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

Seventh Amendment

THIS AMENDMENT (this "Amendment") is made as of November 16, 2018 in San Francisco, California, by and between **WAUSAU Financial Systems, Inc., 400 Westwood Drive, Suite 100, Wausau, WI 54401** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4082 12/13 on August 24, 2018.

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
Fifth Amendment,	dated May 3, 2017
Sixth Amendment,	dated May 15, 2018

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

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

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

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

2a. **Section 5.** Section 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, A-12, A-13, A-14, A-15, A-16, A-17, A-18, Appendix B-1 Rev 5, B Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, C and D attached hereto and incorporated by reference as though fully set forth herein.

<u>Such section is hereby amended in its entirety to read as follows:</u>

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

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

> **16. Payment.**
>
> **a. Compensation.** The breakdown of costs associated with this Agreement appears in Appendices B Rev 4, B-1 Rev 5, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20 "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Compensation for professional services performed by Contractor shall be made within thirty (30) days after an invoice has been submitted to City and the Treasurer concludes the services have been performed, in his or her reasonable discretion, in accordance with Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, and A-18. 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 nine hundred twenty-six thousand and one hundred fifty-eight dollars and no cents ($5,926,158.00).** 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 by 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 5, B-1 Rev 6, B-2-Rev 4, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23 "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Compensation for professional services performed by Contractor shall be made within thirty (30) days after an invoice has been submitted to City and the Treasurer concludes the services have been performed, in his or her reasonable discretion, in accordance with Appendices A, A-1, A-2, A-3, A-4, A-5, A-6, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20 and A-21. Payments for maintenance of the System shall commence upon Live Use of the System, as defined in Section 16.b. below. In no event shall the amount of this Agreement exceed **six million eight hundred twenty-nine thousand and nine hundred sixty-nine dollars and no cents ($6,829,969).** No charges shall be incurred under this Agreement nor shall any payments received from Contractor and approved by the Treasurer as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City by 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-1 Rev 6.** Appendix B-1 Rev 6, "Investment Overview", as attached, is hereby added to the Agreement and hereby replaces Appendix B-1, Appendix B-1 Amended, Appendix B-1 Rev 2, Appendix B-1 Rev 3, Appendix B-1 Rev 4 and Appendix B-1 Rev 5.

2e. **Appendix B-2-Rev 5.** Appendix B-2-Rev 5, "Estimated 4 Year Support Summary", as attached, is hereby added to the Agreement and hereby amends Appendix B-2 Rev 4.

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

    a. Appendix A-19 - Scope of Work for Additional System Enhancements to Software
    b. Appendix A-20 - Scope of Work for TTX Hyland Consultation
    c. Appendix A-21 - Scope of Work for Optima3 IMS Licensing
    d. Appendix B-21 - Calculation of Charges – Additional System Enhancements to Software
    e. Appendix B-22 - Calculation of Charges – TTX Hyland Consultation
    f. Appendix B-23 - Calculation of Charges – Optima3 IMS Licensing

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

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

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

2j. **Appendix B-2 Rev 4.** All references to Appendix B-2 Rev 4 in the Agreement shall henceforth refer to Appendix B-2 Rev 5.

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

Recommended by:
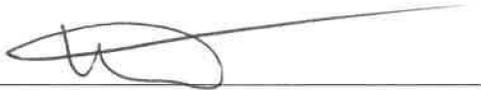
Tajel Shah
Chief Assistant Treasurer
Office of the Treasurer & Tax Collector

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
    Moe Jamil
    Deputy City Attorney

Approved:
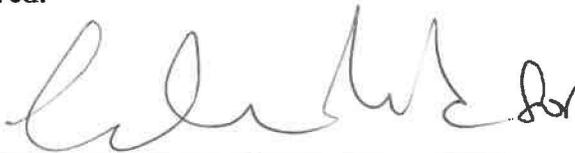
Alaric Degrafinried
Director of the Office of Contract
Administration, and Purchaser

CONTRACTOR

Wausau Financial Systems, Inc.

Jacob Rider
Vice President, Client Services & Operations
Wausau Financial Systems, Inc.
400 Westwood Drive, Suite 100
Wausau, WI 54401

City vendor number: 47821
Supplier ID: 0000008447

Appendix A-19
Scope of Work
Additional System Enhancements to Software

The City has requested that the Contractor perform additional services to build out further functionality of their existing software. These activities have not been fully scoped and estimated however an approximate number of hours needed for each project has been identified. The Contractor will need to complete a SOW (and/or discovery activities) to allocate the specified number of hours for each project prior to any work being started. The 680 professional service hours totaling $ 125,800.00 requested are only to be used for the enhancements as outlined below:

Project 1:

Project with the Municipal Transportation Authority – (approximately 210 hours)

Project 2:

NSF CityBase Automation processing or RPS Development – (approximately 210 hours)

Project 3:

Setup of first new client and corresponding training (approximately 100 hours)

Project 4:

CityBase Import File Project (approximately 160 hours)

CCSF will be responsible for coordinating between any external departments to provide the detailed requirements necessary to the Contractor so that they can provide a Statement of Work.

CCSF will require that the Contractor provide a full Statement of Work and cost estimate for each specified project prior to commencing any work.

Appendix A-20
Scope of Work
TTX Hyland Consultation

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

SOLUTION/SERVICES DESCRIPTION

1. **Project Description**
   CONTRACTOR shall partner with Hyland Software, Inc. ("Hyland") to conduct discovery sessions in order to develop recommendations for City to enhance current Optima^3® IMS environment.

   Key items City would like CONTRACTOR and Hyland to address during discovery include:

   1. Has City created an environment that is optimized for efficiency and scaling?
      1. Does City have too many disparate lifecycles that could better connect with each other based on common keywords?
   2. Is City integrating data in the smartest way?
      1. City has many version of DAT files. Some have large amounts of data and some have very little data. What's the right approach?
      2. Are there ways to achieve true real time data integration?
   3. Should City revisit the taxonomy (or lack of a defined taxonomy) and put better standards in place to support growth?

   This project will include discovery sessions, creation of a proposal with recommendations for future work, a review of the proposal, and approval or sign off on the proposal by City. This project will also include an estimate for the implementation of the solution based on the approved proposal.

2. **CONTRACTOR Project Deliverables & Responsibilities**

   a. Project Management
      i) Deliver and maintain project plan of activities and milestones.
      ii) Track and Manage resolution of project issues, distribute documentation 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.
         a. CONTRACTOR has estimated a six (6) week project duration.
      v) Any activity and/or changes identified as requiring Change Control will require written approval from the City prior to the change being executed by Contractor

vi) Management of documentation will reside in a cloud based document management solution provided by CONTRACTOR.

b. Discovery
   i) Proposal content is composed as a result of onsite and remote requirements gathering.
   ii) Contains all requirements related to the base installation, configuration and deployment of the Software.
   iii) Describes the proposed business requirements of the solution which may include any combination of Optima^3® IMS modules or other third party software determined necessary by both City and Contractor.
   iv) Contains a series of use cases detailing process flows that comprise the solution.
   v) Outlines tasks and expectations for City and CONTRACTOR required for solution delivery including recommended skillset and credentials for development and maintenance of solution.

c. Assumptions
   i) This SOW is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.
      a. CONTRACTOR assumes this solution will be created using standard software modules and configuration tools.
      b. CONTRACTOR assumes City will make the proper Subject Matter Experts (SMEs) available for the discovery sessions.
      c. CONTRACTOR assumes City will provide a room with projector, whiteboards, or other tools necessary to facilitate the discovery sessions.

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 meetings, 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. Schedule and lead all host processor and third party vendor activities.

h. City will make commercially reasonable efforts to maintain consistent project resources throughout the project. Any anticipated changes to the core team must be communicated in writing within five (5) business days unless termination or illness is the result of the change.

i. City will provide Hyland resources a properly setup environment per Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third-party software.

j. 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.

k. City will provide requested samples of documents necessary for Discovery.

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

4. Project Roadmap

    a. Upon execution of this SOW, CONTRACTOR and City will agree upon a mutually acceptable project timeline.

Description	City	CONTRACTOR
Project Initiation Phase		
Purpose: To prepare both City and CONTRACTOR project teams in advance of requirements gathering.		
Define project team and identify project sponsor(s).	Responsible	Responsible
Define scope of engagement and agree on delivery acceptance criteria.	Responsible	Responsible
Define initial work breakdown plan with timelines.	Responsible	Responsible
Define requirements gathering agenda.	Responsible	Responsible
Define City business processes prior to requirements gathering.	Responsible	
Arrange physical workspace and tools necessary to accommodate scheduled onsite activities.	Responsible	
Provide local and remote access to all environments identified to complete the scoped solution.	Responsible	
Deliverable review of all CONTRACTOR standard documentation.	Responsible	
Document Requirements Phase		
Purpose: Formally gather, document, and agree upon requirements to be met in the solution.		
Requirements Gathering		
CONTRACTOR will engage City's subject matter and technical experts to discuss the solution in detail and define the requirements.	Responsible	Responsible
Follow up items may be discussed with the subject matter or technical experts to close any gaps in fully understanding the captured requirements.	Responsible	Responsible
Solution Requirements Documentation		
Compose formal documentation containing the use cases and associated requirements of the solution using CONTRACTOR'S standard solution requirements document format.		Responsible
Solution Requirements Validation		
Review and red line (if applicable) the proposed solution requirements document.	Responsible	
Introduce the Project Change Control Process for deviations, which impacts estimated pricing and/or work effort.	Responsible	Responsible
Make appropriate updates to the proposed solution requirements document.		Responsible
Validate the finalized proposal. Work effort defined within the proposal will require a separate SOW for implementation.		Responsible

5. SOW Pricing and Billing

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

b. Responsible estimates one (1) week of onsite Discovery including four (4) resources to maximize project success.

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

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

6. **Change Control**

a. CONTRACTOR shall endeavor to accommodate any requests beyond the scope of this engagement as defined in the engagement plan. Changes to the scope, schedule, resources, activities, and/or other engagement items may be proposed at any time by either party. Any change to the engagement scope or schedule may result in a change in dates, resources, activities and/or price to City.

b. Both City and CONTRACTOR project managers for this engagement shall serve as change management representatives. No changes will be initiated or authorized without the written consent of both CONTRACTOR's and City's change management representatives.

c. Any change request by either party must first be submitted in writing to the other party on the CONTRACTOR change control form. The receiving party will acknowledge receipt of the change control form in writing within two (2) business days of receipt. Within five (5) business days of such acknowledgement of receipt, the receiving party will notify the submitting party in writing whether the receiving party agrees to the proposed change. If such notice is not given within the specified time period, the change will be deemed to be rejected by the receiving party.

d. If both parties agree to a change request, CONTRACTOR shall evaluate the change request in terms of schedule and price impacts, and shall provide City with a revised written estimate of both. CONTRACTOR shall provide a written estimate to the City within five (5) business days of the date that both parties agree to a change request. If providing the written estimate requires substantial planning or engineering work to be performed by CONTRACTOR, CONTRACTOR shall supply City with a written estimate of this planning/engineering work before proceeding. All planning or engineering work performed by CONTRACTOR relative to change requests initiated by City are chargeable to City at a rate in accordance with CONTRACTOR's standard rates at the time of the evaluation.

e. Upon receipt of the written estimate, City will evaluate the changes in schedule/price, and will either accept or decline in writing within five (5) business days. In the event of acceptance, the revised agreed upon change control form and the schedule/price will be signed and will become an addendum to the SOW. In the event of non-

acceptance, both parties will either agree to proceed with a new change request or to discard the change request completely. If City does not accept or decline in writing within the specified time limit, the change request will be deemed to be declined by City.

7. **General Conditions**

   a. CONTRACTOR has relied on the following conditions, and any conditions specified above, for this engagement in establishing the pricing for this project. In the event that a condition identified below does not occur in the manner or within the timeframe described, it will necessitate change control.

   b. CONTRACTOR has based this estimate on its completion of work as one continuous project effort. If CONTRACTOR and City jointly determine that a phased approach is required to implement the work of the project, additional effort may be needed and additional cost may apply.

   c. Delays due to the unavailability of equipment, systems, software, key City personnel or other City resources are not within the direct control of CONTRACTOR, could impact the project/schedule, and may result in change control.

   d. CONTRACTOR has based this SOW upon CONTRACTOR's current understanding of City's business and technical requirements, and the project is bound in scope by the contents of this SOW.

   e. CONTRACTOR's certification process is based on specific versions of operating systems, database systems and third party software. When operated in a virtual environment (e.g. VMware®), there could be limitations imposed by the environment, in addition to potential subtle environmental differences. CONTRACTOR acknowledges that City is leveraging virtual configurations to run CONTRACTOR applications and solutions. CONTRACTOR supports CONTRACTOR application software on City-configured virtual environments. CONTRACTOR does not support the City-configured virtual environments, nor does CONTRACTOR test, warrant or represent that CONTRACTOR software will operate in those environments. It is City's responsibility to provide expertise in regards to its unique environment including but not limited to: networking; security; anti-virus protection; and if using a virtual environment, the virtual server software. CONTRACTOR strongly recommends that City's desiring to run the CONTRACTOR solution in a virtual environment thoroughly test the solution prior to putting it into production and recognize they must be self-sufficient in providing virtual environment expertise during the implementation and troubleshooting. If City chooses to operate in a virtual environment and issues arise that are believed to be caused from the virtual environment, CONTRACTOR may request City re-create the environment in a non-virtual environment.

   f. All work defined within this SOW shall be scheduled to be completed during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM local time unless otherwise specified in this SOW. Any request for off-hours or weekend work will be handled via the change control process and may be charged at a premium rate which is 1 ½ times the standard rate.

8. Acceptance Criteria

    a. Delivery Acceptance Certificate

        i) City will sign the Delivery Acceptance Certificate upon validation of the finalized proposal.

        ii) City will have five (5) business days from date of transmission of the Delivery Acceptance Certificate to approve the engagement or phase. In the event that the City has taken no action within the five (5) business days, City is deemed to have accepted the engagement or phase activities as satisfactorily completed.

        iii) In the event that an engagement or phase is disapproved, City will submit a detailed written description of why the engagement or phase was rejected and attach to the Delivery Acceptance Certificate. CONTRACTOR senior management will review City's document with the CONTRACTOR project manager to determine if corrective action is required and respond to the City engagement sponsor for resolution. CONTRACTOR will consider and correct only those items that are identified in writing as being disapproved and that are in direct conflict with the SOW or Investment Overview.

        iv) The final Delivery Acceptance Certificate will be used to signify that all activities or deliverables have been submitted and approved and the engagement or phase is complete.

Appendix A-21
Scope of Work
Optima3 IMS Licensing

1. Background

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

Appendix B-1 Rev 6
Investment Overview

City & County of San Francisco Investment Overview Software, Third Party Software. Hardware and Services		
Description	**Qty**	**Total Investment**
SOFTWARE		
Transport Controller		
Windows XP for Track Controller	-1	-
Common API Software	-1	4,200.00
Quantum Video Documentation	-1	-
Deposit 24/7		
Deposit 24/7 License 1-50	-2	1,300.00
Simplex Scanning	-1	5,000.00
RPS Application File/MICR/NSF/Name & Address DB Server		
ARCserve Backup r15 Client Agent for Windows	-1	418.00
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		-
Cashiering Database Server		
ARCserve Backup r15 for Windows	-1	819.00
Cashiering Software		
CORE iPayment Revenue Portal - iCashiering	1	75,000.00
Managed Service Gateway	1	4,875.00
RPS Reformatter/IDT		
Customer Existing Software	1	-
RPS Reformatter/IDT Subtotal		-
RPS OPEX		
Customer Supplied Software	2	-
RPS CAR/LAR/IQA System		
IMAGERPS Image Quality Assurance other REC	1	12,000.00
OrboCAR Accura (enterprise wide)	1	11,672.00
RPS ACH		
EPICWare Annual Fee	1	10,260.00

RPS Retail Only Volume License		
ImageRPS Retail Only Vol Lic + Productivity	1	52,425.00
RPS Base Application Software		
Hypersoft and Nuance software	8	4,000.00
3rd Party Custom Import into ImageRPS <3M	1	12,500.00
ImageRPS Workgroup Database - 5 User	1	3,790.00
ImageRPS Enterprise Database - Media	1	-
Server Enterprise 5 user license bundle	1	550.00
ImageRPS Workgroup DB - Additional User	8	2,480.00
MAVRO Software		
Mavro Custom Module	1	37,150.00
Virtual Batch <2.5M Annual Volume	1	10,000.00
MavBridge OPEX Release Script	1	7,500.00
Check Perfing	1	10,750.00
Check Image Enhancement	1	10,750.00
IMS Archive/Deposit 24/7 Acceptance Server		
A2iA CAR/LAR Licenses 100,000 items/yr	-1	750.00
Risk Monitering - Acceptance V3.3 <10,000 item/day	-1	3,000.00
Acceptance V3.3 10,001 - 25,000 items/day	-1	25,000.00
A2iA CAR/LAR Licenses 100,000 items/yr	-1	750.00
Disaster Recovery CAR/LAR/OQUA Dongle	-1	350.00
ARCserve Backup r15 - Tape Library Option	-1	1,051.00
ARCserve Backup r15 for Windows	-1	819.00
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
ARCserve Backup r15 Client Agent for Windows	-1	418.00
ARCserve backup - open file option	-1	-
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter) Subtotal		-
IMS Base Application Software		
Exceptions/Return Query API Ent License	1	2,500.00

Concurrent Client (1-100) Each	10	12,000.00
Concurrent Client (1-100) Each	43	51,600.00
Multi-User Database-single Institution(RPS s	1	5,000.00
Open SQL Server 2008 Standard Edition Single process	2	14,342.00
Web Services Toolkit	-1	15,000.00
Workflow Concurrent Client SL (1-20)	7	14,000.00
Workflow Concurrent Client SL (1-20)	13	26,000.00
Workflow Concurrent Client SL (21-50)	5	8,000.00
Verification Report Notification Micro-Appli	1	-
DVD Authoring	-1	2,000.00
Workflow Workstation Client SL (1-20)	1	1,250.00
Configuration Migration Utility	1	-
Unity Tool Kit	1	15,000.00
Automated Indexing	1	10,000.00
Web Server	1	10,000.00
Production Documet Imaging (First Station)	1	5,000.00
ICR Support for Full Page OCR and Automated Indexing	1	5,000.00
Encrypted Disk Groups	1	10,000.00
StatusView	1	-
Unity Client Server	1	10,000.00
Symantec Ghost Solution Suite - (2.5) Media	1	28.00
Symantec Ghost Solution Suite - (v2.5) 25-49	35	1,120.00
Symantec Ghost Solution Suite - (v2.5) 25-49	-7	224.00
I-net Support		
SYMANTEC pcAnywhere Host & Remote v. 12.5	1	200.00
Customer Existing Software	1	-
ECM Paperless Software		
Integration for eSignature solution	1	15,000.00
IMS Business Process Automation		

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

IMS Software for Upgrade and Enhancements		
PDF Framework License	1	3,000.00
Outlook Integration 2016	1	5,000.00
THIRD PARTY SOFTWARE		
RPS Application File/MICR/NSF/Name & Address DB Server		
Windows Server 2008 w/IIs	-1	1,200.00
Cashiering Application Server		
Windows Server 2008 w/IIs	-1	1,200.00
Cashiering Database Server		
Windows Server 2008 w/IIs	-1	1,200.00
Cashiering Software		
Bad Check Module	1	12,500.00
Cashiering through WFS Interface using CORE	1	25,000.00
Image RPS Integration	1	21,000.00
Fit Gap Services	1	7,500.00
IMS Archive/Deposit 24/7 Acceptance Server		
Windows Server 2008 w/IIs	-1	12,000.00
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
Windows Server 2008 w/IIs	-1	1,200.00
IMS Web/Redirector Server (Intranet Only)		
Windows Server 2008 w/IIs	-1	1,200.00
RPS Software		
Hypersoft and Nuance Software	7	3,500.00
Progress AppServer Enterprise 1 user license - Registered	20	2,400.00
Progress Enterprise Database - 5 user	1	6,030.00
Progress Enterprise Database - Additional User	15	11,025.00
Progress V11.x Upgrade - Media	1	100.00
Credit for existing Progress Workgroup software licensing	1	(4,433.00)

Orbograph CAR/LAR		
Orbograph Accura XV	1	12,256.00
		(8,754.00)
IMS-Concurrent Client (1-100) each	31	43,400.00
IMS-Concurrent Client (101-200) each	16	19,200.00
IMS-Workflow/Workview Concurrent Client SL (1-20)	17	49,300.00
IMS-Office Business Application for 2016 (Concurrent) Each, (1-100)	2	200.00
IMS-Integration for Microsoft Outlook 2016	1	5,000.00
IMS-Document Retention	1	10,000.00
IMS-PDF Framework	1	3,000.00
IMS-Workflow/Workview Concurrent Client SL (21-50)	7	16,800.00
IMS-Workflow/Workview Named User Client SL (1-20)	5	9,000.00
IMS Software Licenses (Appendix B-19 to be specified and ordered via change control)		15,000.00
HARDWARE		
Burroughs NDP300 Quantum Sorter		
NDP 300 Quantum (Standup)	-1	19,995.00
Upstream Front JPEG - HI Res	-1	3,970.00
Upstream Rear JPEG	-1	3,450.00
Rear Inlet Endorser	-1	2,790.00
E138 MICR Reader	-1	2,995.00
Upstream Front CCITT	-1	3,450.00
Upsteam Rear CCITT	-1	3,450.00
Upstream Front Image	-1	15,000.00
Upstream Rear Image	-1	10,000.00
135dpm E13B Encoder	-1	1,595.00
Secondary Merge Feeder	-1	3,495.00
12 Pocket Module	-1	6,595.00
Large Capacity Hopper	-1	6,000.00
Burroughs SmartSource Adaptive Full Page Scanner		

SmartSource Adpative Series Full Page	1	1,940.00
SSP1-RGR Ranger SS Pro/Value Inbuilt	1	-
Adpative - QCR option	-1	119.00
Opex		
OPEX AS7200i	1	51,495.00
MICR Reader for AS7200	1	2,750.00
Barcode Suite (1-D)	1	810.00
ScanLink (APO 3600Link)	1	3,000.00
Opex RED72 - Mill Cutter	1	24,950.00
Opex RED72 - Internal Printer and Software	1	1,155.00
Opex Rapid Extraction Deks 72-Hydraulic Height	1	2,750.00
OPEX Falcon RED Base Unit	1	38,100.00
MICR Reader Plus for the Falcon	1	4,850.00
Rear Inkjet for Falcon	1	550.00
72 RED w\ Mill Cutter	1	28,950.00
Barcode Suite (1-D)	1	860.00
Model 72 Motorized Adjustable Height Table	1	2,500.00
Internal Printer & Software	1	1,155.00
ScanLink Lite (API 3600 Link Lite)	1	920.00
Multi-Page Type ID Assist Tower	1	1,050.00
Racks & Stations		
HP Rack 10642 G2 Pallet - Rack - carbon, metallic	-1	1,300.00
HP Stageworks MSL2024 Ultrium 1760 - Tape library	-1	6,459.00
HP TFT7600 - KVM console - rack-mountable	-1	1,680.00
HP - Rack shelf - graphite - 1U	-1	125.00
HP UPS R3000 - UPS (Rack Mountable)	-1	1,366.00
HP UB Interface Adapter	-1	125.00
HP - Rack fan kit (110 V) - graphite	-1	320.00
HP Low Voltage Modular Power Distribution Unit Zero	-1	355.00
HP Server Console Switch 0x2x8 - KVM switch PS/2	-1	800.00

HP - Rack side panel - metallic graphite - 42U - 19	-1	370.00
Transport Controller		
Track Controller	-1	2,500.00
PCI-TCP PCBA	-1	1,000.00
Touch Panel Monitor	-1	1,495.00
Deposit 24/7		
HP Compaq 8000 Elite	-2	1,798.00
Digital Check TS230-65	-2	1,426.00
20 HP Moniter	-2	250.00
Networking		
Cisco Catalyst 2960 48 Port 10/100 Ethernet Switch	-1	2,495.00
Remote Printers		
Lexmark T 650n - printer	2	1,858.00
RPS Application File/MICR/NSF/Name & Address DB Server		
HP ProLiant DL380 G6 Base - Server - rack-mount	-1	3,049.00
HP HE Gold Power Supply - Power supply - hot-plug	-1	249.00
HP Dual Port Enterprise - Hard Drive - 300GB - hot	-4	2,276.00
Cashiering Application Server		
HP ProLiant DL160 G6 Special Server	-1	3,549.00
HP Warranty	-1	558.00
HP Entry HD 160GB 3.5 Internal SATA 300/7200	-3	327.00
Cashiering Database Server		
HP ProLiant DL380 G6 Entry - Server - rack-mount	-1	2,289.00
HP Power cable - IEC 320 EN 60320 C13 NEMA 5-15	-1	15.00
HP - Disk Drive - DVD +- RW - 8x - Serial ATA	-1	135.00
HP Controller	-1	220.00
HP Ultrium Universal Cleaning Cartridge - LTO	-1	114.00
HP HD 4x	-4	1,324.00
HP Storageworks Ulitrum 920 - LTO Tape Drive	-1	2,149.00

RPS Reformatter/IDT		
20 HP Moniter	-1	125.00
HP Compaq 8000 Elite	-1	899.00
Cashiering Workstation		
HP 505B - Athlion II X2 220 2.8GHz	-61	26,108.00
20 HP Moniter	-61	7,625.00
Bar Code Scanner	11	3,069.00
Ingenico PIN Pad	-61	36,295.00
Electronic Cash Drawer with cable	61	15,960.00
Electronic Cash Drawer w/ cable	-5	1,425.00
Receipt Validation Printer	61	82,824.00
Receipt Validation Printer	-5	7,395.00
Secure Keyboard Device	11	4,345.00
Secure Keyboard Device	45	17,775.00
OCR Scanner	-11	16,445.00
RPS Image Display Terminals		
HP Compaq 8000 Elite	-3	2,697.00
20 HP Moniter	-3	375.00
RPS Productivity Solution		
HP Compaq 8000 Elite	-1	899.00
20 HP Moniter	-1	125.00
SMARTSCASymbol LS 2208 Barcode Scanner - wired	1	207.00
RPS Interface/Deposit 24/7 Controller		
HP Compaq 8000 Elite	-1	899.00
20 HP Moniter	-1	125.00
RPS Queue		
HP Compaq 8000 Elite	-1	899.00
20 HP Moniter	-1	125.00
RPS CAR/LAR/IQA System		

HP Compaq 8000 Elite	-1	899.00
20 HP Moniter	-1	125.00
RPS Report and MICR Printer		
Lexmark T 650n - printer	2	1,858.00
IMS Archive/Deposit 24/7 Acceptance Server		
HP HD 4x	-8	2,648.00
HP ProLiant ML350 G6 - Server - tower	-1	3,799.00
HP Storageworks Ultrium 1760 - Tape Drive -LTO	-1	2,799.00
HP Smart Array P 212/Zero Memory Controller	-1	205.00
Electronic HP Care Pack 4-Hour 24.7 Same Day	-1	543.00
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
HP ProLiant ML350 G6 - Server - tower	-1	3,799.00
Electronic HP Care Pack 4-Hour 24.7 Same Day	-1	543.00
HP HD 4x	-5	1,655.00
IMS Web/Redirector Server (Intranet Only)		
HP ProLiant DL380 G6 Base - Server - rack-mount	-1	3,049.00
Customer Supplied Hardware	1	-
HP Dual Port Enterprise - Hard Drive - 146GB	-2	1,058.00
IMS DVD Writer Station		
HP Compaq 8000 Elite	-1	899.00
20 HP Moniter	-1	125.00
New HP PC's		
8200E CMT CI5/3.1 4GB 500GB DVDR W7P 64 SBY	11	9,889.00
P3405 A6/2.7 2GB 250GB DVD W7P 32 SBY	14	7,700.00
S1933 18.5IN LCD MON 1366 x 768 5MS VGA SBY	25	3,000.00
HP Promo 8200 Elite SFF	20	15,800.00
HP Promo LA2306x Widescreen LED LCD	20	4,340.00
IMS Base Application Software		
System Hasp	-1	167.00

IMPLEMENTATION		
Initial Implementation Professional Services		
Professional Services Time and Material	1	436,970.00
Adjusted Professional Services Time and Material		574,163.00
Adjusted Professional Services Time and Material 10/21/16		
Adjusted Professional Services Time and Materials 3/30/17		1,223,607.00
Customer Support Site Support Hourly - $185/hour	1	
Implementation Professional Services Change Control for New Scope		
ECC1 Import Files		1,850.00
ECC3 Payment Code		5,180.00
ECC4 Non-Cash Transactions		9,250.00
ECC4 DBI CORE Training		6,000.00
ECC5 In-Line Exceptions		12,950.00
ECC6 DBI Interface		1,480.00
ECC13 DBI CORE Training		370.00
ECC17 DBI Configurations/GL		40,515.00
ECC22 Home Banking Import		2,960.00
ECC25 FIS Import File Modifications		1,360.00
ECC26 Training - CORE, ImageRPS and Optima3 IMS		39,750.00
ECC27 DBI GL Account Length		1,710.00
ECC28 Moscone Expansion District		7,850.00
ECC1 (410) Automated Indexing/Web CI		17,575.00
ECC16 (410) Legacy Data		9,250.00
ECC17 (410) Property/License Workflow		1,110.00
ECC20 (410) Encrypted Disk Groups/Status View Configuration		1,110.00
ECC21 (410) Automated Indexing Modification		1,850.00
ECC22 (410) Check Control Workflow		1,850.00
ECC28 (310) Adding new payment Type		7,850.00
ECC33 (310) Water Batch Number Assignment		2,220.00
ECC34 (310) Property Testing Host/Payment File Modifications		2,220.00
ECC36 (310) Total Amount Due Field Modification in ImageRPS		2,220.00

Other Miscellaneous Professional Services	1	10,669.00
REM Process Wire Payments through RPS and change Bank Acct		50,783.00
SERVICES		
Deposit 24/7		
Remote Capture Deployment Program 1-99	-1	-
TS215/TS320 24 Month Factory Exchange Replacement	-2	-
Electronic HP Care Pack 4-hour Same Business Day	-2	198.00
RPS Application File/MICR/NSF/Name & Address DB Server		
Electronic HP Care Pack 4-hour Same Business Day	-1	837.00
Cashiering Database Server		
Electronic HP Care Pack 4-hour Same Business Day	-1	837.00
Electronic HP Care Pack - Extended Service	-1	1,460.00
RPS Reformatter/IDT		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
Cashiering Workstation		
Electronic HP Care Pack 4-hour Same Business Day	-61	6,039.00
Spare in the Air Program	-61	11,956.00
RPS Image Display Terminals		
Electronic HP Care Pack 4-hour Same Business Day	-3	297.00
RPS Productivity Solution		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
Mavro Professional Services	7	10,500.00
Mavro Daily PS	8	12,800.00
Mavro Daily PS	10	16,000.00
Mavro Daily PS	1	1,600.00
RPS Interface/Deposit 24/7 Controller		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
RPS Queue		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00

RPS CAR/LAR/IQA System		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
RPS ACH		
EPICWare Setup	1	1,240.00
IMS DVD Writer Station		
Electronic HP Care Pack 4-hour Same Business Day	-1	99.00
New HP PC's Warranty Service		
CARE PACK 3YR 9x5 4HR DC5100 DC7600 INCL MON	25	2,475.00
IMS Services		
IMS Standard Database Service	1	2,960.00
Professional Services	40	7,400.00
Professional Services		
CORE Installation Services	99	148,500.00
CORE Installation Services	-59	88,500.00
Base Installation Services	1	35,000.00
Training		
Tech Level 2: Administration Basics Training in Mosinee	-5	15,000.00
Tech level 1: end user basics	3	7,500.00
IMS Training		
Tech Level 2: Administration Basics Training in Mosinee	-2	6,000.00
Burroughs Services		
Burroughs Field Installation Services Actual Cost Billed	1	790.00
Training		
System Administration Training - On site plus T&E - Customer training	1	16,800.00
DBI Accela Integration		
RPS iCashiering - CORE Professional Services	1	41,450.00
Professional Services Time & Material	1	18,500.00

ASR Professional Services		
Professional Services Time and Material	1	24,975.00
TTX Professional Services		
OPEX Falcon RED Professional Services	1	7,215.00
Appendix B21 - Professional Services - Additional System Enhancements to Software for Municipal Transit Authority, NSF CityBase Automation, 1st New Client Setup and CityBase Import File	1	125,800.00
Appendix B22 - Professional Services - TTX Hyland Consultation	1	56,550.00
Appendix B23 - Optima3 IMS Licensing		
Concurrent Client (101-200) each	5	6,000.00
Named User Client (1-100) each	13	9,100.00
Workflow/WorkView Concurrent Client SL (21-50)	10	24,000.00
ShareBase - Annual Fee up to 50 End Users (assume 36 month term)	1	18,000.00
TOTAL INVESTMENT SUMMARY TOTAL		**4,790,166.00**

Appendix B-2 Rev 5
Calculation of Charges Summary as of 11/08/18
Calculation of Charges Summary

Agreement	
Software/Third Party Hardware	355,904.00
Professional Services	658,473.00
Maintenance Support	551,283.00
Travel Out of Pocket	234,000.00
Subtotal	**1,799,660.00**
First Amendment	
B3 Software/Third Party and Hardware	80,500.00
B3 Professional Services	486,610.00
B3 Maintenance	48,032.00
B4 Professional Services	149,602.00
B5 Professional Services	450,000.00
Maintenance Amended	453,482.00
Subtotal	**1,668,226.00**
Second Amendment	
B6 Professional Services	170,985.00
Subtotal	**170,985.00**
Third Amendment	

B7 Software/Third Party Hardware	30,200.00
B7 Professional Services	278,980.00
B7 Professional Services	70,115.00
B7 Maintenance	10,625.00
B8 Software/Third Party Hardware	154,600.00
B8 Professional Services	111,478.00
B8 Professional Services	138,380.00
B8 Maintenance	54,391.00
B9 Software/Third Party Hardware	22,124.00
B9 Professional Services	496,097.00
B9 Professional Services	3,885.00
Maintenance Credits	(54,872.00)
Travel Out of Pocket	20,000.00
Subtotal	**1,336,003.00**
Fourth Amendment	
B10 Professional Services	153,920.00
B10 Professional Services	37,000.00
B11 Software/Third Party Hardware	3,000.00
B11 Professional Services	78,163.00
B11 Maintenance	1,230.00
B12 Software/Third Party Hardware	127,100.00
B12 Professional Services	18,038.00
B12 Maintenance	52,111.00

Subtotal	**470,562.00**
Fifth Amendment	
B13 Professional Services	38,618.00
B14 Professional Services	16,835.00
B15 Software/Third Party Hardware	25,800.00
B15 Maintenance	5,160.00
B16 Professional Services	13,228.00
B16 Professional Services	52,500.00
B17 Professional Services	28,675.00
B17 Professional Services	140,000.00
Subtotal	**320,816.00**
Sixth Amendment	
B18 Professional Services	18,500.00
B18 Professional Services	41,450.00
B19 Software/Third Party Hardware	15,000.00
B19 Professional Services	24,975.00
B20 Software/Third Party Hardware	78,935.00
B20 Professional Services	7,215.00
DBI Credit	(26,169.00)
Subtotal	**159,906.00**
Seventh Amendment	

B21 Professional Services		125,800.00
B22 Professional Services		56,550.00
B23 Software/Third Party		39,100.00
B23 Maintenance Support Services		7,820.00
B23 Third Party Services (36 month term)		18,000.00
	Subtotal	247,270.00
	Appendix B Summary Totals	6,173,428.00

Maintenance Support 10/1/2018 thru 9/30/21

Contract Option	Item Number	Description	Quantity	Unit Price	Maint Amt 10/1/18 - 9/30/19	Maint Amt 10/1/19 - 9/30/20	Maint Amt 10/1/20 - 9/30/21
CORE	310-BARCODE SCN-10	Bar Code Scanner	11.00	$56.64	$623.00	$654	$687
CORE	310-ECD-10	Electronic Cash Drawer with cable	56.00	$58.71	$3,288.00	$3,452	$3,625
CORE	310-RVP-10	Receipt Validation Printer	56.00	$297.68	$16,670.00	$17,504	$18,379
CORE	310-SKD-10	Secure Keyboard Device	11.00	$79.27	$872.00	$916	$961
CORE	310-SKD-10	Secure Keyboard Device	45.00	$79.31	$3,569.00	$3,747	$3,935
BURR-A	SSA1307030-PKFRANKER	SmartSource Adaptive Series, Full Page	1.00	$261.00	$261.00	$274	$288
INTREPID	30G0100	Lexmark T 650n - printer	1.00	$436.00	$436.00	$458	$481
INTREPID	30G0100	Lexmark T 650n - printer	1.00	$436.00	$436.00	$458	$481
INTREPID	30G0100	Lexmark T 650n - printer	1.00	$436.00	$436.00	$458	$481
INTREPID	30G0100	Lexmark T 650n - printer	1.00	$436.00	$436.00	$458	$481
SW STD	SUPP.STD	STANDARD SOFTWARE SUPPORT	1.00	$0.00	$0.00	$0	$0
SW STD	CTIPC1	Concurrent Client (1-100) Each	10.00	$253.00	$2,530.00	$2,657	$2,789
SW STD	CTIPC1	Concurrent Client (1-100) Each	43.00	$253.00	$10,879.00	$11,423	$11,994
SW STD	CTIPC1	Concurrent Client (1-100) Each	10.00	$267.20	$2,672.00	$2,806	$2,946
SW STD	CTIPC1	Concurrent Client (1-100) Each	31.00	$297.77	$9,231.00	$9,693	$10,177

SW STD	ASIPW2	Production Document Imaging (ISIS) (Additional Stations)	1.00	$444.00	$444.00	$466	$490
SW STD	BSIPW1	Bar Code Recognition Server	1.00	$1,111.00	$1,111.00	$1,167	$1,225
SW STD	PDFIPI1	PDF Framework	1.00	$600.00	$600.00	$630	$662
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)	4.00	$400.25	$1,601.00	$1,681	$1,765
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)	6.00	$598.83	$3,593.00	$3,773	$3,961
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)	1.00	$598.00	$598.00	$628	$659
SW STD	WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)	9.00	$480.00	$4,320.00	$4,536	$4,763
SW STD	WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)	8.00	$480.00	$3,840.00	$4,032	$4,234
SW STD	WWIPN1	Workflow/WorkView Named User Client SL (1-20)	1.00	$598.00	$598.00	$628	$659
SW STD	WWIPN1	Workflow/WorkView Named User Client SL (1-20)	1.00	$598.00	$598.00	$628	$659
SW STD	WWIPN1	Workflow/WorkView Named User Client SL (1-20)	1.00	$360.00	$360.00	$378	$397
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)	5.00	$596.20	$2,981.00	$3,130	$3,287
SW STD	DMIPI1	EDM Services	1.00	$1,111.00	$1,111.00	$1,167	$1,225
SW STD	WTIPW1	Web Server	1.00	$2,224.00	$2,224.00	$2,335	$2,452
SW STD	AEIPI2	Enterprise Application Enabler For all enabled applications	1.00	$11,106.00	$11,106.00	$11,661	$12,244
SW STD	DPIPW1	Document Import Processor	1.00	$1,104.00	$1,104.00	$1,159	$1,217
SW STD	DPIPW1	Document Import Processor	1.00	$1,111.00	$1,111.00	$1,167	$1,225
SW STD	RHIPI1	Reporting Dashboards	1.00	$2,207.00	$2,207.00	$2,317	$2,433
SW STD	OCIPW1	Batch OCR	1.00	$334.00	$334.00	$351	$368
SW STD	CTIPC2	Concurrent Client (101-200) each	6.00	$222.67	$1,336.00	$1,403	$1,473
SW STD	CTIPC2	Concurrent Client (101-200) each	16.00	$255.25	$4,084.00	$4,288	$4,503
SW STD	CTIPC2	Concurrent Client (101-200) each	4.00	$240.00	$960.00	$1,008	$1,058
SW STD	WWIPC1	Workflow/WorkView Concurrent Client SL (1-20)	8.00	$616.88	$4,935.00	$5,182	$5,441
SW STD	CTIPN1	Named User Client (1-100) each	60.00	$132.90	$7,974.00	$8,373	$8,791
SW STD	ASIPW2	Production Document Imaging (ISIS) (Additional Stations)	1.00	$444.00	$444.00	$466	$490

SW STD	DIIPW2	Production Document Imaging (Kofax or TWAIN) Additional Station	1.00	$444.00	$444.00	$466	$490
SW STD	IAIPW1	Advanced Capture	1.00	$2,105.00	$2,105.00	$2,210	$2,321
SW STD	WTIPW1	Web Server	1.00	$2,105.00	$2,105.00	$2,210	$2,321
SW STD	IRIPI1	ICR Support for Advance Capture	1.00	$1,055.00	$1,055.00	$1,108	$1,163
SW STD	OBIPW1-STD	Multi-User Database-single Institution(RPS std)	1.00	$1,055.00	$1,055.00	$1,108	$1,163
SW STD	VLIPC1	WorkView Concurrent Client SL (1-20)	3.00	$331.33	$994.00	$1,044	$1,096
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)	13.00	$421.00	$5,473.00	$5,747	$6,034
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)	7.00	$421.29	$2,949.00	$3,096	$3,251
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)	5.00	$337.20	$1,686.00	$1,770	$1,859
SW STD	STIPI1	StatusView	1.00	$0.00	$0.00	$0	$0
SW STD	CMIPI1	Configuration Migration Utility	1.00	$0.00	$0.00	$0	$0
SW STD	WAU- WSIPI1	Web Services Toolkit	1.00	$3,699.00	$3,699.00	$3,884	$4,078
SW STD	WLIPW1	Workflow Workstation Client SL (1-20)	1.00	$265.00	$265.00	$278	$292
SW STD	DIIPW1	Production Document Imaging (Kofax or TWAIN) First Station	1.00	$1,055.00	$1,055.00	$1,108	$1,163
SW STD	BDIPI1	Enterprise Document Composition	1.00	$11,363.00	$11,363.00	$11,931	$12,528
SW STD	UNIPI1	Unity Client Server	1.00	$2,105.00	$2,105.00	$2,210	$2,321
SW STD	PTIPC1	Virtual Print Driver	1.00	$1,000.00	$1,000.00	$1,050	$1,103
SW STD	WAU-ACH-APIPQ3	Exceptions/Return Query API Ent License	1.00	$672.00	$672.00	$706	$741
SW STD	WWIPC2	Workflow/WorkView Concurrent Client SL (21-50)	9.00	$494.44	$4,450.00	$4,673	$4,906
SW STD	DRIPI1	Document Retention	1.00	$2,060.00	$2,060.00	$2,163	$2,271
SW STD	OIIPC1-16	Office Business Application for 2016 Each QTY 1-100 (Concurrent)	2.00	$20.00	$40.00	$42	$44
SW STD	OUTIPI1	Integration for Microsoft Outlook	1.00	$2,000.00	$2,000.00	$2,100	$2,205
SW STD	310-RV- 000404-08-06	ImageRPS retail only volume license <1,500,000	1.00	$7,648.00	$7,648.00	$8,030	$8,432
SW STD	310-RPS PRODSUITE - 002-14	Productivity Suite License for up to 2.5M annual volume	1.00	$1,391.00	$1,391.00	$1,461	$1,534
SW STD	RPS-PAPPSREGIND - ENT-10	Progress OE AppServer Enterprise 1 User - Registered/0113	20.00	$24.70	$494.00	$519	$545

SW STD	RPS- PDBV11-ENT-5-13	Progress Enterprise Database - 5 User	1.00	$1,285.00	$1,285.00	$1,349	$1,417
SW STD	RPS- PDBV11-ENT-ADD-13	Progress Enterprise Database - Additional User	15.00	$156.53	$2,348.00	$2,465	$2,589
SW STD	310- 3P-000404 -08-01	Hypersoft and Nuance software	7.00	$103.00	$721.00	$757	$795
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software	8.00	$105.50	$844.00	$886	$931
SW STD	310-CUSTOMIMPORT-08-01	3rd Party Custom Import Into ImageRPS <3M	1.00	$2,635.00	$2,635.00	$2,767	$2,905
SW STD	1234838-1300	Orbograph Accura XV	1.00	$2,525.00	$2,525.00	$2,651	$2,784
SW STD	ICASH	*CORE iPayment Revenue Portal - iCashiering	1.00	$15,802.00	$15,802.00	$16,592	$17,422
SW STD	310-IC-INT-WFS-11	Cashiering through WFS Interface using common interface	1.00	$5,266.00	$5,266.00	$5,529	$5,806
SW STD	310-IC-INT-RPS	Image RPS Integration	1.00	$4,423.00	$4,423.00	$4,644	$4,876
SW STD	410-VRN-MA	Verification Report Notification Micro-Application	1.00	$0.00	$0.00	$0	$0
SW STD	410-01-000002-06-00	IMS Standard Database Service	1.00	$2,960.00	$2,960.00	$3,108	$3,263
SW STD	310-MSGTW-10	Managed Service Gateway	1.00	$986.00	$986.00	$1,035	$1,087
SW STD	WEX-CON	WebEx Connectivity	1.00	$418.00	$418.00	$439	$461
SW STD	WEX-CON	WebEx Connectivity	1.00	$11.00	$11.00	$12	$12
SW STD	WEX-CON	WebEx Connectivity	1.00	$13.00	$13.00	$14	$14
					$208,258.00	$218,674	$229,609

Appendix B-21
Calculation of Charges
Additional System Enhancements to Software

Contractor shall receive payment for Professional Services in an amount not to exceed $125,800 for the professional services outlined in Appendix A-19. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule. Any additional hours needed will require a change order and updated payment schedule.

Project 1	Municipal Transportation Authority		
25%	Cash with Order	$	9,712.50
15%	CRD Acceptance	$	5,827.50
10%	User Acceptance Testing Available	$	3,885.00
40%	Production Live Use	$	15,540.00
10%	Delivery Acceptance	$	3,885.00
Project Total		$	38,850.00

Project 2	NSF CityBase Automation		
25%	Cash with Order	$	9,712.50
15%	CRD Acceptance	$	5,827.50
10%	User Acceptance Testing Available	$	3,885.00
40%	Production Live Use	$	15,540.00
10%	Delivery Acceptance	$	3,885.00
Project Total		$	38,850.00

Project 3	1st New Client Setup		
25%	Cash with Order	$	4,625.00
15%	CRD Acceptance	$	2,775.00
10%	User Acceptance Testing Available	$	1,850.00
40%	Production Live Use	$	7,400.00
10%	Delivery Acceptance	$	1,850.00
Project Total		$	18,500.00

Project 4	CityBase Import File		
25%	Cash with Order	$	7,400.00
15%	CRD Acceptance	$	4,440.00
10%	User Acceptance Testing Available	$	2,960.00
40%	Production Live Use	$	11,840.00
10%	Delivery Acceptance	$	2,960.00

Project Total		$	29,600.00

Project 1 Subtotal		$38,850
Project 2 Subtotal		$38,850
Project 3 Subtotal		$18,500
Project 4 Subtotal		$29,600
Total Investment		$125,800

Appendix B-22
Calculation of Charges
TTX Hyland Consultation

Contractor shall receive payment for Professional Services in an amount not to exceed $56,550 for the professional services outlined in Appendix A-20. Professional Services will be fixed price and the Contractor shall be paid according to the following milestone schedule. Any additional hours needed will require a change order and updated payment schedule.

	Qty	Total Investment
Professional Services		
Professional Services Time and Materials	1	$12,950
Services pricing for this proposal is a Time and Materials estimate and does not constitute a firm or fixed quote.		
Hyland Time and Materials	1	$51,600
Professional Services subtotal		**$64,550**
Freight and Expenses		
Freight-Actual Cost Charged. (Billed Separately)	1	$0
Actual Freight will be billed separately.		
Expenses (Billed Separately)	1	$0
Actual Travel/Lodging and $70 per diem will be billed separately		
Freight and Expenses subtotal		**$0**

Services Subtotal	$12,950
Third Party Services & Support Subtotal	$51,600
Discount Subtotal	($8,000)
Total Investment	$56,550

	Billing Schedule		
25%	**Cash with Order**	$	14,138.00
50%	**Onsite Consultation Complete**	$	28,275.00
25%	**Delivery Acceptance**	$	14,137.00
Total Investment		$	56,550.00

	Qty	Total Investment
IMS Client Modules		
Concurrent Client (101-200) each	5	$6,000
Named User Client (1-100) each	13	$9,100
IMS Client Modules subtotal		**$15,100**
IMS Business Process Automation		
Interaction with Sharebase	1	$0
ShareBase	1	$0
Workflow/WorkView Concurrent Client SL (21-50)	10	$24,000
Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.		
IMS Business Process Automation subtotal		**$24,000**
Freight and Expenses		
Freight-Actual Cost Charged. (Billed Separately)	1	$0
Actual Freight will be billed separately.		
Expenses (Billed Separately)	1	$0
Actual Travel/Lodging and $70 per diem will be billed separately		
Freight and Expenses subtotal		**$0**
Third Party Subtotal		$39,100
Total Investment		$39,100

Contractor shall receive $39,100 for third party software licenses and Contractor shall be paid according to the following schedule. The deliverables upon execution of Amendment shall only include five (5) Workflow/Workview Concurrent Client SL IMS licenses.

25%	Cash With Order	$3,000
65%	Due on Delivery of Equipment	$7,800
10%	Balance Due Upon Signature of Acceptance Certificate	$1,200

City shall initiate ShareBase End User Services via change control through the Contractor's project manager.

The remaining IMS licenses listed above shall be ordered by City via change control through the Contractor's project manager.

Contractor shall receive maintenance fees for maintenance of the System in an amount that shall not exceed $7,820 for the first year of maintenance. The first maintenance fee(s) shall be paid on the date the City begins Live Use of the System.

Optima3 IMS- ShareBase
Attachment 1 to Order Agreement

Definitions.

End User shall mean Customer's internal users who are licensed to use Optima3 IMS.

Service(s) -grants access Optima3 IMS-Sharebase allowing End Users to share an unlimited amount of files with other users.

Monthly Fees for Optima3 IMS-ShareBase.

Optima3 IMS-ShareBase   Fee up to 50 End Users (SHAREBASE): $6,000/yearly

Optima3 IMS-ShareBase Additional End User Fee (SHAREBASEUSER): $125/EndUser/year

The additional End User fee will be prorated for the first year based on the month first activated

Terms and Conditions.

>   WAUSAU will invoice Customer monthly for the Service usage based on the number of End Users. Invoices are due and payable as set forth in the Master Agreement.
>
>   In the event that Customer wishes to terminate the Services, Wausau must be notified thirty (30) days in advance of the desired cancellation date.