

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **June 20, 2014**, in San Francisco, California, by and between **WAUSAU Financial Systems, Inc., 875 Indianhead Drive, P.O. Box 37, Mosinee, WI 54455-0037** ("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, extend the performance period, increase the contract amount, and update standard contractual clauses;

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.

1b. 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, B, 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, B Amended, B-3, B-4, B-5, C and D attached hereto and incorporated by reference as though fully set forth herein.

2b. Section 7. Section 7(a) “Licensed Software; Grant of License” of the Agreement currently reads as follows:

7. Licensed Software

a. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City a non-exclusive and non-transferable license to use the Licensed Software and Programs. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

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

7. Licensed Software

a. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City a non-exclusive and non-transferable license to use the Licensed Software and Programs as listed in Appendix B-1 Amended. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

2c. 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 Appendix B, “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 Appendix A. 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 one million eight hundred thousand dollars and no cents (\$1,800,000.00). No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are 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 HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor’s invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor’s failure to provide HRC 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 HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

16. Payment

a. Compensation. The breakdown of costs associated with this Agreement appears in Appendices B Amended, B-1 Amended, B-2-Rev 3, B-3, B-4 and 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 five hundred thousand dollars and no cents (\$3,500,000.00). No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are 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 CMD 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.

2d. 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 TWO 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 **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.

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

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

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

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

- i. Appendix A-1 – Scope of Work for New Business Tax Integration Project
- ii. Appendix A-2 - Department of Building Inspections – iPayment Cashiering Integration with ACCELA
- iii. Appendix A-3 – Scope of Work for Solution Version Upgrade and Enhancements
- iv. Appendix B-3 Calculation of Charges – New Business Tax Integration Project
- v. Appendix B-4 Calculation of Charges – Department of Building Inspection Cashiering Integration
- vi. Appendix B-5 – Calculation of Charges – Solution Version Upgrade and Enhancements

2i. Appendix A. All references to Appendix A in the Agreement shall henceforth refer to Appendices A, A-1, A-3 and A-3.

2j. Appendix B. All references to Appendix B in the Agreement shall henceforth refer to Appendices B Revised, B-3, B-4 and B-5.

2k. Appendix B-2. All references to Appendix B-2 in the Agreement shall henceforth refer to Appendix B-2 Rev 3 Estimated 4 Year Support Summary.

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

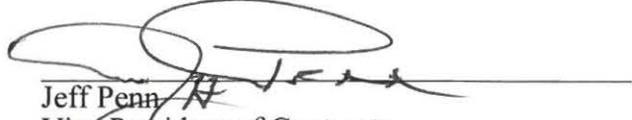
CONTRACTOR

Recommended by:

Wausau Financial Systems, Inc.



José Cisneros
Treasurer-Tax Collector
Office of the Treasurer-Tax Collector



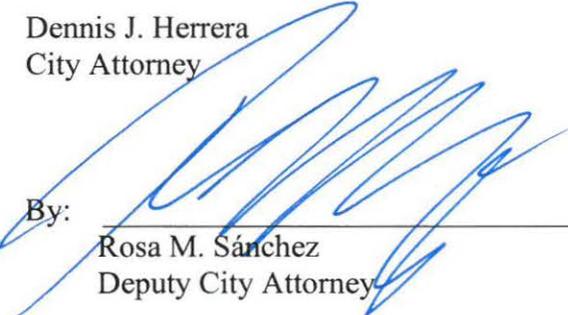
Jeff Penn
Vice President of Contracts
Wausau Financial Systems, Inc.
875 Indianhead Drive
Mosinee, WI 54455-0037

Approved as to Form:

City vendor number: 47821

Dennis J. Herrera
City Attorney

By:



Rosa M. Sánchez
Deputy City Attorney

Approved:



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

Appendix A-1

Scope of Work for New Business Tax Integration Project

1. Project Description

The City and County of San Francisco, Office of the Treasurer and Tax Collector, is in the process of implementing a new business tax system, AUMENTUM, from Thomson Reuters (the "System"). This new application will be the system of record for specific types of CCSF TTX payments already configured within the Wausau Financial Systems ("Contractor") Solution Set. To accommodate the new system, modifications and enhancements will be needed in the following clients:

- a. All Business Tax currently configured in the ImageRPS Client 14 – Business Tax
- b. Client 11 – Bureau of Delinquent Revenue, including Moscone Expansion District (MED) fee, Tourism Improvement District (TID) & Cigarette Litter Abatement Fee (CIG), currently configured in ImageRPS Client 11 – Bureau of Delinquent Revenue & Client 14 – Business Tax.
- c. License: New LICA and TLA, currently configured in ImageRPS Client 13 – License.
- d. These outlined tax and fee types configured in the ImageRPS Client 901 – Commingled.

As part of this project, Contractor resources will gather and document the information necessary to evaluate and validate the scope of the implementation and the services effort required to configure the deployed Wausau Financial Systems Solution Set to connect and to post to GRM for the aforementioned payment types.

At the completion of the Discovery process, Contractor will provide to City a Customer Requirements Document (CRD) describing the detailed work Contractor shall complete to install and configure the defined solution into the ImageRPS test, ImageRPS production, and ImageRPS development environments, and a Statement of Work (SOW) proposal describing the related implementation and the services effort.

2. Project Deliverables

Contractor shall complete the following list of project deliverables within the time scheduled agreed upon pursuant to Section 7, Project Milestones, of this Appendix.

- a. Modifications and Enhancements to Payment & Mail Processing including Cashiering
 - 1) The current Business Tax clients will be retained.
 - 2) Configuration changes will be made to the account one field of all existing stubs (virtual and physical) to allow acceptance of the AUMENTUM Bill Number ("Bill Number").
 - 3) The Bill Number will replace the current Tax ID/Certificate number that currently resides in the stub Account one (1) field.
 - 4) All payments shall be accepted under the existing business rules in place today.

5) Regarding the current Hotel Tax payments Moscone Expansion District (MED), Tourism Improvement District (TID), and Transient Occupancy Tax (TOT):

i) The current existing business rules will apply.

6) Changes will be required within clients 800 and 99 for three import files and hostfile for the Business Tax. The original business tax solution managed six (6) file imports. These imports will be reduced to three (3) and the payment posting file will be altered to accept the changes for the Bill Number.

7) Contractor shall make the following configuration:

i. Bureau of Delinquent Revenue (BDR) clients functionality will be removed from Business Tax clients.

ii. Business Tax Clients functionality will be removed from Bureau of Delinquent Revenue clients.

8) Data field configuration changes related to AUMENTUM – up to two (2) new account fields per AUMENTUM related stub document in iPayment, ImageRPS, MAVRO and IMS.

9) Configuration of current Business Tax clients related payment stub documents that contain OCR scanline in iPayment, ImageRPS, and IMS.

10) Changes for up to two (2) FoxPro[®] Host Files for payments and returns.

11) Three (3) new custom reports reflecting Daily, Monthly, and Yearly receipts Summaries.

12) Update the existing NSF Host File programs used by the electronic import NSF payment files related to the payment types migrating to AUMENTUM.

13) Changes to the existing Name & Address flat file data feed from AUMENTUM for ImageRPS based on WAUSAU's provided specifications to the City and AUMENTUM surrounding Business Tax.

b. Contractor shall make the following modifications and enhancements to Optima IMS which includes Workflow and Content Management:

1) Changes to IMS Auto-Indexing of the tax forms identified in the AUMENTUM & the City provided Interface Requirements Design Document.

i. Configure necessary Automated Indexing changes

ii. Configure IMS workflow to export Auto-Indexing statements with meta data to import back into IMS

2) Using a web service provided by the City, configure IMS to pass specified parameters to AUMENTUM using the web service

- 3) Changes to Inline Exceptions identified in the AUMENTUM & the City provided Interface.
- 4) Configure Business Activity Monitoring (BAM)
 - i. Configure one (1) BAM portlet
 - ii. Add one (1) user group to portlet
 - iii. Train the trainer on portlet configuration
 - iv. Train the trainer on adding user groups to portlets
- 5) Modify the Correspondence Workflow to exclude items with a reject reason.
- 6) Block of 405 hours for the purposes of building Gross Receipts Tax solutions utilizing Optima IMS workflow and enterprise content managements modules.
- 7) New perpetual license for IMS Enterprise Document Composition Module to assist business processes with tax payer correspondence and automated letter generation. Includes the configuration and workflow integration of 6 letter template types for CCSF provided use cases.

3. Testing, Training and Other Support

- a. Contractor shall modify authored Technical Specification document for support purposes.
 - 1) 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.
 - 2) No other Requirements Analyst (RA) time shall be allocated for this project request. All RA time shall be exclusive to internal use by Contractor.
- b. Contractor shall provide one (1) week of Configuration in the Test Environment for ImageRPS[®], IMS, and MAVRO.
 - 1) Includes one (1) remote dedicated Contractor resource for ImageRPS[®] one (1) IMS remote resource, one (1) CORE remote resource and one (1) MAVRO remote resource.
- c. One (1) week of Contactor Solution end-to-end testing using authored test plans/test use cases by the City.
 - 1) The CIty will scan test batches for system load and testing through workflows and business rules
 - i. Includes one (1) Contractor remote resource ImageRPS[®], one (1) for IMS remote, supplemented with remote non-dedicated resources from CORE and MAVRO (for remote resources, no more than 10 hours/week).
- d. Contractor shall provide one (1) week of On-site Training

1) Includes two (2) Contractor resources (one (1) remote for ImageRPS, one (1) for IMS) on-site.

i. Provide up to twenty (20) hours of group training IMS application.

e. Contractor shall provide two (2) weeks of remote User Acceptance Testing (UAT) Support.

1) Includes one (1) remote ImageRPS[®] resource. Hours will be ramped down over the course of the two weeks. Week one-32 hours, week two-24 hours. CORE and MAVRO remote resources, no more than 8 hours/week).

f. Contractor shall provide one (1) week of remote Contractor Test to Production transition.

1) Includes two (2) Contractor resources (one (1) remote for ImageRPS[®] for the full week, one (1) for IMS for 3 days) on-site, one (1) remote CORE resource, one (1) remote MAVRO resource (for remote resources, no more than 10 hours/week).

g. Contractor shall provide one (1) week of remote Production support.

1) Assumes Contractor transition to the Customer Care team as the primary resource, supplemented with remote non-dedicated resources (12 hours per week).

4. System Requirements

a. City will provide WAUSAU appropriate network and operating system permissions to install Contractor supplied components.

b. City will provide remote access to any City provided server(s) or workstation(s) not physically accessible.

c. City will provide the station naming/IP scheme information for support purposes.

d. City will transmit all files and reports. This includes internal file transfers, transfers to banks and/or any other third parties/locations that cannot be directly written to through a shared drive.

e. City will provide WAUSAU appropriate network and operating system permissions to install Contractor supplied components.

5. 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 provide access to the appropriate personnel for the Discovery phase.
- 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.

6. Contractor’s Roles & Responsibilities

- a. Project Management. Contractor shall do the following:
 - 1) Deliver and maintain project plan of activities and milestones.
 - i. Project Plan with Contractor activities shall be provided to the City after the Discovery phase has been completed.
 - 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
 - i. Maximum of one (1), sixty (60) minute conference call each week, based on eight (8) week project duration. Contractor shall be represented at these meetings.
- b. Requirements Gathering/Documentation
 - 1) Facilitate one (1) onsite meeting based on the City provided technical requirements and business rules to determine system requirements and related configuration specifications for initial AUMENTUM/Contractor Customer Requirements Document (CRD).
 - i. Onsite Contractor resource(s) for five (5) days:
 - a) One (1) Project Manager
 - b) One (1) ImageRPS Requirements Analyst/SME

- ii. Onsite Contractor resource(s) for three (3) days of the five (5) days:
 - a) One (1) ImageRPS Implementation Specialist or ImageRPS Technical Advisor
- iii. Onsite Contractor resource(s) for two (2) days of the five (5) days:
 - a) One (1) IMS Requirements Analyst/SME

2) Contractor shall create the Statement of Work for the effort required to configure the deployed Wausau Financial Systems Solution Set to connect and to post to GRM the payment types previously identified in this Appendix A-1.

3) Contractor shall create Requirements Document/Solution Overview and review for approval by City.

4) Facilitate two (2) remote conference meetings for up to two (2) hours with up to four (4) Contractor resources to present the initial Customer Requirements Document for approval by City.

c. Cashiering

1) Contractor and CORE will conduct an internal remote requirements review meeting based on the City provided technical specifications as shared during the Contractor led pre-sales and onsite Discovery activities. This requirements meeting is to discuss any questions based on the already provided artifacts.

2) CORE will provide feedback to Contractor based the shared information. Contractor will include the estimate of effort in the Statement of Work, and the description of the configuration changes in the Customer Requirements Document.

7. 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 signed by both parties.
2	Down payment received, if required per Order Agreement payment terms.
3	Order processed within WAUSAU
4	WAUSAU Delivery Services team assigned (WAUSAU Project Manager contacts the City within seven (7) business days.
5	Requirements gathering session facilitated by WAUSAU project team
6	Customer Requirements Document (CRD) created
7	Customer Requirements Document (CRD) reviewed with the City
8	Customer Requirements Document (CRD) revised by Wausau
9	Statement of Work (SOW) created by Wausau based on the Customer Requirements Document (CRD).
10	Customer Requirements Document (CRD) and Statement of Work (SOW) signed by the City and returned to WAUSAU. Requirements complete.

11	Configuration cycle, approximately five (5) business days
12	WAUSAU end to end testing in TEST environment, approximately five (5) business days
13	User Acceptance Testing lead by the City staff in TEST environment
14	Approval of UAT by the City
15	Save/back up production environment
16	Promote test environment changes to production
17	Project closure & knowledge transfer using the Customer Requirements Document (CRD), the Statement of Work (SOW), and any related Discovery artifacts.

8. 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-2

Scope of Work for the

Department of Building Inspections – iPayment Integration with ACCELA

1. Project Description

City and County of San Francisco is a current customer of WAUSAU Financial Systems, using iPayments to accept over the counter payments, ImageRPS[®] to create the bank deposits, and Optima^{3®} IMS (IMS) for archive.

2. Project Deliverables - Contractor shall:

- a. Create a web service between iPayment and Accela passing necessary data for permit payment processing.
- b. Web service to include agreed upon security/authentication to Accela.
- c. Create process to return iPayment transaction information to Accela application.
- d. Transmitted data will be passed to Image RPS maintained by TTX for deposit and archive purposes.

3. Project Management - Contractor shall:

- a. Deliver and maintain project plan of activities and milestones.
- b. Track and manage resolution of project issues, distribute documentation of issues to team.
- c. Monitor and control project scope, schedule and cost using Contractor's Change Control process, if necessary.
- d. Facilitate regular status meetings.
- e. Facilitate Customer transition meeting to Contractor's Customer Care

Assumes:

- a. Meeting Coverage:
 - o Project Status and Project Governance meetings of up to one (1), one (1) hour conference call each week, based on a sixteen (16) week project duration. Contractor and CORE will be represented in these meetings. (extended timeline or additional meetings will create Change Control)

4. City's Roles and Responsibilities

- a) The City will coordinate all contracted Tech21 and internal resource activities.

- b) The City will participate in discovery meetings, provide operational and technical requirements, file specifications, and complete all questionnaires prior to creation of the Project Specification, which will serve as the Customer Requirements Document.
- c) The City will be responsible for creating and executing a User Acceptance test plan. This test plan coupled with the Project Specification will be used by CORE to test basic functionality before transitioning the solution to the City for UAT.
- d) The City is responsible to provide Contractor appropriate network and operating system permissions to install Contractor supplied components.
- e) The City will be responsible to provide remote access to any City provided server(s) or workstation(s) not physically accessible.
- f) The City will be responsible to provide the station naming/IP scheme information for support purposes.
- g) The City will be responsible for the transmission of all files and reports. This includes internal file transfers, transfers to banks and/or any other third parties/locations that cannot be directly written to through a shared drive.
- h) The City will provide facilities and appropriate personnel for the any required meetings.
- i) The City will provide detailed requirements according to the agreed upon schedule.
- j) The City will provide written response to the initial Project Specification and all subsequent versions within (5) business days from receipt.
- k) The City will provide written acceptance of the final Project Specification.
- l) The City will allow CORE to have remote access to host system test database instance. CORE will conform to the security protocol of the City.
- m) The City will provide access to the appropriate personnel as required by CORE during configuration, development, installation and training.
- n) The City will provide access to the following: work area while on-site, remote and on-site access to test host system, test database and test application server for iPayment, test iPayment workstations and related peripheral hardware.
- o) The City will report all deficiencies as determined during system testing and provide at a minimum of (10) business days for correction by CORE. This is not intended to imply that all corrections will take (10) business days to correct. CORE is responsible for all items identified as assigned and documented in the Project Specification.

5. Contractor’s Roles and Responsibilities

- a) Contractor will deliver and maintain project plan of activities and milestones.

- b) Contractor will track and manage resolution of project issues, distribute documentation of issues to team.
- c) Contractor will monitor and control project scope, schedule and cost using Contractor Change Control process, if necessary.
- d) Contractor will facilitate regular status meetings.
- e) Contractor will facilitate the City transition meeting to Contractor's Customer Care.
- f) Contractor will ensure meeting coverage: Project Status and Project Governance meetings of up to one (1), one (1) hour conference call each week, based on sixteen (16) week project duration. Contractor and CORE will be represented in these meetings. (extended timeline or additional meetings will create Change Control).
- g) Contractor will conduct a remote requirements review meeting based on the City provided technical specifications as shared during the pre-sales activities. This requirements meeting is to discuss any questions based on the already provided artifacts.
- h) As a result of the remote requirement review meeting, an initial Project Specification will be prepared and delivered to the City according to the agreed upon schedule. This Project Specification will serve as the Customer Requirements Document (CRD).
- i) As a result of the feedback to the initial Project Specification a final version of Project Specification will be prepared for the formal acceptance of the Parties. Once accepted the final Project Specification will be incorporated herein as the controlling functional document for all system acceptance testing by the City.
- j) Contractor will configure, customize, test, install and train the iPayment system, its components, modules and enhancements, in accordance with the project schedule contained within the final version of the Project Specification.
- k) Contractor will provide corrections for all deficiencies determined during user acceptance testing to conform to the final Project Specification within (5) business days of notification of said deficiency by the City to CORE in an agreed to form. This is not intended to imply that all corrections will take (5) business days to correct.
- l) Contractor will provide administrative and User documentation customized to the final delivered solution.

6. Project Timeline

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.

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-3

Scope of Work for Solution Version Upgrade and 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 this project, Contractor resources will gather and document the information necessary to evaluate and validate the scope of the implementation and the services effort required to upgrade, and re-configure the deployed Wausau Financial Systems ImageRPS® for all existing clients

At the completion of the Discovery process, Contractor will provide to City a Customer Requirements Document (CRD) describing the detailed work Contractor shall complete to install and configure the defined solution into the ImageRPS® test, ImageRPS® production, and ImageRPS® development environments, and a Statement of Work (SOW) proposal describing the related implementation and the services effort.

2. Project Deliverables

Contractor shall complete the following list of project deliverables within the time scheduled agreed upon pursuant to Section 7, Project Milestones, of this Appendix.

- a. Evaluate existing deployment of ImageRPS® and IMS® for all clients
 - i) Determine where the new version supports a different implementation of each client.
 - ii) Analyze the deployment of each client and document where opportunities exist to create a consistent approach across clients.
 - iii) Create wire payment process for all clients.
 - iv) Create NSF payment process enabling reporting capabilities.
 - v) Create process to generate reject letters from IMS and will be indexed and searchable in the content management system.
 - vi) Modify property tax processing by reconfiguring payment processing workflow, updating payment documents, and adjusting.
 - vii) Create a CRD that documents a go-forward approach for deployment of the new version and includes the recommendations and approach resulting from the analysis in "ii" above.

b. Contractor shall make the modifications to the existing deployment of ImageRPS® and IMS® in collaboration with The City and County of San Francisco, Office of the Treasurer and Tax Collector. For each modification, Contractor shall provide an Estimate of Effort and will further inform The City and County of San Francisco, Office of the Treasurer and Tax Collector in those cases where the actual effort is expected to exceed the estimate by more than 10%.

3. Testing, Training and Other Support

a. Contractor shall modify authored Technical Specification document for support purposes.

i. 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.

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 UAT.

5. Contractor’s Roles & Responsibilities

a. Project Management - Contractor shall do the following:

i. Deliver and maintain project plan of activities and milestones

1) Project Plan with Contractor activities shall be provided to the City after the Discovery phase has been completed.

ii. Track and manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.

1) Distribution/Review of project issues will occur in regular status meetings (see below).

iii. Monitor and control project scope, schedule and cost using Contractor Change Control process, if necessary.

1) 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.

iv. Facilitate regular status meetings

b. Requirements Gathering/Documentation

1) Facilitate onsite meetings based on the City provided technical requirements and business rules to determine system requirements and related configuration specifications for initial Contractor Customer Requirements Document (CRD).

2) Contractor shall create the Statement of Work for the effort required to configure the ImageRPS® and IMS® solutions to support the CRD

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 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	Customer Requirements Document (CRD) created
7	Customer Requirements Document (CRD) reviewed with the City
8	Customer Requirements Document (CRD) revised by Contractor
9	Statement of Work (SOW) created by Contractor based on the Customer Requirements Document (CRD).
10	Customer Requirements Document (CRD) and Statement of Work (SOW) signed by the City and returned to Contractor. Requirements complete.
11	Contractor delivers changes in test environment
12	User Acceptance Testing lead by the City
13	Approval of UAT by the City
11	Project closure & knowledge transfer using the Customer Requirements Document (CRD), the Statement of Work (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 Amended
Calculation of Charges**

In accordance with Section 16(a) (Compensation) of the Agreement, Contractor shall receive an amount not to exceed three million five hundred thousand dollars and no cents (\$3,500,000.00) compensation for equipment, software, professional services rendered and annual maintenance. This sum shall be paid as follows:

Contract Original Date June 27, 2011

Contract Amendment June 20, 2014

		Contract Original	Amendment
Software & Equipment			
Percent	Deliverable		
25%	Cash with order	\$ 71,181	
50%	Due on Delivery of Equipment	\$ 213,542	
25%	Balance Due upon Signature	\$ 71,181	\$ 165,375
Professional Services			
	Monthly Not to exceed	\$ 658,473	\$ 282,913
Maintenance			
	First Live Use	\$ 90,976	\$ 22,068
	First Anniversary of Live Use	\$ 106,702	\$ 4,563
	Second Anniversary of Live Use	\$ 113,655	\$ 951
	Third Anniversary of Live Use (Pro-rated through June 26, 2017)	\$ 117,561	\$ -
	Anniversary 5	\$ 122,389	\$ (122,389)
Travel, Expense & Materials			
	Billed actual – per advance approval	\$ 234,000	\$ 100,000
Subtotal		\$ 1,799,660	\$ 453,481
New Scope – Gross Receipts Integration/Aumentum			
Software & Equipment			
Percent	Deliverable		
25%	Cash with order		\$ 20,125
65%	Due on Delivery of Equipment		\$ 52,325
10%	Balance Due upon Signature		\$ 8,050
Professional Services			
Percent	Deliverable		
25%	Cash with order		\$ 121,653
15%	Requirements Document Acceptance		\$ 72,992
10%	User Acceptance Training		\$ 48,661
40%	Production Live Use		\$ 194,644
10%	Delivery Acceptance		\$ 48,661
Maintenance			
	First Live Use		\$ 12,328
	First Anniversary of Live Use		\$ 12,698
	Second Anniversary of Live Use		\$ 13,079
	Third Anniversary of Live Use (Pro-rated through June 26,		\$ 9,927

		Contract Original	Amendment
2017)			
	<i>subtotal</i>		\$ 615,143
<i>New Scope – DBI Integration – ACCELA Professional Services</i>	-		
<i>Percent</i>	<i>Deliverable</i>		
25%	Cash with order		\$ 37,393
15%	Requirements Document Acceptance		\$ 22,436
10%	User Acceptance Training		\$ 14,957
40%	Production Live Use		\$ 59,858
10%	Delivery Acceptance		\$ 14,958
	<i>subtotal</i>		\$ 149,602
<i>New Scope – Solution Version Upgrade & Enhancements Professional Services</i>	-		
<i>Percent</i>	<i>Deliverable</i>		
25%	Cash with order		\$ 112,500
15%	Requirements Document Acceptance		\$ 67,500
10%	User Acceptance Training		\$ 45,000
40%	Production Live Use		\$ 180,000
10%	Delivery Acceptance		\$ 45,000
	<i>subtotal</i>		\$ 450,000
Subtotal			\$ 1,214,745
Original Contract Amount			\$ 1,799,660
Additional Amended Amount			\$ 1,668,226
New Not to Exceed Contract Amount			\$ 3,467,886

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		\$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		

Description	Qty	Total Investment
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

Description	Qty	Total Investment
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
SOFTWARE Subtotal		\$448,752
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 Application Server 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/Its	-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/Its	-1	-\$1,200
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		\$0
IMS Web/Redirector Server (Intranet Only)		
Windows Server 2008 w/Its	-1	-\$1,200
IMS Web/Redirector Server (Intranet Only) Subtotal		\$0
THIRD PARTY SOFTWARE Subtotal		\$66,000

Description	Qty	Total Investment
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
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

Description	Qty	Total Investment
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

Description	Qty	Total Investment
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

Description	Qty	Total Investment
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	±	\$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

Description	Qty	Total Investment
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

Description	Qty	Total Investment
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
SERVICES Subtotal		\$158,265
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		

Description	Qty	Total Investment
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:		\$1,462,665



Appendix B-2-REV3
Estimated 4 Year Support Summary
City and County of San Francisco S346
Support Summary:

Standard Software Support, CST 7am-7pm M-F, Holidays Excluded
Standard Hardware Support, CST 8am-5pm M-F, Holidays Excluded

4 - Year Software Support Agreement	Year 1	Year 2	Year 3	Year 4	Total
Hardware Total	\$ 27,019	\$ 23,995	\$ 24,715	\$ 18,761	\$ 94,490
Software Total	\$ 106,905	\$ 108,661	\$ 111,923	\$ 84,958	\$ 412,448
Software Multi Year Discou	8% \$ (8,552)	\$ (8,693)	\$ (8,954)	\$ (6,797)	\$ (32,996)
Total Multi year Discount Maintenance	\$ 125,372	\$ 123,963	\$ 127,684	\$ 96,922	\$ 473,942
Total Savings	\$ (32,996)				

4 - Year Early Cancellation Fee	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Year 1	\$ (32,996)	\$ (32,446)	\$ (31,896)	\$ (31,346)	\$ (30,796)	\$ (30,246)	\$ (29,696)	\$ (29,146)	\$ (28,596)	\$ (28,046)	\$ (27,497)	\$ (26,947)
Year 2	\$ (26,397)	\$ (25,847)	\$ (25,297)	\$ (24,747)	\$ (24,197)	\$ (23,647)	\$ (23,097)	\$ (22,547)	\$ (21,997)	\$ (21,447)	\$ (20,897)	\$ (20,347)
Year 3	\$ (19,797)	\$ (19,248)	\$ (18,698)	\$ (18,148)	\$ (17,598)	\$ (17,048)	\$ (16,498)	\$ (15,948)	\$ (15,398)	\$ (14,848)	\$ (14,298)	\$ (13,748)
Year 4	\$ (13,198)	\$ (12,648)	\$ (12,098)	\$ (11,549)	\$ (10,999)	\$ (10,449)	\$ (9,899)	\$ (9,349)	\$ (8,799)	\$ (8,249)	\$ -	\$ -

***Multi-year discount is for software only

***The annual maintenance increase calculation for this projection is 3%.

***For the number calculations, the cents are rounded to the nearest dollar amount.

***Multi -year software contract with annual payment terms.

***Early cancellation fee is a sliding scale, for software maintenance only, that starts with the total discount and decreases by the remaining discount portions.

S346 City & County of San Francisco					10/1/13-9/30/14	10/1/14-9/30/15	10/1/15-9/30/16	10/1/16-6/26/17
Item number	Description	Qty	Selling Price	Unit Maint	Year 1	Year 2	Year 3	Year 4
CTIPC1	Concurrent Client (1-100) EA	10	\$ 1,200.00	\$ 216.00	\$ 2,160	\$ 2,225	\$ 2,292	\$ 1,740
OBIPW1-STD	Multi-user database single institution	1	\$ 5,000.00	\$ 900.00	\$ 900	\$ 927	\$ 955	\$ 725
UIPI1	Web services toolkit	1	\$ 10,000.00	\$ 1,800.00	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,450
WLIPC1	Workflow concurrent client SL (1-20)	7	\$ 2,000.00	\$ 360.00	\$ 2,520	\$ 2,596	\$ 2,673	\$ 2,029
WLIPW1	Workflow workstation client SL (1-20)	1	\$ 1,250.00	\$ 225.00	\$ 225	\$ 232	\$ 239	\$ 181
410-VRN-MA	Verification report notification	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UNIP1	Unity Client Server	1	\$ 10,000.00	\$ 1,800.00	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,450
* 410-01-000002-06-00	IMS Database Service	1	\$ 2,960.00		\$ -	\$ 592	\$ 610	\$ 463
CTIPC1	Concurrent Client (1-100) EA	43	\$ 1,200.00	\$ 216.00	\$ 9,288	\$ 9,567	\$ 9,854	\$ 7,480
IAIPW1	Automated indexing	1	\$ 10,000.00	\$ 1,800.00	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,450
WTIPW1	Web server	1	\$ 10,000.00	\$ 1,800.00	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,450
DIIPW1	Production document imaging	1	\$ 5,000.00	\$ 900.00	\$ 900	\$ 927	\$ 955	\$ 725
WLIPC1	Workflow concurrent client SL (1-20)	13	\$ 2,000.00	\$ 360.00	\$ 4,680	\$ 4,820	\$ 4,965	\$ 3,769
WLIPC2	Workflow concurrent client SL (21-50)	5	\$ 1,600.00	\$ 288.00	\$ 1,440	\$ 1,483	\$ 1,528	\$ 1,160
EHIPI1	Encrypted Diskgroups	1	\$ 10,000.00	\$ 1,800.00	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,450
IRIPI1	ICR Support for Full Page OCR and Autom	1	\$ 5,000.00	\$ 900.00	\$ 900	\$ 927	\$ 955	\$ 725
IRIPI1	ICR Support for Full Page OCR and Autom	1	\$ 5,000.00	\$ 900.00	\$ 900	\$ 927	\$ 955	\$ 725
STIPI1	Status View	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CMIP1	Configuration Migration Utility	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
XMIPW1	Tag Import Processor - XML	1	\$ 7,000.00	\$ 1,400.00	\$ 1,400	\$ 1,442	\$ 1,485	\$ 1,127
BDIPI1	Enterprise Document Composition	1	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,300	\$ 10,609	\$ 8,053
BAIPI1	Business Activity Monitoring	1	\$ 10,000.00	\$ 2,000.00	\$ 2,000	\$ 2,060	\$ 2,122	\$ 1,611
					\$ 46,313	\$ 48,295	\$ 49,746	\$ 37,760

* 1 yr warranty, will be billed maintenance in year 2

S346 City & County of San Francisco					10/1/13-9/30/14	10/1/14-9/30/15	10/1/15-9/30/16	10/1/16-6/26/17
Item number	Description	Qty	Selling Price	Unit Maint	Year 1	Year 2	Year 3	Year 4
310-BARCODESCN-10	Bar code scanner	11	\$ 279	\$ 50	\$ 642	\$ 567	\$ 583	\$ 443
310-ECD-10	Electronic Cash Drawer with cable	56	\$ 285	\$ 51	\$ 3,333	\$ 2,942	\$ 3,030	\$ 2,300
310-RVP-10	Receipt Validation Printer	56	\$ 1,479	\$ 266	\$ 17,385	\$ 15,343	\$ 15,803	\$ 11,996
310-SKD-10	Secure Keyboard Device	11	\$ 395	\$ 71	\$ 912	\$ 804	\$ 829	\$ 629
310-SKD-10	Secure Keyboard Device	45	\$ 395	\$ 71	\$ 3,729	\$ 3,291	\$ 3,390	\$ 2,573
30G0100	Lexmark T 650n-printer	2	\$ 929	\$ 167	\$ 334	\$ 344	\$ 355	\$ 269
30G0100	Lexmark T 650n-printer	2	\$ 929	\$ 167	\$ 334	\$ 344	\$ 355	\$ 269
SSA1307030-PKFRANKE	SmartSource Adaptive Series, Full Page	1	\$ 1,940	\$ 349	\$ 349	\$ 360	\$ 370	\$ 281
ICASH	CORE payment revenue portal	1	\$ 75,000	\$ 13,500	\$ 15,756	\$ 13,905	\$ 14,322	\$ 10,872
310-BADCHECK-10	Bad check module	1	\$ 12,500	\$ 2,250	\$ 2,626	\$ 2,318	\$ 2,387	\$ 1,812
*310-MSGTW-10	Managed services gateway	1	\$ 4,875	\$ 4,875	\$ -	\$ 975	\$ 1,004	\$ 762
310-RPSNONIQA-07	IMAGERPS Image quality assurance	1	\$ 12,000	\$ 2,160	\$ 2,160	\$ 2,225	\$ 2,292	\$ 1,740
V712-1234573-1300	OrboCAR Accura	1	\$ 11,672	\$ 2,100	\$ 2,100	\$ 2,163	\$ 2,228	\$ 1,691
*EPICWARE-0240	Epicware annual fee	1	\$ 10,260	\$ 10,260	\$ -	\$ 2,052	\$ 2,114	\$ 1,604
310-RVBUNDLE-06	ImageRPS Retail only Vol lic	1	\$ 52,425	\$ 9,437	\$ 9,437	\$ 9,720	\$ 10,012	\$ 7,600
310-3P-000404-08-01	Hypersoft and Nuance software	8	\$ 500	\$ 90	\$ 720	\$ 742	\$ 764	\$ 580
310-CUSTOMIMPORT-08	3rd Party Custom Import into ImageRPS <3M	1	\$ 12,500	\$ 2,250	\$ 2,250	\$ 2,318	\$ 2,387	\$ 1,812
RPS-PDBV10-5-07	ImageRPS workgroup database 5 user	1	\$ 3,790	\$ 682	\$ 682	\$ 702	\$ 724	\$ 549
RPS-PAPPSREGBUN-ENT-10	AppServer enterprise 5 user license	1	\$ 550	\$ 99	\$ 99	\$ 102	\$ 105	\$ 80
RPS-PDBV10-WKG-ADD-07	ImageRPS workgroup DB- additional user	8	\$ 310	\$ 56	\$ 448	\$ 461	\$ 475	\$ 361
14541094	pcAnywhere H & R 12.5	1	\$ 200	\$ 36	\$ 36	\$ 37	\$ 38	\$ 29
310-IC-INTWFS-11	Cashiering through WFS interface	1	\$ 25,000	\$ 4,500	\$ 4,500	\$ 4,635	\$ 4,774	\$ 3,624
310-IC-INT-RPS	Image RPS integration	1	\$ 21,000	\$ 3,780	\$ 3,780	\$ 3,893	\$ 4,010	\$ 3,044
310-MAVRO-VBCH-11-01	Virtual Batch	1	\$ 10,000	\$ 1,800	\$ 2,101	\$ 1,854	\$ 1,910	\$ 1,450
310-MAVRO-RELEASE-08-01	Opex release script	1	\$ 7,500	\$ 1,350	\$ 1,576	\$ 1,391	\$ 1,432	\$ 1,087
310-MAVRO-CP-01	Check perfling	1	\$ 10,750	\$ 1,935	\$ 2,258	\$ 1,993	\$ 2,053	\$ 1,558
310-MAVRO-CIE-01	Check image Enhancement	1	\$ 10,750	\$ 1,935	\$ 2,258	\$ 1,993	\$ 2,053	\$ 1,558
310-MAVROCUSMOD-12	Mavro custom modules	1	\$ 37,150	\$ 6,687	\$ 7,805	\$ 6,888	\$ 7,094	\$ 5,385
					\$ 87,611	\$ 84,361	\$ 86,892	\$ 65,959
* 1 yr warranty, will be billed maintenance in year 2								
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Appendix B-3
Calculation of Charges – New Business Tax Integration Project

In accordance with Section 16(a) (Compensation) of the Agreement, Contractor shall receive an amount not to exceed three million five hundred thousand dollars and no cents (\$3,500,000.00) compensation for equipment, software, professional services rendered and annual maintenance. The breakdown of charges for Appendix A-1 (Scope of Work for New Business Tax Integration Project) is as detailed below:

Contractor shall receive **\$80,500.00** for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1 Amended. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$20,125
65%	Due on Delivery of Equipment	\$52,325
10%	Balance Due Upon Signature of Acceptance Certificate	<u>\$8,050</u>
	Subtotal	\$80,500

Contractor shall receive payment for professional services in an amount not to exceed **\$486,610** for the Scope of Work provided in Appendix A-1. Professional services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$121,653
15%	CRD Acceptance	\$72,992
10%	User Acceptance Testing Available	\$48,661
40%	Production Live Use	\$194,644
10%	Delivery Acceptance	<u>\$48,661</u>
	Subtotal	\$486,610

Contractor shall receive maintenance fees for maintenance of the Appendix A-1 software and equipment in an amount that shall not exceed **\$48,032** for the term of this Agreement. The maintenance fee shall be paid in five 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-REV 3, 4 Year Maintenance Support Summary.

Schedule 1

City Begins Live Use of the System (October 1, 2013)	\$12,328
First Anniversary of Live Use	\$12,698
Second Anniversary of Live Use	\$13,079
Third Anniversary of Live Use (Pro-rated through June 26, 2017)	\$9,927
Subtotal	\$48,032

Appendix B-4

Calculation of Charges – Department of Building Inspection Cashiering Integration

In accordance with Section 16(a) (Compensation) of the Agreement, Contractor shall receive an amount not to exceed three million five hundred thousand dollars and no cents (\$3,500,000.00) under this Agreement. The breakdown of charges for Appendix A-2 (Scope of Work for the Department of Building Inspections – iPayment Intgration with ACCELA) is as detailed below:

Contractor shall receive payment for Professional Services in an amount not to exceed **\$149,602** for the Scope of work provided in Appendix A-2. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$37,393
15%	CRD Acceptance	\$22,436
10%	User Acceptance Testing Available	\$14,957
40%	Production Live Use	\$59,828
10%	Delivery Acceptance	<u>\$14,958</u>
	Subtotal	\$149,602

Appendix B-5

Calculation of Charges – Solution Version Upgrade and Enhancements

In accordance with Section 16(a) (Compensation) of the Agreement, Contractor shall receive an amount not to exceed three million five hundred thousand dollars and no cents (\$3,500,000.00) under this Agreement. The breakdown of charges for Appendix A-3 (Scope of Work for solution Version Upgrade and Enhancements) is as detailed below:

Contractor shall receive payment for Professional Services in an amount not to exceed **\$450,000** for the Scope of work provided in Appendix A-3. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Net 30 days from Start of Order	\$112,500
15%	Requirements Document Acceptance	\$67,500
10%	User Acceptance Training	\$45,000
40%	Production Live Use	\$180,000
10%	Delivery Acceptance	<u>\$45,000</u>
	Subtotal	\$450,000