

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of May 28, 2015 in San Francisco, California, by and between **WAUSAU Financial Systems, Inc.** ("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;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract numbers 4082 12/13 and 4035 09/10 on May 18, 2015;

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, and
Second Amendment, dated December 31, 2014.

1b. Contract Monitoring Division. 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 5 “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, B Amended, B-3, B-4, B-5, B-6, 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-7, B Rev 2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, 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 Amended, B-1 Amended, B-2-Rev 3, B-3 and B-4, B-5 “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 and A-2. 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 three million six hundred thousand seventy nine hundred eighty five dollars and no cents (\$3,670,985.00). 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:

a. Compensation. The breakdown of costs associated with this Agreement appears in Appendices B Rev 2, B-1 Rev 2, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8 and B-9 “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 and A-7. 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 **four million nine hundred and seventy-four thousand eight hundred and seventy-four dollars and no cents (\$4,974,874.00)**. 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. Section 31. Section 31(b) “Contractor’s Limitation of Liability; Maximum Liability” of the Agreement currently reads as follows:

31. Contractor’s Limitation of Liability

(b) Maximum Liability. IN NO EVENT SHALL CONTRACTOR’S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FOUR MILLION DOLLARS. CONTRACTOR’S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR’S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO THE INFRINGEMENT AND GENERAL INDEMNIFICATION OBLIGATIONS EXPRESSED IN THE AGREEMENT, (3) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, AND (4) WRONGFUL DEATH CAUSED BY CONTRACTOR.

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

31. Contractor's Limitation of Liability

(b) Maximum Liability. IN NO EVENT SHALL CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF **FIVE MILLION DOLLARS**. CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO THE INFRINGEMENT AND GENERAL INDEMNIFICATION OBLIGATIONS EXPRESSED IN THE AGREEMENT, (3) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, AND (4) WRONGFUL DEATH CAUSED BY CONTRACTOR.

2d. Section 37. Section 37 "Notice to the Parties" of the Agreement is hereby amended in its entirety to read as follows:

37. Notice to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Pauline Marx
Chief Assistant Treasurer
City Hall Room 140
1 Dr. Carlton B. Goodlett Pl
San Francisco, CA 94102

To Contractor: Kelly Nanasy
Chief Financial Officer
Wausau Financial Systems, Inc.
400 Westwood Drive
Suite 100
Wausau, WI 54401

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

2e. Appendix B Rev 2. Appendix B Rev 2, "Calculation of Charges", as attached, is hereby added to the Agreement and hereby replaces Appendix B and Appendix B Amended.

2f. Appendix B-1 Rev 2. Appendix B-1 Rev 2, "Investment Overview", as attached, is hereby added to the Agreement and hereby replaces Appendix B-1 and Appendix B-1 Amended.

2g. Appendix B-2-Rev 4. Appendix B-2-Rev 4, “Estimated 4 Year Support Summary”, as attached, is hereby added to the Agreement and hereby replaces Appendix B-2-Rev 3.

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

- i. Appendix A-5 – Scope of Work for Online Business Registration Project
- ii. Appendix A-6 – Scope of Work for Office of the Assessor-Recorder Document Management and Workflow Solution Implementation
- iii. Appendix A-7 – Scope of Work for Solution Version Upgrade and Workflow Enhancements
- iv. Appendix B-7 – Calculation of Charges – Online Business Registration Project
- v. Appendix B-8 – Calculation of Charges – Office of the Assessor-Recorder Document Management and Workflow Solution Implementation
- vi. Appendix B-9 – Calculation of Charges – Solution Version Upgrade and Workflow Enhancements

2i. 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 and A-7.

2j. Appendix B. All references to Appendix B and Appendix B Amended in the Agreement shall henceforth refer to Appendices B Rev 2, B-3, B-4, B-5, B-6, B-7, B-8 and B-9.

2k. Appendix B-1. All references to Appendix B-1 and Appendix B-1 Amended in the Agreement shall henceforth refer to Appendix B-1 Rev 2.

2l. Appendix B-2 Rev 3. All references to Appendix B-2 Rev 3 in the Agreement shall henceforth refer to Appendix B-2 Rev 4.

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.

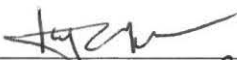
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Wausau Financial Systems, Inc.



Pauline Marx *for Pauline Marx*
Chief Assistant Treasurer
Office of the Treasurer & Tax Collector

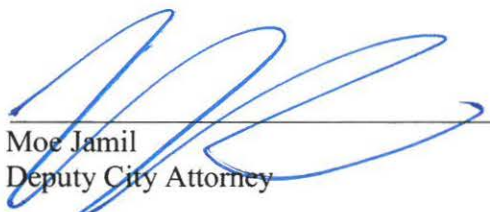


Jeff Penn
Vice President of Contracts
Wausau Financial Systems, Inc.
400 Westwood Drive
Suite 100
Wausau, WI 54401

Approved as to Form:


City vendor number: 47821

Dennis J. Herrera
City Attorney

By: 

Moe Jamil
Deputy City Attorney

Approved:

FOR 

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendix A-5
Scope of Work for Online Business Registration Project

1. Project Description

The City and County of San Francisco, Office of the Treasurer and Tax Collector and the Office of Economic Workforce Development has requested a new online business registration process to enable a business entity to submit an application and payment for a new business registration number in a secure electronic environment and to complete the process of activating a business. The newly proposed solution will integrate with the City and County of San Francisco's existing website for front-end data entry as well as the County's host system.

As part of this project, Contractor resources will deliver new Optima3®IMS software modules, workflow configuration, integration, training and training documentation.

2. Project Deliverables

Contractor shall complete the following list of project deliverables within the time scheduled agreed upon pursuant to Section 6, Project Milestones, of this Appendix.

- a. Requirements Gathering/Customer Requirements Document
 - i. Contractor to facilitate an onsite discovery meeting and collaborate with City to determine and define City system requirements and configuration specifications.
 - ii. Contractor to create a Customer Requirements Document (CRD) and review with City for approval.

- b. Remote Software Implementation
 - i. Contractor to configure new document types.
 - ii. Contractor to configure new keywords.
 - iii. Contractor to configure four (4) integrations to communicate with the City's Web Service connections.
 - iv. Contractor to configure a Unity Form to be used as the front-end interface for data collection and submission.
 - v. Contractor to configure the City's e-signature solution for digital signature collection and archive.
 - vi. Contractor to configure a paperless workflow designed to route applications to designated groups for review along with payment processing and final completion.
 - vii. Contractor to implement software to test and production environments.

3. Testing, Training and Other Support

Contractor shall create authored end-user documentation for support purposes. This may include supplemental artifacts authored by Contractor as deemed necessary by the project team, with the supplemental artifact request and effort estimated and documented through the established Change Control process.

- a. Testing
 - i. Contractor to conduct end-to-end testing of solution utilizing Contractor operational test process including the use of production documents for acceptance testing.
- b. Training
 - i. Contractor to conduct on-site train-the-trainer training for up to one (1) week at City's facility.
- c. User Acceptance Testing/Post Production Support
 - i. Contractor to provide two (2) weeks of remote user acceptance testing support for City's testing within the test system, twenty (20) hours of support for each week.
 - ii. Contractor to provide one (1) week of remote post-production support for City's validation within the production system, twenty (20) hours of support for the week.
- d. Additional Professional Services Hours
 - i. Contractor to make available to the City an additional 379 hours of professional services to be used only if requested by the City for the purposes of configuration changes, data improvements, reporting, modifications, enhancements and other professional services required in connection with the Agreement. The Contractor shall charge the City \$185 per hour for such services. The City shall only be liable for payment for the hours requested and used by the City.

4. City Roles & Responsibilities

- a. 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.
- b. 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.
- c. City will provide samples of documents necessary for Discovery and for testing.
- d. City will provide Web Service details for Discovery.
- e. City will provide requested information and work with Contractor to develop the project schedule and any Change Orders needed.
- f. City will create and execute a User Acceptance Test Plan ("UATP") for all locations as well as any integration, regression, downstream (file/report validation) or other third-party testing. This UATP coupled with the Customer Requirements Document will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for UAT.

- g. City will order and if necessary assemble, all City-supplied hardware or software, including not limited to servers, workstations, hard drives, CPU, memory NIC card and processor. If shipment to Contractor is not required, City will have components staged and available at the City location on agreed upon date.

5. Contractor’s Roles & Responsibilities

a. Project Management. Contractor shall do the following:

- 1. Deliver and maintain project plan of activities and milestones.
- 2. Track and Manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.
- 3. Monitor and control project scope, schedule and cost using Contractor Change Control process if necessary.
 - i. 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.
- 4. Facilitate regular status meetings.
- 5. Facilitate City transition meeting to Contractor Customer Care.
- 6. For Additional Professional Services Hours, provide periodic reporting of actual project time used, estimated time to completion, and comparison to estimate of effort as provided in this Scope of Work.

b. Requirements Gathering/Documentation. Contractor shall do the following:

- 1. Facilitate a remote conference call to determine customer system requirements and configuration specifications
- 2. Contractor shall create Customer Requirements Document/ Solution Overview and review for City approval.

6. Project Milestones

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 Customer Requirements Document (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 (SOW) 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 Contractor project team
6	CRD created
7	CRD reviewed with the City
8	CRD revised by Contractor

9	CRD signed by the City and returned to Contractor. Requirements complete.
10	Contractor delivers changes in test environment
11	Contractor delivers on-site training and documentation
12	User Acceptance Testing (UAT) lead by the City
13	Approval of UAT by the City
14	Contractor to move solution into production environment
15	Post-production validation by the City
16	Project closure & knowledge transfer using the CRD, SOW, and any related Discovery artifacts.

7. Acceptance Criteria

The acceptance of the System will be based on successful completion of the test plans and delivery of all items detailed in Project Deliverables section.

Appendix A-6
Scope of Work for the Office of the Assessor-Recorder Document Management and Workflow Solution Implementation

1. Project Description

The City and County of San Francisco, Office of the Assessor-Recorder has identified a need for a document management and archive solution for property records, assessments and related documents. The City and County of San Francisco Treasurer-Tax Collector's Office is an existing user of the Optima3®IMS with Enterprise-wide software modules system in production. The Office of the Assessor-Recorder Office would like the leverage the Optima3®IMS solution for their document management and archive system needs.

As part of this project, Contractor resource(s) will configure the system for the Assessor-Recorder Office's requirements; provide training and documentation along with user acceptance testing support.

2. Project Deliverables

a. Requirements Gathering/Customer Requirements Document

- i. Contractor to facilitate a two (2) day onsite discovery meeting and collaborate with City to determine and define City system requirements and configuration specifications.
- ii. Contractor to create a Customer Requirements Document (CRD) and review with City for approval.
- iii. Provide instructions to online Solution Education Learning Framework (SELF) end-user training.
- iv. Provide electronic copies of Optima3® IMS Module Reference Guides.

b. Remote Software Implementation

1. Optima³® IMS

- i. Configure IMS user groups
- ii. Configure up to ten (10) users groups, or Install Active Directory User Authentication
- iii. Configure new disk groups
- iv. Configure up to ten (10) document types and up to (10) keywords
- v. Configure custom queries
- vi. Create backup job
- vii. Create maintenance plan

2. Production Document Imaging

- i. Verify connectivity to scanner(s)
- ii. Install and configure application software for up to five (5) workstations
- iii. Configure-
- iv. One (1) document group

- v. One (1) document type
- vi. Up to ten (10) keywords
- vii. One (1) scan queue, copy new scan queue to remaining workstations
- viii. Utilize Contractor operational test process

3. Bar Code Recognition

- i. Install and configure bar code process on for up to ten (10) document types and up to five (5) keywords for each document type
- ii. Utilize Contractor operational test process

4. Application Enabler

- i. License, install and configure application software
- ii. Functionality for one (1) pre-defined and qualified third party application
- iii. Interface to ten (10) selection application screens as defined and qualified
- iv. Utilize Contractor operational test process
 - i. Assumes: Third-party applications and related application screens will be defined and qualified during the pre-sales engagement, and documented in the Requirements

5. E-Mail Integration for Outlook 2013

- i. Install application software on one (1) workstation
- ii. Configure ten (10) existing Outlook Folders for integration
- iii. Folders will be configured for archival to existing document types
- iv. Two (2) keywords/document type; keywords will be extracted from email statistics
- v. Utilize Contractor operational test process

6. Unity Client

- i. Install and configure application software on one (1) Unity Client Server and one (1) client workstation in production
- ii. License Unity Forms
- iii. Create click-once deployment package
- iv. Train City on one-click deployment install program for remaining workstations
- v. Verify retrieval of images
- vi. Utilize Contractor operational test process
 - i. Assumes: A web server is required, City supplied hardware is required, and application enabler will be deployed within the click-once deployment package

7. Document Import Processor (DIP) for Backfile Archive

- i. Install and configure application software
- ii. Configure ODBC source
- iii. Configure one (1) Document Import Processor (DIP) process
- iv. Configure up to ten (10) document types
- v. Configure up to five (5) keywords per document type
- vi. Utilize Contractor operational test process

- i. Assumes: File is in self-configured DIP supported format, CSV file

8. Batch OCR

- i. Configure one (1) Scan Queue with up to ten (10) Document Types
- ii. Utilize Contractor operational test process

9. Business Activity Monitor (BAM)

- i. Configure up to four (4) BAM Portlets
- ii. Utilize Contractor operational test process

3. Testing, Training and Other Support

Contractor shall create authored end-user documentation for support purposes. This may include supplemental artifacts authored by Contractor as deemed necessary by the project team, with the supplemental artifact request and effort estimated and documented through the established Change Control process.

- a. Testing
 - i. Contractor to conduct end-to-end testing of solution utilizing Contractor operational test process including the use of production documents for acceptance testing.
- b. Training
 - i. Contractor to conduct end-user training for up to two (2) weeks. Training can be a combination of on-site and/or remote training.
- c. User Acceptance Testing/Post Production Support
 - i. Contractor to provide two (2) weeks of remote user acceptance testing support for City's testing within the test system, twenty (20) hours of support for each week.
 - ii. Contractor to provide one (1) week of remote post-production support for City's validation within the production system, forty (40) hours of support for the week.
- d. Additional Professional Services Hours
 - i. Contractor to make available to the City an additional 748 hours of professional services to be used only if requested by the City for the purposes of configuration changes, data improvements, reporting, modifications, enhancements and other professional services required in connection with the Agreement. The Contractor shall charge the City \$185 per hour for such services. The City shall only be liable for payment for the hours requested and used by the City.

4. City Roles & Responsibilities

- a. 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.
- b. 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.
 - c. City will provide samples of documents necessary for Discovery and for testing.
 - d. City will provide samples of all reports to be configured, in the required Contractor format before implementation.
 - e. City will provide sample DIP backfile files for Contractor testing, before implementation.
 - f. City will provide requested information and work with Contractor to develop the project schedule and any Change Orders needed.
 - g. City will review SELF training content prior to Contractor starting configuration in Test environment.
 - h. City will create and execute a User Acceptance Test Plan (“UATP”) for all locations as well as any integration, regression, downstream (file/report validation) or other third-party testing. This UATP coupled with the Customer Requirements Document will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for UAT.
 - i. City will order and if necessary assemble, all City-supplied hardware or software, including not limited to servers, workstations, scanners, hard drives, CPU, memory NIC card and processor. If shipment to Contractor is not required, City will have components staged and available at the City location on agreed upon date.
 - j. City will ensure hardware is available on the network with adequate permissions prior to Contractor configuration.
 - k. City will configure Active Directory with groups to match the groups in IMS, naming between the two must be exactly the same – avoid punctuation and symbols.
 - l. City will add users to the appropriate Active Directory groups.
 - m. City will ensure barcode images are bi-tonal.
 - n. City will configure any required folders within Outlook for integration.
 - o. City will deploy Outlook Integration, Application Enabler, and Unity Client to end user workstations.
 - p. City will configure additional IMS components (keywords, document types, folders, scan queues, etc.) over and above what’s listed in the Project Deliverables section.
 - q. City will define four (4) desired BAM Portlets before Contractor configuration
 - r. City will provide remote access to end user workstations.
 - s. City will resolve issues related to City network and security configurations.
 - t. City will complete user acceptance testing within two (2) weeks.
 - u. City will complete go-live production activities within one (1) week. At that time the project will be transitioned to Contractor Customer Care for ongoing support and project closed if no existing priority issues are present.

5. Contractor’s Roles & Responsibilities

- a. Project Management. Contractor shall do the following:
 - 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.
 - a. 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.
 - iv. Facilitate regular status meetings.
 - v. Facilitate City transition meeting to Contractor Customer Care.
 - vi. For Additional Professional Services Hours, provide periodic reporting of actual project time used, estimated time to completion, and comparison to estimate of effort as provided in this Scope of Work.

- b. Requirements Gathering/Documentation. Contractor shall do the following:
 - i. Facilitate a remote conference call to determine customer system requirements and configuration specifications
 - ii. Contractor shall create Customer Requirements Document/ Solution Overview and review for City approval.

6. Project Milestones

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 Customer Requirements Document (CRD)/discovery process, and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

Sequence	Milestone
1	Scope of Work (SOW) 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 Contractor project team
6	CRD created
7	CRD reviewed with the City
8	CRD revised by Contractor
9	CRD signed by the City and returned to Contractor. Requirements complete.
10	Contractor delivers changes in test environment
11	Contractor delivers on-site/remote training and documentation
12	User Acceptance Testing (UAT) lead by the City
13	Approval of UAT by the City

14	Contractor to move solution into production environment
15	Post-production validation by the City
16	Project closure & knowledge transfer to Contractor Customer Care using the CRD, the SOW, and any related Discovery artifacts.

7. Acceptance Criteria

The acceptance of the System will be based on successful completion of the test plans and delivery of all items detailed in Project Deliverables section.

Appendix A-8

Scope of Work for Solution Version Upgrade and Workflow Enhancements

1. Project Description

The City and County of San Francisco, Office of the Treasurer and Tax Collector runs version 4.00.06b of the Contractor's ImageRPS® software. There is a need to upgrade to version 6.00.01a and to review the opportunity to take advantage of the new features provided with that upgraded version.

As part of the Scope of Work outlined in Appendix A-3, Contractor assessed the enhancements required to the existing deployment as well as the effort required to perform the upgrade to ImageRPS® version 6.00.01a. The Customer Requirements Document (CRD) to be agreed and signed under the Scope of Work in Appendix A-3 will outline in detail the project deliverables in connection with upgrading the current Image RPS® solution to version 6.00.01a.

2. Project Deliverables

Contractor shall complete the following list of project deliverables within the time schedule agreed upon pursuant to Section 6, Project Milestones, of this Appendix:

- a. Upgrade current Image RPS® solution to version 6.00.01a.
- b. Modify current client configuration and workflow as described in the CRD to be agreed and signed under the Scope of Work in Appendix A-3.
- c. Modify iPayment functionality as described in the CRD to be agreed and signed under the Scope of Work in Appendix A-3.
- d. Implement in-line exceptions as described in the CRD to be agreed and signed under the Scope of Work in Appendix A-3.

3. Testing, Training and Other Support

- a. Contractor shall perform on-site training in those areas where the specific functionality has changed as a result of the work being performed under this amendment.
- b. Contractor shall arrange for an on-site week long OnBase System Administration training course for an unlimited number of attendees, including the opportunity to become certified OnBase administrators.
- c. Additional Professional Services Hours
 - i. Contractor to make available to the City an additional 21 hours of professional services to be used only if requested by the City for the purposes of configuration changes, data improvements, reporting, modifications, enhancements and other professional services required in connection with the Agreement. The Contractor shall charge the City \$185 per hour for such services. The City shall only be liable for payment for the hours requested and used by the City.

4. City Roles & Responsibilities

- a. 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, GRM and 21Tech resources, as well as the City internal resources.
- b. City and, as needed, any contracted third-party vendors, including GRM and 21Tech, will provide prior to and during the onsite 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.
- c. City will provide samples of documents necessary for Discovery and for testing.
- d. City will provide samples of report(s) and Host File(s) necessary for Discovery.
- e. City will provide requested information and work with Contractor to develop the project schedule and any Change Orders needed.
- f. City will create and execute a User Acceptance Test Plan (“UATP”) for all locations as well as any integration, regression, downstream (file/report validation) or other third-party testing. This UATP coupled with the Customer Requirements Document will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for user acceptance testing.

5. Contractor’s Roles & Responsibilities

- a. Project Management. Contractor shall do the following:
 1. Deliver and maintain project plan of activities and milestones
 2. Track and manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.
 - i. Distribution/Review of project issues will occur in regular status meetings (see below).
 3. Monitor and control project scope, schedule and cost using Contractor Change Control process, if necessary.
 - i. Any activities and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
 4. Facilitate regular status meetings
 5. For Additional Professional Services Hours, provide periodic reporting of actual project time used, estimated time to completion, and comparison to estimate of effort as provided in this Scope of Work.

6. Project Milestones

Contractor and City will agree upon a mutually acceptable project timeline and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

Sequence	Milestone
1	Statement of Work (SOW) 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	Contractor delivers changes in test environment
6	User Acceptance Testing (UAT) lead by the City
7	Approval of UAT by the City
8	Project closure & knowledge transfer using the Customer Requirements Document (CRD), SOW, and any related Discovery artifacts.

7. Acceptance Criteria

The acceptance of the System will be based on successful completion of the test plans and delivery of all items detailed in Project Deliverables section.

Appendix B Rev 2 Calculation of Charges

Contractor shall receive an amount not to exceed \$4,974,874.00 compensation for equipment, software, professional services rendered and annual maintenance. This sum shall be paid as follows:

Original Contract Date: June 27, 2011
 First Amendment Date: June 20, 2014
 Second Amendment Date: December 31, 2014
 Third Amendment Date: May 28, 2015

		Original Contract	First Amend	Second Amend	Third Amend
STATEMENT OF WORK (APPENDIX A)	Subtotal	\$1,799,660	\$453,481		
Software & Equipment					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%	\$71,181			
Due on Delivery of Equipment	50%	\$213,542			
Balance Due upon Signature	25%	\$71,181	\$165,375		
	<i>Subtotal</i>	<i>\$355,904</i>	<i>\$165,375</i>		
Professional Services					
	Monthly, not to exceed	\$658,473	\$282,913		
	<i>Subtotal</i>	<i>\$658,473</i>	<i>\$282,913</i>		
Maintenance					
First Live Use	Not to exceed	\$90,976	\$22,068		(\$618)
First Anniversary of Live Use	Not to exceed	\$106,702	\$4,563		(\$639)
Second Anniversary of Live Use	Not to exceed	\$113,655	\$951		(\$7,921)
Third Anniversary of Live Use (Pro-rated through June 26, 2017)	Not to exceed	\$117,561	\$0		(\$45,694)
Anniversary 5	Not to exceed	\$122,389	(\$122,389)		
	<i>Subtotal</i>	<i>\$551,283</i>	<i>(\$94,807)</i>		
Travel, Expense & Materials					
Billed actual – per prior written approval	Actuals	\$234,000	\$100,000		
	<i>Subtotal</i>	<i>\$234,000</i>	<i>\$100,000</i>		

NEW BUSINESS TAX INTEGRATION PROJECT (APPENDIX A-1)	Subtotal		\$615,143		
Software & Equipment					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%		\$20,125		
Due on Delivery of Equipment	65%		\$52,325		
Balance Due upon Signature	10%		\$8,050		
	<i>Subtotal</i>		<i>\$80,500</i>		
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%		\$121,653		
Requirements Document Acceptance	15%		\$72,992		
User Acceptance Training	10%		\$48,661		
Production Live Use	40%		\$194,644		
Delivery Acceptance	10%		\$48,661		
	<i>Subtotal</i>		<i>\$486,611</i>		
Maintenance					
First Live Use	Not to exceed		\$12,328		
First Anniversary of Live Use	Not to exceed		\$12,698		
Second Anniversary of Live Use	Not to exceed		\$13,079		
Third Anniversary of Live Use (Pro-rated through June 26, 2017)	Not to exceed		\$9,927		
	<i>Subtotal</i>		<i>\$48,032</i>		
DBI iPAYMENT INTEGRATION WITH ACCELA (APPENDIX A-2)					
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%		\$37,393		
Requirements Document Acceptance	15%		\$22,436		
User Acceptance Training	10%		\$14,957		
Production Live Use	40%		\$59,858		
Delivery Acceptance	10%		\$14,958		
	<i>Subtotal</i>		<i>\$149,602</i>		
SOLUTION VERSION UPGRADE & ENHANCEMENTS (APPENDIX A-3)					
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%		\$112,500		

Requirements Document Acceptance	15%		\$67,500		
User Acceptance Training	10%		\$45,000		
Production Live Use	40%		\$180,000		
Delivery Acceptance	10%		\$45,000		
ALARM PAYMENTS PLATFORM INTEGRATION & CLIENT ADD (APPENDIX A-4)	Subtotal			\$170,985	
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%			\$42,746	
Requirements Document Acceptance	15%			\$25,648	
User Acceptance Training	10%			\$17,099	
Production Live Use	40%			\$68,394	
Delivery Acceptance	10%			\$17,098	
ONLINE BUSINESS REGISTRATION PROJECT (APPENDIX A-5)	Subtotal				\$389,920
Software & Equipment					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%				\$7,550
Due on Delivery of Equipment	65%				\$19,630
Balance Due upon Signature	10%				\$3,020
	<i>Subtotal</i>				\$30,200
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%				\$69,745
Requirements Document Acceptance	15%				\$41,847
User Acceptance Training	10%				\$27,898
Production Live Use	40%				\$111,592
Delivery Acceptance	10%				\$27,898
	<i>Subtotal</i>				\$278,980
Additional Professional Services Hours	Not to exceed 379 hrs @ \$185/hour, billed monthly				\$70,115
	<i>Subtotal</i>				\$349,095
Maintenance					
First Live Use	Not to exceed				\$6,040
First Anniversary of Live Use	Not to exceed				\$4,585
	<i>Subtotal</i>				\$10,625

ASR DOCUMENT MANAGEMENT AND WORKFLOW SOLUTION IMPLEMENTATION (APPENDIX A-6)	Subtotal				\$478,849
Software & Equipment					
<i>Percent</i>	<i>Deliverable</i>				
Cash with order	25%				\$38,650
Due on Delivery of Equipment	65%				\$100,490
Balance Due upon Signature	10%				\$15,460
	<i>Subtotal</i>				<i>\$154,600</i>
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%				\$27,870
Requirements Document Acceptance	15%				\$16,722
User Acceptance Training	10%				\$11,148
Production Live Use	40%				\$44,591
Delivery Acceptance	10%				\$11,148
	<i>Subtotal</i>				<i>\$111,478</i>
Additional Professional Services Hours	Not to exceed 748 hrs @ \$185/hour, billed monthly				\$138,380
	<i>Subtotal</i>				<i>\$249,858</i>
Maintenance					
First Live Use	Not to exceed				\$30,920
First Anniversary of Live Use	Not to exceed				\$23,471
	<i>Subtotal</i>				<i>\$54,391</i>
Travel, Expense & Materials					
Travel	Billed actuals, per prior written approval				\$20,000
	<i>Subtotal</i>				<i>\$20,000</i>
SOLUTION VERSION UPGRADE AND WORKFLOW ENHANCEMENTS PROJECT (APPENDIX A-7)					
Subtotal					\$522,106
Software & Equipment					
<i>Percent</i>	<i>Deliverable</i>				
Cash with order	25%				\$5,531
Due on Delivery of Equipment	65%				\$14,381
Balance Due upon Signature	10%				\$2,212
	<i>Subtotal</i>				<i>\$22,124</i>
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				

Cash with order	25%				\$124,024
User Acceptance Training	25%				\$124,024
Production Live Use	40%				\$198,439
Delivery Acceptance	10%				\$49,610
	Subtotal				\$496,097
Additional Professional Services Hours	Not to exceed 21 hrs @ \$185/hour, billed monthly				\$3,885
	Subtotal				\$499,982
Maintenance					
First Live Use	Not to exceed				\$0
First Anniversary of Live Use	Not to exceed				\$0
	Subtotal				\$0
Original Contract	Not to exceed	\$1,799,660			
First Amendment	Not to exceed		\$1,668,226		
Second Amendment	Not to exceed			\$170,985	
Third Amendment	Not to exceed				\$1,336,003
TOTAL	NOT TO EXCEED				\$4,974,874

**Appendix B-1 Amended
Investment Overview**

Software, Third Party Software, Hardware and Services

Description	Qty	Total Investment
SOFTWARE		
Transport Controller		
Windows XP for Track Controller	-1	\$0
Common API Software	-1	-\$4,200
Quantum Video Documentation	-1	\$0
Transport Controller Subtotal		\$0
Deposit 24/7		
Deposit 24/7 License 1-50	-2	-\$1,300
Simplex Scanning	-1	-\$5,000
Deposit 24/7 Subtotal		\$0
RPS Application File/MICR/NSF/Name & Address DB Server		
ARCserve Backup r15 Client Agent for Windows	-1	-\$418
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		\$0
Cashiering Database Server		
ARCserve Backup r15 for Windows	-1	-\$819
Cashiering Database Server Subtotal		\$0
Cashiering Software		
CORE iPayment Revenue Portal - iCashiering	1	\$75,000
Managed Service Gateway	1	\$4,875
Cashiering Software Subtotal		\$79,875
RPS Reformatter/IDT		
Customer Existing Software	1	\$0
RPS Reformatter/IDT Subtotal		\$0
RPS OPEX		
Customer Supplied Software	2	\$0
RPS OPEX Subtotal		\$0
RPS CAR/LAR/IQA System		
IMAGERPS Image Quality Assurance other REC	-1	-\$12,000
OrboCAR Accura (enterprise wide)	1	\$11,672
RPS CAR/LAR/IQA System Subtotal		\$11,672
RPS ACH		
EPICWare Annual Fee	-1	-\$10,260
RPS ACH Subtotal		\$0

RPS Retail Only Volume License		
ImageRPS Retail Only Vol Lic + Productivity	1	\$52,425
RPS Retail Only Volume License Subtotal		\$52,425
RPS Base Application Software		
Hypersoft and Nuance software	8	\$4,000
3rd Party Custom Import into ImageRPS <3M	1	\$12,500
ImageRPS Workgroup Database - 5 User	1	\$3,790
ImageRPS Enterprise Database - Media	1	\$0
Server Enterprise 5 user license bundle	1	\$550
ImageRPS Workgroup DB - Additional User	8	\$2,480
RPS Base Application Software Subtotal		\$23,320
MAVRO Software		
Mavro Custom Module	1	\$37,150
Virtual Batch <2.5M Annual Volume	1	\$10,000
MavBridge OPEX Release Script	1	\$7,500
Check Perfing	1	\$10,750
Check Image Enhancement	1	\$10,750
MAVRO Software Subtotal		\$76,150
IMS Archive/Deposit 24/7 Acceptance Server		
A2iA CAR/LAR Licenses 100,000 items/yr	-1	-\$750
Risk Monitoring— Acceptance V3.3 <10,000 item/day	-1	-\$3,000
Acceptance V3.3 10,001— 25,000 items/day	-1	-\$25,000
A2iA CAR/LAR Licenses 100,000 items/yr	-1	-\$750
Disaster Recovery CAR/LAR/OQUA Dongle	-1	-\$350
ARCserve Backup r15— Tape Library Option	-1	-\$1,051
ARCserve Backup r15 for Windows	-1	-\$819
IMS Archive/Deposit 24/7 Acceptance Server Subtotal		\$0
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
ARCserve Backup r15 Client Agent for Windows	-1	-\$418
ARCserve backup— open file option	-1	\$0
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		\$0
IMS Base Application Software		
Exceptions/Return Query API Ent License	1	-\$2,500
Concurrent Client (1-100) Each	10	\$12,000
Concurrent Client (1-100) Each	43	\$51,600
Multi-User Database-single Institution(RPS s	1	\$5,000
Open SQL Server 2008 Standard Edition Single process	2	-\$14,342
Web Services Toolkit	-1	-\$15,000
Workflow Concurrent Client SL (1-20)	7	\$14,000
Workflow Concurrent Client SL (1-20)	13	\$26,000
Workflow Concurrent Client SL (21-50)	5	\$8,000

Verification Report Notification Micro-Appli	1	\$0
DVD Authoring	-1	-\$2,000
Workflow Workstation Client SL (1-20)	1	\$1,250
Configuration Migration Utility	1	\$0
Unity Tool Kit	1	\$15,000
Automated Indexing	1	\$10,000
Web Server	1	\$10,000
Production Documet Imaging (First Station)	1	\$5,000
ICR Support for Full Page OCR and Automated Indexing	1	\$5,000
Encrypted Disk Groups	1	\$10,000
StatusView	1	\$0
Unity Client Server	1	\$10,000
Enterprise Application Enabler	1	\$50,000
Business Activity Monitoring	1	\$10,000
IMS Base Application Software Subtotal		\$242,850
Symantec Ghost Solution Suite (2.5) Media	1	-\$28
Symantec Ghost Solution Suite (v2.5) 25-49	35	-\$1,120
Symantec Ghost Solution Suite (v2.5) 25-49	-7	-\$224
System Recovery Software Subtotal		\$0
I-net Support		
SYMANTEC pcAnywhere Host & Remote v. 12.5	1	\$200
Customer Existing Software	1	\$0
I-net Support Subtotal		\$200
ECM Paperless Software		
Integration for DocuSign eSignature	1	\$15,000
ECM Paperless Software Subtotal		\$15,000
IMS Business Process Automation		
Workflow/WorkView Concurrent Client SL (1-20)	5	\$13,500
Workflow/WorkView Named User Client SL (1-20)	1	\$1,700
IMS Business Process Automation Subtotal		\$15,200
IMS Client Modules		
Concurrent Client (1-100) Each	10	\$12,000
Named User Client (1-100) Each	60	\$36,000
IMS Client Modules Subtotal		\$48,000
IMS Imaging and Capture Modules		
Production Documet Imaging (ISIS) (Additional Stations)	1	\$2,000
Bar Code Recognition Server	1	\$5,000
IMS Imaging and Capture Modules Subtotal		\$7,000
IMS Business Process Automation		
Workflow Concurrent Client SL (21 - 50)	4	\$7,200
Workflow/WorkView Concurrent Client SL (1-20)	1	\$2,700

Workflow/WorkView Named User Client SL (1-20)	1	\$1,700
IMS Business Process Automation Subtotal		\$11,600
IMS Content Management		
EDM Services	1	\$5,000
Office Business Application for 2010 Each QTY 1-100 (Concurrent)	30	\$3,000
Web Server	1	\$10,000
IMS Content Management Subtotal		\$18,000
IMS Email		
Integration for Microsoft Outlook 2013	1	\$5,000
IMS Email Subtotal		\$5,000
IMS Integration		
Application Enabler Per enabled application	1	\$15,000
IMS Integration Subtotal		\$15,000
IMS Import Processing		
COLD/ERM	1	\$10,000
Document Import Processor	1	\$5,000
IMS Import Processing Subtotal		\$15,000
RPS Base Software		
RPS Upgrade to 6.00.1x	1	\$0
RPS Base Software Subtotal		\$0
RPS Software		
Productivity Suite License for up to 2.5M annual volume	1	\$6,750
Credit for existing Mavro software licensing	1	-\$6,750
RPS Software Subtotal		\$0
SOFTWARE Subtotal		\$636,292
THIRD PARTY SOFTWARE		
RPS Application File/MICR/NSF/Name & Address DB Server		
Windows Server 2008 w/Hs	-1	-\$1,200
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		\$0
Cashiering Application Server		
Windows Server 2008 w/Hs	-1	-\$1,200
Cashiering ApplicationServer Subtotal		\$0
Cashiering Database Server		
Windows Server 2008 w/Hs	-1	-\$1,200
Cashiering Database Server Subtotal		\$0
Cashiering Software		
Bad Check Module	-1	-\$12,500
Cashiering through WFS Interface using CORE	1	\$25,000
Image RPS Integration	1	\$21,000

Fit Gap Services	1	\$7,500
Cashiering Software Subtotal		\$53,500
IMS Archive/Deposit 24/7 Acceptance Server		
Windows Server 2008 w/Hs	-1	-\$1,200
IMS Archive/Deposit 24/7 Acceptance Server Subtotal		\$0
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
Windows Server 2008 w/Hs	-1	-\$1,200
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		\$0
IMS Web/Redirector Server (Intranet Only)		
Windows Server 2008 w/Hs	-1	-\$1,200
IMS Web/Redirector Server (Intranet Only) Subtotal		\$0
RPS Software		
Hypersoft and Nuance Software	7	\$3,500
Progress AppServer Enterprise 1 user license - Registered	20	\$2,400
Progress Enterprise Database - 5 user	1	\$6,030
Progress Enterprise Database - Additional User	15	\$11,025
Progress V11.x Upgrade - Media	1	\$100
Credit for existing Progress Workgroup software licensing	1	-\$4,433
RPS Software Subtotal		\$18,622
Orbograph CAR/LAR		
Orbograph Accura XV	1	\$12,256
Orbograph migration credit to upgrade to Accura XV	1	-\$8,754
Orbograph CAR/LAR Subtotal		\$3,502
THIRD PARTY SOFTWARE Subtotal		\$75,624
HARDWARE		
Burroughs NDP300 Quantum Sorter		
NDP 300 Quantum (Standup)	-1	-\$19,995
Upstream Front JPEG - HI Res	-1	-\$3,970
Upstream Rear JPEG	-1	-\$3,450
Rear Injet Endorser	-1	-\$2,790
E138 MICR Reader	-1	-\$2,995
Upstream Front CCITT	-1	-\$3,450
Upsteam Rear CCITT	-1	-\$3,450
Upstream Front Image	-1	-\$15,000
Upstream Rear Image	-1	-\$10,000
135dpm E13B Encoder	-1	-\$1,595
Secondary Merge Feeder	-1	-\$3,495
12 Pocket Module	-1	-\$6,595
Large Capacity Hopper	-1	-\$6,000

Burroughs NDP300 Quantum Sorter Subtotal		\$0
Burroughs SmartSource Adaptive Full Page Scanner		
SmartSource Adpative Series Full Page	1	\$1,940
SSP1-RGR Ranger SS Pro/Value Inbuilt	1	\$0
Adpative OCR option	-1	-\$119
Burroughs SmartSource Adaptive Full Page Scanner Subtotal		\$1,940
Opex		
OPEX AS7200i	1	\$51,495
MICR Reader for AS7200	1	\$2,750
Barcode Suite (1-D)	1	\$810
ScanLink (APO 3600Link)	1	\$3,000
Opex RED72 - Mill Cutter	1	\$24,950
Opex RED72 - Internal Printer and Software	1	\$1,155
Opex Rapid Extraction Deks 72-Hydraulic Height	1	\$2,750
Opex Subtotal		\$86,910
Racks & Stations		
HP Rack 10642 G2 Pallet Rack carbon, metallic	-1	-\$1,300
HP Stageworks MSL2024 Ultrium 1760 Tape library	-1	-\$6,459
HP TFT7600 KVM console rack mountable	-1	-\$1,680
HP Rack shelf graphite 1U	-1	-\$125
HP UPS R3000 UPS (Rack Mountable)	-1	-\$1,366
HP UB Interface Adapter	-1	-\$125
HP Rack fan kit (110 V) graphite	-1	-\$320
HP Low Voltage Modular Power Distribution Unit Zero	-1	-\$355
HP Server Console Switch 0x2x8 KVM switch PS/2	-1	-\$800
HP Rack side panel metallic graphite 42U 19	-1	-\$370
Racks & Stations Subtotal		\$0
Transport Controller		
Track Controller	-1	-\$2,500
PCI TCP PCBA	-1	-\$1,000
Touch Panel Monitor	-1	-\$1,495
Transport Controller Subtotal		\$0
Deposit 24/7		
HP Compaq 8000 Elite	-2	-\$1,798
Digital Check TS230 65	-2	-\$1,426
20 HP Monitor	-2	-\$250
Deposit 24/7 Subtotal		\$0
Networking		
Cisco Catalyst 2960 48 Port 10/100 Ethernet Switch	-1	-\$2,495
Networking Subtotal		\$0
Remote Printers		

Lexmark T 650n - printer	2	\$1,858
Remote Printers Subtotal		
RPS Application File/MICR/NSF/Name & Address DB Server		
HP ProLiant DL380 G6 Base Server rack mount	-1	-\$3,049
HP HE Gold Power Supply Power supply hot plug	-1	-\$249
HP Dual Port Enterprise Hard Drive 300GB hot	-4	-\$2,276
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		\$0
Cashiering Application Server		
HP ProLiant DL160 G6 Special Server	-1	-\$3,549
HP Warranty	-1	-\$558
HP Entry HD 160GB 3.5 Internal SATA 300/7200	-3	-\$327
Cashiering Application Server Subtotal		\$0
Cashiering Database Server		
HP ProLiant DL380 G6 Entry Server rack mount	-1	-\$2,289
HP Power cable IEC 320 EN 60320 C13 NEMA 5 15	-1	-\$15
HP Disk Drive DVD+ RW 8x Serial ATA	-1	-\$135
HP Controller	-1	-\$220
HP Ultrium Universal Cleaning Cartridge LTO	-1	-\$114
HP HD 4x	-4	-\$1,324
HP Storageworks Ultrium 920 LTO Tape Drive	-1	-\$2,149
Cashiering Database Server Subtotal		\$0
RPS Reformatter/IDT		
20 HP Monitor	-1	-\$125
HP Compaq 8000 Elite	-1	-\$899
RPS Reformatter/IDT Subtotal		\$0
Cashiering Workstation		
HP 505B Athlon II X2 220 2.8GHz	-61	-\$26,108
20 HP Monitor	-61	-\$7,625
Bar Code Scanner	11	\$3,069
Ingenico PIN Pad	-61	-\$36,295
Electronic Cash Drawer with cable	61	\$15,960
Electronic Cash Drawer w/ cable	-5	-\$1,425
Receipt Validation Printer	61	\$82,824
Receipt Validation Printer	-5	-\$7,395
Secure Keyboard Device	11	\$4,345
Secure Keyboard Device	45	\$17,775
OCR Scanner	-11	-\$16,445
Cashiering Workstation Subtotal		\$123,973
RPS Image Display Terminals		
HP Compaq 8000 Elite	-3	-\$2,697
20 HP Monitor	-3	-\$375

RPS Image Display Terminals subtotal		\$0
RPS Productivity Solution		
HP Compaq 8000 Elite	-1	-\$899
20 HP Monitor	-1	-\$125
SMARTSCASymbol LS 2208 Barcode Scanner - wired	1	\$207
RPS Productivity Solution Subtotal		\$207
RPS Interface/Deposit 24/7 Controller		
HP Compaq 8000 Elite	-1	-\$899
20 HP Monitor	-1	-\$125
RPS Interface/Deposit 24/7 Controller Subtotal		\$0
RPS Queue		
HP Compaq 8000 Elite	-1	-\$899
20 HP Monitor	-1	-\$125
RPS Queue Subtotal		\$0
RPS CAR/LAR/IQA System		
HP Compaq 8000 Elite	-1	-\$899
20 HP Monitor	-1	-\$125
RPS CAR/LAR/IQA System Subtotal		\$0
RPS Report and MICR Printer		
Lexmark T 650n - printer	2	\$1,858
RPS Report and MICR Printer Subtotal		\$1,858
IMS Archive/Deposit 24/7 Acceptance Server		
HP HD 4x	-8	-\$2,648
HP ProLiant ML350 G6 Server tower	-1	-\$3,799
HP Storageworks Ultrium 1760 Tape Drive LTO	-1	-\$2,799
HP Smart Array P 212/Zero Memory Controller	-1	-\$205
Electronic HP Care Pack 4 Hour 24.7 Same Day	-1	-\$543
IMS Archive/Deposit 24/7 Acceptance Server Subtotal		\$0
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
HP ProLiant ML350 G6 Server tower	-1	-\$3,799
Electronic HP Care Pack 4 Hour 24.7 Same Day	-1	-\$543
HP HD 4x	-5	-\$1,655
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		\$0
IMS Web/Redirector Server (Intranet Only)		
HP ProLiant DL380 G6 Base Server rack mount	-1	-\$3,049
Customer Supplied Hardware	1	\$0
HP Dual Port Enterprise Hard Drive 146GB	-2	-\$1,058
IMS Web/Redirector Server (Intranet Only) Subtotal		\$0
IMS DVD Writer Station		
HP Compaq 8000 Elite	-1	-\$899
20 HP Monitor	-1	-\$125

IMS DVD Writer Station Subtotal		\$0
New HP PC's		
8200E CMT C15/3.1 4GB 500GB DVDR W7P 64 SBY	11	\$9,889
P3405 A6/2.7 2GB 250GB DVD W7P 32 SBY	14	\$7,700
S1933 18.5IN LCD MON 1366 x 768 5MS VGA SBY	25	\$3,000
HP Promo 8200 Elite SFF	20	\$15,800
HP Promo LA2306x Widescreen LED LCD	20	\$4,340
New HP PC's Subtotal		\$40,729
IMS Base Application Software		
System Hasp	-1	-\$167
IMS Base Application Software Subtotal		\$0
Expenses and Freight		
Freight	1	\$0
Expenses and Freight Subtotal		\$0
Discount		
HARDWARE Subtotal		\$257,475
IMPLEMENTATION		
Initial Implementation Professional Services		
Professional Services Time and Material	1	\$436,970
Adjusted Professional Services Time and Material		\$574,163
Customer Support Site Support Hourly - \$185/hour	1	\$185
Implementation Professional Services Change Control for New Scope		
ECC1 Import Files		\$1,850
ECC3 Payment Code		\$5,180
ECC4 Non-Cash Transactions		\$9,250
ECC4 DBI CORE Training		\$6,000
ECC5 In-Line Exceptions		\$12,950
ECC6 DBI Interface		\$1,480
ECC13 DBI CORE Training		\$370
ECC17 DBI Configurations/GL		\$40,515
ECC22 Home Banking Import		\$2,960
ECC25 FIS Import File Modifications		\$1,360
ECC26 Training - CORE, ImageRPS and Optima3 IMS		\$39,750
ECC27 DBI GL Account Length		\$1,710
ECC28 Moscone Expansion District		\$7,850
ECC1 (410) Automated Indexing/Web CI		\$17,575
ECC16 (410) Legacy Data		\$9,250
ECC17 (410) Property/License Workflow		\$1,110

ECC20 (410) Encrypted Disk Groups/Status View Configuration		\$1,110
ECC21 (410) Automated Indexing Modification		\$1,850
ECC22 (410) Check Control Workflow		\$1,850
ECC28 (310) Adding new payment Type		\$7,850
ECC33 (310) Water Batch Number Assignment		\$2,220
ECC34 (310) Property Testing Host/Payment File Modifications		\$2,220
ECC36 (310) Total Amount Due Field Modification in ImageRPS		\$2,220
REM Process Wire Payments through RPS and change Bank Acct		\$50,783
IMPLEMENTATION Subtotal		\$803,611
SERVICES		
Deposit 24/7		
Remote Capture Deployment Program 1-99	-1	\$0
TS215/TS320 24 Month Factory Exchange Replacement	-2	\$0
Electronic HP Care Pack 4 hour Same Business Day	-2	-\$198
Deposit 24/7 Subtotal		\$0
RPS Application File/MICR/NSF/Name & Address DB Server		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$837
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		\$0
Cashiering Database Server		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$837
Electronic HP Care Pack—Extended Service	-1	-\$1,460
Cashiering Database Server Subtotal		\$0
RPS Reformatter/IDT		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS Reformatter/IDT Subtotal		\$0
Cashiering Workstation		
Electronic HP Care Pack 4 hour Same Business Day	-61	-\$6,039
Spare in the Air Program	-61	-\$11,956
Cashiering Workstation Subtotal		\$0
RPS Image Display Terminals		
Electronic HP Care Pack 4 hour Same Business Day	-3	-\$297
RPS Image Display Terminals Subtotal		\$0
RPS Productivity Solution		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
Mavro Professional Services	7	\$10,500
Mavro Daily PS	8	\$12,800
Mavro Daily PS	10	\$16,000
Mavro Daily PS	1	\$1,600
RPS Productivity Solution Subtotal		\$40,900
RPS Interface/Deposit 24/7 Controller		

Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS Interface/Deposit 24/7 Controller Subtotal		\$0
RPS Queue		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS Queue Subtotal		\$0
RPS CAR/LAR/IQA System		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS CAR/LAR/IQA System Subtotal		\$0
RPS ACH		
EPICWare Setup	1	\$1,240
RPS ACH Subtotal		\$1,240
IMS DVD Writer Station		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
IMS DVD Writer Station Subtotal		\$0
New HP PC's Warranty Service		
CARE PACK 3YR 9x5 4HR DC5100 DC7600 INCL MON	25	\$2,475
New HP PC's Warranty Service Subtotal		\$2,475
IMS Services		
IMS Standard Database Service	1	\$2,960
Professional Services	40	\$7,400
IMS Services Subtotal		\$10,360
Professional Services		
CORE Installation Services	99	\$148,500
CORE Installation Services	-59	-\$88,500
Base Installation Services	1	\$35,000
Professional Services Subtotal		\$95,000
Training		
Tech Level 2: Administration Basics Training in Mosinee	-5	-\$15,000
Tech level 1: end user basics	3	\$7,500
Training Subtotal		\$7,500
IMS Training		
Tech Level 2: Administration Basics Training in Mosinee	-2	-\$6,000
IMS Training Subtotal		\$0
Burroughs Services		
Burroughs Field Installation Services Actual Cost Billed	1	\$790
Burroughs Services Subtotal		\$790
Training		
System Administration Training - On site plus T&E - Customer training	1	\$16,800
Training Subtotal		\$16,800

SERVICES Subtotal		\$175,065
DISCOUNT		
Discounts		
Software Discount	1	\$61,986
Reflects the software section discount for this proposal		
Hardware Discount	1	\$25,933
Reflects the hardware section discount for this proposal		
Services Discount	1	\$104,873
Reflects the services section discount for this proposal		
Implementation Discount	1	\$51,144
Reflects the the implementation section discount for this proposal		
Discounts Subtotal		
DISCOUNT Subtotal		-\$332,461
Adjustment to Discount for Returned Items		\$104,015
Adjustment to Discount for Returned Hardware and Software - See Sections Above		
Adjustment to Discount for Delay in Project		-\$42,992
Total Investment:		\$1,676,629

Appendix B-7
Calculation of Charges – Online Business Registration Project

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$4,974,874.00 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-5 (Scope of Work for Online Business Registration Project) is as detailed below.

Contractor shall receive \$30,200 for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1 Rev 2. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$7,550
65%	Due on Delivery of Equipment	\$19,630
10%	Balance Due Upon Signature of Acceptance Certificate	\$3,020

Contractor shall receive payment for Professional Services in an amount not to exceed \$278,980 for the Scope of Work provided in Appendix A-5. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$69,745
15%	CRD Acceptance	\$41,847
10%	User Acceptance Testing Available	\$27,898
40%	Production Live Use	\$111,592
10%	Delivery Acceptance	\$27,898

Contractor shall receive Additional Professional Services fees not to exceed \$70,115. The Contractor shall charge the City \$185 per hour for such services. Although Section 16(a) of this Agreement includes all 379 Additional Professional Services hours (\$70,115), the City shall only be liable for payment for the hours used. The Additional Professional Services hours will be documented and approved prior to the usage. The Contractor shall separately bill and invoice these Additional Professional Services hours upon completion of the documented deliverable. A monthly report will be provided by the Contractor to keep the City and Contractor aware of the status.

Contractor shall receive maintenance fees for maintenance of the Appendix A-5 software in an amount that shall not exceed \$10,625 for the term of this Agreement. The maintenance fee shall be paid in two installments according to Schedule 1 below. The first maintenance fee shall be paid on the date the City begins Live Use of the System. All subsequent maintenance fee payments shall be invoiced on each anniversary of the date of the issuance of the Acceptance Certificate. The discount structure and early termination charges that are the components of the below schedule are detailed in Appendix B-2-REV4 (4 Year Maintenance Support Summary).

Schedule 1

City Begins Live Use of the System (October 1, 2015)	\$6,040
First Anniversary of Live Use (Pro-rated through June 26, 2017)	\$4,585

Appendix B-8
Calculation of Charges –Office of the Assessor-Recorder Document Management and Workflow Solution Implementation

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$4,974,874.00 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-6 (Scope of Work for Office of the Assessor-Recorder Document Management and Workflow Solution Implementation) is as detailed below.

Contractor shall receive \$154,600 for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1 Rev 2. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$38,650
65%	Due on Delivery of Equipment	\$100,490
10%	Balance Due Upon Signature of Acceptance Certificate	\$15,460

Contractor shall receive payment for Professional Services in an amount not to exceed \$111,478 for the Scope of Work provided in Appendix A-6. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$27,869
15%	CRD Acceptance	\$16,722
10%	User Acceptance Testing Available	\$11,148
40%	Production Live Use	\$44,591
10%	Delivery Acceptance	\$11,148

Contractor shall receive Additional Professional Services fees not to exceed \$138,380. The Contractor shall charge the City \$185 per hour for such services. Although Section 16(a) of this Agreement includes all 748 Additional Professional Services hours (\$138,380), the City shall only be liable for payment for the hours used. The Additional Professional Services hours will be documented and approved prior to the usage. The Contractor shall separately bill and invoice these Additional Professional Services hours upon completion of the documented deliverable. A monthly report will be provided by the Contractor to keep the City and Contractor aware of the status.

Contractor shall receive maintenance fees for maintenance of the System in an amount that shall not exceed \$54,391 for the term of this Agreement. The maintenance fee shall be paid in two installments according to Schedule 1 below. The first maintenance fee shall be paid on the date the City begins Live Use of the System. All subsequent maintenance fee payments shall be invoiced on each anniversary of the date of the issuance of the Acceptance Certificate. The discount structure and early termination charges that are the components of the below schedule are detailed in Appendix B-2-REV4 “4 Year Maintenance Support Summary”.

Schedule 1

City Begins Live Use of the System (October 1, 2015)	\$30,920
First Anniversary of Live Use (Pro-rated through June 26, 2017)	\$23,471

Appendix B-9

Calculation of Charges – Solution Version Upgrade and Workflow Enhancements Project

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$4,974,874.00 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-7 (Scope of Work for Solution Version Upgrade and Workflow Enhancements Project) is as detailed below.

Contractor shall receive \$22,124 for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1 Rev 2. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$5,531
65%	Due on Delivery of Equipment	\$14,381
10%	Balance Due Upon Signature of Acceptance Certificate	\$2,212

Contractor shall receive payment for Professional Services in an amount not to exceed \$496,097 for the Scope of Work provided in Appendix A-7. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$124,024
25%	User Acceptance Testing Available	\$124,024
40%	Production Live Use	\$198,439
10%	Delivery Acceptance	\$49,610

Contractor shall receive Additional Professional Services fees not to exceed \$3,885. The Contractor shall charge the City \$185 per hour for such services. Although Section 16(a) of this Agreement includes all 21 Additional Professional Services hours (\$3,885), the City shall only be liable for payment for the hours used. The Additional Professional Services hours will be documented and approved prior to the usage. The Contractor shall separately bill and invoice these Additional Professional Services hours upon completion of the documented deliverable. A monthly report will be provided by the Contractor to keep the City and Contractor aware of the status.