

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

Fourth Amendment

THIS AMENDMENT (this "Amendment") is made as of November 22, 2016 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;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 40963 14/15 on February 18, 2016;

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
Third Amendment,	dated May 27, 2015.

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 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, 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.

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, Appendix B-1 Rev 3, B Rev 2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, 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 2, B-1 Rev 2, B-2-Rev 4, B-3 and 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 and 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.

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 3, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12 "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. 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 **five million four hundred and forty five thousand and four hundred thirty six dollars and no cents (\$5,445,436.00)**. 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 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.

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 **SIX 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. 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.

2e. Appendix B-1 Rev 3. Appendix B-1 Rev 3, "Investment Overview", as attached, is hereby added to the Agreement and hereby replaces Appendix B-1, Appendix B-1 Amended, and Appendix B-1 Rev 2.

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

- a. Appendix A-9 - Scope of Work for Financial Services/PeopleSoft Project
- b. Appendix A-10 - Scope of Work for Optima^{3®} IMS Upgrade
- c. Appendix A-11 - Scope of Work for Additional Optima^{3®} IMS Licensing
- d. Appendix B-10 - Calculation of Charges - Financial Services/PeopleSoft Project
- e. Appendix B-11 - Calculation of Charges - Optima^{3®} IMS Upgrade
- f. Appendix B-12 - Calculation of Charges - Additional Optima^{3®} IMS Licensing

2g. 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 and A-11.

2h. 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, B-9, B-10, B-11 and B-12.

2i. Appendix B-1. All references to Appendix B-1, Appendix B-1 Amended, and Appendix B-1 Rev 2 in the Agreement shall henceforth refer to Appendix B-1 Rev 3.

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
Chief Assistant Treasurer
Office of the Treasurer & Tax Collector



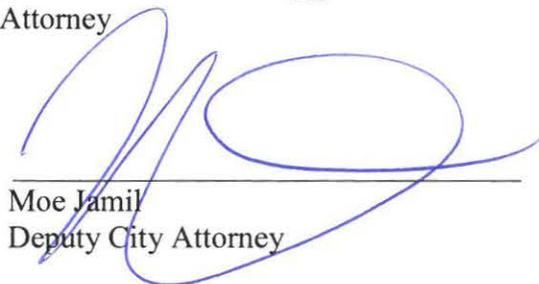
Jeff Penn
Vice President of Contracts
Wausau Financial Systems, Inc.
400 Westwood Drive, Suite 100
Wausau, WI 54401

Approved as to Form:

City vendor number: 47821

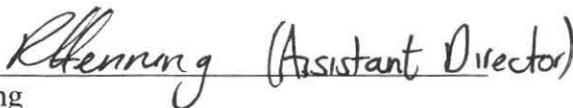
Dennis J. Herrera
City Attorney

By:



Moe Jamil
Deputy City Attorney

Approved:

for  (Assistant Director)

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

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Appendix A-9
Scope of Work for Financial Services/PeopleSoft Project

1. Project Description

The City and County of San Francisco and Office of the Treasurer and Tax Collector will be implementing PeopleSoft for financial management. Due to this change City has requested changes to their wire process to reduce current manual processes for processing wire payments. Changes to current wire and non-wire reporting are also required for processing by PeopleSoft.

As part of this project, Contractor resource(s) will create an import program for City for their current wire processing report, install and configure a new inline exception process for existing clients, create two new programs for Detailed Wires and Non-Wire transaction, and install and configure custom import and report programs for Detailed Wire and Non-Wire transactions in ImageRPS and IMS.

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 remote discovery meetings 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 – Financial Services/PeopleSoft

Optima3® IMS – Test & Production environments

- i) Update End-of-Year script
- ii) Configure import of new Non-Wire and Detailed Wire reports
- iii) Configure new Inline Exceptions process for Wire's for up to six (6) clients
 - a. Configure the RemitXML command service for inline payments and deploy data entry form
 - b. Configure Payment Exception workflow for six (6) clients
 - c. Assumes:
 - i. Department routing requirements and workflow actions can vary. Detailed requirements will be discussed and identified during the requirements gathering process and documented in the CRD. Additional effort may be required and if necessary will be mutually addressed through the change control process.

ImageRPS® - Implementation and Configuration of Test and Production environments

- i) Install and configure new inline exception process for six (6) clients
 - a. Wires imported from the Wire's report will be sent to this new inline exceptions workflow in IMS, an operator will then review and key, and finally they will be passed back to RPS for processing
- ii) Install and configure custom development deliverables (detailed below)
 - a. One (1) Import program
 - b. Two (2) custom report programs
 - c. One (1) custom host file program
 - d. Update the lookup tables

Custom Development

- i) Create one (1) import program for Wire's Report which will generate an ImageRPS® batch based on the contents of the file
- ii) Create two (2) report programs: one for the Detailed Wires, and one for the Non-Wires
 - a. Contractor requires final layout of the City wire report that will need to be imported to RPS to create wire batches, as well as a mockup of the data/format for the new Detailed Wire Report for PeopleSoft
 - b. Detailed Wire report shall be created by duplicating and modifying the existing GL Summary Report
 - c. Wire's report format is TBD
 - d. Assumes:
 - i. Report export shall be in PDF format
 - ii. Length requirement TBD during requirements gathering
 - iii. Detailed requirements will be discussed and identified during the requirements gathering process and documented in the CRD. Additional effort may be required and if necessary will be mutually addressed through the change control process
- iii) Create one (1) host program for the PeopleSoft
 - a. Host program will create an output file in the format identified in the Accenture spreadsheet for PeopleSoft
 - b. Detailed requirements will be discussed and identified during the requirements gathering process and documented in the CRD
- iv) Update lookup table
 - a. Includes adding fields identified in the Accenture spreadsheet for PeopleSoft and fields that will need to be added
 - b. City needs to complete the Accenture/PeopleSoft spreadsheet

3. Testing, Training and Other Support

- 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 provide one (1) operational user training session, informal knowledge transfer, during the period of application testing, for up to three (3) users, for one (1) operational shift.
- c. User Acceptance Testing/Post Production Support Phase I
 - i) Contractor to provide four (4) weeks of remote user acceptance testing support for City's testing within the test system, five (5) hours of support for each week for each Optima³® IMS and ImageRPS® Resource.
 - ii) Contractor to provide one (1) week of remote post-production support for City's validation within the production system, five (5) hours of support for each week for each Optima³® IMS and ImageRPS® Resource.

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 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 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.

h. 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.

i. City will ensure hardware is available on the network with adequate permissions prior to Contractor configuration.

- j. City will complete all database backups and verify.
- k. City will provide remote access to end user workstations.
- l. City will test all inputs, processes, and outputs
- m. City will resolve issues related to City network and security configurations.
- n. City will complete user acceptance testing within the agreed upon timelines
- o. City will complete go-live production activities within the agreed upon timelines. 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.
 - iv) 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.
 - v) Facilitate regular status meetings.
 - vi) Facilitate City transition meeting to Contractor Customer Care.

- 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	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.

8. Scope of Work Pricing and Billing

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

Activity	Standard Rate
Professional Services (Business Requirements Analyst, System Analyst, Implementation Specialist, Custom Programming)	\$185/hour
Project Management	\$185/hour
Program Management	\$250/hour
Subject Matter Expert, Solution Consultant	\$250/hour
Core Product Development	\$250/hour
Weekend or Off-Hour Efforts	\$278/hour

Contractor will invoice for all applicable charges in accordance with the Agreement.

Travel and living expenses associated with this SOW are additional, and shall be charged on an actual basis in accordance with the published Contractor travel policy. Per-diem charge is assessed for each resource traveling to the Customer site.

Appendix A-10
Scope of Work for Optima^{3®} IMS Upgrade

1. Project Description

The City and County of San Francisco, Office of the Treasurer and Tax Collector has requested an upgrade of IMS in order to take advantage of the new features provided and allow them the opportunity for process changes and enhancements.

As part of this project, Contractor resource(s) will upgrade City's Optima^{3®} IMS system to the latest available version.

2. Project Deliverables

a. Requirements Gathering/Customer Requirements Document

- i) Contractor to facilitate remote discovery meetings 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 electronic copy of Optima^{3®} IMS Module Reference Guides
- iv) Assumes each phase will be a separate Requirements Gathering/CRD deliverable

b. Remote Software Implementation –Optima^{3®} IMS Upgrade

Optima^{3®} IMS – Test & Production environments

- i) Perform file transfer of updated Optima^{3®} IMS application executable to City's Test and Production environments
- ii) Perform Optima^{3®} IMS database upgrade in City's Test and Production environments
- iii) Upgrade all processing workstations
- iv) Upgrade Web Services
- v) Configure PDF bundling for mass mailing
- vi) Provide system testing for the configured modules utilizing Contractor operational test processes
- vii) Assumes:
 - a. Upgrade shall be performed on existing hardware
 - b. Production upgrade shall be performed after hours
 - c. PDF bundling requires Optima^{3®} IMS version 16

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 provide one (1) operational user training session, informal knowledge transfer, during the period of application testing, for up to three (3) users, for one (1) operational shift.
- 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 Optima³® IMS test system, six (6) hours of support for each week.
 - ii) Contractor to provide one (1) week of remote post-production support for City's validation within the Optima³® IMS production system, six (6) hours of support for the week.
 - iii) Contractor to provide two (2) weeks of remote user acceptance testing support for City's testing within the ImageRPS[®] test system, four (4) hours of support for each week.
 - iv) Contractor to provide one (1) week of remote post-production support for City's validation within the ImageRPS[®] production system, four (4) hours of support for the week.

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 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 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.

h. 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.

i. City will ensure hardware is available on the network with adequate permissions prior to Contractor configuration.

j. City will complete all database backups and verify.

k. City will complete the following for the Optima³® IMS Upgrade:

a. Purge Doc Maintenance

b. Purge Transaction Log

c. Commit all batches from Processing/Imports

d. Upgrade all end-user workstations

l. City will configure any required folders within Outlook for integration.

m. City will provide remote access to end user workstations.

n. City will test all inputs, processes, and outputs

o. City will resolve issues related to City network and security configurations.

p. City will complete user acceptance testing within the agreed upon timelines

q. City will complete go-live production activities within the agreed upon timelines. 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.

iv) 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.

v) Facilitate regular status meetings.

vi) Facilitate City transition meeting to Contractor Customer Care.

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.

8. Scope of Work Pricing and Billing

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

Activity	Standard Rate
Professional Services (Business Requirements Analyst, System Analyst, Implementation Specialist, Custom Programming)	\$185/hour
Project Management	\$185/hour
Program Management	\$250/hour
Subject Matter Expert, Solution Consultant	\$250/hour

Activity	Standard Rate
Core Product Development	\$250/hour
Weekend or Off-Hour Efforts	\$278/hour

Contractor will invoice for all applicable charges in accordance with the Agreement.

Travel and living expenses associated with this SOW are additional, and shall be charged on an actual basis in accordance with the published Contractor travel policy. Per-diem charge is assessed for each resource traveling to the Customer site.

Appendix A-11
Scope of Work for Additional Optima^{3®} IMS Licensing

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 the following licensing be added to their Optima^{3®} IMS system:

- 1 Document Retention
- 1 Integration for Microsoft Outlook 2016
- 2 Office Business Application for 2016
- 47 Concurrent Client
- 17 Workflow/WorkView Concurrent Client

CONTRACTOR shall configure Document Retention-Dynamic in City's test and production environments. Dynamic retention allows the date of deletion to be determined based on a custom workflow or VB script. To remove documents that are configured with a dynamic retention type, an evaluation type Document Retention Processor must be run to process the documents, followed by a purging type Document Retention Processor that actually destroys the documents.

As part of this project, Contractor resource(s) will upgrade City's Optima^{3®} IMS system to the latest available version.

2. Project Deliverables

- a. Requirements Gathering/Customer Requirements Document
 - i) CONTRACTOR to facilitate remote discovery meetings 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 electronic copy of Optima^{3®} IMS Module Reference Guide
- b. Remote Software Implementation

Optima^{3®} IMS – Test & Production Environments

- i) CONTRACTOR to install license certificate, licensing shall include:
 - a. 1 Document Retention
 - b. 1 Integration for Microsoft Outlook 2016
 - c. 2 Office Business Application for 2016
 - d. 47 Concurrent Client
 - e. 17 Workflow/WorkView Concurrent Client
- ii) CONTRACTOR to configure up to two (2) documents for Document Retention-Dynamic within City's test environment

- iii) CONTRACTOR to configure up to five (5) documents for Document Retention-Dynamic within City's production environment

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 Document Retention-Dynamic solution utilizing CONTRACTOR operational test process including the use of production documents for acceptance testing.
- b. Training
 - i) CONTRACTOR to provide one (1) admin training session, informal knowledge transfer, during the period of application testing, for up to two (2) users, for one (1) operational shift.
 - a. Assumes one (1) two (2) hour training session on configuring templates
- c. User Acceptance Testing/Post Production Support
 - i) CONTRACTOR to provide three (3) weeks of remote user acceptance testing support for City's testing within the test system, four (4) hours of support for each week
 - ii) CONTRACTOR to provide two (2) weeks of remote post-production support for City's validation within the production system, four (4) hours of support for each week

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 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 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.

h. 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.

i. City will ensure hardware is available on the network with adequate permissions prior to Contractor configuration.

j. City will complete all database backups and verify.

k. City will complete the following for the Optima³® IMS Upgrade:

a. Purge Doc Maintenance

b. Purge Transaction Log

c. Commit all batches from Processing/Imports

d. Upgrade all end-user workstations

l. City will configure any required folders within Outlook for integration.

m. City will provide remote access to end user workstations.

n. City will test all inputs, processes, and outputs

o. City will resolve issues related to City network and security configurations.

p. City will complete user acceptance testing within the agreed upon timelines

q. City will complete go-live production activities within the agreed upon timelines. 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

c. 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.

iv) 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.

v) Facilitate regular status meetings.

vi) Facilitate City transition meeting to Contractor Customer Care.

d. 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.

8. Scope of Work Pricing and Billing

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

Activity	Standard Rate
Professional Services (Business Requirements Analyst, System Analyst, Implementation Specialist, Custom Programming)	\$185/hour
Project Management	\$185/hour
Program Management	\$250/hour
Subject Matter Expert, Solution Consultant	\$250/hour

Activity	Standard Rate
Core Product Development	\$250/hour
Weekend or Off-Hour Efforts	\$278/hour

Contractor will invoice for all applicable charges in accordance with the Agreement.

Travel and living expenses associated with this SOW are additional, and shall be charged on an actual basis in accordance with the published Contractor travel policy. Per-diem charge is assessed for each resource traveling to the Customer site

Appendix B Rev 2 Calculation of Charges

Contractor shall receive an amount not to exceed \$5,445,436 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 27, 2015
 Fourth Amendment Date: November 22, 2016 _____

		Original Contract	First Amend	Second Amend	Third Amend	Fourth 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		(\$8,095)	
Third Anniversary of Live Use (Pro-rated through June 26, 2017)	Not to exceed	\$117,561	\$0		(\$45,826)	
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			
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				\$390,226
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				\$6,214
First Anniversary of Live Use	Not to exceed				\$4,717

	<i>Subtotal</i>				\$10,931
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>				\$154,600
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>				\$111,478
Additional Professional Services Hours	Not to exceed 748 hrs @ \$185/hour, billed monthly				\$138,380
	<i>Subtotal</i>				\$249,858
Maintenance					
First Live Use	Not to exceed				\$30,920
First Anniversary of Live Use	Not to exceed				\$23,471
	<i>Subtotal</i>				\$54,391
Travel, Expense & Materials					
Travel	Billed actuals, per prior written approval				\$20,000
	<i>Subtotal</i>				\$20,000
SOLUTION VERSION UPGRADE AND WORKFLOW ENHANCEMENTS PROJECT (APPENDIX A-8)	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>				\$22,124
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
FINANCIAL SERVICES/PEOPLESOFT PROJECT (APPENDIX A-9)	Subtotal				\$190,920
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%				\$38,480
CRD Acceptance	15%				\$23,088
User Acceptance Testing Available	10%				\$15,392
Production Live Use	40%				\$ 61,568
Delivery Acceptance	10%				\$15,392
	Subtotal				\$153,920
Additional Professional Services Hours	Not to exceed 200 hrs @ \$185/hour, billed monthly				\$37,000
	Subtotal				\$190,920
Maintenance					
First Live Use	Not to exceed				\$0
First Anniversary of Live Use	Not to exceed				\$0
	Subtotal				\$0
OPTIMA IMS UPGRADE (APPENDIX A-10)	Subtotal				\$82,393
Software & Equipment					
<i>Percent</i>	<i>Deliverable</i>				
Cash with order	25%				\$750
Due on Delivery of Equipment	65%				\$1,950
Balance Due upon Signature	10%				\$300
	Subtotal				\$3,000
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				

Cash with order	25%				\$19,541
CRD Acceptance	15%				\$11,724
UAT Available	10%				\$7,817
Production Live Use	40%				\$31,265
Delivery Acceptance	10%				\$7,816
	Subtotal				\$78,163
Maintenance					
First Live Use	Not to exceed				\$600
First Anniversary of Live Use	Not to exceed				\$630
	Subtotal				\$1,230
ADDITIONAL OPTIMA IMS LICENSES (APPENDIX A-11)					
Software & Equipment					
<i>Percent</i>	<i>Deliverable</i>				
Cash with order	25%				\$31,775
Due on Delivery of Equipment	65%				\$82,615
Balance Due upon Signature	10%				\$12,710
	Subtotal				\$127,100
Professional Services					
<i>Deliverable</i>	<i>Percent</i>				
Cash with order	25%				\$4,510
CRD Acceptance	15%				\$2,706
UAT Available	10%				\$1,804
Production Live Use	40%				\$7,215
Delivery Acceptance	10%				\$1,803
	Subtotal				\$18,038
Maintenance					
First Live Use	Not to exceed				\$25,420
First Anniversary of Live Use	Not to exceed				\$26,691
	Subtotal				\$52,111
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
Fourth Amendment	Not to exceed				\$470,562
TOTAL	NOT TO EXCEED				\$5,445,436

**Appendix B-1 Rev 3
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		\$23,672
RPS ACH		
EPICWare Annual Fee	1	\$10,260
RPS ACH Subtotal		\$10,260

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		
AziA 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
AziA 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
IMS Base Application Software Subtotal		\$182,850
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 eSignature solution	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		
Enterprise Application Enabler	1	\$50,000
IMS Integration Subtotal		\$50,000
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
IMS Software for Upgrade and Enhancements		
PDF Framework License	1	\$3,000
Outlook Integration 2016	1	\$5,000
SOFTWARE Subtotal		\$641,552
THIRD PARTY SOFTWARE		
RPS Application File/MICR/NSF/Name & Address DB Server		
Windows Server 2008 w/Its	-1	-\$1,200
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		\$0
Cashiering Application Server		
Windows Server 2008 w/Its	-1	-\$1,200
Cashiering ApplicationServer Subtotal		\$0
Cashiering Database Server		
Windows Server 2008 w/Its	-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		\$66,000
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
IMS-Concurrent Client (1-100) each	31	\$43,400
IMS-Concurrent Client (101-200) each	16	\$19,200
IMS-Workflow/Workview Concurrent Client SL (1-20)	17	\$49,300
IMS-Office Business Application for 2016 (Concurrent) Each, (1-100)	2	\$200
IMS-Integration for Microsoft Outlook 2016	1	\$5,000
IMS-Document Retention	1	\$10,000
IMS-PDF Framework	1	\$3,000
THIRD PARTY SOFTWARE Subtotal		\$218,224
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 Endersef	-1	-\$2,790
E138 MICR Reader	-1	-\$2,995
Upstream Front CCHT	-1	-\$3,450

Upstream 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 Adaptive Series Full Page	1	\$1,940
SSP1-RGR Ranger SS Pro/Value Inbuilt	1	\$0
Adaptive—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 Decks 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
SMARTCASymbol 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
Adjusted Professional Services Time and Material 10/21/16		\$943,331
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		\$1,172,779
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 Mesinee	-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		\$2,147,191

Appendix B-10
Calculation of Charges - Financial Services/PeopleSoft Project

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,445,436 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-9 (Scope of Work for Financial Services/PeopleSoft Project) is as detailed below.

Contractor shall receive payment for Professional Services in an amount not to exceed \$153,920 for the Scope of Work provided in Appendix A-9. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$38,480
15%	CRD Acceptance	\$23,088
10%	User Acceptance Testing Available	\$15,392
40%	Production Live Use	\$61,568
10%	Delivery Acceptance	\$15,392

Contractor shall receive Additional Professional Services fees not to exceed \$37,000(thirty-seven thousand dollars and no cents). The Contractor shall charge the City \$185 per hour for such services. Although Section 16(a) of this Agreement includes all 200 Additional Professional Services hours (\$37,000), 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.

Appendix B-11
Calculation of Charges - Optima^{3®} IMS Upgrade

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,445,436 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-10 (Scope of Work for Optima IMS Upgrade) is as detailed below.

Contractor shall receive \$3,000 for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1Rev 3. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$750
65%	Due on Delivery of Equipment	\$1,950
10%	Balance Due Upon Signature of Acceptance Certificate	\$300

Contractor shall receive payment for Professional Services in an amount not to exceed \$78,163 for the Scope of Work provided in Appendix A-10. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$19,541
15%	CRD Acceptance	\$11,724
10%	User Acceptance Testing Available	\$7,817
40%	Production Live Use	\$31,265
10%	Delivery Acceptance	\$7,816

Contractor shall receive maintenance fees for maintenance of the System in an amount that shall not exceed \$1,230 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)	\$600
First Anniversary of Live Use (Pro-rated through June 26, 2017)	\$630

Appendix B-12
Calculation of Charges – Additional Optima^{3®} IMS Licenses

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,445,436 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-10 (Scope of Work for Optima IMS Upgrade) is as detailed below.

Contractor shall receive \$127,100 for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1Rev 3. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$31,775
65%	Due on Delivery of Equipment	\$82,615
10%	Balance Due Upon Signature of Acceptance Certificate	\$12,710

Contractor shall receive payment for Professional Services in an amount not to exceed \$18,038 for the Scope of Work provided in Appendix A-10. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$4,510
15%	CRD Acceptance	\$2,706
10%	User Acceptance Testing Available	\$1,804
40%	Production Live Use	\$7,215
10%	Delivery Acceptance	\$1,803

Contractor shall receive maintenance fees for maintenance of the System in an amount that shall not exceed \$52,111 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)	\$25,420
First Anniversary of Live Use (Pro-rated through June 26, 2017)	\$26,691