COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

June 19, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 73912 WITH GLOBAL 360, BGS, INC. FOR DOCUMENT IMAGING SYSTEM MAINTENANCE AND SUPPORT SERVICES (ALL DISTRICTS – 3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment Number Five (Amendment) to Agreement Number 73912 (Agreement) with Global 360, BGS, Inc., (Global 360) for software licensing and system maintenance and support services for the Registrar-Recorder/County Clerk (RR/CC) Document Imaging System. The Amendment will (i) extend the term of the Agreement for an additional one-year period through June 30, 2008, (ii) allow RR/CC (or her designee) to exercise, in her sole discretion, two (2) one-year optional extensions and one (1) six-month optional extension; (iii) increase the Contract Sum by $463,924 from $1,480,000 to $1,943,924 to fund contract fees and services, including the optional extensions if necessary; (iv) authorize RR/CC (or her designee) to increase the Contract Sum by an additional 7.1% (i.e., $138,019) for future changes in the work required under the Agreement; (v) incorporate certain revised contract provisions; (vi) incorporate into the Agreement an updated Statement of Work; and (vii) incorporate into the Agreement an updated Pricing Schedule.

2. Authorize the RR/CC or her designee to exercise any extensions to the term of the Agreement as provided under the Amendment.

3. Authorize the RR/CC or her designee to cancel and/or add software licenses pursuant to the terms of the Agreement if necessary.

4. Authorize the RR/CC or her designee to increase the Contract Sum up to an additional 7.1% (i.e., $138,019) for a maximum Contract Sum of $2,081,943 for future changes in the work required under the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to extend the Agreement for the continuation of software licensing and maintenance and support services for the RR/CC Document Imaging System. The Amendment will provide for the uninterrupted use of, and maintenance and support services for, the highly customized system, which is required by RR/CC for the digital scanning, storage, easy retrieval access and printing of the County's vital records (the "Vital Records"). In addition, the Amendment will enable the RR/CC to continue collaborations with County departments as well as other governmental entities requiring online access to the County's recorded real property documents (the "Real Property Documents").

Implementation of Strategic Plan Goals:

The recommended action supports the County's Strategic Plan:

Goal No. 1: Service Excellence: Provide the public easy access to quality information and services that are both beneficial and responsive. The Amendment will allow RR/CC continued use of a user-friendly service delivery system for the archive, retrieval, and coping of Vital Records.

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective and goal-oriented. The Amendment will allow continued use of the Document Imaging System and collaboration across functional and jurisdictional boundaries to provide a critical public service.

FISCAL IMPACT/FINANCING

The contract cost for the one-year extension of the term of the Agreement under the Amendment is $153,152. Due to the RR/CC's phase-in implementation of the Enterprise Recording Archive (ERA) System, RR/CC believes that the contract cost for each of the optional one-year extension periods, if exercised, may be less than such amount due to a reduction in the number of software licenses needed to support the Document Imaging System. Due to the uncertainty of the total cost for the optional one-year extension periods, the RR/CC is allowing for a total contract cost under the Amendment of $463,924 if both extension options are exercised (i.e., $153,152 + 154,612 + 156,160 = $463,924). RR/CC currently anticipates that it will not need to

exercise the one six (6) month extension period provided for under the Amendment. However, in the event the one six month extension period is exercised, the increased contract cost for such extension period will be covered under RR/CC's authority to increase the Contract Sum up to 7.1% (i.e., $138,019) by way of further amendment to the Agreement. The Contract Sum, including the cost of the initial two-year term under the original Agreement approved by the Board in February of 2002 ($850,000), the cost of the initial three (3) one-year extensions ($630,000), and the cost of the three (3) one-year extension under this Amendment, if fully exercised ($463,924), brings the Contract Sum at $1,943,924 ($850,000 + $630,000 + $463,924 = $1,943,924).

The contract cost of the Amendment discussed above will be fully offset using the Recorder Micrographics and Vital Records Trust Fund revenues. There will be no impact to the net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 19, 2002 your Board approved the sole source Agreement with Hershey Business Systems, Inc. (HBSI), to develop the Document Imaging System in order to modernize and automate storage of and access to the RR/CC's recorded documents. HBSI, a software integrator, utilized Keyfile and OCR for Anydocs (off-the-shelf software products) and its proprietary STARRS program software to create the Document Imaging System functionality. STARRS integrates the various components (mainframe, network, OCR for Anydocs and Keyfile software) together. The Document Imaging System has greatly improved public service and staffing effectiveness.

In late 2004, Global 360 purchased from HBSI the business component which developed the Document Imaging System. On August 20, 2005, the RR/CC requested Board approval of the assignment and delegation of contract rights and responsibilities under the Agreement from HBSI to Global 360. Since Board approval, Global 360 has provided exceptional service to RR/CC under the Agreement. The Agreement is currently in the midst of a month-to-month extension period which will expire June 30, 2007.

The RR/CC developed the ERA System for processing Real Property Documents and implemented it in January of 2007. The STARRS software is no longer required to process Real Property Documents. The RR/CC is currently working on the conversion process for Vital Records and anticipates completion in mid-2008. At that time, the STARRS software will no longer be required to process Vital Records. Additionally, the RR/CC's Technical Service Bureau is in process of testing the ERA System to replace the Keyfile software for both Real Property Documents and Vital Records. Full system conversion is estimated to occur at the end of 2007 for Real Property Documents and in mid-2008 for Vital Records. Therefore, when the ERA System is fully implemented, it is expected that the sole source Agreement for maintenance and support for the STARRS and Keyfile software will no longer be required, and the RR/CC will then be able to

solicit for a separate maintenance and support agreement for the OCR for Anydocs software.

Global 360's performance under the Agreement to date is in compliance with all Board, Chief Administrative Office, Chief Information Office and County Counsel requirements. The Chief Administrative Office and the Chief Information Office have reviewed and approved this Board letter. County Counsel has reviewed and approved the attached Amendment as to form.

CONTRACT PROCESS

There was no contracting process associated with the Amendment.

IMPACT ON CURRENT SERVICES/PROJECTS

Approval of the recommended action will allow the RR/CC to provide service without interruption.

CONCLUSION

Upon Board approval, the Executive Officer/Clerk of the Board is requested to return one original stamped copy of the approved Board letter and its attachments to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Room 7201
Norwalk, CA 90650

Attn: Ngozi Ume, Division Manager
Finance and Management Division

Respectfully submitted,

Conny B. McCormack
DCL
Conny B. McCormack
Registrar-Recorder/County Clerk

Reviewed by:

Jon W. Fullinwider
Chief Information Officer

CMC:NU:yt

Attachment (1)

c: Chief Information Officer
Chief Administrative Officer
County Counsel

CIO ANALYSIS

Amendment Number Five to Agreement Number 73912 with Global 360, BGS, Inc. for software licensing, and system maintenance and support services for the Registered Recorder/County Clerk's Document Imaging System

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr # of Option Yrs 2.5

Contract Components:
☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Michael Petrucello, CIO, RRCC

Budget Information :

Y-T-D Contract Expenditures	$132,262 for FY 06-07
Requested Contract Amount	$601,943
Aggregate Contract Amount	$2,082,261

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT standards?
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This Amendment is for continued software licensing, and system maintenance and support services for the Registrar-Recorder/County Clerk's (RRCC) Document Imaging System. The Amendment will extend the term of the existing agreement for an additional one-year term through June 30, 2008. It will also allow the RRCC, or her designee to exercise, in her sole discretion, two (2) one-year optional extensions and one (1) six-month optional extension. If the initial one-year term, the two (2) one-year optional extensions, and the one (1) six-month optional extension are exercised, the total cost of this request will not exceed $601,943.

Background:

On February 19, 2002, your Board approved a sole source Agreement with Hershey Business Systems, Inc., to develop the Document Imaging System in order to modernize and automate storage of and access to RRCC recorded documents. According to the Department, the Document Imaging System has greatly improved public service and staff effectiveness. In late 2004, Global 360 purchased from Hershey Business Systems, Inc. the business component which developed the Document Imaging System. In August 2005, your Board approved the assignment and delegation of contract rights and responsibilities under the Agreement from Hershey Business Systems, Inc. to Global 360. According to the Department, Global 360 has provided exceptional service to RRCC under the Agreement. The Agreement is currently on a month-to-month extension, which will expire on June 30, 2007.

Project Justification/Benefits:

Because it developed this software, Global 360 is in the best position to provide maintenance and support services. As reported by the Department, Global 360 has provided exceptional service under the Agreement.

Project Metrics:

This is a fixed-price licensing, maintenance and support agreement. As documented in the Software Maintenance and Support Services Pricing Schedule, the Contractor shall provide, upon request, support via telephone within one (1) hour and on-site support within 24 hours for those activities that cannot be resolved through trained personnel at RRCC, such as system operational problems or anomalies and operational or performance questions.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The Document Imaging System is currently used to automate storage and access to RRCC's recorded documents. Approval of the Amendment will allow the RRCC to continue providing service without interruption. The system functionality includes digital scanning, storage, easy retrieval access and printing of the County's vital records.

Alternatives Considered:

Because this highly customized software was developed by Hershey Business Systems, Inc., now Global 360, this contractor is in the best position to provide maintenance and support services.

Project Risks:

The only projected risk is that Global 360 continues to provide an adequate level of maintenance and support services.

Risk Mitigation Measures:

Response time requirements for support inquiries have been added to the Software Maintenance and Support Services Pricing Schedule.

Financial Analysis:

The total potential cost of the request ($601,943) is comprised of the following components:

A) $153,152 for the initial 1 year Amendment
B) $154,612 for the initial 1 year optional extension
C) $156,160 for the second 1 year optional extension
D) $138,019 for future changes in the work required under the Agreement. If the additional six month extension is exercised, it would be funded from this amount.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this Amendment and recommends approval by the Board.

CIO APPROVAL

Date Received: June, 6, 2007

Prepared by: Henry Balta

Date: June 6, 2007

Approved:

Date: 6-6-07

AMENDMENT NUMBER FIVE
TO AGREEMENT NUMBER 73912
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
GLOBAL 360 BGS, INC.

This Amendment Number Five (this "Amendment Number Five") to Agreement Number 73912 dated February 19, 2002 (the "Agreement") by and between the County of Los Angeles ("County") and Global 360 BGS, Inc. ("Contractor") is made and entered into this _____ day of _____ 2007.

WITNESSETH:

WHEREAS, the Agreement was originally entered into and approved by the County's Board of Supervisors on February 19, 2002;

WHEREAS, under that certain Amendment Number One to the Agreement dated June 20, 2003, the Agreement was amended to provide for, among other things, the replacement of the original Exhibit A (Statement of Work) thereof with a new Exhibit A (Statement of Work);

WHEREAS, under that certain Exercise First Annual Renewal Option[sic] of the Agreement dated January 9, 2004, the term of the Agreement was extended for a one-year period through February 18, 2005;

WHEREAS, under that certain Amendment Number Two to the Agreement dated February 7, 2005, the Agreement was further amended to, among other things, extend the term of the Agreement for an additional one-year period through February 18, 2006;

WHEREAS, under that certain Amendment Number Three to the Agreement dated August 30, 2005, the Agreement was further amended to provide, among other things: (i) that the rights and responsibilities of the original contractor under the Agreement, Hershey Business Systems, Inc., were assigned to Global 360 BGS Inc., and that Global 360 BGS, Inc. accepted all rights, responsibilities, duties, covenants and conditions required of the Contractor under the terms of the Agreement, as amended; (ii) for the addition of a new Exhibit A1 (Statement of Work) (Amended September 1, 2005); (iii) for the replacement of Exhibit B (Hershey Business System Offer) with a new Exhibit B (Pricing Schedule); (iv) for the replacement of Exhibit D (Contractor Employee Acknowledgement and Confidentiality Agreement) with new Exhibits D1 (Contractor Employee Acknowledgement and Confidentiality Agreement) and D2 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement); (v) for the addition of a new Exhibit G (Internal Revenue Service Notice 1015—Earned Income Credit); (vi) for the addition of a new Exhibit H (Jury Service Ordinance); (vii) for the addition of a new Exhibit I (Jury Service Program Certification Form and Application for Exception); (viii) for the addition of a new Exhibit J (Contractor's Equal Employment

Opportunity (EEO) Certification), and (ix) for the addition of a new Exhibit K (Non-Employee Injury Report);

WHEREAS, under that certain Amendment Number Four to the Agreement dated February 17, 2006, the Agreement was further amended to, among other things, (i) further extend the term of the Agreement for an additional one-year period through February 18, 2007; and (ii) replace Exhibit B (Pricing Schedule) with a new Exhibit B (Pricing Schedule)(Revised February 19, 2006);

WHEREAS, under that certain Change Notice Number One to the Agreement dated June 20, 2006, the Agreement was further amended to provide for, among other things, the replacement of Exhibit B (Pricing Schedule) (Revised February 19, 2006) thereof with a new Exhibit B (Pricing Schedule)(Revised June 1, 2006);

WHEREAS, under that certain Change Notice Number Two to the Agreement dated November 27, 2006, the Agreement was further amended to, among other things, further extend the term of the Agreement for an additional five-month period from February 19, 2007 through June 30, 2007;

WHEREAS, County and Contractor wish to further amend the Agreement to, among other things, (i) extend the term of the Agreement for an additional one-year period commencing July 1, 2007 through June 30, 2008, (ii) provide County with options to further extend the term of the Agreement for two (2) one-year periods and one (1) six-month period; (iii) increase the Contract Sum by $463,924 from $1,480,000 to $1,943,924; (iv) replace the current Exhibit A (Statement of Work) with a new Exhibit A (Statement of Work); and (v) replace the current Exhibit B (Pricing Schedule)(Revised June 1, 2006) with a new Exhibit B (Pricing Schedule)(Revised July 1, 2007); and

WHEREAS, this Amendment Number Five is made pursuant to Paragraph 9.0 (Change Notices and Amendments) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, County and Contractor hereby further amend the Agreement, as previously amended, as follows:

1. Paragraph 9.0 (Change Notices and Amendments) of the Agreement is hereby deleted in its entirety and is replaced by the following new Paragraph 9.0 (Change Notices and Amendments) to read as follows:

"9.0 CHANGE NOTICES AND AMENDMENTS

County reserves the right to amend any portion of the work required under this Agreement, or amend such other terms and conditions of this Agreement as may become necessary. Any such amendment shall be accomplished in the following manner:

9.1 The County reserves the right to initiate an amendment to the Agreement that does not materially affect the scope of work, term, Contract Sum (as such term is defined hereinbelow) or payments. All such changes shall be accomplished by way of a written amendment to the Agreement executed by the Contractor's authorized representative and by the Registrar-Recorder/County Clerk or his/her designee.

9.2 Notwithstanding any provision of the Agreement to the contrary, any amendment which merely deletes and/or adds licenses as needed to maintain the Document Imaging System (as such term is defined in Exhibit A (Statement of Work)) functionality to all users and any resulting change in the Contract Sum (within the limitation set forth in Paragraph 9.6 below) can be accomplished by way of a written amendment to this Agreement executed by Contractor's authorized representative and the Registrar-Recorder/County Clerk or his/her designee.

9.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, a written amendment to this Agreement shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or his/her designee.

9.4 The Registrar-Recorder/County Clerk or his/her designee may, in his/her sole discretion, authorize extensions of time as defined in Paragraph 11.0 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a written amendment to this Agreement shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or his/her designee.

9.5 The Registrar-Recorder/County Clerk or his/her designee may, in his/her sole discretion, authorize an increase of up to seven and one-tenth percent (7.1%) of the Contract Sum or a change in the work required which collectively increases the Contract Sum up to a maximum of seven and one-tenth percent (7.1%) of the Contract Sum. To implement such a change, a written amendment to this Agreement shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or his/her designee.

9.6 For any other change that materially affects any term or condition under this Agreement, a written amendment shall be prepared and executed by the Contractor's authorized representative and the County's Board of Supervisors."

2. Paragraph 11.0 (Term) of the Agreement is hereby deleted in its entirety and is replaced by the following new Paragraph 11.0 (Term) to read as follows:

"11.0 TERM

11.1 The Term of this Agreement shall commence upon approval by the County's Board of Supervisors and shall continue through June 30, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

11.2 The County shall have the option to extend the Term of this Agreement for two (2) additional one-year periods and one (1) additional six-month period for a cumulative total extended Term of two (2) one-year periods and one (1) six-month period. Each such optional extension period shall be exercised on County's behalf at the sole discretion of the Registrar-Recorder/County Clerk or his/her designee as authorized by the Board of Supervisors.

11.3 The Contractor shall notify RR/CC when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Director."

3. Paragraph 16.3 (Updates) of the Agreement is hereby deleted in its entirety and is replaced by the following new Paragraph 16.3 (Updates) to read as follows:

"16.3 <u>UPDATES</u>

Maintenance services includes any upgrades, enhancements, revisions, improvements, bug fixes, patches, and modifications to the Document Imaging Systems software, in whole or in part, and any updates or modifications required during the term in order for the Document Imaging Systems to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which shall be provided by Contractor to County at no additional cost beyond the Document Imaging Systems maintenance fee, as applicable. Any update to the Document Imaging Systems delivered by Contractor to the County shall be deemed a part of and shall be included in such software licensed to County pursuant to this Agreement. Contractor shall continue to provide support services to any Contractor provided software installed on the Document Imaging System within the past two (2) years."

4. The following new Paragraph 16.5 (Software Deficiencies) is hereby added to the Agreement immediately following Paragraph 16.4 (Correction of Deficiencies) to read as follows:

"16.5 SOFTWARE DEFICIENCIES

No software deficiencies shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Manager in accordance with the procedures set forth in Paragraph 7.0 (Work; Approval and Acceptance)."

5. Paragraph 61.0 (Contract Sum) of the Agreement is hereby deleted in its entirety and is replaced by the following new Paragraph 61.0 (Contract Sum) to read as follows:

"61.0 CONTRACT SUM

61.1 The "Contract Sum" under this Agreement is $1,943,924 which shall be allocated as follows: (i) $425,000 for each of the first two (2) years of the Contract Term; (ii) $210,000 for each of the initial three (3) one-year optional extensions; (iii) $153,152 for the first one-year extension; (iv) $154,612 for the second one-year extension; and (v) $156,160 for the third one-year extension, if exercised.

61.2 Pursuant to Paragraph 9.5 of the Agreement, the Registrar-Recorder/County Clerk or his/her designee is authorized to increase the Contract Sum up to 7.1% without further action from the Board of Supervisors. If such authorization is fully exercised, the maximum Contract Sum shall not exceed $2,081,943.

61.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit D (County's Administration).

61.4 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such

payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Exhibit A (Statement of Work) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit A (Statement of Work) (Revised July 1, 2007), a true and correct copy of which is attached to this Amendment Number Five and incorporated herein by this reference.

7. Exhibit B (Pricing Schedule)(Revised June 1, 2006) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit B (Pricing Schedule) (Revised July 1, 2007), a true and correct copy of which is attached to this Amendment Number Five and incorporated herein by this reference.

8. Except as otherwise provided under this Amendment Number Five, the Agreement, as previously amended, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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AMENDMENT NUMBER FIVE
TO AGREEMENT NUMBER 73912
BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
GLOBAL 360 BGS, INC.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number Five to be executed by and through their respective and duly authorized representatives on the day, month and year above first written.

COUNTY OF LOS ANGELES

By: _____
Michael Petrucello
Assistant Registrar-Recorder/County Clerk

GLOBAL 360 BGS, INC.

By: Patricia McArdle
AUTHORIZED SIGNATURE

Patricia McArdle
PRINT OR TYPE NAME

Vice President & General Counsel
TITLE

20-1922339
Tax Identification Number

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
José Silva
Principal Deputy County Counsel

EXHIBIT A

DOCUMENT IMAGING SYSTEMS
SOFTWARE MAINTENANCE AND SUPPORT SERVICES
PRICING SCHEDULE
(REVISED JULY 1, 2007)

OBJECTIVE

The Department of Registrar-Recorder/County Clerk's (RR/CC) Document Imaging Systems are an integral component of the document processing, recording and copy production operation. Licenses and maintenance and support services are required to ensure critical functions and operations of the Document Imaging Systems continue with optimal performance.

SCOPE OF WORK

- Contractor shall provide licenses, license renewals, and maintenance services, including upgrades and bug fixes, for the Keyfile custom software.
- Contractor shall provide licenses, license renewals, and maintenance services, including upgrades and bug fixes, for the OCR for AnyDocs custom software.
- Contractor shall provide licenses, license renewals, and maintenance services, including upgrades and bug fixes, for STARRS custom software.
- Contractor shall respond to any software issues affecting the Document Imaging Systems that may arise within one (1) hour of service call during normal business hours.
- Contractor shall provide, upon request, support services for Keyfile, STARRS and OCR for AnyDocs custom software including troubleshooting, analysis, and operational support for the Document Imaging Systems.
- Contractor shall provide additional licenses, maintenance and support services for Keyfile and OCR for AnyDocs custom software for any additional functionality beyond that which is deemed required services to the RR/CC.

CONTRACTOR TASKS AND DELIVERABLES

1. SOFTWARE MAINTENANCE AND SUPPORT SERVICES

TASKS AND DELIVERABLES 1.1: SOFTWARE MAINTENANCE SUPPORT

Contractor shall provide the RR/CC with software, software maintenance and support, and license renewal services for Keyfile and STARRS custom software. Acting as a VAR, Contractor shall provide the RR/CC with software maintenance and license renewal services for OCR for AnyDocs software.

DOCUMENT IMAGING SYSTEMS
SOFTWARE MAINTENANCE AND SUPPORT SERVICES
PRICING SCHEDULE
(REVISED JULY 1, 2007)

Tasks 1.1: (see Exhibit B (Pricing Schedule) for detail)

Contractor to provide software licenses and license renewal services, perform bug fixes for malfunctioning program code and upgrades for Keyfile, OCR for AnyDocs, and STARRS software products.

Deliverables 1.1:

a. Software licenses and renewal of software licenses provided to RR/CC
b. Program bug fixes documented and provided to the RR/CC
c. Upgrades documented and provided to the RR/CC

TASKS AND DELIVERABLES 1.2: PRODUCTION OPERATIONAL SUPPORT

Contractor shall provide support services for Keyfile, OCR for AnyDocs and STARRS custom software including, but not limited to, troubleshooting, analysis, and operational support for the RR/CC Document Imaging Systems.

Task 1.2:

Contractor shall provide upon request, support via telephone within one (1) hour and onsite within twenty-four (24) hours for those activities that cannot be resolved through trained personnel at RR/CC, such as system operational problems or anomalies and operational or performance questions. Contractor will assist RR/CC staff in documenting specific issues and will document the resolution.

Deliverables 1.2:

Qualified Contractor engineers are available to RR/CC within one (1) hour of request via telephone and onsite within twenty-four (24) hours of request to support operations, including troubleshooting, analysis, operational support, and/or documentation on an as-needed basis.

2. ADDITIONAL LICENSES AND MAINTENANCE

As the need arises, the RR/CC Project Manager will make a written request to Contractor Project Manager to provide additional Keyfile, OCR for AnyDocs and/or STARRS custom software licenses. Contractor shall provide RR/CC with the lowest purchase price and maintenance which shall not exceed the current manufactured offered price. Written request in the form of electronic mail (email) or facsimile transmission (fax) shall be deemed acceptable by Contractor. Upon RR/CC receipt of requested software, Contractor shall submit the invoice for such in accordance with Paragraph 7.5 (Invoices and Payments) of the Agreement.

EXHIBIT B

PRICING SCHEDULE
(REVISED JULY 1, 2007)

Term:
July 1, 2007-June30, 2008

	Product Description	Annual Mtnc Unit Price	Qty	Total Annual Cost
REAL PROPERTY				
SMAR OU-FPL	AnyDoc Full Processing License	2,500.00	1	2,500.00
MTR-KEYFILE	Keyfile (Investment Protection Program) IPP	194.52	100	19,452.00
KEY-K	Keyfile License Key	-	1	-
SMAN BCR PDF	SMA Bar Code Recogn PDF	-	1	-
SMAN OU-DEMOO1	SMA Data Extraction	-	2	-
SMAN OU-FIMOO1	SMA Form ID Module	-	3	-
SMAN OCR	SMA OCR for Forms	-	2	-
SMAN OU-QAMOO1	SMA Quality Assurance	-	66	-
SMAN OU-QAMOO1	SMA Quality Assurance	300.00	7	2,100.00
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	-	8	-
SMAN OU-VSMOO1	SMA Verify Station	-	14	-
SMAN WL MGR	SMA Workload Mgr	-	1	-
SMAN WLM	SMA Workload Mgr Monitor	-	5	-
VITAL RECORDS				
MTR-KEYFILE	Keyfile IPP	145.38	171	24,859.98
KEY-K	Keyfile License Key	-	1	-
SMAN OCR	SMA OCR for Forms	-	4	-
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	-	1	-
SMAN OU-VSMOO1	SMA Verify Station	-	5	-
STR SMP	STARRS Import Module	1,440.00	6	8,640.00
STR SMP	STARRS Code Import/Draw Off	5,000.00	1	5,000.00
STR SMP	STARRS Scan	200.00	3	600.00
STR SMP	STARRS Synch	500.00	1	500.00
				-
ABSENTEE VOTER				-
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	900.00	1	900.00
SMAR OU-FPL	AnyDoc Full Processing License	2,500.00	1	2,500.00
				-
SUPPORT ALL				-
SMAR OU-FPL999	OCRFF Maintenance All Licenses	79,500.00	1	79,500.00
SUPPORT	Support Assurance Program	165.00	40	6,600.00

*Note: Total does not include taxes

TOTAL 153,151.98 *

EXHIBIT B

PRICING SCHEDULE
(TO BE REVISED JULY 1, 2008)

1st Option Year:
July 1, 2008-June30, 2009

	Product Description	Annual Mtnc Unit Price	Qty	Total Annual Cost
REAL PROPERTY				
SMAR OU-FPL	AnyDoc Full Processing License	2,500.00	1	2,500.00 **
MTR-KEYFILE	Keyfile (Investment Protection Program) IPP	194.52	100	19,452.00 **
KEY-K	Keyfile License Key	-	1	-
SMAN BCR PDF	SMA Bar Code Recogn PDF	-	1	-
SMAN OU-DEMOO1	SMA Data Extraction	-	2	-
SMAN OU-FIMOO1	SMA Form ID Module	-	3	-
SMAN OCR	SMA OCR for Forms	-	2	-
SMAN OU-QAMOO1	SMA Quality Assurance	-	66	-
SMAN OU-QAMOO1	SMA Quality Assurance	318.00	7	2,226.00
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	-	8	-
SMAN OU-VSMOO1	SMA Verify Station	-	14	-
SMAN WL MGR	SMA Workload Mgr	-	1	-
SMAN WLM	SMA Workload Mgr Monitor	-	5	-
VITAL RECORDS				
MTR-KEYFILE	Keyfile IPP	145.38	171	24,859.98 **
KEY-K	Keyfile License Key	-	1	-
SMAN OCR	SMA OCR for Forms	-	4	-
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	-	1	-
SMAN OU-VSMOO1	SMA Verify Station	-	5	-
STR SMP	STARRS Import Module	1,526.40	6	9,158.40
STR SMP	STARRS Code Import/Draw Off	5,300.00	1	5,300.00
STR SMP	STARRS Scan	212.00	3	636.00
STR SMP	STARRS Synch	530.00	1	530.00
ABSENTEE VOTER				
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	954.00	1	954.00
SMAR OU-FPL	AnyDoc Full Processing License	2,500.00	1	2,500.00 **
SUPPORT ALL				
SMAR OU-FPL999	OCRFF Maintenance All Licenses	79,500.00	1	79,500.00 **
SUPPORT	Support Assurance Program	174.90	40	6,996.00
			TOTAL	**154,612.38***

*Note: total does not include taxes

**Third party software: Contractor to provide RR/CC with the lowest purchase price which shall not exceed the current manufactured offered price

EXHIBIT B

PRICING SCHEDULE
(TO BE REVISED JULY 1, 2009)

2nd Option Year:
July 1, 2009-June30, 2010

	Product Description	Annual Mtnc Unit Price	Qty	Total Annual Cost
REAL PROPERTY				
SMAR OU-FPL	AnyDoc Full Processing License	2,500.00	1	2,500.00 **
MTR-KEYFILE	Keyfile (Investment Protection Program) IPP	194.52	100	19,452.00 **
KEY-K	Keyfile License Key	-	1	-
SMAN BCR PDF	SMA Bar Code Recogn PDF	-	1	-
SMAN OU-DEMOO1	SMA Data Extraction	-	2	-
SMAN OU-FIMOO1	SMA Form ID Module	-	3	-
SMAN OCR	SMA OCR for Forms	-	2	-
SMAN OU-QAMOO1	SMA Quality Assurance	-	66	-
SMAN OU-QAMOO1	SMA Quality Assurance	337.08	7	2,359.56
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	-	8	-
SMAN OU-VSMOO1	SMA Verify Station	-	14	-
SMAN WL MGR	SMA Workload Mgr	-	1	-
SMAN WLM	SMA Workload Mgr Monitor	-	5	-
VITAL RECORDS				
MTR-KEYFILE	Keyfile IPP	145.38	171	24,859.98 **
KEY-K	Keyfile License Key	-	1	-
SMAN OCR	SMA OCR for Forms	-	4	-
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	-	1	-
SMAN OU-VSMOO1	SMA Verify Station	-	5	-
STR SMP	STARRS Import Module	1,617.98	6	9,707.90
STR SMP	STARRS Code Import/Draw Off	5,618.00	1	5,618.00
STR SMP	STARRS Scan	224.72	3	674.16
STR SMP	STARRS Synch	561.80	1	561.80
ABSENTEE VOTER				
SMAN OU-SIMOO3-N	SMA Scan Import Level 3	1,011.24	1	1,011.24
SMAR OU-FPL	AnyDoc Full Processing License	2,500.00	1	2,500.00 **
SUPPORT ALL				
SMAR OU-FPL999	OCRFF Maintenance All Licenses	79,500.00	1	79,500.00 **
SUPPORT	Support Assurance Program	185.39	40	7,415.76
			TOTAL	**156,160.40 ***

*Note: total does not include taxes

**Third party software: Contractor to provide RR/CC with the lowest purchase price which shall not exceed the current manufactured offered price