

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

Ninth Amendment

THIS AMENDMENT (this “Amendment”) is made as of March 8, 2021, in San Francisco, California, by and between **Wausau Financial Systems, Inc.** (“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 extend the performance period and increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC 45762-20/21 on March 1, 2021;

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action];

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
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
Seventh Amendment	dated November 18, 2018, and
Either Amendment	dated September 17, 2019.

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

Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

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

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

2a. Section 3. Section “**Term of the Agreement**” currently reads as follows:

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

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

3. Term of the Agreement. The term of the Agreement shall be from June 27, 2011 to June 26, 2031.

2b. Section 5. Section “**Services Contractor Agreed 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, A-19, A-20, A-21, A-22, A-23, A-24, A-25, 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, B-24, B-25, B-26, B-27, 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, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, Appendix B-1 Rev 8, B-2 Rev 7, 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, B-24, B-25, B-26, B-27, B-28, B-29, 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 5, B-1 Rev 6, B-1 Rev 7, 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, B-24, B-25, B-26, and B-27, "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, A-21, A-22, A-23, A-24, and A-25. 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 **seven million ten thousand and one hundred eighty dollars and no cents (\$7,010,180)**. 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:

16. Payment.

a. Compensation. The breakdown of costs associated with this Agreement appears in Appendices B Rev 5, B-1 Rev 6, B-1 Rev 7, B-1 Rev 8, B-2 Rev 4, B-2 Rev 5, B-2 Rev 6, B-2 Rev 7, 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, B-24, B-25, B-26, B-27, B-28, and B-29, "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, A-21, A-22, A-23, A-24, A-25, A-26, and A-27. 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 **eleven million one hundred and eighty-eight thousand three hundred ninety-six dollars and no cents (\$11,188,396.00)**. 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-1 Rev 8. Appendix B-1 Rev 8, "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, Appendix B-1 Rev 5, Appendix B-1 Rev 6, and Appendix B-1 Rev 7.

2e. Appendix B-2-Rev 7. Appendix B-2-Rev 7, "Calculation of Charges Summary as of 2/24/2021 and Maintenance Support", as attached, is hereby added to the Agreement and hereby amends Appendix B-2 Rev 4, Appendix B-2 Rev 5, and Appendix B-2 Rev 6.

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

- a. Appendix A-26 – Scope of Work for Professional Services Block of Hours
- b. Appendix A-27 – Scope of Work for OPEX FALCON+RED Machines
- c. Appendix B-28- Calculation of Charges for Professional Services Block of Hours
- d. Appendix B-29- Calculation of Charges for OPEX FALCON+RED Machines

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, A-21, A-22, A-23, A-24, A-25, A-26, and A-27.

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, B-23, B-24, B-25, B-26, B-27, B-28, and B-29.

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, Appendix B-1 Rev 5, Appendix B-1 Rev 6, and Appendix B-1 Rev 7 in the Agreement shall henceforth refer to Appendix B-1 Rev 8.

2j. Appendix B-2 Rev 6. All references to Appendix B-2 Rev 6 in the Agreement shall henceforth refer to Appendix B-2 Rev 7.

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

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

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

CITY

CONTRACTOR

Recommended by:

WAUSAU Financial Systems, Inc.

DocuSigned by:
Tajel Shah
F45D3F78545F404...
Tajel Shah
Chief Assistant Treasurer
Treasurer and Tax Collector

DocuSigned by:
Evan Zach
63DDC478A438459...
Evan Zach
Executive Director, Client Services

City vendor number: 47821
Supplier ID number: 0000008447

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Moe Jamil
DBDA121BAB35448...
Moe Jamil
Deputy City Attorney

Approved:

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

Appendix A-26 Scope of Work Professional Services Block of Hours

This Statement of Work ("SOW") is entered into between Wausau Financial Systems, Inc., an Affiliate of Deluxe Financial Services, LLC, ("CONTRACTOR") and City and County of San Francisco ("City"), issued pursuant to and incorporates herein by reference the terms and conditions of City's existing master agreement between the parties dated June 27, 2011 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. In the event of a conflict between the terms of the Agreement and the terms contained within this SOW, this SOW shall control.

DESCRIPTION OF SERVICES

1. Project Description

City is extending their in-house ImageRPS® software maintenance with CONTRACTOR and has requested an associated block of CONTRACTOR Professional Services hours. CONTRACTOR shall provide up to \$1,162,884.00 (of Professional Services to support multiple City ImageRPS® projects over ten (10) years. At the time that City requests CONTRACTOR apply these hours to a specific engagement, City and CONTRACTOR will execute a subsequent SOW defining the specific scope of services to be provided with application of the hours from this SOW.

2. CONTRACTOR Project Deliverables & Responsibilities

2.1 Project Governance

2.1.1 CONTRACTOR will facilitate and oversee CONTRACTOR obligations for the engagement and provide a single point of contact for the Services under this SOW. This individual will perform the following project management services as part of this engagement:

- 2.1.1.1 Deliver and maintain primary project plan of activities and milestones for the engagement, incorporating City's project plans(s) into the primary project plan, as appropriate, for a single source of truth
- 2.1.1.2 Execute subsequent SOWs defining the specific scope of services to be provided within the Professional Services from this SOW
- 2.1.1.3 Track and manage resolution of SOW issues
- 2.1.1.4 Monitor and control scope, schedule and cost applying formal change management process as necessary
- 2.1.1.5 Facilitate up to one (1) monthly project status call to discuss subsequent SOWs

SERVICE DELIVERY METHODOLOGY

1 Project Discovery

CONTRACTOR has submitted this SOW based upon the information provided by City and CONTRACTOR's current understanding of City's business and technical requirements. Following execution of this SOW, CONTRACTOR and City will execute subsequent SOWs defining the specific scope of services to be provided within the Professional Services from this SOW.

2 Change Control

Changes to the scope, schedule, resources, activities/deliverables, and/or other engagement items may result in any or all of the following: a change in dates, resources, activities, or price to

City. No changes will be scheduled, initiated or authorized without the written consent of both parties' project managers.

GENERAL CONDITIONS

The Services defined in this SOW are subject to the following conditions and assumptions. In the event that a condition identified below does not occur in the manner or within the timeframe described, it will necessitate that the parties agree upon a change to this SOW in writing.

1. Delays due to the unavailability of equipment, systems, software, key City personnel or other City resources that are not within the direct control of CONTRACTOR could impact the project/schedule and may result in changes to this SOW to be agreed upon by the parties in writing.
2. All work defined within this SOW will be scheduled to be completed during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM City local time, unless otherwise specified in this SOW. Any request for off-hours or weekend work will be handled via changes to this SOW to be agreed upon by the parties in writing and may be charged at a premium rate.
3. CONTRACTOR's certification process is based on specific versions of operating systems, database systems and third-party software. CONTRACTOR acknowledges that City may be leveraging virtual and cloud-based systems to run CONTRACTOR applications and solutions. CONTRACTOR supports CONTRACTOR application software on City-configured virtual environments. Similar to other system and operating environment software, CONTRACTOR does not support the City-configured virtual environments. In almost all cases, the virtualization of the environment is invisible to the CONTRACTOR software and operates without issue. However, in the case of an issue operating within a virtual environment, it is City's responsibility to provide expertise regarding its unique environment including, but not limited to: networking, security, anti-virus protection, and the virtual server software. If City chooses to operate in a virtual environment and issues arise that are believed to be attributable to the virtual environment, CONTRACTOR may request City create a test configuration in a non-virtual environment as part of issue resolution.

CITY PROJECT ROLES & RESPONSIBILITIES

City will complete the following responsibilities related to this SOW:

1. Assign a single point of contact responsible for the detailed aspects of this SOW from City's perspective, with the authority to authorize changes regarding scope, activities, and associated changes in cost. Delays in authorizing changes may directly impact project schedule, resource availability and cost.
2. Make engagement team members available as mutually agreed in the project plan and provide requirements information for this engagement on a timely basis.
3. Ensure completion of all City-scheduled activities as required by this engagement and in accordance with the mutually agreed project plan, to include predecessor events that CONTRACTOR is dependent upon to continue or complete CONTRACTOR's scheduled activities.
4. Conform to CONTRACTOR supplied standard web-based connection for project and maintenance purposes.

SOW PRICING AND BILLING

CONTRACTOR will provide City up \$1,162,884.00 worth of professional services for Services as defined in this SOW. CONTRACTOR will invoice City monthly for Professional Services rendered based on a pre-approved SOW that includes milestone dates, deliverables, assumptions, and hours per engagement. CONTRACTOR and City will meet annually to review projected SOW and establish Professional Service commitment for the year. Hours will be billed at a rate of \$210 and shall not increase by more than 5% annually. CONTRACTOR will invoice City at minimum one thousand (1,000) hours at the rate of \$210 per hour for year one (1). Thereafter, the annual SOW will determine the terms of invoicing. If additional scope is defined at any time during the project, City can agree to

fund the additional scope via written agreement with CONTRACTOR, or to revert back to the scope defined in this SOW.

CONTRACTOR will provide City with periodic reporting, the frequency of which must be agreed upon by the parties, of actual project time used and estimated time to complete the project as compared to the estimate found in this SOW. City may then assess the impact to cost and evaluate, with CONTRACTOR, any necessary changes to future planned activities, which must be agreed upon by the parties in writing via the change control process. Hours previously-spent that City disputes will be addressed through the dispute resolution process as defined in the Agreement.

ACCEPTANCE

1. Engagement Acceptance

The engagement activities shall be deemed as satisfactorily complicated upon the exhaustion of Professional Services defined in this SOW. City acknowledges approval by signing the Delivery Acceptance Certificate ("DAC").

City will have five (5) business days from date CONTRACTOR sends the DAC to City to approve the engagement and return the signed DAC to the CONTRACTOR Project Manager. In the event that City has taken no action within the five (5) business days, City is deemed to have accepted the engagement as satisfactorily completed. In the event City chooses to reject the engagement and does not sign the DAC, City must submit a detailed written description of why the engagement was rejected within five (5) business days from the date CONTRACTOR sends the DAC to City for approval. CONTRACTOR will review City's document and respond to the City engagement sponsor promptly. CONTRACTOR will consider and correct only those items that are identified in writing by City as being rejected and that are in direct conflict with the SOW.

AGREEMENT

The project is bound in scope by the contents of this SOW, which can only be amended by written agreement of the parties. This SOW replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral.

Appendix A-27
Scope of Work
OPEX FALCON+RED Machines

1. Project Description

City has requested Contractor assistance in adding two (2) OPEX FALCON+RED Units. 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 two (2) OPEX FALCON+RED devices
 - 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 two (2) OPEX FALCON+RED devices 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 FALCON+RED devices

- 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 WA USA U 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 UA TP 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 fourteen (14) 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. The cost of the machines is listed under Appendix B-29 and any professional services will be billed, as needed, against Appendix B-28, Block of Hours. 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.
1. 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-1 Rev 8
Investment Overview**

City & County of San Francisco Investment Overview		
Software, Third Party Software, Hardware and Services		
Description	Qty	Total Investment
S 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
RPS Application File/MICR/NSF/Name & Address DB Server Subtotal		-
Cashiering Database Server		
ARCserve Backup r15 for Windows	-1	819
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
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
Risk Monitoring - 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
Disaster Recovery CAR/LAR/OQUA Dongle	-1	350
ARCserve Backup r15 - Tape Library Option	-1	1,051.00
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	-
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
Symantec Ghost Solution Suite - (v2.5) 25-49	35	1,120.00
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	-
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
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
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 Injet 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 - OCR option	-1	119
Opex		
OPEX AS7200i	1	51,495.00
MICR Reader for AS7200	1	2,750.00
Barcode Suite (1-D)	1	810
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
72 RED w\ Mill Cutter	1	28,950.00
Barcode Suite (1-D)	1	860
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
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
HP UPS R3000 - UPS (Rack Mountable)	-1	1,366.00
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	2,500.00
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 Monitor	-2	250
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
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
HP Entry HD 160GB 3.5 Internal SATA 300/7200	-3	327
Cashiering Database Server		
HP ProLiant DL380 G6 Entry - Server - rack-mount	-1	2,289.00
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	1,324.00
HP Storageworks Ultrium 920 - LTO Tape Drive	-1	2,149.00
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	26,108.00
20 HP Monitor	-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 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	1,858.00
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
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	3,799.00
Electronic HP Care Pack 4-Hour 24.7 Same Day	-1	543
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
20 HP Monitor	-1	125
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
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
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 Professional 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
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	1,460.00
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	6,039.00
Spare in the Air Program	-61	11,956.00
RPS Image Display Terminals		

Electronic HP Care Pack 4-hour Same Business Day	-3	297
RPS Productivity Solution		
Electronic HP Care Pack 4-hour Same Business Day	-1	99
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
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	1,240.00
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	2,475.00
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
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	111,575.00
Appendix B21 - iPayment Application Server Upgrade	1	14,225.00
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
Appendix B24 - Entertainment Commission		
Concurrent Client (101-200) each	4	4,800.00
Named User Client (1-100) each	1	700

Production Document Imaging (Kofax or TWAIN) Additional Stations	1	3,000.00
Batch OCR	1	1,500.00
Professional Services	1	28,665.00
Appendix B25 - Miscellaneous Works		
Professional Services	1	61,950.00
Appendix B26 - DBI Core support for Accela		
Professional Services	1	59,950.00
Appendix B27 - iPayment Application Server Upgrade project		
iPayment Application Server Upgrade project	1	7,200.00
Appendix B-28 - Professional Services Block of Hours	1	1,162,884.00
Appendix B-29 - OPEX FALCON+RED Machines	1	198,654.00
TOTAL INVESTMENT SUMMARY TOTAL		6,319,469.00

**Appendix B-2 Rev 7
Calculation of Charges Summary as of 2/24/2021**

Calculation of Charges Summary	
Agreement	
Software/Third Party Hardware	355,904.00
Professional Services	658,473.00
Subtotal	1,014,377.00
First Amendment	
B3 Software/Third Party and Hardware	80,500.00
B3 Professional Services	486,610.00
B4 Professional Services	149,602.00
B5 Professional Services	450,000.00
Subtotal	1,166,712.00
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
B8 Software/Third Party Hardware	154,600.00
B8 Professional Services	111,478.00
B8 Professional Services	138,380.00
B9 Software/Third Party Hardware	22,124.00

B9 Professional Services	496,097.00
B9 Professional Services	3,885.00
Subtotal	1,305,859.00
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
B12 Software/Third Party Hardware	127,100.00
B12 Professional Services	18,038.00
Subtotal	417,221.00
Fifth Amendment	
B13 Professional Services	38,618.00
B14 Professional Services	16,835.00
B15 Software/Third Party Hardware	25,800.00
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	315,656.00
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
Third Party Services (36 month term)	18,000.00
Subtotal	239,450.00
Eighth Amendment	
B24 Software	10,500.00
B24 Professional Services	28,165.00
B25 Professional Services	61,950.00
B26 Professional Services	59,950.00
B27 Software	7,200.00
Subtotal	167,765.00
Ninth Amendment	
B28 Professional Services	1,162,884.00
B29 OPEX FALCON+RED	198,654.00
Subtotal	1,361,538.00
Appendix B Summary Totals	6,319,469.00

Annual Maintenance Support 10/1/2021-6/26/2031

Contract Option	Item Number	Description	Serial Number	Quantity	Unit Price	Year				
						Year 1 10/1/21-9/30/22	Year 2 10/1/22-9/30/23	Year 3 10/1/23-9/30/24	Year 4 10/1/24-9/30/25	Year 5 10/1/25-9/30/26
					Maint Amt	Maint Amt	Maint Amt	Maint Amt	Maint Amt	
SW STD	1234838-1300	Dibograph Accura XV		1.00	\$2,731	\$2,812	\$2,897	\$2,984	\$3,073	
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software		7.00	\$111	\$503	\$527	\$552	\$578	
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software		8.00	\$114	\$940	\$968	\$997	\$1,027	
SW STD	310-CUSTOMIMPORT-08-01	3rd Party Custom Import into ImageRPS <3M		1.00	\$2,850	\$2,936	\$3,024	\$3,114	\$3,208	
CORE	310-ECD-10	Electronic Cash Drawer with cable		56.00	\$63	\$3,662	\$3,772	\$3,885	\$4,002	
SW STD	310-IC-INT-RPS	Image RPS Integration		1.00	\$4,783	\$4,927	\$5,075	\$5,227	\$5,384	
SW STD	310-IC-INT-WFS-11	Cashiering through WFS Interface using common interface		1.00	\$5,635	\$5,866	\$6,042	\$6,223	\$6,410	
SW STD	310-MSGTW-10	Managed Service Gateway	TYR w/ARR	1.00	\$1,066	\$1,098	\$1,131	\$1,165	\$1,200	
SW STD	310-RPSPRODSUITE-002-14	Productivity Suite License for up to 2.5M annual volume		1.00	\$1,505	\$1,550	\$1,596	\$1,644	\$1,694	
SW STD	310-RV-000404-08-06	ImageRPS retail only volume license <1,500,000		1.00	\$8,271	\$8,518	\$8,775	\$9,038	\$9,309	
CORE	310-RVP-10	Receipt Validation Printer		56.00	\$322	\$18,029	\$19,127	\$19,701	\$20,292	
CORE	310-SKD-10	Secure Keyboard Device		45.00	\$86	\$3,859	\$3,975	\$4,094	\$4,344	
SW STD	410-01-000002-06-00	IMS Standard Database Service	TYR w/ARR	1.00	\$3,201	\$3,287	\$3,396	\$3,498	\$3,603	
SW STD	410-VRN-MA	Verification Report Notification Micro-Application		1.00	\$0	\$0	\$0	\$0	\$0	
SW STD	AEPI2	Enterprise Application Enabler For all enabled applications		1.00	\$12,011	\$12,371	\$12,742	\$13,125	\$13,516	
SW STD	ASIPV2	Production Document Imaging (ISIS) (Additional Stations)		1.00	\$480	\$494	\$509	\$524	\$540	
SW STD	ASIPV2	Production Document Imaging (ISIS) (Additional Stations)		1.00	\$480	\$494	\$509	\$524	\$540	
SW STD	BDPI1	Enterprise Document Composition		1.00	\$12,289	\$12,658	\$13,037	\$13,428	\$13,831	
SW STD	BSIPV1	Bar Code Recognition Server		1.00	\$1,202	\$1,238	\$1,275	\$1,313	\$1,353	
SW STD	DMPI1	Configuration Migration Utility		1.00	\$0	\$0	\$0	\$0	\$0	
SW STD	CTPC1	Concurrent Client (1-100) Each		10.00	\$274	\$2,819	\$2,903	\$2,990	\$3,080	
SW STD	CTPC1	Concurrent Client (1-100) Each		43.00	\$274	\$12,119	\$12,482	\$12,857	\$13,242	
SW STD	CTPC1	Concurrent Client (1-100) Each		10.00	\$289	\$2,890	\$2,977	\$3,066	\$3,253	
SW STD	CTPC1	Concurrent Client (1-100) Each		31.00	\$322	\$10,263	\$10,532	\$10,910	\$11,237	
SW STD	CTPC2	Concurrent Client (101-200) each		6.00	\$241	\$1,445	\$1,533	\$1,579	\$1,626	
SW STD	CTPC2	Concurrent Client (101-200) each		16.00	\$276	\$4,417	\$4,549	\$4,686	\$4,971	
SW STD	CTPC2	Concurrent Client (101-200) each		4.00	\$260	\$1,038	\$1,069	\$1,101	\$1,169	
SW STD	CTPC2	Concurrent Client (101-200) each		4.00	\$260	\$1,038	\$1,069	\$1,101	\$1,169	
SW STD	CTIPW1	Named User Client (1-100) each		60.00	\$144	\$8,683	\$9,149	\$9,424	\$9,707	
SW STD	CTIPW1	Named User Client (1-100) each		1.00	\$151	\$156	\$161	\$165	\$170	
SW STD	DIPV1	Production Document Imaging (Kolan or TwAIN) First Station		1.00	\$1,141	\$1,175	\$1,211	\$1,247	\$1,284	
SW STD	DIPV2	Production Document Imaging (Kolan or TwAIN) Additional Station		1.00	\$480	\$494	\$509	\$524	\$540	
SW STD	DMPI1	EDM Services		1.00	\$1,202	\$1,236	\$1,275	\$1,313	\$1,353	
SW STD	DIPV1	Document Import Processor		1.00	\$1,194	\$1,230	\$1,266	\$1,304	\$1,344	
SW STD	DIPV1	Document Import Processor		1.00	\$1,202	\$1,238	\$1,275	\$1,313	\$1,353	
SW STD	DRIP1	Document Retention		1.00	\$2,228	\$2,295	\$2,364	\$2,434	\$2,508	
WARRANTY	HW SUPPORT (SW STORDM)warranty ExtensionRDM Printer Maintenance Extendedwarranty 1 Year)	First Call Hardware Support	RDM PRINTER S	57.00	\$163					
					\$3,276	\$3,554	\$3,841	\$4,136	\$4,440	

Contract Option	Item Number	Description	Serial Number	Quantity	Unit Price	Year 6		Year 7		Year 8		Year 9		Year 10	
						Maint Amt									
SW STD	1234838-1300	Dibograph Accura XV		1.00	\$2,731	\$3,165	\$3,260	\$3,358	\$3,459	\$3,459	\$2,616				
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software		7.00	\$111	\$304	\$931	\$959	\$988	\$988	\$747				
SW STD	310-3P-000404-08-01	Hypersoft and Nuance software		8.00	\$114	\$1058	\$1090	\$1122	\$1156	\$1156	\$874				
SW STD	310-CUSTOMIMPORT-08-01	3rd Party Custom Import into ImagePPS <3M		1.00	\$2,850	\$3,304	\$3,403	\$3,505	\$3,610	\$3,610	\$2,730				
COPE	310-EGD-10	Electronic Cash Drawer with cable		56.00	\$63	\$4,122	\$4,246	\$4,373	\$4,504	\$4,504	\$3,406				
SW STD	310-IC-INT-RPS	Image RPS Integration		1.00	\$4,783	\$5,545	\$5,712	\$5,883	\$6,059	\$6,059	\$4,583				
SW STD	310-IC-INT-WFS-11	Cashiering through WFS Interface using common interface		1.00	\$5,695	\$6,602	\$6,800	\$7,004	\$7,214	\$7,214	\$5,456				
SW STD	310-MSGTW-10	Managed Service Gateway	1YR WARR	1.00	\$1,066	\$1,236	\$1,273	\$1,311	\$1,350	\$1,350	\$1,021				
SW STD	310-RPSPRODSUITE-002-14	Productivity Suite License for up to 2.5M annual volume		1.00	\$1,505	\$1,745	\$1,797	\$1,851	\$1,906	\$1,906	\$1,442				
SW STD	310-RV-000404-08-06	ImagePPS retail only volume license <1,500,000		1.00	\$8,271	\$9,588	\$9,876	\$10,172	\$10,477	\$10,477	\$7,924				
COPE	310-RVP-10	Receipt Validation Printer		56.00	\$322	\$20,301	\$21,528	\$22,174	\$22,839	\$22,839	\$17,272				
COPE	310-SKD-10	Secure Keyboard Device		45.00	\$86	\$4,474	\$4,608	\$4,747	\$4,889	\$4,889	\$3,697				
SW STD	410-01-000002-08-00	IMS Standard Database Service	1YR WARR	1.00	\$3,201	\$3,711	\$3,822	\$3,937	\$4,055	\$4,055	\$3,067				
SW STD	410-VRM-MA	Verification Report Notification Micro-Application		1.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
SW STD	AEIP2	Enterprise Application Enabler For all enabled applications		1.00	\$12,011	\$13,924	\$14,342	\$14,772	\$15,215	\$15,215	\$11,507				
SW STD	ASIPW2	Production Document Imaging (SIS) (Additional Stations)		1.00	\$480	\$556	\$573	\$590	\$608	\$608	\$460				
SW STD	ASIPW2	Production Document Imaging (SIS) (Additional Stations)		1.00	\$480	\$556	\$573	\$590	\$608	\$608	\$460				
SW STD	EOIP1	Enterprise Document Composition		1.00	\$12,289	\$14,246	\$14,674	\$15,114	\$15,567	\$15,567	\$11,773				
SW STD	BSIPW1	Bar Code Recognition Server		1.00	\$1,202	\$1,393	\$1,435	\$1,478	\$1,523	\$1,523	\$1,152				
SW STD	CMIP1	Configuration Migration Utility		1.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
SW STD	CTIPC1	Concurrent Client (1-100) Each		10.00	\$274	\$3,173	\$3,268	\$3,366	\$3,467	\$3,467	\$2,622				
SW STD	CTIPC1	Concurrent Client (1-100) Each		43.00	\$274	\$13,640	\$14,049	\$14,470	\$14,904	\$14,904	\$11,272				
SW STD	CTIPC1	Concurrent Client (1-100) Each		10.00	\$289	\$3,351	\$3,451	\$3,555	\$3,661	\$3,661	\$2,769				
SW STD	CTIPC1	Concurrent Client (1-100) Each		31.00	\$322	\$11,574	\$11,921	\$12,279	\$12,647	\$12,647	\$9,565				
SW STD	CTIPC2	Concurrent Client (101-200) each		6.00	\$241	\$1,675	\$1,726	\$1,777	\$1,831	\$1,831	\$1,384				
SW STD	CTIPC2	Concurrent Client (101-200) each		16.00	\$276	\$5,120	\$5,274	\$5,432	\$5,595	\$5,595	\$4,231				
SW STD	CTIPC2	Concurrent Client (101-200) each		4.00	\$260	\$1,204	\$1,240	\$1,277	\$1,315	\$1,315	\$995				
SW STD	CTIPC2	Concurrent Client (101-200) each		4.00	\$260	\$1,204	\$1,240	\$1,277	\$1,315	\$1,315	\$995				
SW STD	CTIPM1	Named User Client (1-100) each		60.00	\$144	\$9,998	\$10,298	\$10,607	\$10,925	\$10,925	\$8,262				
SW STD	CTIPM1	Named User Client (1-100) each		1.00	\$151	\$176	\$181	\$186	\$192	\$192	\$145				
SW STD	DIIPW1	Production Document Imaging (Kofax or TWAIN) First Station		1.00	\$1,141	\$1,323	\$1,363	\$1,404	\$1,446	\$1,446	\$1,093				
SW STD	DIIPW2	Production Document Imaging (Kofax or TWAIN) Additional Station		1.00	\$480	\$556	\$573	\$590	\$608	\$608	\$460				
SW STD	DMIP1	EDM Services		1.00	\$1,202	\$1,393	\$1,435	\$1,478	\$1,523	\$1,523	\$1,152				
SW STD	DPIPW1	Document Import Processor		1.00	\$1,194	\$1,384	\$1,425	\$1,468	\$1,512	\$1,512	\$1,144				
SW STD	DPIPW1	Document Import Processor		1.00	\$1,202	\$1,393	\$1,435	\$1,478	\$1,523	\$1,523	\$1,152				
SW STD	DRIP1	Document Retention		1.00	\$2,228	\$2,583	\$2,660	\$2,740	\$2,822	\$2,822	\$2,134				
WARRANTY	HW SUPPORT (SW STORRM Warranty Extension) RDM Printer Maintenance Extended Warranty 1 Year	First Call Hardware Support	RDM PRINTER S	57.00	\$163	\$10,754	\$11,076	\$11,409	\$11,751	\$11,751	\$8,887				

Contract Option	Item Number	Description	Serial Number	Quantity	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
						10/1/21-9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/30/26
SW STD	IAPW1	Advanced Capture		1.00	\$2,276	\$2,276	\$2,345	\$2,415	\$2,487	\$2,562
SW STD	ICASH	*CORE Payment Revenue Portal - iCashing-TTX		1.00	\$17,090	\$17,090	\$17,602	\$18,131	\$18,674	\$19,235
SW STD	ICASH	*CORE Payment Revenue Portal - iCashing-DBI		1.00	\$21,450	\$21,450	\$22,094	\$22,756	\$23,439	\$24,142
SW STD	IRIP1	ICR Support for Advance Capture		1.00	\$1,141	\$1,141	\$1,175	\$1,211	\$1,247	\$1,284
SW STD	OBIPW1-STD	Multi-User Database-single Institution(RPS std)		1.00	\$1,141	\$1,141	\$1,175	\$1,211	\$1,247	\$1,284
SW STD	DCIPW1	Batch OCR		1.00	\$362	\$362	\$372	\$384	\$395	\$407
SW STD	OINPT-16	Office Business Application for 2016 Each QTY 1-100(Concurrent)		2.00	\$22					
SW STD	OUTIP1	Integration for Microsoft Outlook		1.00	\$2,163	\$43	\$45	\$46	\$47	\$49
SW STD	PDFIP1	PDF Framework		1.00	\$649	\$649	\$668	\$688	\$709	\$730
SW STD	PTIPC1	Virtual Print Driver		1.00	\$1,082	\$1,082	\$1,114	\$1,147	\$1,182	\$1,217
SW STD	RHFP1	Reporting Dashboards		1.00	\$2,387	\$2,387	\$2,458	\$2,532	\$2,608	\$2,686
SW STD	RPS-PAPPSREGIND-ENT-10	Progress DE AppServer Enterprise 1User - Registered/0113		20.00	\$27	\$535	\$551	\$567	\$584	\$602
SW STD	RPS-PDBV11-ENT-5-13	Progress Enterprise Database - 5 User		1.00	\$1,389	\$1,389	\$1,431	\$1,474	\$1,518	\$1,564
SW STD	RPS-PDBV11-ENT-ADD-13	Progress Enterprise Database - Additional User		15.00	\$169	\$2,539	\$2,615	\$2,694	\$2,774	\$2,858
SW STD	STIP1	StatusView		1.00	\$0	\$0	\$0	\$0	\$0	\$0
SW STD	SUPP-STD	STANDARD SOFTWARE SUPPORT		1.00	\$0	\$0	\$0	\$0	\$0	\$0
SW STD	UNIP1	Unity Client Server		1.00	\$2,276	\$2,276	\$2,345	\$2,415	\$2,487	\$2,562
SW STD	VLIPC1	WorkView Concurrent Client SL (1-20)		3.00	\$358	\$1,075	\$1,108	\$1,141	\$1,175	\$1,210
SW STD	WALU-ACH-APIFQ3	Exceptions/Return Query API Ent License		1.00	\$727	\$727	\$749	\$771	\$795	\$818
SW STD	WALU-WSSIP1	Web Services Toolkit		1.00	\$4,001	\$4,001	\$4,121	\$4,244	\$4,371	\$4,503
SW STD	WEX-CON	Standard Connectivity Fee		1.00	\$14	\$14	\$15	\$15	\$16	\$16
SW STD	WEX-CON	Standard Connectivity Fee		1.00	\$452	\$452	\$466	\$480	\$494	\$509
SW STD	WEX-CON	Standard Connectivity Fee		1.00	\$12	\$12	\$13	\$13	\$14	\$14
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)		13.00	\$455	\$5,919	\$6,097	\$6,280	\$6,468	\$6,662
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)		7.00	\$456	\$3,189	\$3,285	\$3,383	\$3,485	\$3,589
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)		4.00	\$433	\$1,731	\$1,783	\$1,837	\$1,892	\$1,949
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)		5.00	\$365	\$1,823	\$1,878	\$1,934	\$1,992	\$2,052
SW STD	WLIPW1	Workflow Workstation Client SL (1-20)		1.00	\$286	\$286	\$295	\$304	\$313	\$322
SW STD	WTIPW1	Web Server		1.00	\$2,276	\$2,276	\$2,345	\$2,415	\$2,487	\$2,562
SW STD	WTIPW1	Web Server		1.00	\$2,405	\$2,405	\$2,477	\$2,552	\$2,628	\$2,707
SW STD	WVIPC1	Workflow/WorkView Concurrent Client SL (1-20)		6.00	\$648	\$3,886	\$4,003	\$4,123	\$4,247	\$4,374
SW STD	WVIPC1	Workflow/WorkView Concurrent Client SL (1-20)		5.00	\$645	\$3,224	\$3,321	\$3,423	\$3,529	\$3,629
SW STD	WVIPC1	Workflow/WorkView Concurrent Client SL (1-20)		8.00	\$667	\$5,337	\$5,498	\$5,663	\$5,832	\$6,007
SW STD	WVIPC1	Workflow/WorkView Concurrent Client SL (1-20)		1.00	\$647	\$647	\$666	\$686	\$707	\$728
SW STD	WVIPC2	Workflow/WorkView Concurrent Client SL (21-50)		9.00	\$535	\$4,813	\$4,958	\$5,106	\$5,260	\$5,417
SW STD	WVIPC2	Workflow/WorkView Concurrent Client SL (21-50)		8.00	\$519	\$4,672	\$4,812	\$4,957	\$5,105	\$5,258
SW STD	WVIPC2	Workflow/WorkView Concurrent Client SL (21-50)		9.00	\$519	\$4,153	\$4,278	\$4,406	\$4,538	\$4,674
SW STD	WVIPW1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$647	\$647	\$666	\$686	\$707	\$728
SW STD	WVIPW1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$647	\$647	\$666	\$686	\$707	\$728
SW STD	WVIPW1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$389	\$389	\$401	\$413	\$425	\$438
Total						\$253,364	\$260,965	\$268,794	\$276,857	\$285,163

Contract Option	Item Number	Description	Serial Number	Quantity	Unit Price	Year 6		Year 7		Year 8		Year 9		Year 10	
						Maint Amt	Maint Amt	Maint Amt	Maint Amt						
						10/1/26-9/30/27	10/1/27-9/30/28	10/1/28-9/30/29	10/1/29-9/30/30	10/1/30-6/26/31					
SW STD	IAPW1	Advanced Capture		1.00	\$2,276	\$2,639	\$2,718	\$2,800	\$2,884	\$2,884	\$2,181				
SW STD	ICASH	*CORE IPayment Revenue Portal - iCashing-TTX		1.00	\$17,090	\$19,812	\$20,406	\$21,018	\$21,649	\$21,649	\$16,372				
SW STD	ICASH	*CORE IPayment Revenue Portal - iCashing-DBI		1.00	\$21,450	\$24,866	\$25,612	\$26,381	\$27,172	\$27,172	\$20,550				
SW STD	IRIP1	ICR Support for Advance Capture		1.00	\$1,141	\$1,323	\$1,363	\$1,404	\$1,446	\$1,446	\$1,093				
SW STD	OBPW1-STD	Multi-User Database-single Institution(RPS std)		1.00	\$1,141	\$1,323	\$1,363	\$1,404	\$1,446	\$1,446	\$1,093				
SW STD	OCIPW1	Batch OCR		1.00	\$362	\$419	\$432	\$445	\$458	\$458	\$346				
SW STD	ONPC1-16	Office Business Application for 2016 Each QTY 1-100.(Concurrent)		2.00	\$22	\$50	\$52	\$53	\$55	\$55	\$41				
SW STD	OUTIP1	Integration for Microsoft Outlook		1.00	\$2,163	\$2,508	\$2,583	\$2,660	\$2,740	\$2,740	\$2,072				
SW STD	PDFIP1	PDF Framework		1.00	\$649	\$752	\$775	\$798	\$822	\$822	\$622				
SW STD	PTIPC1	Virtual Print Driver		1.00	\$1,082	\$1,254	\$1,291	\$1,330	\$1,370	\$1,370	\$1,036				
SW STD	RHPC1	Reporting Dashboards		1.00	\$2,387	\$2,767	\$2,850	\$2,935	\$3,023	\$3,023	\$2,286				
SW STD	RPS-PAPPSREGIMD	Progress DE AppServer Enterprise 1User - Registered/0113		20.00	\$27	\$620	\$638	\$657	\$677	\$677	\$512				
SW STD	RPS-POBVT1-ENT-10	Progress Enterprise Database - 5 User		1.00	\$1,389	\$1,611	\$1,659	\$1,709	\$1,760	\$1,760	\$1,331				
SW STD	RPS-POBVT1-ENT-5-13	Progress Enterprise Database - Additional User		15.00	\$169	\$2,943	\$3,032	\$3,123	\$3,216	\$3,216	\$2,432				
SW STD	STIP1	StatusView		1.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
SW STD	SUPP-STD	STANDARD SOFTWARE SUPPORT		1.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
SW STD	UNIP1	Unity Client Server		1.00	\$2,276	\$2,639	\$2,718	\$2,800	\$2,884	\$2,884	\$2,181				
SW STD	WLIPC1	WorkView Concurrent Client SL (1-20)		3.00	\$358	\$1,247	\$1,284	\$1,323	\$1,362	\$1,362	\$1,030				
SW STD	WAU-ACH-APIPQ3	Exceptions/Return Query API Ent License		1.00	\$727	\$843	\$868	\$894	\$921	\$921	\$697				
SW STD	WAU-WSIP1	Web Services Toolkit		1.00	\$4,001	\$4,638	\$4,777	\$4,920	\$5,068	\$5,068	\$3,833				
SW STD	WEX-CON	Standard Connectivity Fee		1.00	\$14	\$17	\$17	\$18	\$18	\$18	\$14				
SW STD	WEX-CON	Standard Connectivity Fee		1.00	\$452	\$524	\$540	\$556	\$573	\$573	\$433				
SW STD	WEX-CON	Standard Connectivity Fee		1.00	\$12	\$14	\$15	\$15	\$16	\$16	\$12				
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)		13.00	\$455	\$6,862	\$7,068	\$7,280	\$7,499	\$7,499	\$5,671				
SW STD	WLIPC1	Workflow Concurrent Client SL (1-20)		7.00	\$456	\$3,697	\$3,808	\$3,922	\$4,040	\$4,040	\$3,055				
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)		4.00	\$433	\$2,007	\$2,067	\$2,129	\$2,193	\$2,193	\$1,659				
SW STD	WLIPC2	Workflow Concurrent Client SL (21-50)		5.00	\$365	\$2,113	\$2,177	\$2,242	\$2,309	\$2,309	\$1,747				
SW STD	WLIPW1	Workflow Workstation Client SL (1-20)		1.00	\$286	\$332	\$342	\$352	\$363	\$363	\$274				
SW STD	WTIPW1	Web Server		1.00	\$2,276	\$2,639	\$2,718	\$2,800	\$2,884	\$2,884	\$2,181				
SW STD	WTIPW1	Web Server		1.00	\$2,405	\$2,788	\$2,872	\$2,958	\$3,047	\$3,047	\$2,304				
SW STD	WLIPC1	Workflow/WorkView Concurrent Client SL (1-20)		6.00	\$648	\$4,505	\$4,640	\$4,780	\$4,923	\$4,923	\$3,723				
SW STD	WLIPC1	Workflow/WorkView Concurrent Client SL (1-20)		5.00	\$645	\$3,737	\$3,850	\$3,965	\$4,084	\$4,084	\$3,089				
SW STD	WLIPC1	Workflow/WorkView Concurrent Client SL (1-20)		8.00	\$667	\$6,188	\$6,373	\$6,564	\$6,761	\$6,761	\$5,113				
SW STD	WLIPC1	Workflow/WorkView Concurrent Client SL (1-20)		1.00	\$647	\$750	\$772	\$796	\$819	\$819	\$620				
SW STD	WLIPC2	Workflow/WorkView Concurrent Client SL (21-50)		9.00	\$535	\$5,580	\$5,747	\$5,920	\$6,097	\$6,097	\$4,611				
SW STD	WLIPC2	Workflow/WorkView Concurrent Client SL (21-50)		9.00	\$519	\$5,416	\$5,579	\$5,746	\$5,918	\$5,918	\$4,476				
SW STD	WLIPC2	Workflow/WorkView Concurrent Client SL (21-50)		8.00	\$519	\$4,914	\$4,959	\$5,108	\$5,261	\$5,261	\$3,979				
SW STD	WLIPW1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$647	\$750	\$772	\$796	\$819	\$819	\$620				
SW STD	WLIPW1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$647	\$750	\$772	\$796	\$819	\$819	\$620				
SW STD	WLIPW1	Workflow/WorkView Named User Client SL (1-20)		1.00	\$389	\$451	\$465	\$479	\$493	\$493	\$373				
Total						\$293,718	\$302,530	\$311,605	\$320,954	\$320,954	\$242,729				

Annual Maintenance Summary

Annual maintenance may be updated via change order to remove or replace items. Any increase in the annual maintenance will require amending the contract, by mutual agreement of the parties.

Period	Total Maintenance
Year 1 10/1/2021-9/30/2022	\$253,364
Year 2 10/1/2022-9/30/2023	\$260,965
Year 3 10/1/2023-9/30/2024	\$268,794
Year 4 10/1/2021-9/30/2025	\$276,857
Year 5 10/1/2021-9/30/2026	\$285,163
Year 6 10/1/2021-9/30/2027	\$293,718
Year 7 10/1/2021-9/30/2028	\$302,530
Year 8 10/1/2021-9/30/2029	\$311,605
Year 9 10/1/2021-9/30/2030	\$320,954
Year 10 10/1/2021-6/26/2031	\$242,729
Total	\$2,816,678

**Appendix B-28
Professional Services Block of Hours**

Contractor shall receive payment in an amount not to exceed \$1,162,884.00 for professional services rendered, as outlined in Appendix A-26. Contractor and City will meet annually to review projected SOW and establish Professional Service commitment for the year. Hours will be billed at a rate of \$210 and shall not increase by more than 5% annually.

	Qty	Total Investment
<hr/>		
Professional Services		
Professional Services	1	\$1,162,884.00
Services pricing for this proposal is for the scope as defined in the accompanying Statement of Work.		
Subtotal		\$1,162,884.00
Services Subtotal		\$1,162,884.00
Total Investment		\$1,162,884.00
<hr/>		

Appendix B-29
Calculation of Charges
OPEX FALCON+RED Machines

Total investment for hardware and software shall not exceed \$198,654.00 and shall be billed to actual.

QTY	DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
2	FALCON+ BASE MACHINE W/CORRUGATOR (NA) 120V	44,700.00	44,700.00	89,400.00
2	FALCON+ COMPUTER WINDOWS 10 64 BIT DUAL SSD W/BITLOCKER	Included	-	-
2	FALCON+ MICR (PLUS)	4,850.00	4,850.00	9,700.00
2	FALCON+ REAR STANDARD PRINTER ONLY	650.00	650.00	1,300.00
2	FALCON+ 1D BARCODE SUITE SOFTWARE	860.00	860.00	1,720.00
2	FALCON+ SCANLINK SOFTWARE	1,560.00	1,560.00	3,120.00
2	FALCON+ MULTISLOT ID ASSIST TOWER	1,085.00	1,085.00	2,170.00
2	M72 BASE W/ MILLING TOP CUTTER 110V	32,200.00	32,200.00	64,400.00
2	M72 STAT PRINTER SA	1,155.00	1,155.00	2,310.00
2	ASM FRAME M72 FRAME ADJ HGT 110V US LIFT SYSTEM OPT SA	2,940.00	2,940.00	5,880.00
1	TAX ESTIMATE (8.5%)			\$15,300
1	FREIGHT ESTIMATE			3,354.00
	TOTAL			\$198,654.00

Payment terms for Hardware and Software:

25% Cash with Order: \$49,663.50

65% Due on Live Production Use: \$129,125.10

10% Balance Due on Completed of Acceptance Criteria Agreement: \$19,865.40