

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

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of May 15, 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 May 10, 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

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, 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.

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, 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.

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 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 and sixty-six thousand and two hundred and 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.

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 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 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 4. Appendix B Rev 4, "Calculation of Charges", as attached, is hereby added to the Agreement and hereby replaces Appendix B, Appendix B Amended, Appendix B Rev 2 and Appendix B Rev 3.

2e. Appendix B-1 Rev 5. Appendix B-1 Rev 5, "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 and Appendix B-1 Rev4.

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

- a. Appendix A-16 - Scope of Work for DBI Accela Integration
- b. Appendix A-17 - Scope of Work for ASR Professional Services Hours
- c. Appendix A-18 - Scope of Work for TTX OPEX Falcon RED
- d. Appendix B-18 - Calculation of Charges – DBI Accela Integration
- e. Appendix B-19 - Calculation of Charges – ASR Professional Services Hours
- f. Appendix B-20 - Calculation of Charges – TTX OPEX Falcon RED

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, and A-18.

2h. Appendix B. All references to Appendix B and Appendix B Amended in the Agreement shall henceforth refer to Appendices 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, and B-20.

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

RECEIVED
18 MAY 21 PM 4:40
PURCHASING DEPARTMENT


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.



Tajel Shah
Chief Assistant Treasurer
Office of the Treasurer & Tax Collector

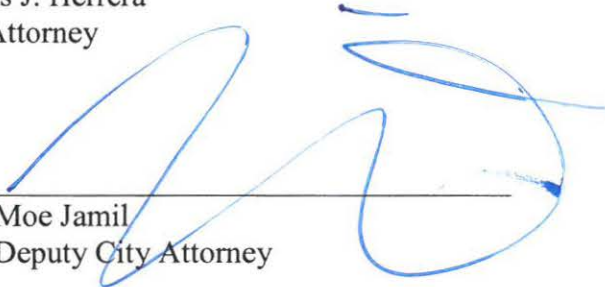


Jeff Pern
Vice President of Contracts
Wausau Financial Systems, Inc.
400 Westwood Drive, Suite 100
Wausau, WI 54401

Approved as to Form:


City vendor number: 47821
Supplier ID: 8447

Dennis J. Herrera
City Attorney

By: 

Moe Jamil
Deputy City Attorney

Approved:

for 

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

**Appendix A-16
Scope of Work
DBI Accela Integration**

1. Project Description

CONTRACTOR shall provide up to one-hundred (100) Time and Materials hours of Professional Services to support City with the integration of iPayments with Accela, specific to CORE Business Technologies iPayments work, within City's Department of Building Inspection (DBI) Test environment. Project scope excludes work within ImageRPS® and Optima³® IMS applications.

The desired Accela integration process flow is as follows:

- Accela user begins the permitting process and upon reaching the payment point, launches iPayment passing a CAP ID
- iPayment performs application level authentication to Accela
- iPayment uses the CAP ID and Accela web services to retrieve the permit and permit fee information
- iPayment takes payment on the permit
- iPayment updates Accela using their web services (make payment then apply payment)
- Accela user continues the remainder of the permitting process

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 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.
 - i. CONTRACTOR has estimated an eight (8) 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) Facilitate City transition meeting to CONTRACTOR Customer Care.

3. CORE Business Technologies iPayment Deliverables & Responsibilities within City's Test Environment

a. Requirements Gathering/Customer Requirements Document

- i.) Conduct a remote requirements review meeting based on the City DBI provided technical specifications as shared during the pre-sales activities. This requirements meeting is to discuss any questions based on the already provided artifacts. The following has been provided by City DBI:

1. Modify makePayment

- a. Pass Payor information (from actual payment/tender)

- i. Pass Payor Name into “payee”
 - ii. Add below information into “paymentComment”
 - 1. Anything previously pushed into paymentComment
 - 2. Payor Name: [payorName from iPayment]
 - 3. Payor Address: [payorAddress from iPayment]
 - 4. Payor City: [payorCity from iPayment]
 - 5. Payor State: [payorState from iPayment]
 - 6. Payor Zip: [payorZip from iPayment]
 - 7. Phone: [payorPhone from iPayment]
 - 8. Payor Email: [payorEmail from iPayment]
 - 9. Any additional information from Payor info iPayment
- 2. Add SetID as an intake parameter to iPayment Search Screen
 - a. Will only use RecordID OR SetID (never both)
 - i. If search by RecordID – then existing code already in place “getFeeItemInvoiceByCapID”
 - ii. If search by SetID – then use “getFeeItemInvoiceBySetID” (A set is just a group of multiple CapIDs)
- 3. Process makePayment to Accela per iPayment tender (iPayment to decide distribution of payments across Invoices)
 - a. iPayment not allowed to do partial payments. Every invoice selected must be paid in full with however many tenders required
 - ii.) Create a Project Specifications document and review with City for approval. This document will serve as the Customer Requirements Document (“CRD”)
- b. Configure, customize, test, install and train the iPayment system, its components, modules and enhancements, in accordance with the project schedule contained within the final version of the CRD
 - i.) On-site implementation services (four (4) days on-site with one (1) travel day) (Customer responsible for travel expenses)
 - ii.) Perform basic testing of functionality prior to City User Acceptance Testing using a City supplied script
 - iii.) On-site training services (four (4) days on-site with one (1) travel day) (Customer responsible for travel expenses)
 - iv.) Remote support during customer User Acceptance Testing (UAT) (five (5) days off-site)
- c. Assumes all integration described in this SOW will be completed by CORE Business Technologies

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 and/or CORE 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 requested 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.
- o. City will resolve issues related to City network and security configurations.
- p. City will report all deficiencies as determined during system testing and provide at a minimum of ten (10) business days for correction by CORE. This is not intended to imply that all corrections will take ten (10) business days to correct. CORE is responsible for all items identified as assigned and documented in the Project Specification document.
- q. City will complete user acceptance testing within one (1) week.
- r. City will create desired user documentation.

5. Project Timeline/Milestones

- a. 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 CORE 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 and CORE. Requirements complete.
10	CORE delivers changes in test environment
11	User Acceptance Testing lead by the City
12	Approval of UAT by the City
13	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. SOW Pricing and Billing

- a. CONTRACTOR 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.

7. 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.

8. 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. The estimated project completion time does not contemplate additional City testing requirements. Additional City testing requirements may require a phased approach to implement the work of the project and/or an increase in effort needed. The parties will use the change control process to determine an estimate of the extra effort and cost to aid in that determination.
- e. 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.
- f. All software and hardware will be considered to be in production upon the earlier of:
 - (i) the date that it begins live use at City's site ("live use" shall mean that the software and hardware is processing City's work in a production environment), or
 - (ii) the date that it is tested, configured and ready to be used in production at City's site.
- g. 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.

- h. The effort estimated in this SOW includes an estimated amount of time for issue resolution, as applicable. Modifications, additional customizations, or effort to upgrade any of City's custom programs is not included in City's annual maintenance and may result in additional charges.
- i. If no documentation modification provision is set forth in the Agreement, the following documentation modification provision will apply: CONTRACTOR may provide City with an electronic copy of the Software documentation, manuals and/or training materials ("Documentation"), subject to the following terms and conditions:
 - i.) In the event that City modifies the Documentation for distribution to its employees and/or City's, CONTRACTOR hereby disclaims all liability and responsibility for such modifications and for the accuracy and effectiveness of the Documentation as modified. The parties agree that City will be solely responsible for any errors in or misuse of the Software to the extent resulting from the modified Documentation. City agrees to hold CONTRACTOR harmless for any and all liability arising out of a third-party claim regarding the use of the modified Documentation by any party, where such third party claim would not have occurred but for such modification.
 - ii.) City assumes all responsibility for the content of the Documentation as modified by City. Although CONTRACTOR acknowledges that not all features and functions of the Software are made available to City, City further assumes the responsibility for keeping the Documentation current with CONTRACTOR product releases to the extent that such releases are provided to City and to the extent that such releases are applicable to the Software being utilized by City.
- j. 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.

9. Acceptance Criteria

- a. City will approve all hardware and/or software specifications by signing the CRD. City will have ten (10) business days from the date the CRD is received from CONTRACTOR to approve or disapprove the specifications. In the event that the City has taken no action within ten (10) business days, City is deemed to have accepted the CRD.
- b. Delivery Acceptance Certificate
 - i.) The Criteria for Engagement Acceptance is the last section of the CRD and defines the process and criteria for the City's acceptance of the installed and/or delivered systems, products and services at the completion of the work for the respective phase or entire engagement. It is based on the standard product and system operating requirements combined with configuration specifications defined in the CRD. Upon successful attainment of the criteria, City acknowledges approval by signing the Delivery Acceptance Certificate.
 - ii.) City will sign the Delivery Acceptance Certificate when all high priority issues are resolved. A high priority issue is one that prevents the solution from being put into production and is without an acceptable workaround. All high priority issues with acceptable workarounds are re-categorized as medium priority. With respect to all medium and low priority issues, the parties will mutually agree to a plan of resolution that permits such issues to be resolved after project closure.
 - iii.) The City will have ten (10) 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 ten (10) business days, City is deemed to have accepted the engagement or phase activities as satisfactorily completed.
 - iv.) In the event that an engagement or phase is disapproved, the 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 the 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 CRD, SOW or Investment Overview.
 - v.) 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-17
Scope of Work
ASR Licensing and Professional Service Hours

1. Background

Under the Agreement, the Office of the Assessor-Recorder (ASR) acquired software and licenses for Optima3®IMS. Since the implementation, the ASR has utilized the system as a mechanism to archive documents and develop digital workflows to improve business processes. The ASR 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 additional professional service hours as well as additional funds to purchase software licenses as the department expands its user base.

2. Project Description

The Office of the Assessor-Recorder requires an additional 135 hours of professional services to be used upon request by the City for the purposes of configuration changes, data improvements, reporting, modifications, enhancements and other professional services required in connection with the Agreement. The Contractor shall charge the City \$185 per hour for such services. The City shall only be liable for payment for the hours requested and used by the City.

Appendix A-18
Scope of Work
TTX OPEX FalconRED

SOLUTION/SERVICES DESCRIPTION

1. Project Description

City has requested Contractor assistance in adding one (1) OPEX FalconRED device. Contractor shall perform all work remotely.

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.
 - ii) Contractor shall create a Customer Requirements Document (CRD) and review with City for approval.
- b. Hardware Implementation Support
 - i) Contractor shall provide remote assistance for OPEX's installation and configuration of one (1) FalconRED device
 - a. Install Contractor-provided application(s) on City-supplied hardware
 - b. Verify connects for Contractor support
- c. ImageRPS® Implementation and Configuration
 - i) Contractor shall configure one (1) OPEX FalconRED device for capture into the ImageRPS® Test and Production environments
 - a. Provide assistance to OPEX during setup of capture jobs
 - ii) Assumes OPEX will be responsible for configuration of all capture jobs on the OPEX FalconRED device
- d. Remote User Acceptance Testing (UAT) Support
 - i) Contractor shall provide City UAT support for up to two (2) weeks, up to two (2) hours per week
 - ii) Contractor shall provide City production go-live support for up to one (1) week, up to two (2) hours
 - iii) Assumes non-dedicated resources
- e. 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 informal 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. Order, and if necessary assemble, all Customer-supplied hardware or software, including but not limited to servers, hard drives, CPU, memory NIC card and

processor. If shipment to WAUSAU is not required, Customer will have components staged and available at the Customer location on agreed upon date.

- i. Schedule and lead all host processor and third-party vendor activities.
- j. City will provide Contractor appropriate remote 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.
- k. City will establish, test, and maintain all network connections and transmissions.
- l. 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.
- m. 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.
- 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 City for UAT.
- o. City will resolve issues related to City network and security configurations.
- p. City will complete user acceptance testing and post-production validation within the agreed-upon timeframes.
- q. City will create desired documentation.

4. Project Timeline/Milestones

- a. 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	City provides Contractor staged hardware
11	Contractor/OPEX delivers changes
12	User Acceptance Testing lead by the City
13	Approval of UAT by the City
14	Go-Live in Production/Contractor production support
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.

5. SOW Pricing and Billing

- a. Contractor shall provide all Services specified in this SOW on a Fixed Price basis as provided in the Calculation of Charges – TTX OPEX Falcon RED, Appendix B-20. 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.
 - i.) WAUSAU will invoice for all applicable charges in accordance with the Agreement.

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. The estimated project completion time does not contemplate additional City testing requirements. Additional City testing requirements may require a phased approach to implement the work of the project and/or an increase in effort needed. The parties will use the change control process to determine an estimate of the extra effort and cost to aid in that determination.
- e. 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.
- f. All software and hardware will be considered to be in production upon the earlier of:
 - the date that it begins live use at City's site ("live use" shall mean that the software and hardware is processing City's work in a production environment), or

- i.) the date that it is tested, configured and ready to be used in production at City's site.
- g. 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 regard 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.
- h. The effort estimated in this SOW includes an estimated amount of time for issue resolution, as applicable. Modifications, additional customizations, or effort to upgrade any of City's custom programs is not included in City's annual maintenance and may result in additional charges.
- i. If no documentation modification provision is set forth in the Agreement, the following documentation modification provision will apply: Contractor may provide City with an electronic copy of the Software documentation, manuals and/or training materials ("Documentation"), subject to the following terms and conditions:
 - i) In the event that City modifies the Documentation for distribution to its employees and/or City's, Contractor hereby disclaims all liability and responsibility for such modifications and for the accuracy and effectiveness of the Documentation as modified. The parties agree that City will be solely responsible for any errors in or misuse of the Software to the extent resulting from the modified Documentation. City agrees to hold Contractor harmless for any and all liability arising out of a third-party claim regarding the use of the modified Documentation by any party, where such third-party claim would not have occurred but for such modification.
 - ii) City assumes all responsibility for the content of the Documentation as modified by City. Although Contractor acknowledges that not all features and functions of the Software are made available to City, City further assumes the responsibility for keeping the Documentation current with Contractor product releases to the extent that such releases are provided to City and to the extent that such releases are applicable to the Software being utilized by City.
- j. 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.

8. Acceptance Criteria

- a. City will approve all hardware and/or software specifications by signing the CRD. City will have ten (10) business days from the date the CRD is received from Contractor to approve or disapprove the specifications. In the event that the City has taken no action within ten (10) business days, City is deemed to have accepted the CRD.
- b. Delivery Acceptance Certificate
 - i) The Criteria for Engagement Acceptance is the last section of the CRD and defines the process and criteria for the City's acceptance of the installed and/or delivered systems, products and services at the completion of the work for the respective phase or entire engagement. It is based on the standard product and system operating requirements combined with configuration specifications defined in the CRD. Upon successful attainment of the criteria, City acknowledges approval by signing the Delivery Acceptance Certificate.
 - ii) City will sign the Delivery Acceptance Certificate when all high priority issues are resolved. A high priority issue is one that prevents the solution from being put into production and is without an acceptable workaround. All high priority issues with acceptable workarounds are re-categorized as medium priority. With respect to all medium and low priority issues, the parties will mutually agree to a plan of resolution that permits such issues to be resolved after project closure.
 - iii) The City will have ten (10) 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 ten (10) business days, City is deemed to have accepted the engagement or phase activities as satisfactorily completed.
 - iv) In the event that an engagement or phase is disapproved, the 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 the 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 CRD, SOW or Investment Overview.
 - v) 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 B Rev 4
Calculation of Charges**

Contractor shall receive an amount not to exceed \$5,926,158 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
 Sixth Amendment Date: May 4, 2018

		Original Contract	First Amendment	Second Amendment	Third Amendment	Fourth Amendment	Fifth Amendment	Sixth 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					
Software & Equipment								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%		\$20,125					
Due on Delivery of Equipment	65%		\$52,325					
Balance Due upon Signature	10%		\$8,050					
	<i>Subtotal</i>		<i>\$80,500</i>					
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%		\$121,653					
Requirements Document Acceptance	15%		\$72,992					
User Acceptance Training	10%		\$48,661					
Production Live Use	40%		\$194,644					
Delivery Acceptance	10%		\$48,661					
	<i>Subtotal</i>		<i>\$486,611</i>					
Maintenance								
First Live Use	Not to exceed		\$12,328					
First Anniversary of Live Use	Not to exceed		\$12,698					
Second Anniversary of Live Use	Not to exceed		\$13,079					
Third Anniversary of Live Use (Pro-rated through June 26, 2017)	Not to exceed		\$9,927					

	<i>Subtotal</i>		\$48,032					
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>		<i>\$149,602</i>					
SOLUTION VERSION UPGRADE & ENHANCEMENT S (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>		<i>\$450,000</i>					
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			
Software & Equipment								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%				\$7,550			
Due on Delivery of Equipment	65%				\$19,630			
Balance Due upon Signature	10%				\$3,020			
	<i>Subtotal</i>				\$30,200			
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%				\$69,745			
Requirements Document Acceptance	15%				\$41,847			
User Acceptance Training	10%				\$27,898			
Production Live Use	40%				\$111,592			
Delivery Acceptance	10%				\$27,898			
	<i>Subtotal</i>				\$278,980			
Additional Professional Services Hours	Not to exceed 379 hours @ \$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>				<i>\$154,600</i>			
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%				\$27,870			
Requirements Document Acceptance	15%				\$16,722			
User Acceptance Training	10%				\$11,148			
Production Live Use	40%				\$44,591			
Delivery Acceptance	10%				\$11,148			
	<i>Subtotal</i>				<i>\$111,479</i>			
Additional Professional Services Hours	Not to exceed 748 hours @ \$185/hour billed monthly				\$138,380			
	<i>Subtotal</i>				<i>\$249,859</i>			
Maintenance								
First Live Use	Not to exceed				\$30,920			
First Anniversary of Live Use	Not to exceed				\$23,471			
	<i>Subtotal</i>				<i>\$54,391</i>			
Travel, Expense & Materials								
Travel	<i>Billed actuals, per prior written approval</i>				\$20,000			
	<i>Subtotal</i>				<i>\$20,000</i>			

SOLUTION VERSION UPGRADE AND WORKFLOW ENHANCEMENT S PROJECT (APPENDIX A-8)	Subtotal				\$522,106			
Software & Equipment								
<i>Percent</i>	<i>Deliverable</i>							
Cash with order	25%				\$5,531			
Due on Delivery of Equipment	65%				\$14,381			
Balance Due upon Signature	10%				\$2,212			
	<i>Subtotal</i>				<i>\$22,124</i>			
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%				\$124,024			
User Acceptance Training	25%				\$124,024			
Production Live Use	40%				\$198,439			
Delivery Acceptance	10%				\$49,610			
	<i>Subtotal</i>				<i>\$496,097</i>			
Additional Professional Services Hours	Not to exceed 21 hours @ \$185/hour billed monthly				\$3,885			
	<i>Subtotal</i>				<i>\$499,982</i>			
Maintenance								
First Live Use	Not to exceed				\$0			
First Anniversary of Live Use	Not to exceed				\$0			
	<i>Subtotal</i>				<i>\$0</i>			
FINANCIAL SERVICES/PEOP LESOF PROJECT (APPENDIX A-9)	Subtotal					\$190,920		
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%					\$38,480		

CRD Acceptance	15%					\$23,088		
User Acceptance Testing Available	10%					\$15,392		
Production Live Use	40%					\$61,568		
Delivery Acceptance	10%					\$15,392		
	Subtotal					\$153,920		
Additional Professional Services Hours	Not to exceed 200 hours @ \$185/hour billed monthly					\$37,000		
	Subtotal					\$190,920		
Maintenance								
First Live Use	Not to exceed					\$0		
First Anniversary of Live Use	Not to exceed					\$0		
	Subtotal					\$0		
OPTIMA IMS UPGRADE (APPENDIX A-10)	Subtotal					\$82,393		
Software & Equipment								
<i>Percent</i>	<i>Deliverable</i>							
Cash with order	25%					\$750		
Due on Delivery of Equipment	65%					\$1,950		
Balance Due upon Signature	10%					\$300		
	<i>Subtotal</i>					\$3,000		
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%					\$19,541		
CRD Acceptance	15%					\$11,724		
UAT Available	10%					\$7,817		
Production Live Use	40%					\$31,265		
Delivery Acceptance	10%					\$7,816		
	Subtotal					\$78,163		
Maintenance								
First Live Use	Not to exceed					\$600		

First Anniversary of Live Use	Not to exceed					\$630		
	Subtotal					\$1,230		
ADDITIONAL OPTIMA IMS LICENSES (APPENDIX A-11)	Subtotal					\$197,249		
Software & Equipment								
<i>Percent</i>	<i>Deliverable</i>							
Cash with order	25%					\$31,775		
Due on Delivery of Equipment	65%					\$82,615		
Balance Due upon Signature	10%					\$12,710		
	<i>Subtotal</i>					<i>\$127,100</i>		
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%					\$4,510		
CRD Acceptance	15%					\$2,706		
UAT Available	10%					\$1,804		
Production Live Use	40%					\$7,215		
Delivery Acceptance	10%					\$1,803		
	<i>Subtotal</i>					<i>\$18,038</i>		
Maintenance								
First Live Use	Not to exceed					\$25,420		
First Anniversary of Live Use	Not to exceed					\$26,691		
	<i>Subtotal</i>					<i>\$52,111</i>		
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	
	Subtotal						\$38,618	
Optima³ IMS Import Processor Client (BDR) (APPENDIX A-13)	Subtotal						\$16,835	
<i>Professional Services</i>								
<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	
	Subtotal						16,835	
ECM - DPH IMS Licenses and Workflow Configuration (APPENDIX A-14)	Subtotal						\$30,960	
<i>Software & Equipment</i>								
<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	
	Subtotal						\$25,800	
Maintenance								
First Year of Maintenance	Not to exceed						\$5,160	
EMS - IMS Document Import Processor Setup) (APPENDIX A-14)	Subtotal						\$65,728	
<i>Professional Services</i>								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%						\$3,307	

Available								
Production Live Use	40%							\$23,980
Delivery Acceptance	10%							\$5,995
	Subtotal							\$59,950
	Amount to be paid by change order 54005-310-EC-05							-\$26,169
	Subtotal Appendix A-16							\$33,781
ASR PROFESSIONAL SERVICE HOURS (APPENDIX A-17)	Subtotal							\$39,975
Software & Equipment								
IMS Licenses	To be specified and ordered via change orders							\$15,000
Professional Services								
Additional Professional Services Hours	Not to exceed 135 hours @ \$185/hour, billed monthly							\$24,975
TTX OPEX FalconRED (APPENDIX A-18)	Subtotal							\$86,150
Software & Equipment								
<i>Percent</i>	<i>Deliverable</i>							
Cash with order	25%							\$19,733
Due on Delivery of Equipment	65%							\$51,308
Balance Due on Completion of Acceptance Criteria Agreement	10%							\$7,894
	Subtotal							\$78,935
Professional Services								
<i>Deliverable</i>	<i>Percent</i>							
Cash with order	25%							\$1,804
CRD Acceptance	15%							\$1,082
User Acceptance Testing Available	10%							\$721
Production Live Use	40%							\$2,886

Delivery Acceptance	10%							\$722
	Subtotal							\$7,215
	Subtotal							\$86,150
Original Contract	Not to exceed	\$1,799,660						
First Amendment	Not to exceed		\$1,668,226					
Second Amendment	Not to exceed			\$170,985				
Third Amendment	Not to exceed				\$1,336,003			
Fourth Amendment	Not to exceed					\$470,562		
Fifth Amendment	Not to exceed						\$320,816	
Sixth Amendment	Not to exceed							\$159,906
TOTAL	NOT TO EXCEED							\$5,926,158

Appendix B-1 Rev 5 Investment Overview

Software, Third Party Software, Hardware and Services

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

RPS Retail Only Volume License		
ImageRPS Retail Only Vol Lic + Productivity	1	\$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
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
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 Server Storage (IMS, Deposit 24/7, Reformatter)		
ARCserve Backup r15 Client Agent for Windows	-1	(\$418)
ARCserve backup - open file option	-1	\$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
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)
I-net Support		
SYMANTEC pcAnywhere Host & Remote v. 12.5	1	\$200
Customer Existing Software	1	\$0
ECM Paperless Software		
Integration for eSignature solution	1	\$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 Client Modules		
Concurrent Client (1-100) Each	10	\$12,000
Named User Client (1-100) Each	60	\$36,000
IMS Imaging and Capture Modules		
Production Documet Imaging (ISIS) (Additional Stations)	1	\$2,000

Bar Code Recognition Server	1	\$5,000
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 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 Email		
Integration for Microsoft Outlook 2013	1	\$5,000
IMS Integration		
Enterprise Application Enabler	1	\$50,000
IMS Import Processing		
COLD/ERM	1	\$10,000
Document Import Processor	1	\$5,000
RPS Base Software		
RPS Upgrade to 6.00.1x	1	\$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)
IMS Software for Upgrade and Enhancements		
PDF Framework License	1	\$3,000
Outlook Integration 2016	1	\$5,000
THIRD PARTY SOFTWARE		
RPS Application File/MICR/NSF/Name & Address DB Server		
Windows Server 2008 w/Hs	-1	(\$1,200)

Cashiering Application Server		
Windows Server 2008 w/Hs	-1	(\$1,200)
Cashiering Database Server		
Windows Server 2008 w/Hs	-1	(\$1,200)
Cashiering Software		
Bad Check Module	4	\$12,500
Cashiering through WFS Interface using CORE	1	\$25,000
Image RPS Integration	1	\$21,000
Fit Gap Services	1	\$7,500
IMS Archive/Deposit 24/7 Acceptance Server		
Windows Server 2008 w/Hs	-1	(\$1,200)
IMS - Archive Server Storage (IMS, Deposit 24/7, Reformatter)		
Windows Server 2008 w/Hs	-1	(\$1,200)
IMS Web/Redirector Server (Intranet Only)		
Windows Server 2008 w/Hs	-1	(\$1,200)
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)
Orbograph CAR/LAR		
Orbograph Accura XV	1	\$12,256
Orbograph migration credit to upgrade to Accura XV	1	(\$8,754)
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
IMS Software Licenses (Appendix B-19 to be specified and ordered via change control)		15,000
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 E138 Encoder	-1	(\$1,595)
Secondary Merge Feeder	-1	(\$3,495)
12 Pocket Module	-1	(\$6,595)
Large Capacity Hopper	-1	(\$6,000)
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)
Opex		
OPEX AS7200i	1	\$51,495
MICR Reader for AS7200	1	\$2,750
Barcode Suite (1-D)	1	\$810
ScanLink (APO 3600Link)	1	\$3,000
Opex RED72 - Mill Cutter	1	\$24,950
Opex RED72 - Internal Printer and Software	1	\$1,155
Opex Rapid Extraction Deks 72-Hydraulic Height	1	\$2,750
OPEX Falcon RED Base Unit	1	38,100

MICR Reader Plus for the Falcon	1	4,850
Rear Inkjet for Falcon	1	550
72 RED w\ Mill Cutter	1	28,950
Barcode Suite (1-D)	1	860
Model 72 Motorized Adjustable Height Table	1	2,500
Internal Printer & Software	1	1,155
ScanLink Lite (API 3600 Link Lite)	1	920
Multi-Page Type ID Assist Tower	1	1,050
Racks & Stations		
HP Rack 10642 G2 Pallet Rack carbon, metallic	-1	(\$1,300)
HP Stageworks MSL2024 Ultrium 1760 Tape library	-1	(\$6,459)
HP TFF7600 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)
Transport Controller		
Track Controller	-1	(\$2,500)
PCI TCP PCBA	-1	(\$1,000)
Touch Panel Monitor	-1	(\$1,495)
Deposit 24/7		
HP Compaq 8000 Elite	-2	(\$1,798)
Digital Check TS230-65	-2	(\$1,426)
20 HP Monitor	-2	(\$250)
Networking		
Cisco Catalyst 2960 48 Port 10/100 Ethernet Switch	-1	(\$2,495)
Remote Printers		
Lexmark T 650n - printer	2	\$1,858
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)
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 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)
RPS Reformatter/IDT		
20 HP Monitor	-1	(\$125)
HP Compaq 8000 Elite	-1	(\$899)
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)
RPS Image Display Terminals		
HP Compaq 8000 Elite	-3	(\$2,697)
20 HP Monitor	-3	(\$375)

RPS Productivity Solution		
HP Compaq 8000 Elite	-1	(\$899)
20 HP Monitor	-1	(\$125)
SMARTSCASymbol LS 2208 Barcode Scanner - wired	1	\$207
RPS Interface/Deposit 24/7 Controller		
HP Compaq 8000 Elite	-1	(\$899)
20 HP Monitor	-1	(\$125)
RPS Queue		
HP Compaq 8000 Elite	-1	(\$899)
20 HP Monitor	-1	(\$125)
RPS CAR/LAR/IQA System		
HP Compaq 8000 Elite	-1	(\$899)
20 HP Monitor	-1	(\$125)
RPS Report and MICR Printer		
Lexmark T 650n - printer	2	\$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 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 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 DVD Writer Station		
HP Compaq 8000 Elite	-1	(\$899)
20 HP Monitor	-1	(\$125)
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
IMS Base Application Software		
System Hasp	-1	(\$167)
Expenses and Freight		
Freight	1	\$0
IMPLEMENTATION		
Initial Implementation Professional Services		
Professional Services Time and Material	1	\$436,970
Adjusted Professional Services Time and Material	-	\$574,163
		\$943,331
Adjusted Professional Services Time and Material 10/21/16		
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
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)
RPS Application File/MICR/NSF/Name & Address DB Server		
Electronic HP Care Pack 4 hour Same Business Day	-1	(\$837)
Cashiering Database Server		
Electronic HP Care Pack 4 hour Same Business Day	-1	(\$837)
Electronic HP Care Pack - Extended Service	-1	(\$1,460)
RPS Reformatter/IDT		
Electronic HP Care Pack 4 hour Same Business Day	-1	(\$99)
Cashiering Workstation		
Electronic HP Care Pack 4 hour Same Business Day	-61	(\$6,039)
Spare in the Air Program	-61	(\$11,956)
RPS Image Display Terminals		
Electronic HP Care Pack 4 hour Same Business Day	-3	(\$297)

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 Interface/Deposit 24/7 Controller		
Electronic HP Care Pack 4-hour Same Business Day	-1	(\$99)
RPS Queue		
Electronic HP Care Pack 4-hour Same Business Day	-1	(\$99)
RPS CAR/LAR/IQA System		
Electronic HP Care Pack 4-hour Same Business Day	-1	(\$99)
RPS ACH		
EPICWare Setup	1	\$1,240
IMS DVD Writer Station		
Electronic HP Care Pack 4-hour Same Business Day	-1	(\$99)
New HP PC's Warranty Service		
CARE PACK 3YR 9x5 4HR DC5100 DC7600 INCL MON	25	\$2,475
IMS Services		
IMS Standard Database Service	1	\$2,960
Professional Services	40	\$7,400
Professional Services		
CORE Installation Services	99	\$148,500
CORE Installation Services	-59	(\$88,500)
Base Installation Services	1	\$35,000
Training		
Tech Level 2: Administration Basics Training in Mosinee	-5	(\$15,000)
Tech level 1: end user basics	3	\$7,500

IMS Training		
Tech Level 2: Administration Basics Training in Mesinee	-2	(\$6,000)
Burroughs Services		
Burroughs Field Installation Services Actual Cost Billed	1	\$790
Training		
System Administration Training - On site plus T&E - Customer training	1	\$16,800
DBI Accela Integration		
RPS iCashiering - CORE Professional Services	1	\$41,450
Professional Services Time & Material	1	\$18,500
ASR Professional Services		
Professional Services Time and Material	1	\$24,975
TTX Professional Services		
OPEX Falcon RED Professional Services	1	\$7,215
DISCOUNT		
Discounts		
Software Discount	1	\$61,986
Reflects the software section discount for this proposal		
Hardware Discount	1	\$25,933
Reflects the hardware section discount for this proposal		
Services Discount	1	\$104,873
Reflects the services section discount for this proposal		
Implementation Discount	1	\$51,144
Reflects the the implementation section discount for this proposal		
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)

Appendix B-18
DBI Accela Integration
Calculation of Charges

1. Terms and Conditions:

WAUSAU agrees to furnish the products and related services set forth in the attached Investment Overview, subject to the terms and conditions of the Agreement. Sales Tax will be added as applicable. Freight will be billed separately based on the actual, FOB manufacturer charges. Actual expenses (lodging and travel) and a per diem per resource will be billed separately periodically throughout installation.

2. Special Terms and Conditions:

The total charges for implementation under this Order Agreement have been estimated in the Investment Overview and/or the Statement of Work. The actual charges for implementation will be billed on an hourly, time and material (T&M) basis, which may be more or less than the estimated amount set forth below.

3. Location and Billing:

The equipment, software and services will be delivered, installed and/or performed at the following locations (“Permitted Processing Site(s)”):

Invoices for charges under this Order Agreement can be emailed to:
Rebecca.villareal.mayer@sfgov.org.

4. Products/Services Terms:

The quantity, description and price/license fees relating to the products and services to be provided hereunder are as set forth in the attached Investment Overview.

5. Payments Terms:

The total amount of the Software and Hardware listed on this Order Agreement will be invoiced upon shipment of the software and/or equipment by WAUSAU, and will be due in accordance with the terms of the Agreement. With respect to charges for professional services and other services, WAUSAU will invoice Customer monthly throughout the duration of the engagement. Funds fo

		Qty	Total Investment
RPS iCashiering			
310-SVC-COREDY-10	Professional Services Daily CORE Professional Services for Design, Development, Testing/Delivery and On-site Services	20	\$34,300
310-CORE-CUS-CCF	Professional Services Core Professional Services for Project Management	1	\$7,150
RPS iCashiering subtotal			\$41,450
Professional Services			
502-PS-TM	Professional Services Time and Materials Services pricing for this proposal is a Time and Materials estimate and does not constitute a firm or fixed quote.	1	\$18,500
Professional Services subtotal			\$18,500
Freight and Expenses			
FREIGHT	Freight-Actual Cost Charged. (Billed Separately) Actual Freight will be billed separately.	1	\$0
502-EXPENSES-70	Expenses (Billed Separately) Actual Travel/Lodging and \$70 per diem will be billed separately	1	\$0
Freight and Expenses subtotal			\$0
Services Subtotal			\$18,500
Third Party Services & Support Subtotal			\$41,450
Total Investment			\$59,950

Total Investment for Hardware and Software

Hardware	\$0
Software	\$0
Subtotal	\$0

Total Investment for Professional Services and Other Services

Services	\$59,950
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Subtotal \$59,950

TOTAL INVESTMENT

\$59,950

LESS AVAILABLE DBI FUNDS (S54005-310-
EC05)

(\$26,169)

ADDITIONAL INVESTMENT

\$33,781

Appendix B-19
Calculation of Charges
ASR Licensing and Professional Service Hours

	Qty	Total Investment
IMS Software Licensing		\$15,000
Professional Services Billed at \$185/hour	135	\$24,975
Software/Licensing Subtotal		\$15,000
Services Subtotal		\$24,975
Total Investment		\$39,975

Appendix B-20
Calculation of Charges
TTX OPEX FalconRED

1. Terms and Conditions:

WAUSAU agrees to furnish the products and related services set forth in the attached Investment Overview, subject to the terms and conditions of the Agreement. Sales Tax will be added as applicable. Freight will be billed separately based on the actual, FOB manufacturer charges. Actual expenses (lodging and travel) and a per diem per resource will be billed separately periodically throughout installation.

2. Location and Billing:

The equipment, software and services will be delivered, installed and/or performed at the following locations ("Permitted Processing Site(s)"):

Invoices for charges under this Order Agreement can be emailed to: Rebecca.villareal-mayer@sfgov.org

3. Products/Services Terms:

The quantity, description and price/license fees relating to the products and services to be provided hereunder are as set forth in the attached Investment Overview.

4. Payments Terms:

With respect to charges for equipment and software, payment of a twenty five percent (25%) down payment of the total cost for each Order Agreement will be due upon submission of this Order to WAUSAU. WAUSAU will not process this Order prior to receipt of the down payment. An additional sixty five percent (65%) of each Order Agreement (or portion thereof that has been shipped) will be due upon first live production use of the system, or portion thereof, at Customer's location. The remaining ten percent (10%) of each Order Agreement or portion thereof will be invoiced upon completion of the items set forth in the Statement of Work for the complete system, or Customer's acceptance of a partial shipment. With respect to charges for professional services and other services, WAUSAU will invoice Customer monthly throughout the duration of the engagement.

Total Investment for Hardware and Software

Hardware		\$77,155
Software		\$1,780
	Subtotal	<hr/> \$78,935

Payment Terms for Hardware and Software

<i>25% Cash with Order</i>	\$19,734
<i>65% Due on Live Production Use</i>	\$51,308
<i>10% Balance Due on Completion of Acceptance Criteria Agreement*</i>	\$7,894

Total Investment for Professional Services and Other Services

Services		\$7,215
	Subtotal	<hr/> \$7,215

TOTAL INVESTMENT		<hr/> <hr/> \$86,150
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* This amount may vary upon reconciliation of any change orders executed by the parties

Breakdown of Total Investment – Implement OPEX FalconRED

	Qty	Total Investment
Opex Falcon		
OPEX Falcon - Base Unit Includes: 3 outsort bins, 1 pass through bin, 2 CIS imagers, standard barcode package, Win 10 64 bit, RedLink, CertainScan 3.0 64 bit Host Software, CertainScan essentials, CertainScan edit ¹ & OPEX Transform ² .(1&2 on host & subject to annual licensing) Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$38,100
MICR Reader Plus for the Falcon MICR Reader Plus - Image Edge for the Falcon Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$4,850
Rear Inkjet for Falcon Rear Ink Jet Option for the Falcon Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$550
72 RED w\ Mill Cutter Includes Top Mill Cutter, PCC, Front Shelf, (4) Bin Organizer & Mail Tray Holder Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$28,950
Barcode Suite (1-D) (Third Party Software) Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$860
Model 72 Motorized Adjustable Height Table Motorized Adjustable Height Table for Model 72 Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$2,500
Internal Printer & Software Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$1,155
ScanLink Lite (API 3600 Link Lite) (Third Party Software) Batch Numbers Only Maintenance and Annual Software Fees are contracted directly between the customer & Opex	1	\$920
Multi-Page Type ID Assist Tower	1	\$1,050

Maintenance and Annual Software Fees are contracted directly between the customer & Opex

Opex Falcon subtotal **\$78,935**

Professional Services

Professional Services 1 \$7,215

Services pricing for this proposal is Fixed for the scope as defined in the accompanying Statement of Work.

Professional Services subtotal **\$7,215**

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 **\$1,780**

Hardware Subtotal **\$77,155**

Services Subtotal **\$7,215**

Total Investment **\$86,150**
