

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

Fifth Amendment

THIS AMENDMENT (this "Amendment") is made as of May 3, 2017 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 and 4082 12/13 on May 9, 2017;

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
Fourth Amendment,	dated November 22, 2016.

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 3. Section 3 “Term of the Agreement” of the Agreement currently reads as follows:

3. Term of the Agreement. The term of this Agreement shall be from June 27, 2011 to June 26, 2017 with the option to renew for up to four years at the sole and absolute discretion of City.

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

3. Term of Agreement. The term of this Agreement shall be from June 27, 2011 to June 26, 2021.

2b. 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-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.

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

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

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

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 3, B-1 Rev 4, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17 "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Compensation for professional services performed by Contractor shall be made within thirty (30) days after an invoice has been submitted to City and the Treasurer concludes the services have been performed, in his or her reasonable discretion, in accordance with Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15. 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 seven hundred sixty-six thousand and two hundred fifty-two dollars and no cents (\$5,766,252.00)**. 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.

2d. Appendix B Rev 3. Appendix B Rev 3, "Calculation of Charges", as attached, is hereby added to the Agreement and hereby replaces Appendix B, Appendix B Amended, and Appendix B Rev 2.

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

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

- a. Appendix A-12 - Scope of Work for DBI Financial Services/PeopleSoft Implementation
- b. Appendix A-13 - Scope of Work for Optima3® IMS Import Processor Client (BDR)
- c. Appendix A-14 - Scope of Work for EMS - IMS Document Import Processor Setup
- d. Appendix A-15 – Scope of Work for Additional Enhancements to the Financial Services/PeopleSoft Project
- e. Appendix B-13 - Calculation of Charges – DBI Financial Services/PeopleSoft Implementation
- f. Appendix B-14 - Calculation of Charges - Optima3® IMS Import Processor Client (BDR)
- g. Appendix B-15 - Calculation of Charges - ECM - DPH IMS Licenses and Workflow Configuration
- h. Appendix B-16 – Calculation of Charges for EMS - IMS Document Import Processor Setup
- i. Appendix B-17 – Calculation of Charges for Additional Enhancements to the Financial Services/PeopleSoft project

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, A-11, A-12, A-13, A-14 and A-15.

2h. Appendix B. All references to Appendix B and Appendix B Amended in the Agreement shall henceforth refer to Appendices B 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, B-13, B-14, B-15, B-16, and B-17.

2i. Appendix B-1. All references to Appendix B-1, Appendix B-1 Amended, Appendix B-1 Rev 2, and Appendix B-1 Rev 3 in the Agreement shall henceforth refer to Appendix B-1 Rev 4.

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

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

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

CITY

CONTRACTOR

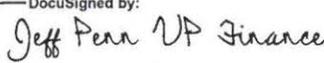
Recommended by:

Wausau Financial Systems, Inc.



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

Paul Sheh

DocuSigned by:


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

Approved as to Form:

City vendor number: 47821

Dennis J. Herrera
City Attorney

By: 

Moe Jamil
Deputy City Attorney

Approved:

for 

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

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Appendix A-12

Scope of Work for DBI Financial Services/PeopleSoft Implementation

1. Project Description

Contractor shall configure the ImageRPS® deliverables for the DBI Implementation as described below. Contractor shall configure this new solution in City's Test and Production environments. Contractor shall perform all work remotely.

2. Project Deliverables

a. Adjustments to Core (See Appendix A)

- i) Maintain existing tables for running reports on old data/support voids
- ii) Configure new transaction types for each existing
 - Store new GL structured data
- iii) Update interface to Customer database view
- iv) Update menus for so all transaction types are visible

b. Adjustments to ImageRPS®

- i) Update existing custom data edit to pull additional GL fields from the imported XML file
 - These fields shall be stored within the document's X-fields
 - Assumes there are no requirements that will impact TTX
- ii) Update Summary GL Report to include the additional GL fields
 - The chart of accounts structure shall be modified accordingly

3. Contractor Project Deliverables and Responsibilities

a. Requirements Gathering/Customer Requirements Document

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

b. Remote Software Implementation/Configuration

- i) Contractor shall modify the custom data edit that pulls GL fields from the imported XML file to include the new GL fields being passed by Core
 - a. These fields shall be stored within the document's X-fields
- ii) Contractor shall configure the modified custom data edit within City's Test and Production Environments
 - a. Includes modification of the document setup configuration where these additional fields will be stored
- iii) Contractor shall modify the Summary GL Report to include the additional GL fields that have been stored in the document's X-field configuration

- a. The chart of accounts structure shall be modified accordingly Contractor shall install and configure the modified Summary GL Report within City's Test and Production Environments
- c. Remote User Acceptance Testing Support
 - i)) Contractor shall provide City user acceptance testing support (UAT) within City's Test environment for up to two (2) weeks / four (4) hours per week
- d. Project Management
 - i) Deliver and maintain project plan of activities and milestones.
 - ii) Track and Manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.
 - iii) Monitor and control project scope, schedule and cost using Contractor Change Control process if necessary.
 - iv) Facilitate up to one (1) 30-minute project status call each week for the duration of the project, beginning upon completion of the discovery meeting.
 - v) Any activity and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
 - vi) Facilitate regular status meetings.
 - vii) Facilitate City transition meeting to Contractor Customer Care.

4. City Roles & Responsibilities

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

City-scheduled activities as required by this engagement, to include predecessor events that Contractor is dependent upon in order to continue or complete **Contractor's scheduled engagement activities.**

- f. City will provide requirements information requested for this engagement in a timely manner as required by the Contractor project manager.
- g. City will provide internal subject matter expert resources and engagement team members to participate in the gathering of requirements and configuration specifications.
- h. Schedule and lead all host processor and third party vendor activities.
- i. City will provide Contractor appropriate access to facilities equipment, including servers, cables, server rooms, switches on-site, and the access to the facility for required configuration, testing, trouble-shooting, and training, to include after-hour scheduling, if necessary.
- j. City will establish, test, and maintain all network connections and transmissions.
- k. City will install and maintain virus protection for the installed hardware and/or software to maintain a virus-free system. Maintain current backups of all software.
- l. City will conform to one of the remote support connection methods that Contractor supports for project and maintenance purposes. The approved connection methods are VPN Client Connection, LAN to LAN connection, and Web-Based Connection, and will include: encrypted end points, one-way trusted communication (Contractor to City), and full Contractor IT management of all systems used to support the project
- m. City will provide samples of documents necessary for Discovery and for testing.
- n. **City will create and execute a User Acceptance Test Plan ("UATP") for all locations as well as any integration, regression, downstream or other third-party testing. This UATP coupled with the CRD will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for UAT.**
- o. City will resolve issues related to City network and security configurations.
- p. City will complete user acceptance testing within two (2) weeks.
- q. City will create desired user documentation
- r. City will complete go-live production activities within one (1) week. At that time 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 CRD/discovery process, and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

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

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 – CORE Estimate

Wausau Financial Systems – City and County of San Francisco
CORE Services for PeopleSoft Finance System Update

CORE will modify the current PeopleSoft system integration from within iPayment from its current state to reflect the following changes:

- The new accounting fields will need to be added to displays and reports. Additionally, manual fee objects will need to be modified to hold the 7 new PeopleSoft accounting codes.
- When searching historical data the system should be able to accommodate new and old accounting values
- Columns/fields/data that will need to be added
 - The old Accounting Codes should retain for historical purposes.
 - Manual fees should be set up with the 7 required fields below:

<u>Fields to be Added</u>	<u>Data Type</u>	
GL Biz Unit	Number(5)	Required
Account	Number(6)	Required
Fund	Number(5)	Required
Dept	Number(6)	Required
Auth	Number(5)	Required
Project	Number(8)	Required
Activity	Number(4)	Required
Agency Use	Number(5)	Optional

- CORE services will be used for the following deliverables:
 - Change the Select Statement
 - Create new Transaction Types
 - Add custom fields to all transaction types
 - Change the Update file to Image RPS
 - Create a new Systems interface to support the new PSF layout
- CORE action items:
 - Creation if a technical Change Notice
 - Transaction Type Configuration Services
 - Development Services
 - QA Services
 - Delivery support
- Customer action items:
 - Review and approve technical Change Notice
 - Test and approve updated Transaction Types
 - Test and approve PeopleSoft updates
 - Test and approve applicable CORE reports

Appendix A-13

Scope of Work for Optima³® IMS Import Processor Client (BDR)

1. Project Description

City has requested Contractor assistance in configuring the ImageRPS® and Optima3 IMS® systems for the addition of one (1) BDR Client. Contractor shall configure the new BDR Client in City's Test and Production environments. Contractor shall perform all work remotely.

2. Contractor Project Deliverables & Responsibilities

- a. Requirements Gathering/Customer Requirements Document
 - i) Contractor shall facilitate a discovery meeting and collaborate with City to determine and define City system requirements and configuration specifications.
 - ii) Contractor shall create a Customer Requirements Document (CRD) and review with City for approval.
- b. Remote Software Implementation
 - i) Contractor shall configure one (1) new BDR Client within City's ImageRPS® Test and Production Environments and validate using Contractor test processes
 - ii) Contractor shall configure one (1) new BDR Client within City's Optima3® IMS Test and Production Environments and validate using Contractor test processes
- c. Remote User Acceptance Testing Support
 - i) Contractor shall provide City user acceptance testing support (UAT) within City's Test environment for up to two (2) weeks
 - ii) ImageRPS® resource shall provide up to four (4) hours of UAT support each week
 - iii) Optima3® IMS resource shall provide up to two (2) hours of UAT support each week
- d. Project Management
 - i) Deliver and maintain project plan of activities and milestones.
 - ii) Track and Manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.
 - iii) Monitor and control project scope, schedule and cost using Contractor Change Control process if necessary.
 - iv) Facilitate up to one (1) 30-minute project status call each week for the duration of the project, beginning upon completion of the discovery meeting.
 - v) Any activity and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
 - vi) Facilitate regular status meetings.
 - vii) Facilitate City transition meeting to Contractor Customer Care.

3. City Roles & Responsibilities

- a. City will appoint an executive sponsor for this engagement. The role of the executive sponsor includes ensuring that appropriate level of necessary and identified resources, including funding, exists within City to complete this engagement.
- b. City will designate and identify a single point of contact, normally its project manager, at the onset of this engagement. This person will function as City's management representative for this project and will be responsible for the detailed aspects of this SOW from City's perspective. This person will have the authority to authorize changes with Contractor regarding scope, activities, and associated changes in cost.
- c. City will make available subject matter expert resources for each project phase and engagement team members to participate in the gathering of requirements prior to and during the scheduled onsite Discovery Meeting, as well as any remote Discovery-related meetings. This includes third party resources as well as the City internal resources.
- d. City and, as needed, any contracted third-party vendors will provide prior to and during the Discovery meeting complete and accurate technical specifications with the related business rules. Delayed delivery of the technical specifications and the business rules, as well as incomplete, implied, ambiguous, or conflicting technical specifications and business rules will impact the project schedule and will create Change Control.
- e. **City's responsibilities include the management and supervision of City work** activities for the project. The City project manager will schedule and make available personnel resources as mutually agreed upon and as incorporated into the project work plan. The City project manager will ensure completion of all City-scheduled activities as required by this engagement, to include predecessor events that Contractor is dependent upon in order to continue or complete Contractor's scheduled engagement activities.
- f. City will provide requirements information requested for this engagement in a timely manner as required by the Contractor project manager.
- g. City will provide internal subject matter expert resources and engagement team members to participate in the gathering of requirements and configuration specifications.
- h. Schedule and lead all host processor and third party vendor activities.
- i. City will provide Contractor appropriate access to facilities equipment, including servers, cables, server rooms, switches on-site, and the access to the facility for required configuration, testing, trouble-shooting, and training, to include after-hour scheduling, if necessary.
- j. City will establish, test, and maintain all network connections and transmissions.
- k. City will install and maintain virus protection for the installed hardware and/or software to maintain a virus-free system. Maintain current backups of all software.
- l. City will conform to one of the remote support connection methods that Contractor supports for project and maintenance purposes. The approved connection methods are VPN Client Connection, LAN to LAN connection, and Web-Based Connection, and will include: encrypted end points, one-way trusted communication (Contractor to City), and full Contractor IT management of all systems used to support the project
- m. City will provide samples of documents necessary for Discovery and for testing.
- n. **City will create and execute a User Acceptance Test Plan ("UATP") for all locations** as well as any integration, regression, downstream or other third-party testing. This UATP coupled with the CRD will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for UAT.

- o. City will resolve issues related to City network and security configurations.
- p. City will complete user acceptance testing within two (2) weeks.
- q. City will create desired user documentation
- r. City will complete go-live production activities within one (1) week. At that time project will be transitioned to Contractor Customer Care for ongoing support and project closed if no existing priority issues are present.

4. 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.

5. 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 CRD/discovery process, and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

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

12	Approval of UAT by the City
13	Contractor to move solution into production environment
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15	Project closure & knowledge transfer to Contractor Customer Care using the Customer Requirements Document (CRD), the Statement of Work (SOW), and any related Discovery artifacts.

6. 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.

7. 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
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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-14

Scope of Work for EMS - IMS Document Import Processor Setup

1. Project Description

City has requested Contractor assistance in configuring an Optima3® IMS Processing Services Monitoring (PSM) solution. The majority of City users do not have access to the Optima3® IMS thick client to monitor the processing services. The PSM solution will provide City users with the following:

- a. Allows user to view in real-time the processing totals for both Scan Queue Processing and DIP Queue Processing
- b. Identify any processes that have not started after a designated threshold
- c. Notification to a monitoring group when a process has not started after a designated threshold

2. Contractor Project Deliverables & Responsibilities

- a. Requirements Gathering/Customer Requirements Document
 - i) Contractor shall facilitate a remote discovery meeting and collaborate with City to determine and define City system requirements and configuration specifications.
 - a. In the event City requests Contractor to create user documentation, Contractor and City shall address using the change control process
 - ii) Contractor shall create a Customer Requirements Document (CRD) and review with City for approval.
- b. Remote Software Implementation, Test and Production Environments
 - i) Contractor shall import and configure two Optima³® IMS export packages
 - a. Workflow/Workview Notification Solution
 - i. Import MonScheduleProcessingMonitor.expk
 1. Update Workflow timer
 - b. Dashboard Solution
 - i. Import MonScheduleProcessMonitorDashboards.expk
 - ii) Contractor shall create two Optima³® IMS SQL views
 - a. MonScheduleProcessingMonitoringProcessNameView.sql
 - i. Update database name
 - b. MonScheduleProcessMonitoringTrackingView.sql
 - i. Update database name
 - iii) Contractor shall provide one (1) admin user training session, informal knowledge transfer, during the period of application testing, for up to two (2) users, for one (1) operational shift
 - iv) Contractor shall 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. Remote User Acceptance Testing Support / Production Validation Support

- i) Contractor shall provide City user acceptance testing support (UAT) within **City's Test environment for up to two (2) weeks, up to four (4) hours per week**
 - ii) Contractor shall provide **City production validation support within City's Production environment for up to two (2) weeks, up to four (4) hours per week**
- d. Project Management
- i) Deliver and maintain project plan of activities and milestones.
 - ii) Track and Manage resolution of project issues, distribute documentation of issue(s) resolution to City project team.
 - iii) Monitor and control project scope, schedule and cost using Contractor Change Control process if necessary.
 - iv) Facilitate up to one (1) 30-minute project status call each week for the duration of the project, beginning upon completion of the discovery meeting.
 - v) Any activity and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
 - vi) Facilitate regular status meetings.
 - vii) Facilitate City transition meeting to Contractor Customer Care.

3. City Roles & Responsibilities

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

- f. City will provide requirements information requested for this engagement in a timely manner as required by the Contractor project manager.
- g. City will provide internal subject matter expert resources and engagement team members to participate in the gathering of requirements and configuration specifications.
- h. Schedule and lead all host processor and third party vendor activities.
- i. City will provide Contractor appropriate access to facilities equipment, including servers, cables, server rooms, switches on-site, and the access to the facility for required configuration, testing, trouble-shooting, and training, to include after-hour scheduling, if necessary.
- j. City will establish, test, and maintain all network connections and transmissions.
- k. City will install and maintain virus protection for the installed hardware and/or software to maintain a virus-free system. Maintain current backups of all software.
- l. City will conform to one of the remote support connection methods that Contractor supports for project and maintenance purposes. The approved connection methods are VPN Client Connection, LAN to LAN connection, and Web-Based Connection, and will include: encrypted end points, one-way trusted communication (Contractor to City), and full Contractor IT management of all systems used to support the project
- m. City will provide samples of documents necessary for Discovery and for testing.
- n. **City will create and execute a User Acceptance Test Plan (“UATP”) for all locations** as well as any integration, regression, downstream or other third-party testing. This UATP coupled with the CRD will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for UAT.
- o. City will resolve issues related to City network and security configurations.
- p. City will complete user acceptance testing within two (2) weeks.
- q. City will create desired user documentation
- r. City will complete go-live production activities within one (1) week. At that time project will be transitioned to Contractor Customer Care for ongoing support and project closed if no existing priority issues are present.

4. **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.

5. 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 CRD/discovery process, and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

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

6. 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.

7. 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-15

Scope of Work for Additional Enhancements to the Financial Services/PeopleSoft Project

1. Project Description

City has requested Contractor perform additional services related to the Financial Services project.

2. Project Deliverables

- a. Additional efforts for Financial Services
 - i) Additional efforts are needed for the following deliverables. Scope of these deliverables is already included and outlined within the Financial Services/PeopleSoft CRD.
 - i. Interim CR Report
 - ii. Non- Cash and EOY Module modifications
 - iii. NSF Workflow Changes to FIS (Phase 1)
- b. Integration with Waiver
 - i) City and County of San Francisco (CCSF) Treasury and Tax (TTX) is implementing a solution for Waiver Request Approvals. This process facilitates the waiver checklist and approval process by utilizing OnBase for the tracking and routing of submitted waiver requests. This project will include joint effort from both the CCSF and WAUSAU team for the building of the solution.
 - ii) Contractor will assist City with the implementation and configuration of the Waiver Request Approval Process by providing consultative, support, and training services. No configuration or documentation is included in this effort.
 - iii) Scope of the project will be outlined in a CRD agreed to and approved by both parties.
 - iv) Support Included – Ten (10) weeks of support; six (6) hours per week.
- c. Additional Block of Hours for FSP related activities
 - i) CCSF has requested the following projects, which will be related to the current FSP Implementation. These activities have not been fully scoped and estimated by Contractor at this time. There will be a total of 800 hours available for the following activities. Contractor will need to complete an SOW and/or discovery activities to estimate the scope of work for the following projects. The 800 hours available for these FSP enhancements are only to be used for FSP activities; any remaining, unused hours will be forfeited from the contract and will not be available for use against any other CCSF efforts.
 - a. Accounting Module - CCSF would like to create a reconciliation module in OnBase that integrates EOY and CR and adds functionality to balance daily.
 - b. Import Client Enhancements for BDR and UPP
 - c. BDR Inline Exceptions
 - d. Homebanking Import Solution
 - e. Retainer hours to handle issues and enhancements post go live

3. City Roles & Responsibilities

- a. City will appoint an executive sponsor for this engagement. The role of the executive sponsor includes ensuring that appropriate level of necessary and identified resources, including funding, exists within City to complete this engagement.
- b. City will designate and identify a single point of contact, normally its project **manager, at the onset of this engagement. This person will function as City's** management representative for this project and will be responsible for the detailed aspects of this SOW from City's perspective. This person will have the authority to authorize changes with CONTRACTOR regarding scope, activities, and associated changes in cost.
- c. City will make available subject matter expert resources for each project phase and engagement team members to participate in the gathering of requirements prior to and during the scheduled onsite Discovery Meeting, as well as any remote Discovery-related meetings. This includes third party resources as well as the City internal resources.
- d. City and, as needed, any contracted third-party vendors will provide prior to and during the Discovery meeting complete and accurate technical specifications with the related business rules. Delayed delivery of the technical specifications and the business rules, as well as incomplete, implied, ambiguous, or conflicting technical specifications and business rules will impact the project schedule and will create Change Control.
- e. **City's responsibilities include** the management and supervision of City work activities for the project. The City project manager will schedule and make available personnel resources as mutually agreed upon and as incorporated into the project work plan. The City project manager will ensure completion of all City-scheduled activities as required by this engagement, to include predecessor events that **CONTRACTOR is dependent upon in order to continue or complete CONTRACTOR's scheduled** engagement activities.
- f. City will provide requirements information requested for this engagement in a timely manner as required by the CONTRACTOR project manager.
- g. City will provide internal subject matter expert resources and engagement team members to participate in the gathering of requirements and configuration specifications.
- h. Schedule and lead all host processor and third party vendor activities.
- i. City will provide CONTRACTOR appropriate access to facilities equipment, including servers, cables, server rooms, switches on-site, and the access to the facility for required configuration, testing, trouble-shooting, and training, to include after-hour scheduling, if necessary.
- j. City will establish, test, and maintain all network connections and transmissions.
- k. City will install and maintain virus protection for the installed hardware and/or software to maintain a virus-free system. Maintain current backups of all software.
- l. City will conform to one of the remote support connection methods that CONTRACTOR supports for project and maintenance purposes. The approved connection methods are VPN Client Connection, LAN to LAN connection, and Web-Based Connection, and will include: encrypted end points, one-way trusted communication (CONTRACTOR to City), and full CONTRACTOR IT management of all systems used to support the project
- m. City will provide samples of documents necessary for Discovery and for testing.

- n. City will create and execute a User Acceptance Test Plan (“UATP”) for all locations as well as any integration, regression, downstream or other third-party testing. This UATP coupled with the CRD will be used by CONTRACTOR to test basic functionality/end-to-end testing before turning the system over to the City for UAT.
- o. City will resolve issues related to City network and security configurations.
- p. City will complete user acceptance testing within two (2) weeks.
- q. City will create desired user documentation
- r. City will complete go-live production activities within one (1) week. At that time project will be transitioned to Contractor Customer Care for ongoing support and project closed if no existing priority issues are present.

4. Contractor’s Roles & Responsibilities

- a. Project Management. Contractor shall do the following:
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 - 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.

5. 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 CRD/discovery process, and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

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6	Customer Requirements Document (CRD) created
7	Customer Requirements Document (CRD) reviewed with City
8	Customer Requirements Document (CRD) revised by Contractor, if

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

6. 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.

7. 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 B Rev 3 Calculation of Charges

Contractor shall receive an amount not to exceed \$5,766,252 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
 Fifth Amendment Date: May 3, 2017 _____

		Original Contract	First Amend	Second Amend	Third Amend	Fourth Amend	Fifth Amendment
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				
<i>Software & Equipment</i>							
<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>				
<i>Professional Services</i>							
<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>				
<i>Maintenance</i>							
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)	Subtotal		\$149,602				
<i>Professional Services</i>							

<i>Deliverable</i>	<i>Percent</i>					
Cash with order	25%		\$37,393			
Requirements Document Acceptance	15%		\$22,436			
User Acceptance Training	10%		\$14,957			
Production Live Use	40%		\$59,858			
Delivery Acceptance	10%		\$14,958			
	<i>Subtotal</i>		\$149,602			
SOLUTION VERSION UPGRADE & ENHANCEMENTS (APPENDIX A-3)	Subtotal		\$450,000			
<i>Professional Services</i>						
<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			
	<i>Subtotal</i>		\$450,000			
ALARM PAYMENTS PLATFORM INTEGRATION & CLIENT ADD (APPENDIX A-4)	Subtotal			\$170,985		
<i>Professional Services</i>						
<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		
	<i>Subtotal</i>			\$170,985		
ONLINE BUSINESS REGISTRATION PROJECT (APPENDIX A-5)	Subtotal				\$390,226	
<i>Software & Equipment</i>						
<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				\$478,850		
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		
	Subtotal				\$111,479		
Additional Professional Services Hours	Not to exceed 748 hrs @ \$185/hour, billed monthly				\$138,380		
	Subtotal				\$249,859		
Maintenance							
First Live Use	Not to exceed				\$30,920		
First Anniversary of Live Use	Not to exceed				\$23,471		
	Subtotal				\$54,391		
Travel, Expense & Materials							
Travel	Billed actuals, per prior written approval				\$20,000		
	Subtotal				\$20,000		
SOLUTION VERSION UPGRADE AND WORKFLOW ENHANCEMENTS PROJECT (APPENDIX A-8)							
	Subtotal				\$522,106		
Software & Equipment							
Percent	Deliverable						
Cash with order	25%				\$5,531		
Due on Delivery of Equipment	65%				\$14,381		
Balance Due upon Signature	10%				\$2,212		
	Subtotal				\$22,124		
Professional Services							
Deliverable	Percent						
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
<i>Professional Services</i>					
<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
<i>Software & Equipment</i>					
<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

First Anniversary of Live Use	Not to exceed							\$26,691	
	<i>Subtotal</i>							\$52,111	
DBI Financial Services/PeopleSoft Implementation (APPENDIX A-12)	Subtotal								\$38,618
Professional Services									
<i>Deliverable</i>	<i>Percent</i>								
Cash with order	25%								\$9,654
CRD Acceptance	15%								\$5,793
UAT Available	10%								\$3,862
Production Live Use	40%								\$15,447
Delivery Acceptance	10%								\$3,862
	<i>Subtotal</i>								\$38,618
Optima³ IMS Import Processor Client (BDR) (APPENDIX A-13)	Subtotal								\$16,835
Professional Services									
<i>Deliverable</i>	<i>Percent</i>								
Cash with order	25%								\$4,209
CRD Acceptance	15%								\$2,525
UAT Available	10%								\$1,684
Production Live Use	40%								\$6,734
Delivery Acceptance	10%								\$1,683
	<i>Subtotal</i>								16,835
ECM - DPH IMS Licenses and Workflow Configuration (APPENDIX A-14)	Subtotal								\$30,960
Software & Equipment									
<i>Percent</i>	<i>Deliverable</i>								
Cash with order	25%								\$6,450
Due on Delivery of Equipment	65%								\$16,770
Balance Due upon Signature	10%								\$2,580
	<i>Subtotal</i>								\$25,800
Maintenance									
First Year of Maintenance	Not to exceed								\$5,160

EMS - IMS Document Import Processor Setup) (APPENDIX A-14)		Subtotal							\$65,728	
Professional Services										
<i>Deliverable</i>		<i>Percent</i>								
Cash with order		25%							\$3,307	
CRD Acceptance		15%							\$1,984	
UAT Available		10%							\$1,323	
Production Live Use		40%							\$5,291	
Delivery Acceptance		10%							\$1,323	
		Subtotal							\$13,228	
Additional Professional Services Hours		Not to exceed 300 hours @ \$185/hour, billed monthly								\$52,500
		Subtotal							\$65,728	
ADDITIONAL ENHANCEMENTS TO THE FINANCIAL SERVICES/PEOPLESFT PROJECT (APPENDIX A-15)		Subtotal							\$168,675	
Professional Services										
<i>Deliverable</i>		<i>Percent</i>								
Cash with order		25%							\$7,169	
CRD Acceptance		15%							\$4,301	
User Acceptance Testing Available		10%							\$2,868	
Production Live Use		40%							\$11,470	
Delivery Acceptance		10%							\$2,867	
		Subtotal							\$28,675	
Additional Professional Services Hours		Not to exceed 800 hrs @ \$185/hour, billed monthly								\$140,000
		Subtotal							\$168,675	
Original Contract	Not to exceed		\$ 1,799,660.00							
First Amendment	Not to exceed			\$ 1,668,226.00						
Second Amendment	Not to exceed				\$ 170,985.00					
Third Amendment	Not to exceed					\$ 1,336,003.00				
Fourth Amendment	Not to						\$ 470,562.00			

	exceed						
Fifth Amendment	Not to exceed						\$320,816
TOTAL	NOT TO EXCEED						\$ 5,766,252

Appendix B-1 Rev 4 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		
A2iA CAR/LAR Licenses 100,000 items/yr	-1	-\$750
Risk Monitoring - Acceptance V3.3 <10,000 item/day	-1	-\$3,000
Acceptance V3.3 10,001 - 25,000 items/day	-1	-\$25,000
A2iA CAR/LAR Licenses 100,000 items/yr	-1	-\$750
Disaster Recovery CAR/LAR/OQUA Dongle	-1	-\$350
ARCserve Backup r15 - Tape Library Option	-1	-\$1,051
ARCserve Backup r15 for Windows	-1	-\$819
IMS Archive/Deposit 24/7 Acceptance Server Subtotal		\$0
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
ARCserve Backup r15 Client Agent for Windows	-1	-\$418
ARCserve backup - open file option	-1	\$0
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		\$0
IMS Base Application Software		
Exceptions/Return Query API Ent License	1	-\$2,500
Concurrent Client (1-100) Each	10	\$12,000
Concurrent Client (1-100) Each	43	\$51,600
Multi-User Database-single Institution(RPS s	1	\$5,000
Open SQL Server 2008 Standard Edition Single process	2	-\$14,342
Web Services Toolkit	-1	-\$15,000
Workflow Concurrent Client SL (1-20)	7	\$14,000
Workflow Concurrent Client SL (1-20)	13	\$26,000
Workflow Concurrent Client SL (21-50)	5	\$8,000

Verification Report Notification Micro-Appli	1	\$0
DVD Authoring	-1	-\$2,000
Workflow Workstation Client SL (1-20)	1	\$1,250
Configuration Migration Utility	1	\$0
Unity Tool Kit	1	\$15,000
Automated Indexing	1	\$10,000
Web Server	1	\$10,000
Production Documet Imaging (First Station)	1	\$5,000
ICR Support for Full Page OCR and Automated Indexing	1	\$5,000
Encrypted Disk Groups	1	\$10,000
StatusView	1	\$0
Unity Client Server	1	\$10,000
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 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 Contractor Interface using CORE	1	\$25,000
Image RPS Integration	1	\$21,000

Fit Gap Services	1	\$7,500
Cashiering Software Subtotal		\$50,900
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
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
18622RPS 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
IMS-Workflow/Workview Concurrent Client SL (21-50)	7	\$16,800
IMS-Workflow/Workview Named User Client SL (1-20)	5	\$9,000
THIRD PARTY SOFTWARE Subtotal		\$225,324
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
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	±	\$436,970
Adjusted Professional Services Time and Material	-	\$574,163
Adjusted Professional Services Time and Material 10/21/16		\$943,331
Adjusted Professional Services Time and Materials 3/30/17		\$1,223,607
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		\$1,268,055
SERVICES		
Deposit 24/7		
Remote Capture Deployment Program 1-99	-1	\$0
TS215/TS320 24-Month Factory Exchange Replacement	-2	\$0
Electronic HP Care Pack 4-hour Same Business Day	-2	-\$198
Deposit 24/7 Subtotal		\$0
RPS Application File/MICR/NSF/Name & Address DB Server		
Electronic HP Care Pack 4-hour Same Business Day	-1	-\$837
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		\$0
Cashiering Database Server		
Electronic HP Care Pack 4-hour Same Business Day	-1	-\$837
Electronic HP Care Pack—Extended Service	-1	-\$1,460
Cashiering Database Server Subtotal		\$0
RPS Reformatter/IDT		
Electronic HP Care Pack 4-hour Same Business Day	-1	-\$99
RPS Reformatter/IDT Subtotal		\$0
Cashiering Workstation		
Electronic HP Care Pack 4-hour Same Business Day	-61	-\$6,039

Spare in the Air Program	-61	-\$11,956
Cashiering Workstation Subtotal		\$0
RPS Image Display Terminals		
Electronic HP Care Pack 4 hour Same Business Day	-3	-\$297
RPS Image Display Terminals Subtotal		\$0
RPS Productivity Solution		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
Mavro Professional Services	7	\$10,500
Mavro Daily PS	8	\$12,800
Mavro Daily PS	10	\$16,000
Mavro Daily PS	1	\$1,600
RPS Productivity Solution Subtotal		\$40,900
RPS Interface/Deposit 24/7 Controller		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS Interface/Deposit 24/7 Controller Subtotal		\$0
RPS Queue		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS Queue Subtotal		\$0
RPS CAR/LAR/IQA System		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
RPS CAR/LAR/IQA System Subtotal		\$0
RPS ACH		
EPICWare Setup	1	\$1,240
RPS ACH Subtotal		\$1,240
IMS DVD Writer Station		
Electronic HP Care Pack 4 hour Same Business Day	-1	-\$99
IMS DVD Writer Station Subtotal		\$0
New HP PC's Warranty Service		
CARE PACK 3YR 9x5 4HR DC5100 DC7600 INCL MON	25	\$2,475
New HP PC's Warranty Service Subtotal		\$2,475
IMS Services		
IMS Standard Database Service	1	\$2,960
Professional Services	40	\$7,400
IMS Services Subtotal		\$10,360
Professional Services		
CORE Installation Services	99	\$148,500
CORE Installation Services	-59	-\$88,500
Base Installation Services	1	\$35,000
Professional Services Subtotal		\$95,000
Training		

Tech Level 2: Administration Basics Training in Mosinee	-5	-\$15,000
Tech level 1: end user basics	3	\$7,500
Training Subtotal		\$7,500
IMS Training		
Tech Level 2: Administration Basics Training in Mosinee	-2	-\$6,000
IMS Training Subtotal		\$0
Burroughs Services		
Burroughs Field Installation Services Actual Cost Billed	1	\$790
Burroughs Services Subtotal		\$790
Training		
System Administration Training - On site plus T&E - Customer training	1	\$16,800
Training Subtotal		\$16,800
SERVICES Subtotal		\$175,065
DISCOUNT		
Discounts		
Software Discount	1	\$61,986
Reflects the software section discount for this proposal		
Hardware Discount	1	\$25,933
Reflects the hardware section discount for this proposal		
Services Discount	1	\$104,873
Reflects the services section discount for this proposal		
Implementation Discount	1	\$51,144
Reflects the 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		\$2,453,267

Appendix B-2 Rev 4



**Estimated 4 Year Support
Summary
City and County of San Francisco**

Support Summary:

Standard Software Support: 7 am - 7 pm, CST, Monday-Friday, Holidays Excluded
Standard Hardware Support: 8 am - 5 pm, Monday-Friday, Holidays Excluded on Printers,
Advanced Exchange on Scanners

	10/1/17- 9/30/18	10/1/18- 9/30/19	10/1/19- 9/30/20	10/1/20- 9/30/21	
4 - Year Software Support Agreement	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Total</u>
Hardware Total	\$ 26,238	\$ 27,550	\$ 28,927	\$ 30,374	\$ 113,089
Software Total	\$ 181,604	\$ 190,684	\$ 200,218	\$ 210,229	\$ 782,736
<u>Software Multi Year Discount</u>	8% \$ (14,528)	\$ (15,255)	\$ (16,017)	\$ (16,818)	\$ (62,619)
Total Multi Year Discount Maintenance	\$ 193,314	\$ 202,979	\$ 213,128	\$ 223,785	\$ 833,206
Total Savings	\$ (62,619)				

*****Estimated Maintenance**

***The annual maintenance increase calculation for this projection is 5%.

Appendix B-13
Calculation of Charges – DBI Financial Services/PeopleSoft Implementation

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,766,252 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-12 (Scope of Work for DBI Financial Services/PeopleSoft Implementation) is as detailed below.

Contractor shall receive payment for Professional Services in an amount not to exceed \$38,618 for the Scope of Work provided in Appendix A-12. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$9,654
15%	CRD Acceptance	\$5,793
10%	User Acceptance Testing Available	\$3,862
40%	Production Live Use	\$15,447
10%	Delivery Acceptance	\$3,862

Appendix B-14
Calculation of Charges - Optima^{3®} IMS Import Processor Client (BDR)

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,766,252 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-13 (Scope of Work for Optima^{3®} IMS Import Processor Client (BDR) is as detailed below.

Contractor shall receive payment for Professional Services in an amount not to exceed \$16,835 for the Scope of Work provided in Appendix A-13. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$4,209
15%	CRD Acceptance	\$2,525
10%	User Acceptance Testing Available	\$1,684
40%	Production Live Use	\$6,734
10%	Delivery Acceptance	\$1,683

Appendix B-15
Calculation of Charges – ECM - DPH IMS Licenses and Workflow Configuration

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,766,252 compensation for software, hardware, professional services rendered and system maintenance.

Contractor shall receive \$25,800 for software licenses, third party software licenses, third party services, and hardware, as listed in Appendix B-1Rev 4. The Contractor shall be paid according to the following schedule:

25%	Cash With Order	\$6,450
65%	Due on Delivery of Equipment	\$16,770
10%	Balance Due Upon Signature of Acceptance Certificate	\$2,580

Contractor shall receive maintenance fees for maintenance of the System in an amount that shall not exceed \$5,160 for the first year of maintenance. The maintenance fee shall be paid in one installment 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 (1 st Year of Maintenance)	\$5,160

Appendix B-16
Calculation of Charges - EMS - IMS Document Import Processor Setup

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,766,252 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-14 (Scope of Work for EMS - IMS Document Import Processor Setup) is as detailed below.

Contractor shall receive payment for Professional Services in an amount not to exceed \$13,228 for the Scope of Work provided in Appendix A-14. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$3,307
15%	CRD Acceptance	\$1,984
10%	User Acceptance Testing Available	\$1,323
40%	Production Live Use	\$5,291
10%	Delivery Acceptance	\$1,323

Contractor shall receive Additional Professional Services fees not to exceed \$52,500 (fifty two thousand and five hundred dollars and no cents). The Contractor shall charge the City \$175 per hour for such services. Although Section 16(a) of this Agreement includes all 300 Additional Professional Services hours (\$52,500), 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-17
Calculation of Charges – Additional Enhancements to the Financial Services/PeopleSoft Project

In accordance with Section 16(a) of this Agreement, Contractor shall receive an amount not to exceed \$5,766,252 compensation for software, hardware, professional services rendered and system maintenance. The breakdown of charges for Appendix A-15 (Scope of Work for Additional Enhancements to the Financial Services/PeopleSoft Project) is as detailed below.

Contractor shall receive payment for Professional Services in an amount not to exceed \$28,675 for the Scope of Work provided in Appendix A-15. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule:

25%	Cash with Order	\$7,169
15%	CRD Acceptance	\$4,301
10%	User Acceptance Testing Available	\$2,868
40%	Production Live Use	\$11,470
10%	Delivery Acceptance	\$2,867

Contractor shall receive Additional Professional Services fees not to exceed \$140,000 (one hundred and forty thousand dollars and no cents). The Contractor shall charge the City \$175 per hour for such services. Although Section 16(a) of this Agreement includes all 800 Additional Professional Services hours (\$140,000), 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.