acceptance Server		
HP HD 4x	-8	2,648.00
HP ProLiant ML350 G6 - Server - tower	-1	3,799.00
HP Stagetworks Ultrium 1760 - Tape Drive -LTO	-1	2,799.00
HP Smart Array P 212/Zero Memory Controller	-1	205.00
Electronic HP Care Pack 4-Hour 24.7 Same Day	-1	543.00
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
HP ProLiant ML350 G6 - Server - tower	-1	3,799.00
Electronic HP Care Pack 4-Hour 24.7 Same Day	-1	543.00
HP HD 4x	-5	1,655.00
IMS Web/Redirector Server (Intranet Only)		
HP ProLiant DL380 G6 Base - Server - rack-mount	-1	3,049.00
Customer Supplied Hardware	1	-
HP Dual Port Enterprise - Hard Drive - 146GB	-2	1,058.00
IMS DVD Writer Station		
HP Compaq 8000 Elite	-1	899.00
20 HP Monitor	-1	125.00
New HP PC's		
8200E CMT C15/3.1 4GB 500GB DVDR W7P 64 SBY	11	9,889.00
P3405 A6/2.7 2GB 250GB DVD W7P 32 SBY	14	7,700.00
S1933 18.5IN LCD MON 1366 x 768 5MS VGA SBY	25	3,000.00
HP Promo 8200 Elite SFF	20	15,800.00
HP Promo LA2306x Widescreen LED LCD	20	4,340.00
IMS Base Application Software		
System Hasp	-1	167.00
IMPLEMENTATION		
Initial Implementation Professional Services		
Professional Services Time and Material	1	436,970.00
Adjusted Professional Services Time and Material		574,163.00

Adjusted Professional Services Time and Material 10/21/16		
Adjusted Professional Services Time and Materials 3/30/17		1,223,607.00
Customer Support Site Support Hourly - \$185/hour	1	
Implementation Professional Services Change Control for New Scope		
ECC1 Import Files		1,850.00
ECC3 Payment Code		5,180.00
ECC4 Non-Cash Transactions		9,250.00
ECC4 DBI CORE Training		6,000.00
ECC5 In-Line Exceptions		12,950.00
ECC6 DBI Interface		1,480.00
ECC13 DBI CORE Training		370.00
ECC17 DBI Configurations/GL		40,515.00
ECC22 Home Banking Import		2,960.00
ECC25 FIS Import File Modifications		1,360.00
ECC26 Training - CORE, ImageRPS and Optima3 IMS		39,750.00
ECC27 DBI GL Account Length		1,710.00
ECC28 Moscone Expansion District		7,850.00
ECC1 (410) Automated Indexing/Web CI		17,575.00
ECC16 (410) Legacy Data		9,250.00
ECC17 (410) Property/License Workflow		1,110.00
ECC20 (410) Encrypted Disk Groups/Status View Configuration		1,110.00
ECC21 (410) Automated Indexing Modification		1,850.00
ECC22 (410) Check Control Workflow		1,850.00
ECC28 (310) Adding new payment Type		7,850.00
ECC33 (310) Water Batch Number Assignment		2,220.00
ECC34 (310) Property Testing Host/Payment File Modifications		2,220.00
ECC36 (310) Total Amount Due Field Modification in ImageRPS		2,220.00
Other Professional Miscellaneous Professional Services	1	10,669.00
REM Process Wire Payments through RPS and change Bank Acct		50,783.00
SERVICES		
Deposit 24/7		
Remote Capture Deployment Program 1-99	-1	-
TS215/TS320 24 Month Factory Exchange Replacement	-2	-
Electronic HP Care Pack 4-hour Same Business Day	-2	198.00
RPS Application File/MICR/NSF/Name & Address DB Server		
Electronic HP Care Pack 4-hour Same Business Day	-1	837.00
Cashiering Database Server		
Electronic HP Care Pack 4-hour Same Business Day	-1	837.00
Electronic HP Care Pack - Extended Service	-1	1,460.00
RPS Reformatter/IDT		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
Cashiering Workstation		
Electronic HP Care Pack 4-hour Same Business Day	-61	6,039.00

Spare in the Air Program	-61	11,956.00
RPS Image Display Terminals		
Electronic HP Care Pack 4-hour Same Business Day	-3	297.00
RPS Productivity Solution		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
Mavro Professional Services	7	10,500.00
Mavro Daily PS	8	12,800.00
Mavro Daily PS	10	16,000.00
Mavro Daily PS	1	1,600.00
RPS Interface/Deposit 24/7 Controller		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
RPS Queue		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
RPS CAR/LAR/IQA System		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
RPS ACH		
EPICWare Setup	1	1,240.00
IMS DVD Writer Station		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
New HP PC's Warranty Service		
CARE PACK 3YR 9x5 4HR DC5100 DC7600 INCL MON	25	2,475.00
IMS Services		
IMS Standard Database Service	1	2,960.00
Professional Services	40	7,400.00
Professional Services		
CORE Installation Services	99	148,500.00
CORE Installation Services	-59	88,500.00
Base Installation Services	1	35,000.00
Training		
Tech Level 2: Administration Basics Training in Mosinee	-5	15,000.00
Tech level 1: end user basics	3	7,500.00
IMS Training		
Tech Level 2: Administration Basics Training in Mosinee	-2	6,000.00
Burroughs Services		
Burroughs Field Installation Services Actual Cost Billed	1	790.00
Training		
System Administration Training - On site plus T&E - Customer training	1	16,800.00

DBI Accela Integration		
RPS iCashiering - CORE Professional Services	1	41,450.00
Professional Services Time & Material	1	18,500.00
ASR Professional Services		
Professional Services Time and Material	1	24,975.00
TTX Professional Services		
OPEX Falcon RED Professional Services	1	7,215.00
Appendix B21 - Professional Services - Additional System Enhancements to Software for Municipal Transit Authority, NSF CityBase Automation, 1st New Client Setup and CityBase Import File	1	125,800.00
Appendix B22 - Professional Services - TTX Hyland Consultation	1	56,550.00
Appendix B23 - Optima3 IMS Licensing		
Concurrent Client (101-200) each	5	6,000.00
Named User Client (1-100) each	13	9,100.00
Workflow/WorkView Concurrent Client SL (21-50)	10	24,000.00
ShareBase - Annual Fee up to 50 End Users (assume 36 month term)	1	18,000.00
Appendix B24 - Entertainment Commission		
Concurrent Client (101-200) each	4	4,800.00
Named User Client (1-100) each	1	700.00
Production Document Imaging (Kofax or TWAIN) Additional Station	1	3,000.00
Batch OCR	1	1,500.00
Professional Services	1	28,665.00
Appendix B25 - Miscellaneous Works		
Professional Services	1	61,950.00
Appendix B26 - DBI Core support for Accela		
Professional Services	1	59,950.00
Appendix B27 - TTX -Optima3 IMS Licensing		
Workflow/WorkView Concurrent Client SL (21-50)	3	7,200.00
<b>TOTAL INVESTMENT SUMMARY TOTAL</b>		<b>4,957,931.00</b>



**Appendix B-2 Rev 6**  
**Calculation of Charges Summary as of 9/12/19**  
**Calculation of Charges Summary**

Agreement	
Software/Third Party Hardware	355,904.00
Professional Services	658,473.00
<b>Subtotal</b>	<b>1,014,377.00</b>
First Amendment	
B3 Software/Third Party and Hardware	80,500.00
B3 Professional Services	486,610.00
B4 Professional Services	149,602.00
B5 Professional Services	450,000.00
<b>Subtotal</b>	<b>1,166,712.00</b>
Second Amendment	
B6 Professional Services	170,985.00
<b>Subtotal</b>	<b>170,985.00</b>
Third Amendment	
B7 Software/Third Party Hardware	30,200.00
B7 Professional Services	278,980.00
B7 Professional Services	70,115.00
B8 Software/Third Party Hardware	154,600.00
B8 Professional Services	111,478.00
B8 Professional Services	138,380.00
B9 Software/Third Party Hardware	22,124.00
B9 Professional Services	496,097.00
B9 Professional Services	3,885.00
<b>Subtotal</b>	<b>1,305,859.00</b>
Fourth Amendment	
B10 Professional Services	153,920.00
B10 Professional Services	37,000.00
B11 Software/Third Party Hardware	3,000.00

B11 Professional Services	78,163.00
B12 Software/Third Party Hardware	127,100.00
B12 Professional Services	18,038.00
<b>Subtotal</b>	<b>417,221.00</b>
<b>Fifth Amendment</b>	
B13 Professional Services	38,618.00
B14 Professional Services	16,835.00
B15 Software/Third Party Hardware	25,800.00
B16 Professional Services	13,228.00
B16 Professional Services	52,500.00
B17 Professional Services	28,675.00
B17 Professional Services	140,000.00
<b>Subtotal</b>	<b>315,656.00</b>
<b>Sixth Amendment</b>	
B18 Professional Services	18,500.00
B18 Professional Services	41,450.00
B19 Software/Third Party Hardware	15,000.00
B19 Professional Services	24,975.00
B20 Software/Third Party Hardware	78,935.00
B20 Professional Services	7,215.00
DBI Credit	(26,169.00)
<b>Subtotal</b>	<b>159,906.00</b>
<b>Seventh Amendment</b>	
B21 Professional Services	125,800.00
B22 Professional Services	56,550.00
B23 Software/Third Party	39,100.00
Third Party Services (36 month term)	18,000.00
<b>Subtotal</b>	<b>239,450.00</b>
<b>Eighth Amendment</b>	
B24 Software	10,000.00
B24 Professional Services	28,665.00
B25 Professional Services	61,950.00
B26 Professional Services	59,950.00
B27 Software	7,200.00

<b>Subtotal</b>	<b>167,765.00</b>
<b>Appendix B Summary Totals</b>	<b>4,957,931.00</b>

## Maintenance Support

Contract Option	Item Number	Description	Serial Number	Quantity	Unit Price	10/1/19 - 9/30/20	10/1/20 - 9/30/21
CORE	310-BARCODESCN-10	Bar Code Scanner		11.00	\$56.64	\$654	\$687
CORE	310-ECD-10	Electronic Cash Drawer with cable		56.00	\$58.71	\$3,452	\$3,625
CORE	310-RVP-10	Receipt Validation Printer		56.00	\$297.68	\$17,504	\$18,379
CORE	310-SKD-10	Secure Keyboard Device		11.00	\$79.27	\$916	\$961
CORE	310-SKD-10	Secure Keyboard Device		45.00	\$79.31	\$3,747	\$3,935
BURR-A	SSA1307030-PKFRANKER	SmartSource Adaptive Series, Full Page	900057370	1.00	\$261.00	\$274	\$288
INTREPID	30G0100	Lexmark T 650n - printer	S7953DKNS	1.00	\$436.00	\$458	\$481
INTREPID	30G0100	Lexmark T 650n - printer	S7953DKX	1.00	\$436.00	\$458	\$481
INTREPID	30G0100	Lexmark T 650n - printer	S7953DK0S	1.00	\$436.00	\$458	\$481
INTREPID	30G0100	Lexmark T 650n - printer	S7953DK7	1.00	\$436.00	\$458	\$481
SW STD	SUPP.STD	STANDARD SOFTWARE SUPPORT		1.00	\$0.00	\$0	\$0
SW STD	CTIPC1	Concurrent Client (1-100) Each		10.00	\$253.00	\$2,657	\$2,789
SW STD	CTIPC1	Concurrent Client (1-100) Each		43.00	\$253.00	\$11,423	\$11,994
SW STD	CTIPC1	Concurrent Client (1-100) Each		10.00	\$267.20	\$2,806	\$2,946
SW STD	CTIPC1	Concurrent Client (1-100) Each		31.00	\$297.77	\$9,693	\$10,177
SW STD	ASIPW2	Production Document Imaging (ISIS) (Additional Stations)		1.00	\$444.00	\$466	\$490
SW STD	BSIPW1	Bar Code Recognition Server		1.00	\$1,111.00	\$1,167	\$1,225
SW STD	PDFIP1	PDF Framework		1.00	\$600.00	\$630	\$662
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)		4.00	\$400.25	\$1,681	\$1,765
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)		6.00	\$598.83	\$3,773	\$3,961
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)		1.00	\$598.00	\$628	\$659
SW STD	WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)		9.00	\$480.00	\$4,536	\$4,763
SW STD	WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)		8.00	\$480.00	\$4,032	\$4,234
SW STD	WWIPN1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$598.00	\$628	\$659
SW STD	WWIPN1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$598.00	\$628	\$659
SW STD	WWIPN1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$360.00	\$378	\$397
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)		5.00	\$596.20	\$3,130	\$3,287
SW STD	DMIP1	EDM Services		1.00	\$1,111.00	\$1,167	\$1,225
SW STD	WTIPW1	Web Server		1.00	\$2,224.00	\$2,335	\$2,452
SW STD	AEIP12	Enterprise Application Enabler For all enabled applications		1.00	\$11,106.00	\$11,661	\$12,244
SW STD	DPIPW1	Document Import Processor		1.00	\$1,104.00	\$1,159	\$1,217
SW STD	DPIPW1	Document Import Processor		1.00	\$1,111.00	\$1,167	\$1,225
SW STD	RHIP1	Reporting Dashboards		1.00	\$2,207.00	\$2,317	\$2,433
SW STD	OCIPW1	Batch OCR		1.00	\$334.00	\$351	\$368
SW STD	CTIPC2	Concurrent Client (101-200) each		6.00	\$222.67	\$1,403	\$1,473
SW STD	CTIPC2	Concurrent Client (101-200) each		16.00	\$255.25	\$4,288	\$4,503
SW STD	CTIPC2	Concurrent Client (101-200) each		4.00	\$240.00	\$1,008	\$1,058

SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)	8.00	\$616.88	\$5,182	\$5,441
SW STD	CTIPN1	Named User Client (1-100) each	60.00	\$132.90	\$8,373	\$8,791
SW STD	ASIPW2	Production Document Imaging (ISIS) (Additional Stations)	1.00	\$444.00	\$466	\$490
SW STD	DIIPW2	Production Document Imaging (Kofax or TWAIN) Additional Station	1.00	\$444.00	\$466	\$490
SW STD	IAIPW1	Advanced Capture	1.00	\$2,105.00	\$2,210	\$2,321
SW STD	WTIPW1	Web Server	1.00	\$2,105.00	\$2,210	\$2,321
SW STD	IRIPI1	ICR Support for Advance Capture	1.00	\$1,055.00	\$1,108	\$1,163
SW STD	OBIPW1-STD	Multi-User Database-single Institution(RPS std)	1.00	\$1,055.00	\$1,108	\$1,163
SW STD	VLIPC1	WorkView Concurrent Client SL (1-20)	3.00	\$331.33	\$1,044	\$1,096
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)	13.00	\$421.00	\$5,747	\$6,034
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)	7.00	\$421.29	\$3,096	\$3,251
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)	5.00	\$337.20	\$1,770	\$1,859
SW STD	STIPI1	StatusView	1.00	\$0.00	\$0	\$0
SW STD	CMIPI1	Configuration Migration Utility	1.00	\$0.00	\$0	\$0
SW STD	WAU-WSIPI1	Web Services Toolkit	1.00	\$3,699.00	\$3,884	\$4,078
SW STD	WLIPW1	Workflow Workstation Client SL (1-20)	1.00	\$265.00	\$278	\$292
SW STD	DIIPW1	Production Document Imaging (Kofax or TWAIN) First Station	1.00	\$1,055.00	\$1,108	\$1,163
SW STD	BDIPI1	Enterprise Document Composition	1.00	\$11,363.00	\$11,931	\$12,528
SW STD	UNIPI1	Unity Client Server	1.00	\$2,105.00	\$2,210	\$2,321
SW STD	PTIPC1	Virtual Print Driver	1.00	\$1,000.00	\$1,050	\$1,103
SW STD	WAU-ACH-APIQ3	Exceptions/Return Query API Ent License	1.00	\$672.00	\$706	\$741
SW STD	WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)	9.00	\$494.44	\$4,673	\$4,906
SW STD	DRIPI1	Document Retention	1.00	\$2,060.00	\$2,163	\$2,271
SW STD	OIIPC1-16	Office Business Application for 2016 Each QTY 1-100 (Concurrent)	2.00	\$20.00	\$42	\$44
SW STD	OUTIPI1	Integration for Microsoft Outlook	1.00	\$2,000.00	\$2,100	\$2,205
SW STD	310-RV-000404-08-06	ImageRPS retail only volume license <1,500,000	1.00	\$7,648.00	\$8,030	\$8,432
SW STD	310-RPSPRODSUITE-002-14	Productivity Suite License for up to 2.5M annual volume	1.00	\$1,391.00	\$1,461	\$1,534
SW STD	RPS-PAPPSREGIND-ENT-10	Progress OE AppServer Enterprise 1 User - Registered/0113	20.00	\$24.70	\$519	\$545
SW STD	RPS-PDBV11-ENT-5-13	Progress Enterprise Database - 5 User	1.00	\$1,285.00	\$1,349	\$1,417
SW STD	RPS-PDBV11-ENT-ADD-13	Progress Enterprise Database - Additional User	15.00	\$156.53	\$2,465	\$2,589
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software	7.00	\$103.00	\$757	\$795
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software	8.00	\$105.50	\$886	\$931
SW STD	310-CUSTOMIMPORT-08-01	3rd Party Custom Import into ImageRPS <3M	1.00	\$2,635.00	\$2,767	\$2,905
SW STD	1234838-1300	Orbograph Accura XV	1.00	\$2,525.00	\$2,651	\$2,784
SW STD	ICASH	*CORE iPayment Revenue Portal - iCashiering	1.00	\$15,802.00	\$16,592	\$17,422
SW STD	310-IC-INT-WFS-11	Cashiering through WFS Interface using common interface	1.00	\$5,266.00	\$5,529	\$5,806
SW STD	310-IC-INT-RPS	Image RPS Integration	1.00	\$4,423.00	\$4,644	\$4,876

SW STD	410-VRN-MA	Verification Report Notification Micro-Application		1.00	\$0.00	\$0	\$0
SW STD	410-01-000002-06-00	IMS Standard Database Service	1 YR WARR	1.00	\$2,960.00	\$3,108	\$3,263
SW STD	310-MSGTW-10	Managed Service Gateway	1 YR WARR	1.00	\$986.00	\$1,035	\$1,087
SW STD	WEX-CON	WebEx Connectivity		1.00	\$418.00	\$439	\$461
SW STD	WEX-CON	WebEx Connectivity		1.00	\$11.00	\$12	\$12
SW STD	WEX-CON	WebEx Connectivity		1.00	\$13.00	\$14	\$14
SW STD	8 <sup>th</sup> AMD-NEW B-24 - CTIPC2	Concurrent Client (101-200) each		4.00	\$240.00	\$960	\$1,008
SW STD	8 <sup>th</sup> AMD-NEW B-24 - CTIPN1	Named User Client (1-100) each		1.00	\$140.00	\$140	\$147
SW STD	8 <sup>th</sup> AMD-NEW B-24 - DIPW1	Production Document Imaging (Kofax or TWAIN) Additional Station		1.00	\$600.00	\$600	\$630
SW STD	8 <sup>th</sup> AMD-NEW B-24 - OCIPW1	Batch OCR		1.00	\$300.00	\$300	\$315
SW STD	8 <sup>th</sup> AMD-NEW B-27 - WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)		3.00	\$480.00	\$1,440	\$1,512
SW STD	RDM Warranty Extension	RDM Printer Maintenance Extended Warranty 1 Year		57.00	\$158.00	\$9,006	\$9,456
						<b>\$231,120</b>	<b>\$242,677</b>

**Appendix B-24  
Calculation of Charges  
Entertainment Commission Archive**

Contractor shall receive payment for third party software licenses and Professional Services in an amount not to exceed \$38,665 for the services outlined in Appendix A-22. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule. Any additional hours needed will require a change order and updated payment schedule.

	Qty	Total Investment
<b>IMS Client Modules</b>		
Concurrent Client (101-200) each	4	\$4,800
Named User Client (1-100) each	1	\$700
<b>IMS Client Modules subtotal</b>		<b>\$5,500</b>
<b>IMS Imaging and Capture Modules</b>		
Production Document Imaging (Kofax or TWAIN) Additional Station	1	\$3,000
Batch OCR	1	\$1,500
<b>IMS Imaging and Capture Modules subtotal</b>		<b>\$4,500</b>
<b>Professional Services</b>		
Professional Services	1	\$28,665
Services pricing for this proposal is Fixed for the scope as defined in the accompanying Statement of Work.		
<b>Professional Services subtotal</b>		<b>\$28,665</b>
<b>Third Party Subtotal</b>		<b>\$10,000</b>
<b>Services Subtotal</b>		<b>\$28,665</b>
<b>Total Investment</b>		<b>\$38,665</b>

Contractor shall receive \$38,665 for third party software licenses and professional services and Contractor shall be paid according to the following schedule.

The total amount of the Third Party listed will be invoiced upon shipment of the software and/or equipment; and will be due in accordance with the terms of the Agreement.

With respect to charges for professional services, invoice Customer as follows:

25%	Cash with Order	\$	7,166.25
15%	CRD Acceptance	\$	4,299.75
10%	User Acceptance Testing Available	\$	2,866.50
40%	Production Live Use	\$	11,466.00
10%	Delivery Acceptance	\$	2,866.50
<b>Project Total</b>		<b>\$</b>	<b>28,665.00</b>

**Appendix B-25  
Calculation of Charges  
TTX Miscellaneous Small Works**

Contractor shall receive payment in an amount not to exceed \$61,950 for the professional services outlined in Appendix A-23. Contractor shall be paid at the rate of \$210 per hour and professional services shall not exceed 295 hours. Any additional hours needed will require a change order and updated payment schedule.

	<b>Qty</b>	<b>Total Investment</b>
<hr/>		
<b>Professional Services</b>		
Professional Services Time and Materials	295	\$62,910
Discount to provide hourly rate of \$210 for all 295 hours		-\$960
<b>Subtotal</b>		<b>\$61,950</b>
<b>Services Subtotal</b>		\$61,950.00
<b>Total Investment</b>		<b>\$61,950.00</b>
<hr/>		

On or about December 1, 2019, Contractor will invoice for hours expended through November 30, 2019. Thereafter, invoices will be sent quarterly for hours used under this SOW.



**Appendix B-26**  
**Calculation of Charges**  
**DBI – CORE support for Accela**

Contractor shall receive payment for Professional Services in an amount not to exceed \$59,950 for the professional services outlined in Appendix A-24. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule. Any additional hours needed will require a change order and updated payment schedule.

	QTY	Total Investment
<b>RPS iCashiering</b>		
CORE Professional Services Daily		\$34,300.00
CORE Professional Services		\$7,150.00
<b>Subtotal</b>		<b>\$41,450.00</b>
<b>Professional Services</b>		
Professional Services Time and Materials (\$185 per hour)	100	\$18,500.00
<b>Subtotal</b>		<b>\$18,500.00</b>
<b>Services Subtotal</b>		<b>\$18,500.00</b>
<b>Third Party Services Subtotal</b>		<b>\$41,450.00</b>
<b>Total Investment</b>		<b>\$59,950.00</b>

100% invoiced upon execution.

**Appendix B-27  
Calculation of Charges  
TTX -Optima3 IMS Licensing**

Contractor shall receive payment for third party software licenses in an amount not to exceed \$7,200 for the licensing purchases outlined in Appendix A-25.

	Qty	Total Investment
IMS Client Modules		
Workflow/WorkView Concurrent Client SL (21-50) Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.	3	\$7,200
<b>IMS Client Modules Totals</b>		
<b>Third Party Subtotal</b>		\$7,200
<b>Total Investment</b>		\$7,200

Contractor shall receive \$7,200 for third party software licenses and Contractor shall be paid according to the following schedule.

100% Due on Delivery of IMS licenses

The total amount of the Third Party listed will be invoiced upon shipment of the software and/or equipment; and will be due in accordance with the terms of the Agreement.