

TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration 500 West Temple Street. Room 437, Los Angeles, California 90012 Telephone: (213) 974-2101 Fax: (213) 626-1812 tic.lecounty.gov and lecountypropertytax.com **Board of Supervisors**

HILDA L. SOLIS First District

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ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

25 December 11, 2018

CELIA ZAVALA

December 11, 2018

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:

EXECUTIVE OFFICER

E AMENDMENTS TO AGRI

RECOMMENDATION TO APPROVE SOLE SOURCE AMENDMENTS TO AGREEMENT NUMBERS 75985 (WAUSAU FINANCIAL SYSTEMS, INC.), 76070 (OPEX CORPORATION), AND 74507 (CORE BUSINESS TECHNOLOGIES) FOR CONTINUED MAINTENANCE AND SUPPORT OF THE TREASURER AND TAX COLLECTOR REMITTANCE PROCESSING SYSTEM (ALL DISTRICTS) (3-VOTES)

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

SUBJECT

The recommended action is to approve Sole Source Amendments to Agreements with Wausau Financial Systems, Inc. (Wausau), OPEX Corporation (OPEX), and CORE Business Technologies (CORE) for the maintenance and support of the Treasurer and Tax Collector (TTC) Remittance Processing System (RPS). The Amendments will extend the current term of the Agreements, which expire on January 31, 2019, and will allow sufficient time to complete the implementation of the new Remittance Processing Replacement System (RPRS), the Agreement for which your Board approved on July 17, 2018.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board of Supervisors (Board) to sign the attached Sole Source Amendment Number Four (Attachment I) to Agreement Number 75985 with Wausau to: (a) extend the current term of the Agreement to January 31, 2020, inclusive of one eight-month extension with four optional month-to-month extensions, for continued maintenance and support of the mail payment processing system, and (b) increase the maximum Agreement sum by \$314,000

The Honorable Board of Supervisors 12/11/2018 Page 2

from \$5,326,124 to \$5,640,124, commencing on February 1, 2019, or the date of your Board's approval, whichever is later.

- 2. Approve and instruct the Chair of the Board to sign the attached Sole Source Amendment Number Three (Attachment II) to Agreement Number 76070 with OPEX to: (a) extend the current term of the Agreement to January 31, 2020, inclusive of one eight-month extension with four optional month-to-month extensions, for continued maintenance and support of the mail processing equipment and (b) increase the maximum Agreement sum by \$106,200 from \$987,926 to \$1,094,126, commencing on February 1, 2019, or the date of your Board's approval, whichever is later.
- 3. Approve and instruct the Chair of the Board to sign the attached Sole Source Amendment Number Five (Attachment III) to Agreement Number 74507 with CORE to: (a) extend the current term of the Agreement to January 31, 2020, inclusive of one eight-month extension with four optional month-to-month extensions, for continued maintenance and support of the automated cashiering system, and (b) increase the maximum Agreement sum by \$31,000 from \$1,129,359 to \$1,160,359, commencing on February 1, 2019, or the date of your Board's approval, whichever is later.
- 4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Amendments to the Agreements to: (1) exercise the optional four month-to-month extensions; and (2) add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation; policies of the County of Los Angeles (County), Board, and/or Chief Executive Office (CEO), which are not part of each Agreement's Statement of Work (SOW).
- 5. Delegate authority to the Treasurer and Tax Collector, or his designee, to modify the terms that affect the SOW of each Agreement, but do not materially alter the Agreements, as required by the Board or CEO, provided the TTC obtains County Counsel's approval prior to the execution of such Amendments and/or Change Notices.
- 6. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute applicable Amendments to the respective Agreements in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC serves as the processor for all property tax payments in the County. In addition, it processes all mail payments for a number of County departments and related agencies, including the Department of Animal Care and Control, Fire Department, Department of Probation, Department of Public Health, Department of Public Works, and the Superior Court. To process these mail payments, as well as walk in payments made at our Los Angeles office, the TTC utilizes a system of hardware and software referred to as the RPS, which the TTC first implemented in August 2000. Collectively, the RPS allows staff to open envelopes, scan and image payments, archive images of checks and payment stubs, create bank deposit files, and create payment files that departments can post to their respective host systems. Additionally, for walk in payments, constituents have the ability to make payments by check, cash or credit and debit cards. The TTC processes over four million receipts annually, totaling approximately \$20.5 billion.

The TTC has three Agreements for the maintenance and support of RPS.

• Wausau: Provides maintenance and support for the software used to scan and image payments, archive images of checks and payment stubs, and create deposit and payments files.

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- OPEX: Provides hardware maintenance and support for the hardware used to open envelopes and scan payments.
- CORE: Provides maintenance and support for the software and hardware used to process walk in payments.

In 2013, the TTC made the determination that, due to the age of its RPS and the fact that certain components would be reaching an end-of-life, it was necessary to begin the process to replace the RPS with a new integrated system. In anticipation of the implementation of a new RPS, between October 2013 and March 2015, the TTC submitted to your Board Sole Source Agreement extensions to the existing Agreements with Wausau, OPEX, and CORE for continued maintenance, support, and professional services for RPS. The approved extensions aligned the expiration date of all three Agreements to January 31, 2019, which the TTC anticipated would provide sufficient time to release a Request for Information, then a Request for Proposals, and then award and implement a new RPS. Your Board approved these Sole Source Agreement extensions.

On July 20, 2017, the TTC issued a competitive solicitation for the provision of the RPRS. The proposal submitted by Fairfax Imaging, Inc. (Fairfax) was the highest ranked, the most responsive and the most responsible proposal. The TTC completed negotiations with Fairfax, and on July 17, 2018, your Board approved an Agreement with Fairfax for the provision of the RPRS.

These Sole Source Amendments to the Agreements are required for continued maintenance and support of the existing Wausau mail payment processing system, OPEX mail processing equipment, and CORE automated cashiering system while the TTC implements the new RPRS. The TTC anticipates that it will need eight months of additional maintenance and support to accommodate the implementation of the new RPRS, and is requesting four month-to-month optional extensions to cover any emergent situations and ensure continued operations through the December 2019 property tax season.

The TTC briefed this item at the Operations Cluster Meeting on November 15, 2018.

<u>Implementation of Strategic Plan Goals</u>

The approval of these Amendments is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The total maximum sum for these Amendments is \$451,200, which breaks down as follows:

- Amendment to Agreement Number 75985 for Wausau is \$314,000.
- Amendment to Agreement Number 76070 for OPEX is \$106,200.
- Amendment to Agreement Number 74507 for CORE is \$31,000.

These amounts are included in the TTC's Fiscal Year 2018-19 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services.

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The Chief Information Office (CIO) has reviewed the Board Letter and recommends approval. The CIO has further determined that a formal CIO Analysis is not required for the recommended action as it represents a continuation of the existing Agreements, and contains no technology matters.

In accordance with your Board's Policy Number 5.100, Sole Source Contracts, the Sole Source Checklist is attached as Exhibit 1. The Notice of Intent (NOI) to Negotiate Sole Source Agreement Extension was delivered to your Board on July 3, 2018.

County Counsel has reviewed and approved the Amendments as to form.

The Amendments update the terms of the Agreements to include all current Board required provisions, including the Zero Tolerance Policy on Human Trafficking; Method of Payment for County Contractors, Vendors, and Other Payees; and the Fair Chance Employment Policy.

The Agreements expressly provide that the County does not have an obligation to pay Wausau, OPEX, and CORE for expenditures that exceed the maximum Agreement Sum. Additionally, the Agreements contain performance standards, including liquidated damages for substandard and/or non-performance.

CONTRACTING PROCESS

On July 3, 2018, the TTC delivered the NOI to Negotiate Sole Source Agreement Extensions to Agreement Numbers 75985 (Wausau), 76070 (OPEX), and 74507 (CORE).

The TTC released a competitive solicitation for the RPRS. On July 17, 2018, your Board approved a contract with Fairfax for the provision of the RPRS.

On August 13, 2018, the TTC began negotiations with Wausau, OPEX, and CORE to extend the existing Agreements to ensure continuity of services during the implementation of the new RPRS with Fairfax. The TTC finalized contract negotiations with Wausau, OPEX, and CORE, which resulted in these Amendments to the Agreements, which currently expire on January 31, 2019.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended Amendments will enable the TTC to provide continued payment processing services using the existing RPS during the implementation of the new RPRS.

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Respectfully submitted,

WILLIAM KEHOE

Reviewed by:

Chief Information Officer

Joseph Kelly

Treasurer and Tax Collector

JK:KK:BR:NK:EVT:lc

Enclosures

c: Chief Executive Officer

County Counsel Executive Officer, Board of Supervisors Chief Information Officer

SOLE SOURCE CHECKLIST

Departm	ent Name: I reasurer and Tax Colletor
	New Sole Source Contract
<u></u>	Existing Sole Source Contract Date Sole Source Contract Approved: 10-08-13, 11-19-13, 03-17-15
Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
	Compliance with applicable statutory and/or regulatory provisions.
	Compliance with State and/or federal programmatic requirements.
	> Services provided by other public or County-related entities.
	> Services are needed to address an emergent or related time-sensitive need.
	The service provider(s) is required under the provisions of a grant or regulatory requirement.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
\	Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	It is more cost-effective to obtain services by exercising an option under an existing contract.
	It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.
	Shul WID 6/25/18 Chief Executive Office
	- Water

AMENDMENT NUMBER FOUR TO

AGREEMENT NUMBER 75985 FOR REMITTANCE PROCESSING AND DOCUMENT MANAGEMENT SYSTEM MAINTENANCE AND SUPPORT

This Amendment Number Four, dated as of <u>December II</u>, 2018, (hereinafter together with all Exhibits, Schedules, and Attachments hereto "Amendment No. 4") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "County") and Wausau Financial Systems, Inc., a Wisconsin corporation (hereinafter "Contractor"), and is effective as of the Amendment No. 4 Effective Date (as defined below) and based on the following recitals:

WHEREAS, on February 1, 2007, County and Contractor have entered into Agreement Number 75985 for Remittance Processing and Document Management System (System) Maintenance and Support for the benefit of County and, more specifically, the County Treasurer and Tax Collector (hereinafter "TTC"), as amended by Amendment No. 1 on May 19, 2009, Amendment No. 2 on January 26, 2011, and Amendment No. 3 on October 8, 2013, (collectively together with all Exhibits, Schedules, and Attachments thereto "Agreement"); initial capitalized terms used in this Amendment No. 4 without definition have the meanings given to such terms in the Agreement;

WHEREAS, County and Contractor desire to further extend the Agreement for one eight-month extension and four optional month-to-month extensions, for a maximum total of twelve months, to increase the Agreement Sum for continued maintenance services for the term of the Agreement, and to make the other amendments to the Agreement contained in this Amendment No. 4.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 4, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

- 1. <u>Amendment No. 4 Effective Date</u>. This Amendment No. 4 shall be effective as of February 1, 2019, or the date first set above, whichever is later ("Amendment No. 4 Effective Date") and has been approved by County's Board of Supervisors (Board) and executed by an authorized officer of Contractor.
- 2. <u>Paragraph 4.5. (Renewals).</u> Effective on Amendment No. 4 Effective Date, Paragraph 4.5 of the body of the Agreement is amended and restated in its entirety as follows:
 - 4.5 For renewal periods under Paragraph 7.1 (General), a mutually agreed upon written "Amendment" to this Agreement shall be prepared and executed by authorized representatives of each of County and Contractor, which (a) supplements Exhibit B (Schedule of Prices and Payments) to

add pricing for one or more of the then-remaining renewal periods, at an amount not to exceed the amount set forth on Attachment B-1 to Exhibit B (Schedule of Prices and Payments) for such renewal period(s), and (b) if pricing for more than one renewal period is added pursuant to such Amendment, amends Paragraph 7.1 (General) to allow the term of this Agreement to renew automatically for each such renewal period, unless County gives the prior written notice of its intent not to renew this Agreement under Paragraph 7.1 for such renewal period. The Director has delegated authority to execute Amendments to the Agreement under this Paragraph 4.5 on behalf of County, provided such Amendments do not increase the Agreement Sum under this Agreement by more than \$314,000 for each renewal period.

- 3. <u>Paragraph 7.1 (General)</u>. Effective on Amendment No. 4 Effective Date, Paragraph 7.1 of the body of the Agreement, as amended by Amendment No. 3, is further amended and restated in its entirety as follows:
 - 7.1 The amended term of this Agreement shall begin on the Amendment No. 4 Effective Date for an initial period of eight months with four optional month-to-month extensions, for a maximum twelve-month period at the sole discretion of the TTC. The term of this Agreement (which shall include the initial term, the renewal term, and all exercised renewal periods) may sooner terminate in accordance with the terms of this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

- 4. New Paragraph 9.5 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer). Effective on Amendment No. 4 Effective Date, amend the Agreement to add Paragraph 9.5 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) as follows:
 - 9.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).
 - 9.5.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 9.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 9.5.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
- 5. <u>Paragraph 11.3.1.C (Source Code Escrow)</u>. Effective on Amendment No. 4 Effective Date, Paragraph 11.3.1.C of the body of the Agreement, as amended by Amendment No. 3, is further amended and restated in its entirety as follows:
 - 11.3.1. [Intentionally Omitted].
- 6. <u>Paragraph 17 (Assignment and Delegation/Mergers or Acquisitions).</u> Effective on Amendment No. 4 Effective Date, Paragraph 17 of the body of the Agreement is amended and restated in its entirety as follows:

17. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 17.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 17.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 17.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to

any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 17.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.
- 7. <u>Paragraph 31 (County's Quality Assurance Plan).</u> Effective on Amendment No. 4 Effective Date, Paragraph 31 of the body of the Agreement is amended and restated in its entirety as follows:

31. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8. <u>Paragraph 42 (Contractor's Use of GAIN/GROW Participants).</u> Effective on Amendment No. 4 Effective Date, Paragraph 42 of the body of the Agreement is amended and restated in its entirety as follows:

42. CONTRACTOR'S USE OF GAIN/GROW PARTICIPANTS

42.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

- 42.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
- Paragraph 78 (Contractor's Acknowledgement of the County's Commitment to the Safely Surrendered Baby Law). Effective on Amendment No. 4 Effective Date, Paragraph 78 of the body of the Agreement is amended and restated in its entirety as follows:

78. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

- 78.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. posters Information and for printing are available www.babysafela.org.
- 10. New Paragraph 83 (Time off for Voting). Effective on Amendment No. 4 Effective Date, amend the Agreement to add Paragraph 83 (Time off for Voting) as follows:

83. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

11. New Paragraph 84 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Effective on Amendment No. 4 Effective Date, amend the Agreement to

add Paragraph 84 (Compliance with County's Zero Tolerance Policy on Human Trafficking) as follows:

84. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12. New Paragraph 85 (Compliance with Fair Chance Employment Practices). Effective on Amendment No. 4 Effective Date, amend the Agreement to add Paragraph 85 (Compliance with Fair Chance Employment Practices) as follows:

85. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

- 13. Exhibit B (Schedule of Prices and Payments). Effective on Amendment No. 4 Effective Date, Exhibit B (Schedule of Prices and Payments) to the Agreement is amended and restated in its entirety with Exhibit B (Schedule of Prices and Payments), together with its Attachments (B-1 and B-2) attached to this Amendment No. 4, and incorporated into the body of this Amendment No. 4 by this reference.
- 14. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 4, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 15. <u>Authority</u>. Contractor and the persons executing this Amendment No. 4 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 4 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement, as

amended by this Amendment No. 4, and that all requirements of Contractor have been fulfilled to provide such actual authority.

16. <u>Governing Law</u>. This Amendment No. 4 shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

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IN WITNESS WHEREOF, Contractor has executed this Amendment No. 4, or caused it to be duly executed and the County, by order of its Board of Supervisors, has caused this Amendment No. 4 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

ON A CHAIR, Board of Supervisors

CONTRACTOR
Wausau Financial Systems, Inc.

By_____Stanature

<u>Jacob Rider</u> Print Name

Vice President, Client Services and Operations Title

ATTEST:

By

By

CELIA ZAVALA Executive Officer of the Board of Supervisors

Deputy Ruiz

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> CELIA ZAVALA Executive Officer

Clerk of the Board of Supervisors

By Joyn Rux Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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CELIAZAVALA EXECUTIVE OFFICER

SECTION I: Summary of Contract Sum

February 1, 2007 through January 31, 2014 Maximum Contract Sum (Maintenance & Support: \$1,884,723.47 + Pool Expenditures (Chg Notices 1-19): \$1,202,722.87 + Pool Balance: \$480,091.17): \$ 3,567,537.51

		8-Month Extension	1-Month Extension	1-Month Extension	1-Month Extension	1-Month Extension
		(6) 2/1/19- 9/30/19	(7) 10/1/19- 10/31/19	(8) 11/1/19- 11/30/19	(9) 12/1/19- 12/31/19	(10) 1/1/20- 1/31/20
		Annual Price	Annual Price	Annual Price	Annual Price	Annual Price
Image Management System (IMS)	Quarterly Payment Quarterly Payment					
	Quarterly Payment Subtotal IMS	\$75,387.04	\$9,423.38	\$9,423.38	\$9,423.38	\$9,423.38
Remittance Processing System (RPS)	Quarterly Payment Quarterly Payment					
	Quarterly Payment Subtotal RPS	\$133,559.06	\$16,694.88	\$16,694.88	\$16,694.88	\$16,694.88
	Total Annual	\$ 208,946.09	\$ 26,118.26	\$ 26,118.26	\$ 26,118.26	\$ 26,118.26
Maximum P	ool Dollar Allowance	\$ 225,000.00				

*For reference only. Included in \$3,567,537.60 at the top.

Year 1 Maintenance Price: Additional Maximum Pool Dollar Allowance: Amendment 3 Upgrade Pool Dollar Allowance: Amendment 4 Maintenance and Support for Year 5 Amended Maximum Contract Sum:	#- \$	###### \$ 302,062.00 \$ 225,000.00 - \$ 1,231,524.00 \$ 314,000.00 \$ 5,640,123.51
Remaining Pool Dollar Balance (through Change Notice No. 19): Pool Dollar Allowance of Amendment 3: Amendment 3 Upgrade Pool Dollar Allowance: Total Pool Dollar Balance:	\$ 480,091.17 \$ 225,000.00 \$ 1,231,524.00	\$ 1,936,615.17
Change Notice 20 - 2013 RPS/DMS Hardware & Software Upgrade acquisition & implementation. Total maximum amount of Change Notice 20 is: \$974,071 for System acquisition and implementation + \$31,784 is a component of the fixed maintenance cost above = \$1,005,855.		\$ (1,005,855.00)
Change Notice Number 21 ICL Additional Enhancement (SW \$25,900)		\$ (25,900.00)
Change Notice No. 22 Superior Court Program Modification		\$ (5,550.00)
Change Notice No. 23: Removal of Accuity and Program Modification for Fed File Conversion		\$ (1,850.00)
Change Notice No. 24: Substitution of HW/SW-Savings of \$80,790.23 (see Investment Overview, Attachment 1)		\$ 80,790.23
	Pool Balance	\$ 978,250.40

Total Obligated To-Date:

86%

SECTION II: Maintenance and Support

A. Image Management System (IMS)

Item Number	Description	Serial Number	Warranty Start	Warranty End	Qty	Unit Price	2/1/13 - 1/31/14	(1) 2/1/14-1/31/15	2/1/15-1/31/16 Maint Amt	1/31/16-1/31/17 Maint Amt	1/31/17 - 1/31/18 Maint	1/31/18 - 1/31/19	
Manthia Hashana	Non-consul billion shooms		O.C.			11100	Maint Amt	Maint Amt	munit zunt	Munit Funt	Amt	Maint Amt	
Monthly Upcharge EXT.HW	Non-annual billing charge - mo EXTENDED HW COVERAGE	APR/DEC 7X	24 HW CHC		4	\$116.87	\$116.87	\$0.00					
NCR 3241 S001	PC, NCR, 3241 Workstation	6SZQS51	7/29/2005	7/29/2006	4	\$216.09	\$216.09	\$0.00					
NCR-3241-S001	PC, NCR, 3241 Workstation	DOCQP61	7/29/2005	7/29/2006	1	\$216.09	\$216.09						
3498-2414-8090	MONITOR, NCR, 17" Color CRT	728113204C	7/29/2005	7/29/2006	+	\$94.82	\$94.82						
3498 2414 8090	MONITOR, NCR, 17" Color CRT	727516234C	7/29/2005	7/29/2006	1	\$94.82	\$94.82						
NCR-3519-S001	NCR S2900 Server (DELL- Powe	JNC63D1	8/1/2007	7/31/2010 7/31/2010	+	\$353.90 \$0.00	\$353.90 \$0.00						
3519-1112 3519-F327	4GB 667MHz (4x1GB), Dual Ra 146GR SAS 3.5 Inch. 15K RPM	JNC63D1	8/1/2007	7/31/2010	4	\$0.00 \$0.00	\$0.00 \$0.00						
3519-F375	Intel PRO 1000PT Dual Port Gio	INC63D1	8/1/2007	7/31/2010	+	\$0.00	\$0.00						
3519-F042	Dual Core Inte Xeon 5150, 4ME	JNC63D1	8/1/2007	7/31/2010	+	\$0.00	\$0.00						
3519-K633	RAPID/VERSA RAIL, SLIDING, I	JNC63D1	8/1/2007	7/31/2010	+	\$0.00	\$0.00						
3519-F630	Rack Bezel	JNC63D1	8/1/2007	7/31/2010	+	\$0.00	\$0.00						
3519 F621	5U Chasis, No Rails Included	JNC63D1	8/1/2007	7/31/2010	1	\$0.00	\$0.00						
	NCR S2950 Server (DELL- Power	D5093D1	8/1/2007	7/31/2010	1	\$424.46	\$424.46	\$437.00	\$420.00				
3529-F002 3529-F111	Single Processor Only 2GB 667MHz (4x512MB), Single	D5093D1 D5093D1	8/1/2007 8/1/2007	7/31/2010 7/31/2010	1	\$0.00 \$0.00	\$0.00 \$0.00						
3529-F111	146GB,SAS, 3.5-inch, 10K RPM	D5093D1	8/1/2007	7/31/2010	2	\$0.00	\$0.00						
	Adaptec 39160		1	5.720.0	2	\$74.97	\$149.94	\$0.00					
DHS0934 01	2730T, FC, 2 RIOM, 1024MB, 1	DHSIFRE 10	12DAC96E		1	\$5,540.06	\$5,540.06	\$0.00					
DHS0908-01	2130, 2-IOM, JBOD, 12x1TB SA	DHSIFRE-100	05DAA615		+	\$3,019.75	\$3,019.75						
DHS0908-01	2130, 2-IOM, JBOD, 12x1TB SA	DHSIFRE-100	DSDAA62E		1	\$3, 019.75	\$3,019.75						
GBL FC MLC MLC RC	Cable,FC,MLC MLC,5 M,R		_		4	\$0.00	\$0.00						
FHDW017-02	Rack Mount Kit, Shelf, Short,				3	\$0.00	\$0.00						
QLE2462 CK QLE2462-CK	OLogic SANIslade OLE2462 PC	LFC0930J729			1	\$533.61 \$533.61	\$533.61						
TI 2000-TI R003	QLogic SANblade QLE2462 - PC Tape Library, Dell TL2000 LTO	LFC0930J733	575		+	\$533.61 \$0.00	\$533.61 \$0.00						
DELL-MTOP780-S00	Dell Optiplex 780	22HXGQ1			1	\$181.91	\$181.91	\$404.00	\$424.00	\$446.00	\$ 464.00	\$ 487.20	
317-2595	2GB DDR3 Non-ECC SDRAM,10		MM) for Dell 7		1	\$0.00	\$0.00						
		74445-13C-B			1	\$92.61	\$92.61	\$97.00	\$101.00	\$107.00	\$ 111.00	\$ 116.55	
Dell-PVMD3600i-SAN	PowerVault MD3600i with MD1	200 Expansion	n Enclosure		1								
Dell-PVMD3600i-SAN	PowerVault MD3600i with MD1				1								
	DELL-PVTL4000-LTO5, 4 Tape	Drive, 24 Slot			1								
Dell-R720-R009*	PowerEdge R720 (Rack)				1		44.050.01						
KV-S2065W KV-S2065W	Panasonic, SCANNER, 65PPM DI Panasonic, SCANNER, 65PPM DI		9/21/2004 11/3/2003	6/20/2005 2/3/2004	1	\$1,958.04 \$1,958.04	\$1,958.04 \$1,958.04						
KV-S2065W	Panasonic, SCANNER, 65PPM D			2/3/2004	1	\$1,958.04	\$1,750.04						
KV-S2065W	Panasonic, SCANNER, 65PPM D				-1	***************************************	(\$659.83)						
KV S2065W	Panasonic, SCANNER, 65PPM DI	JPLE-			-1		(\$659.83)						
KV-S2065W	Panasonic, SCANNER, 65PPM DI	JPLE-			4		(\$659.83)						
EH-850-1000	Adrenaline 850S SCSI Wide Add		_		3	\$312.00	\$936.02						
KV S2065W	Panasonic, SCANNER, 65PPM DI	6134ZDE137		10/29/2005	1	\$1,958.04	\$1,958.04						
KV-S2065W KV-S2065W	Panasonic, SCANNER, 65PPM DI		7/29/2005	10/29/2005	1	\$1,958.04	\$1,958.04 (\$659.83)						
KV-52065W KV S2065W	Panasonic, SCANNER, 65HM DI				4		(\$659.83) (\$659.83)						
KV-S4065CW-V	Scanners-Panasonic V Color Sc		/130ipm VRS		4	\$1,637,00	\$2,206,59	\$6,548.00	\$6,875.00	\$7.219.00	\$ 7.883.40	\$ 8,277.57	
EH-850-1000	Adrenaline 850S SCSI Wide Ad				2	\$312.01	\$624.02		10,01010	**,*****	.,,	,	
KV-S3065CW	Panasonic 65ppm Duplex Scann	74798MB124	12		1	\$1,431.05	\$1,431.05	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40	
KV-S3065CW	Panasonic 65ppm Duplex Scanr	74798MB126			1	\$1,431.05	\$1,431.05	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40	
KV-S3065CW	Panasonic 65ppm Duplex Scanr	74798MB122			1	\$1,431.05	\$1,431.05	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40	
KV-S3065CW	SCANNER - Panasonic KV-S3065CV	74712MC104	10		1	\$1,431.05	\$1,532.48	\$1,595.00	\$1,675.00	\$1,758.00	\$ 1,828.00	\$ 1,919.40	
DELL-GX280-BA	Dell Optiplex GX280 Small Forn	3SM3221 84FRV41		1	1	\$132.30 \$132.30	\$132.30 \$132.30						
7260-9260-9898	Optiplex GX260 Small Mini Town	BQM3221		1	+	\$132.30 \$176.40	\$132.30 \$176.40	-				-	
TL2000-TLR001	TAPE Library – Dell PowerVault	32W73C1		+	1	\$930.51	\$930.51	\$0.00					
202162 000	Rack Mount Accessory Kit 10	65562			1	\$0.00	\$0.00	\$0.00					
Monthly Upcharge	Non-annual billing charge - mo	nthly billings											
SUPP.EXT	EXTENDED SOFTWARE SUPPO				1	\$2,260.13	\$2,260.13	\$3,250.00	\$1,750.00	\$1,750.00	\$ 1,783.00	\$ 1,872.15	
	Multi-User Database License				1	\$1,027.53	\$1,027.53	\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20	
	COLD Processing				1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
	Production Document Imaging Production Document Imaging	 		1	7	\$1,027.53 \$411.23	\$1,027.53 \$2,878.61	\$1,000.00 \$2,800.00	\$1,050.00 \$2,940.00	\$1,103.00 \$3,087.00	\$ 1,124.00 \$ 3,146.00	\$ 1,180.20 \$ 3,303.30	
DIIPW2 DIIPW2	Production Document Imaging Production Document Imaging	(Additional C+	ations)	1	1	\$411.23 \$396.90	\$2,878.61	\$2,800.00	\$2,940.00	\$3,087.00 \$441.00	\$ 3,146.00 \$ 449.00	\$ 3,303.30 \$ 471.45	
	Automated CD Authoring	v varional St	uu0113 <i>)</i>		1	\$ 821.36	\$ 821.36	\$400.00	\$420.00	\$441.00	447.00	÷ 4/1.45	
	WFS Remittance Processor				1	\$2,053.96	\$2,053.96	\$4,000.00	\$4,200.00	\$4,410.00	\$ 4,495.00	\$ 4,719.75	
	Workflow Departmental Server				1	\$2,053.96	\$2,053.96	\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
WFIPD1													
	Workflow Workstation Client				41	\$102.53 \$102.53	\$4,203.83 \$0.00	\$4,100.00 \$0.00	\$4,305.00 \$0.00				

WLIPN1	Workflow Named User Client SI	L (1-20)			35	\$102.53	\$0.00		\$0.00	\$0.00	\$3,859.00	\$ 3,933.00	\$ 4,129.65	
WFIPC1	Workflow Concurrent Client				10	\$205.06	\$2,050.65		\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
	IMS Browser				1	\$2,053.96	\$2,053.96		\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
CTIPW1	Workstation Client (1-100) ea				33	\$123.48	\$4,074.84		\$3,960.00	\$4,158.00				
CTIPW1	Workstation Client (1-100) ea				28	\$123.48	\$123.48		\$0.00	\$0.00	\$3,696.00	\$ 3,767.00	\$ 3,955.35	
CTIPC1	Concurrent Client (1-100) Each				84	\$246.96	\$20,744.64		\$20,160.00	\$21,168.00	\$22,226.00	\$ 22,653.00	\$ 23,785.65	
CTIPN1	Named User Client (1-100)				1	\$119.07	\$119.07		\$120.00	\$126.00				
CTIPN1	Named User Client (1-100)				6	\$119.07					\$ 802.00	\$ 817.00	\$ 857.85	
	Application Enabler				1	\$3,081.49	\$3,081.49		\$3,000.00	\$3,150.00	\$3,308.00	\$ 3,372.00	\$ 3,540.60	
FMIPI1	E-Forms				1	\$2,053.96	\$2,053.96		\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
PTIPC1	Virtual Print Driver				1	\$1,027.53	\$1,027.53		\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20	
WSIPI1	Web Services Toolkit				1	\$2,053.96	\$2,053.96		\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
APIPQ3	Query API (Initial 500 queries				1	\$2,053.96	\$2,053.96		\$2,000.00	\$2,100.00	\$2,205.00	\$ 2,247.00	\$ 2,359.35	
APIPQ4	API Retrievals-Additional Bloc				1	\$1,642.73	\$1,642.73		\$1,600.00	\$1,680.00	\$1,764.00	\$ 1,798.00	\$ 1,887.90	
RPIPI1	HYLAND Report Services				1	\$1,027.53	\$1,027.53		\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20	
OBAVCHECK	Advanced Check Imaging Licen:	se			1	\$7,189.40	\$7,189.40		\$7,000.00	\$7,350.00	\$7,718.00	\$ 7,866.00	\$ 8,259.30	
DPIPW1	Document Import Processor				1	\$992.25	\$992.25		\$1,000.00	\$1,050.00	\$1,103.00	\$ 1,124.00	\$ 1,180.20	
SW-PATH3.21S	SANpath 3.2 Software - First S		_		+	\$1,765.10	\$1,765.10			,		,		
SW SCAPE 2.4 1S	SANscape 2.4 One Server				1	\$88.20	\$88.20							
BABWBR1250W00	ARCserve Backup for Windows		_		+	\$163.17	\$163.17							
DARWED1250W00	ARCserve Backup R12 5 - Open		_		+	\$167.50	\$167.50							
BABWBR1250W01C4	ARCserve Backup R12.5 Tape				1	\$206.17	\$206.17			 	 	 		
CAARESS125W00C4	ARCserve Backup R12 5 Fileser		_		1	\$329.65	\$320.65	1						
BABWBR1250W17	ARCserve Backup R12.5 - SQL /				1	\$205.07	\$205.07			-	-	-		
2220 E670	VD Professional				1	\$205.07	\$205.07			-	-	-		
3239-F670	XP Professional			H	5	\$36.38 \$36.38	\$30.38 \$181.91							
	Windows Server 2003 R2 Stand		_	ļ	1	\$36.38 \$281.14	\$181.91 \$281.14		\$0.00					
				-						 	 	 		
228-09470	Open SQL Server 2008 Standard				2	\$1,472.94	\$2,945.88		\$0.00					
	Kofax VRS Software - VRS 4.x F				3	\$415.64	\$1,246.93		\$1,285.00	\$1,349.00	\$0.00	ļ		
VP-W004-00U1	VRS 4.x Pro USB/FW Workgroup				1	\$282.00	\$415.64		\$296.00		ļ	ļ		
410-01-000003-06-0	IMS Premium Database Service				1	\$6,526.80	\$6,526.80		\$5,920.00	\$5,417.50	\$0.00			
410-01-000002-06-0	IMS Standard Database Service				1	\$2,960.00	\$0.00		\$0.00	\$251.40	\$2,960.00	\$ 2,960.00	\$ 3,108.00	
WINZIP	WinZIP				1	\$9.92	\$9.92		\$11.00	\$11.00	\$12.00	\$ 13.00	\$ 13.65	
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32				1	\$59.54	\$59.54		\$62.00	\$65.00	\$0.00			
INET-CLNT	I-net Support Client				1	\$0.00	\$0.00							
511-WFES-SAFE-ES0	Safe Escrow Account				1	\$771.75	\$771.75		\$764.00	\$803.00	\$843.00	\$ 859.00	\$ 901.95	
3241-F670	XP Professional	-	_		2	\$35.28	\$70.56							
3529-F820	Windows Server 2003 R2, Stand				1	\$283.34	\$283.34		\$0.00					
VP-W004-00S1	VRS 4.0 for SCSI workgroups A	4			2	\$415.64	\$831.29		\$0.00					
421-1479	Genuine Windows® 7 Professional, v				1	\$23.27	\$23.15		\$25.00	\$26.00	\$28.00	\$ 29.00	\$ 30.45	
VP-W005-0001	Kofax VRS Elite Workgroup Ver	sion			1				\$148.00	\$311.00	\$311.00	\$ 317.00	\$ 332.85	
VP-W005-0001 UNIPI1	Kofax VRS Elite Workgroup Ver Unity Client Server	sion			1	\$ 2,000			\$148.00	\$311.00 \$ 1,513		\$ 317.00 \$ 2,247.00	\$ 332.85 \$ 2,359.35	
UNIPI1	Unity Client Server	sion			_					\$ 1,513	\$ 2,205	\$ 2,247.00	\$ 2,359.35	
		sion			1				\$ -				\$ 2,359.35	
UNIPI1 UIIPI1 410 02 000050 11 C	Unity Client Server Unity Integration Toolkit Web Enabler		Module r 16.5		1	\$ 2,000			\$ - \$ -	\$ 1,513	\$ 2,205	\$ 2,247.00	\$ 2,359.35	
UNIPI1 UIIPI1 410 02 000050 11 0 BABWBR1650W4000	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo	ows Enterprise			1	\$ 2,000 \$ - \$ 1,188			\$ - \$ - \$ - \$ 478	\$ 1,513 \$ 1,513 \$ - \$ 1,247	\$ 2,205 \$ 2,205 \$ 1,309	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00	\$ 2,359.35 \$ 2,359.35	
UNIPI1 UIIPI1 410 02 000050 11 6 BABWBR1650W40C6 BABWBR1650W22	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCserve Backup Client Age	ows Enterprise			1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79			\$ - \$ - \$ - \$ 478 \$ 66	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45	
UNIPI1 UIIPI1 410 02 000050 11 C BABWBR1650W40C6 BABWBR1650W22 BABWBR1650W00	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup for Windo	ows Enterprise ent for Window ows r16.5	s r16.5		1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155			\$ - \$ - \$ - \$ 478 \$ 66 \$ 129	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70	
UNIPI1 UIIPI1 410 02 000050 11 € BABWBR1650W40C6 BABWBR1650W22 BABWBR1650W00 BABWBR1650W09C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup for Windo CA ARCServe Backup for Windo	ows Enterprise ent for Window ows r16.5 Open Files on	vs r16.5 Windows r16.5		1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$168			\$ - \$ - \$ - \$ 478 \$ 66 \$ 129 \$ 140	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00	\$ 2,359,35 \$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93.45 \$ 182.70 \$ 198.45	
UNIPI1 UIIPI1 410-02-000050-11-€ BABWBR1650W40C6 BABWBR1650W22 BABWBR1650W00 BABWBR1650W00C6 BABWBR1650W01C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup for Windo	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra	vs r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$168 \$ 211			\$ - \$ - \$ - \$ 478 \$ 66 \$ 129 \$ 140 \$ 185	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70	
UNIP11 UIIP11 410-02-000050-11-C BABWBR1650W40C BABWBR1650W20 BABWBR1650W00 BABWBR1650W00C BABWBR1650W01C BABWBR1650W01C BABWBR1650W01C	Unity Client Server Unity Integration Toolkit Web-Enabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup For Windo	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra ows r16.5	vs r16.5 Windows r16.5 ry Option r16.5		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$168 \$ 211 \$ 155			\$ - \$ - \$ - \$ 478 \$ 66 \$ 129 \$ 140 \$ 185	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00	\$ 2,359,35 \$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93.45 \$ 182.70 \$ 198.45	
UNIP11 UIIP11 410-02-000050-11-C BABWBR1650W40C BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W01C4 BABWBR1650W01C4 BABWBR1650W001C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup for Windo	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra ows r16.5	vs r16.5 Windows r16.5 ry Option r16.5		1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168			\$	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00 \$ 237.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85	
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$168 \$ 211 \$ 155	\$117,719.50		\$ - \$ - \$ - \$ 478 \$ 66 \$ 129 \$ 140 \$ 185	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00	\$ 2,359,35 \$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93.45 \$ 182.70 \$ 198.45	
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web-Enabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup For Windo	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168	\$117,719.50		\$	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00 \$ 237.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85	
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total			\$ - \$ - \$ - \$ 478 \$ 66 \$ 129 \$ 140 \$ 185 \$ - \$ -	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00 \$ 237.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85	6-Year IMS Total
UNIPI1 UIIPI1 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W22 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W01C4 BABWBR1650W00C4 BABWBR1650W09C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on ows Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11		\$	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$98,867.90	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$100,025.00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00 \$ 237.00	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85	\$107,562.43
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W022 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W01C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on wws Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39		\$ - \$ - \$ - \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ - \$	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 598,867.90	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$ \$ 100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00 \$ 237.00 \$ \$102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.45 \$ 198.45 \$ 248.85 \$ 107.695.77	\$107,562.43 \$512,078.14
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on wws Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1 Tota	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50		\$ - \$ \$ - \$ \$ - \$ \$ 478 \$ 66 \$ 129 \$ 140 \$ 185 \$ 185 \$ - \$ \$ 578,99,000 \$92,765,000	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$98,867.90	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$ 14,804.00 \$86,221.00	\$ 2,247,00 \$ 2,247,00 \$ 1,334,00 \$ 89,00 \$ 174,00 \$ 189,00 \$ 237,00 \$ 155,770,40 \$ 36,797,00 \$ 155,770,40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 107.695.77	\$107,562.43 \$512,078.14 \$619,640.57
UNIPI1 UIIPI1 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W22 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W01C4 BABWBR1650W00C4 BABWBR1650W09C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on wws Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Lee	1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53)		\$ \$ \$ \$ \$ 478 \$ 66. \$ 129 \$ 140 \$ 185 \$ \$ 792,765.00 \$78,899.00 \$92,765.00 \$1,577.98)	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 84,347.90 \$ 14,520.00 \$ 166.36)	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40	\$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93,45 \$ 198,45 \$ 248,85 \$ 107,695,77 \$ 1107,695,77 \$ 201,7685,77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPI1 UIIPI1 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W22 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W01C4 BABWBR1650W00C4 BABWBR1650W09C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on wws Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Les	1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50		\$ - \$ \$ - \$ \$ - \$ \$ 478 \$ 66 \$ 129 \$ 140 \$ 185 \$ 185 \$ - \$ \$ 13,866.00 \$78,899.00 \$92,765.00	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 598,867.90	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$ 14,804.00 \$86,221.00	\$ 2,247,00 \$ 2,247,00 \$ 1,334,00 \$ 89,00 \$ 174,00 \$ 189,00 \$ 237,00 \$ 155,770,40 \$ 36,797,00 \$ 155,770,40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 107.695.77	\$107,562.43 \$512,078.14 \$619,640.57
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on wws Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Les	1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53)		\$ \$ \$ \$ \$ 478 \$ 66. \$ 129 \$ 140 \$ 185 \$ \$ 792,765.00 \$78,899.00 \$92,765.00 \$1,577.98)	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 84,347.90 \$ 14,520.00 \$ 166.36)	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40	\$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93,45 \$ 198,45 \$ 248,85 \$ 107,695,77 \$ 1107,695,77 \$ 201,7685,77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W40C4 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C4 BABWBR1650W00C4 BABWBR1650W00C4	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ows r16.5 Open Files on wws Tape Libra ows r16.5 Open Files on	windows r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Les	1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53)		\$ \$ \$ \$ \$ 478 \$ 66. \$ 129 \$ 140 \$ 185 \$ \$ 792,765.00 \$78,899.00 \$92,765.00 \$1,577.98)	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 84,347.90 \$ 14,520.00 \$ 166.36)	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40	\$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93,45 \$ 198,45 \$ 248,85 \$ 107,695,77 \$ 1107,695,77 \$ 201,7685,77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT UIIPIT 410-03-000056-11-4 BABWBR1650W0CC BABWBR1650W0CC BABWBR1650W0C BABWBR1650W0C BABWBR1650W0C BABWBR1650W0C BABWBR1650W0C BABWBR1650W0C BABWBR1650W0C TPre-Paid 5 yea	Unity Client Server Unity Integration Toolkit Web Enablee CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup For Windo CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for IT Pro Support coverage I	ows Enterprise ent for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on through De	us r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Windows r16.5	Les	1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53)		\$ \$ \$ \$ \$ 478 \$ 66. \$ 129 \$ 140 \$ 185 \$ \$ 792,765.00 \$78,899.00 \$92,765.00 \$1,577.98)	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 84,347.90 \$ 14,520.00 \$ 166.36)	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40	\$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93,45 \$ 198,45 \$ 248,85 \$ 107,695,77 \$ 1107,695,77 \$ 201,7685,77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT 410-02-000050-11-4 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C0 BABWBR1650W0C0 BABWBR1650W0C2 **Pre-Paid 5 yea	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glient Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for	ows Enterprise ent for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on through De	us r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Windows r16.5	Lec	1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ - \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53)		\$ \$ \$ \$ \$ 478 \$ 66. \$ 129 \$ 140 \$ 185 \$ \$ 792,765.00 \$78,899.00 \$92,765.00 \$1,577.98)	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 84,347.90 \$ 98,867.90 \$ 14,620.00 \$ 1666.96 \$ 1666.96	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00 \$100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40	\$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93,45 \$ 198,45 \$ 248,85 \$ 107,695,77 \$ 1107,695,77 \$ 201,7685,77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT 410-02-000050-11-4 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C2 BABWBR1650W0C0 BABWBR1650W0C0 BABWBR1650W0C2 **Pre-Paid 5 yea	Unity Client Server Unity Integration Toolkit Web Enablee CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup For Windo CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for IT Pro Support coverage I	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on through De	vs r16.5 Windows r16.5 Vy Option r16.5 Windows r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97		\$ \$	\$ 1,513 \$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 298,867.90 \$ 14,520.00 \$ 384,347.90 \$ 398,867.90 \$ (1,686.96) \$ 397,180.94	\$ 2,205 \$ 2,205 \$ 1,309 \$ 97 \$ 171 \$ 185 \$ 233 \$ 100,025,00 \$ 100,025,00 \$ 100,025,00 \$ 100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 189.00 \$ 174.00 \$ 189.00 \$ 237.00 \$ 102.567.40 \$ 102.567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 1107.695.77 \$ 3107.695.77 0.00 \$ 1107.695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT 410-02-000050-11-6 BABWBR1650W40C/ BABWBR1650W02 BABWBR1650W00 BABWBR165	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup Glent Age CA ARCServe Backup Green CA ARCServe Backup Agent for CA ARCServe Backup For Windo CA ARCServe Backup Agent for ar Pro Support coverage I	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra ws Tape Libra ws r16.5 Open Files on through De	vs r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Warranty	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,88 \$ 75 \$ 175 \$ 156 \$ 156 \$ 116 \$ 115 \$ 10	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53)		\$ \$	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 14,520.00 \$ 84,347.90 \$ 16,86.96) \$ 397,180.94	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$14,804.00 \$88,221.00 \$100,025.00 \$110,025.00 \$110,025.00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 89.00 \$ 174.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40	\$ 2,359,35 \$ 2,359,35 \$ 1,400,70 \$ 93,45 \$ 198,45 \$ 248,85 \$ 107,695,77 \$ 1107,695,77 \$ 201,7685,77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT UIIPIT 410-02-000050-11-6 BABWBR1650W40C/ BABWBR1650W00 BABWBR1650W00 BABWBR1650W00 BABWBR1650W000 BABWBR1650W000 BABWBR1650W000 BABWBR1650W000 BABWBR1650W000 BABWBR1650W000 BABWBR1650W00 BABWBR1650	Unity Client Server Unity Integration Toolkit Web Enablee CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup For Windo CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for IT Pro Support coverage I	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on through De	vs r16.5 Windows r16.5 Vy Option r16.5 Windows r16.5 Windows r16.5		1 1 1 1 1 1 1 1 1 1 1 1 1 Totass 2% Mit.	\$ 2,000 \$ \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97		\$ \$	\$ 1,513 \$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 298,867.90 \$ 14,520.00 \$ 384,347.90 \$ 398,867.90 \$ (1,686.96) \$ 397,180.94	\$ 2,205 \$ 2,205 \$ 1,309 \$ 97 \$ 171 \$ 185 \$ 233 \$ 100,025,00 \$ 100,025,00 \$ 100,025,00 \$ 100,025,00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 189.00 \$ 174.00 \$ 189.00 \$ 237.00 \$ 102.567.40 \$ 102.567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 16,558.92 \$ 391,136.85 \$ 391,136.85 \$ 107,695.77 0.00 \$ 107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT UIIPIT 141-02-000050-11-0 BABWBR1650W002 BABWBR1650W002 BABWBR1650W00 BABWBR160W00 BABWBR1650W00 BABWBR160W00 BABWBR160	Unity Client Server Unity Integration Toolkit White Frashler CA ARCServe Backup for Windo CA ARCServe Backup Gen Windo CA ARCServe Backup For Windo CA RESERVE Backup Agent for ar Pro Support coverage to Remittance Processing Services Remittance Processing Services Description	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra ws Tape Libra Ws r16.5 Open Files on through De System (RF Serial Number	vs r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Warranty	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,88 \$ 75 \$ 175 \$ 156 \$ 156 \$ 116 \$ 115 \$ 10	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97		\$ \$	\$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 14,520.00 \$ 84,347.90 \$ 16,86.96) \$ 397,180.94	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$14,804.00 \$88,221.00 \$100,025.00 \$110,025.00 \$110,025.00	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 890.00 \$ 174.00 \$ 189.00 \$ 237.00 \$ 155.770.40 \$ 86,797.00 \$ 102.567.40 \$ 102.567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 107,695.77 \$ 107,695.77 0.00 \$ 107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT 410-02-000050-11-(BABWBR1650W00C BABWBR1670W00C B	Unity Client Server Unity Integration Toolkit Web Frashler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for ir Pro Support coverage I Remittance Processing S Description Non-annual billing charge - mon	ows Enterprise ent for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on through De System (RF System (RF System (RF Mumber enthly billings	s r16.5 Windows r16.5 ry Option r16.5 Windows r16.5 lt (24 x7).	Warranty	1 1 1 1 1 1 1 1 1 1 1 1 1 1 Totate Sas 2% MM. Output Output	\$ 2,000 \$	\$32,043.11 \$85,676.39 \$117,719.50 (1,773.53) \$116,005.97		\$ \$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 198,867.90 \$ 14,520.00 \$ 84,347.90 \$ 938,867.90 \$ 1,666.96 \$ 97,180.94	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$ 100,025,00 \$ 14,804,00 \$ 100,025,00 \$ 11,704,42 \$ 398,320,58	\$ 2,247,00 \$ 2,247,00 \$ 1,334,00 \$ 134,00 \$ 197,00 \$ 174,00 \$ 237,00 \$ 189,00 \$ 125,67,40 \$ 150,2567,40 \$ 102,567,40 \$ 102,567,40 \$ 102,567,40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 248.85 \$ 107,695.77 0.00 \$ 107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT UIIPIT 410-03-000056-11-4 BABWBR1650W00C BABWBR16TW00C BABWBR16TW00C BABWBR16TW00C BABWBR16TW00C BABWBR16TW00C BABWBR16TW00C BABWBR16TW00C BAB	Unity Client Server Unity Integration Toolkit Web Enablee CA ARCServe Backup for Windo CA ARCServe Backup Agent for ARCSERVE BACKUP	ws Enterprise ent for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on Open Files on through De System (RF Serial Number APR/DEC 7X2 APR/DEC 7X2	vs r16.5 Windows r16.5 ry Option r16.5 Windows r16.5	Warranty End	1 1 1 1 1 1 1 1 1 1 Totass 2% M.M. Tota	\$ 2,000 \$ 1,188 \$ 175 \$ 175 \$ 175 \$ 175 \$ 161 \$	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 103 \$ 176 \$ 222 \$ 222 \$ 298,867,90 \$ 14,520,00 \$ 84,347,90 \$ 598,867,90 \$ 1,869,96 \$ 97,180,94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$14,804.00 \$10,025.00 \$100,025.00 \$14,704.42 \$98,320.58	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 189.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 155,770.40 \$ 155,770.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 116,558.92 \$ 11,558.92 \$ 11,7695.77 0.00 \$ 107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIP11 UIIP11 UIIP11 UIIP11 H10 02 000050 11-6 BABWBR1650W00C BABWBR1650W00C BABWBR1650W00 TPre-Paid 5 yea B. Item Number Monthly Upcharge EXT.HW	Unity Client Server Unity Integration Toolkit Web Enabler CA ARCServe Backup for Windo CA ARCServe Backup for Windo CA ARCServe Backup Serve CA ARCServe Backup For Windo CA ARCServe Backup Agent for ar Pro Support coverage ! Remittance Processing Server Description Non-annual billing charge - mo EXTENDED HW COVERAGE PROC:STANDUP CONSOLE	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra serial Number Serial Number APR/DIEC 7X2 512442573	s r16.5 Windows r16.5 ry Option r16.5 Vindows r16.5 Windows r16.5 Vindows r16.5 Vindow	Warranty End	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 1,795 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175 \$ 168 \$ 175	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,025,00 \$104,421 \$998,320,58	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 1974.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT H10-02-000060-11-0 BABWBR1650W02C BABWBR1650W02C BABWBR1650W02C BABWBR1650W00 BABWBR1650W000 BABWBR1650W0000 BABWBR1650W0000 BABWBR1650W0000 BABWBR1650W00000000000000000000000000000000000	Unity Client Server Unity Integration Toolkit Web Erablee CA ARCServe Backup for Windo CA ARCServe Backup Agent for I'Pro Support coverage I Remittance Processing S Description Non-annual billing charge - moe EXTENDED HW COVERAGE PROC:STANDUP CONSOLE PROC:STANDUP CONSOLE	ows Enterprise ent for Window ws r16.5 Open Files on Open	s r16.5 Windows r16.5 ry Option r16.5 Windows r16.5 lt (24 x7). Windows r16.5 Windows r16.5 Windows r16.5 Warranty Start 4 CHG 4/24/2010 4/24/2010	Warranty End 7/23/2010 7/23/2010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 79 \$ 155 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total MS Hardware Total MIS Maintenance Unit Price \$ 2,009,86 \$ 3,3214,57 \$ 13,214,57	\$32,043.11 \$85,676.39 \$117,719.50 \$116,005.97 \$116,005.97 \$116,005.97 \$13,171.44 Maint Amt \$2,009.86 \$13,214.57 \$13,214.57		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ - \$ 1,247 \$ 83 \$ 103 \$ 176 \$ 222 \$ 222 \$ 298,867,90 \$ 14,520,00 \$ 84,347,90 \$ 598,867,90 \$ 1,869,96 \$ 97,180,94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 87 \$ 171 \$ 185 \$ 233 \$14,804.00 \$10,025.00 \$100,025.00 \$14,704.42 \$98,320.58	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 189.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 155,770.40 \$ 155,770.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 182.70 \$ 198.45 \$ 248.85 \$ 116,558.92 \$ 11,558.92 \$ 11,7695.77 0.00 \$ 107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPI1 UIIPI1 UIIPI1 410-02-000050-11-G BABWBR1650W00C BABWBR1650W00C BABWBR1650W00C BABWBR1650W00C BABWBR1650W00C BABWBR1650W00C BABWBR1650W00C BABWBR1650W10C BABWBR1650W	Unity Client Server Unity Integration Toolkit Web Erabiber CA ARCServe Backup for Windo CA ARCServe Backup Gen Windo CA ARCServe Backup Gen Windo CA ARCServe Backup for Windo CA ARCServe Backup for Windo CA ARCServe Backup for Windo CA ARCServe Backup Agent for CA ARCServe Backup Agent for air Pro Support coverage to Prosupport Coverage to Remittance Processing S Description Non-annual billing charge - mo EXTENDED HW COVERAGE PROC-STANDUP CONSOLE PROC-STANDUP CONSOLE STR CMP, UNISYS, SYS: Upstree	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra ws Tape Libra ws r16.5 Open Files on through De System (RF Serial Number APK/DEC 7X 512462581 512462581 512462581	s r16.5 Windows r16.5 ry Option r16.5 Windows r16.5 Windows r16.5 Il (24 x7). Warranty Start 4 CHG 4/24/2010 4/24/2010	Warranty End 7/23/2010 7/23/2010 7/25/2010	1 1 1 1 1 1 1 1 1 Total Caty May 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 79 \$ 175 \$ 156 \$ 156 \$ 156 \$ 168 \$ 168 \$ 105 \$ 168 IMS Total IMS Maintenance Unit Price \$ 2,009,86 \$ 13,214,57 \$ 50,00	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt \$2,009.86 \$13,214.57 \$3,214.57 \$5,00		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,025,00 \$104,421 \$998,320,58	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 1974.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT H10-02-000060-11-0 BABWBR1650W02C BABWBR1650W02C BABWBR1650W02C BABWBR1650W00 BABWBR1650W000 BABWBR1650W0000 BABWBR1650W0000 BABWBR1650W0000 BABWBR1650W00000000000000000000000000000000000	Unity Client Server Unity Integration Toolkit Web Feabler CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup Agent for CA ARCServe Backup Agent for CA ARCServe Backup for Windo CA ARCServe Backup Agent for ir Pro Support coverage I Remittance Processing S Description Non-annual billing charge - mot EXTENDED HW COVASOLE PROC:STANDUP CONSOLE STR CMP, UNISYS, SYS: Upstree	ows Enterprise ent for Window ws r16.5 Open Files on ws Tape Libra ws r16.5 Open Files on through De System (RF	s r16.5 Windows r16.5 ry Option r16.5 Windows r16.5 Windows r16.5 Il (24 x7). Windows r16.5 Il (24 x7). 4 (24 x7). 4 (24 x7). 4 (24 x7).	Warranty End 7/23/2010 7/23/2010 7/25/2010 7/25/2010	1 1 1 1 1 1 1 1 1 Total Caty Caty Caty Caty Caty Caty Caty Caty	\$ 2,000 \$ 1,188 \$ 79 \$ 1,188 \$ 79 \$ 156 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total MS Hardware Total MIS Software Total IMS Maintenance Unit Price \$ 2,009.86 \$ 13,214.57 \$ 0.00 \$ 0.00	\$32,043.11 \$85,676.39 \$117,719.50 (1,773.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt \$2,009.86 \$13,214.57 \$0.00 \$0.00		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,042 \$98,320,58 \$14,804,00 \$105,025,00 \$105,025,00 \$14,804,00 \$105,025,00 \$14,804,00 \$	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 1974.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT UIIPIT UIIPIT 410-03-000056-11-4 BABWBR1650W00C "Pre-Paid 5 yea "Pid-10-10-10-10-10-10-10-10-10-10-10-10-10-	Unity Client Server Unity Integration Toolkit Web Enablee CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup For Windo CA ARCServe Backup Agent for IT Pro Support Coverage I Remittance Processing S Description Non-annual billing charge - mo ENTENDED HW COVERAGE PROC:STANDUP CONSOLE PROC:STANDUP CONSOLE STR CMP, UNISYS, SYS-Upstres STR CMP, UNISYS, AGOOGEM = 1388 ENCODER:USA-GOOGEM = 1388	ws Enterprise ent for Window ws r16.5 Open Files on ws r3pe Libra ws r16.5 Open Files on Open Files on Through Dei System (RF Serial Annuber nthly billings APPUDEC 7X2 512462573 512462581 512462581 512462581	rs r16.5 Windows r16.5 Vy Option r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Vindows r16.5 Vindo	Warranty End 7/23/2010 7/23/2010 7/23/2010 7/25/2010 7/25/2010 7/25/2010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 1,188 \$ 795 \$ 155	\$32,043.11 \$86,676.39 \$117,719.50 (1,713.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt \$2,009.86 \$13,214.57 \$0.00 \$4,772.72		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,042 \$98,320,58 \$14,804,00 \$105,025,00 \$105,025,00 \$14,804,00 \$105,025,00 \$14,804,00 \$	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIPIT UIIPIT UIIPIT 410-02-000050-11-G BABWBR1650W00C BABWBR1650W0C BABWBR1650	Unity Client Server Unity Integration Toolkit Web Erabber CA ARCServe Backup for Windo CA ARCServe Backup for Windo CA ARCServe Backup Serve CA ARCServe Backup For Windo CA ARCSERVE BACKUP FOR SERVE Remittance Processing S Remittance Processing S Description Description Description Description EXTENDED HW COVERAGE PROC:STANDUP CONSOLE PROC:STANDUP CONSOLE STR CMP, UNISYS, SYS'Upstree	ws Enterprise ant for Window ws r16.5 Open Files on ws Tape Libra ws Tape Libra ws r16.5 Open Files on through De System (RF Serial Number Serial Number 512462573 512462581 512462581 512462581 512462581 512462581	s r16.5 Windows r16.5 ry Option r16.5 Windows r16.5 Windows r16.5 Il (24 x7). Windows r16.5 Il (24 x7). 4 (24 x7). 4 (24 x7). 4 (24 x7).	Warranty End 7/23/2010 7/23/2010 7/25/2010 7/25/2010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 79 \$ 1,188 \$ 79 \$ 156 \$ 168 \$ 211 \$ 155 \$ 168 IMS Total MS Hardware Total MIS Software Total IMS Maintenance Unit Price \$ 2,009.86 \$ 13,214.57 \$ 0.00 \$ 0.00	\$32,043,11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97 2/1/13 - 1/3/14 Maint Amt \$2,009.86 \$13,214.57 \$13,214.57 \$50.00 \$50.00 \$4,772.72 \$4,772.72		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,042 \$98,320,58 \$14,804,00 \$105,025,00 \$105,025,00 \$14,804,00 \$105,025,00 \$14,804,00 \$	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIP11 UIIP11 410-02-000050-11-4 BABWBR1650W00C BABWBR1650W0C BABWB	Unity Client Server Unity Integration Toolkit Web Enables CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup Server CA ARCServe Backup For Windo CA ARCServe Backup For Windo CA ARCServe Backup Agent for CA ARCServe Backup For Windo CA ARCSERVE Backup	ows Enterprise ent for Window ws r16.5 Open Files on Tape Libra ws r16.5 Open Files on through De System (RF Sys	rs r16.5 Windows r16.5 Vy Option r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Vindows r16.5 Vindo	Warranty End 7/23/2010 7/23/2010 7/23/2010 7/25/2010 7/25/2010 7/25/2010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 1,188 \$ 795 \$ 155	\$32,043.11 \$85,676.39 \$117,719.50 (1,773.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt \$2,009.86 \$13,214.57 \$0.00 \$4,772.72 \$4,772.72 \$4,772.72		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,042 \$98,320,58 \$14,804,00 \$105,025,00 \$105,025,00 \$14,804,00 \$105,025,00 \$14,804,00 \$	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIP11 UIIP11 UIIP11 410-02-000050-11-G BABWBR1650W00C BABWBR1650W00 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C BABWBR1650W0C BABW	Unity Client Server Unity Integration Toolkit Web Erasible CA ARCServe Backup for Windo CA ARCServe Backup Agent for ar Pro Support coverage to Proceed to the Coverage of the Coverage for the C	ws Enterprise and for Window ws r16.5 Open Files on ws r16.5 Open Files on through De System (RF Serial Number through De \$12462581 \$12462573 \$12462581 \$12462581 \$12462581 \$12462581 \$12462581 \$12462581 \$12462581	sr16.5 Windows r16.5 ry Option r16.5 Windows r16.5 Windows r16.5 Il (24 x7). Warranty Start 4 CHG 4/24/2010 4/24/2010 4/24/2010 4/24/2010 4/24/2010 4/24/2010 4/24/2010	Warranty End 7/23/2010 7/23/2010 7/25/2010 7/25/2010 7/25/2010 7/25/2010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 795 \$ 175 \$ 175 \$ 176 \$ 177 \$ 176 \$ 177 \$	\$32,043.11 \$85,676.39 \$117,719.50 (1,713.53) \$116,005.97 2/1/13- 1/31/14 Maint Amt \$2,009.86 \$13,214.57 \$0.00 \$0.00 \$4,772.72 \$41,608.49 \$11,608.49		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,042 \$98,320,58 \$14,804,00 \$105,025,00 \$105,025,00 \$14,804,00 \$105,025,00 \$14,804,00 \$	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)
UNIP11 UIIP11 UIIP11 410-02-000050-11-G BABWBR1650W00C BABWBR1650W00 BABWBR1650W00 BABWBR1650W00 BABWBR1650W00C BABWBR1650W0C BABW	Unity Client Server Unity Integration Toolkit Web Enables CA ARCServe Backup for Windo CA ARCServe Backup Client Age CA ARCServe Backup Server CA ARCServe Backup For Windo CA ARCServe Backup For Windo CA ARCServe Backup Agent for CA ARCServe Backup For Windo CA ARCSERVE Backup	ows Enterprise ent for Window ws r16.5 Open Files on Tape Libra ws r16.5 Open Files on through De System (RF Sys	rs r16.5 Windows r16.5 Vy Option r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Windows r16.5 Vindows r16.5 Vindo	Warranty End 7/23/2010 7/23/2010 7/23/2010 7/25/2010 7/25/2010 7/25/2010	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 2,000 \$ 1,188 \$ 1,188 \$ 795 \$ 155	\$32,043.11 \$85,676.39 \$117,719.50 (1,773.53) \$116,005.97 2/1/13 - 1/31/14 Maint Amt \$2,009.86 \$13,214.57 \$0.00 \$4,772.72 \$4,772.72 \$4,772.72		\$	\$ 1,513 \$ 1,513 \$ 1,513 \$ 1,247 \$ 83 \$ 163 \$ 176 \$ 222 \$ 222 \$ 34,520.00 \$ 384,347.90 \$ 398,867.90 \$ 14,680.96 \$ 397,190.94 \$ 2/1/15-1/31/16 Maint Amt	\$ 2,205 \$ 2,205 \$ 1,309 \$ 171 \$ 185 \$ 233 \$100,025,00 \$104,804,00 \$85,221,00 \$100,025,00 \$104,025,00 \$104,042 \$98,320,58 \$14,804,00 \$105,025,00 \$105,025,00 \$14,804,00 \$105,025,00 \$14,804,00 \$	\$ 2,247.00 \$ 2,247.00 \$ 1,334.00 \$ 1334.00 \$ 174.00 \$ 189.00 \$ 189.00 \$ 237.00 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40 \$ 102,567.40	\$ 2,359.35 \$ 2,359.35 \$ 1,400.70 \$ 93.45 \$ 198.45 \$ 248.85 \$ 107,695.77 \$107,695.77 \$107,695.77 \$107,695.77	\$107,562.43 \$512,078.14 \$619,640.57 (6,682.89)

21600-URI	SYS:UPSTREAM REAR IMAGE	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UJR	STR CMP, UNISYS, ACC: Upstro	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UJR	STR CMP, UNISYS, ACC: Upstro	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UFI	SYS: UPSTREAM FRONT IMAGE	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UFI	SYS:UPSTREAM FRONT IMAGE	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UCR	STR CMP, UNISYS, SYS: Upstre	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UCR	STR CMP, UNISYS, SYS: Upstre	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UCF	STR CMP, UNISYS, SYS:Upstre	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-UCF		512462573	4/24/2010		-								
	STR CMP, UNISYS, SYS:Upstre			7/25/2010	-	\$0.00	\$0.00						
21600-2FE	FEEDER: SECONDARY MERGE F	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-2FE	FEEDER: SECONDARY MERGE F		4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-EME	LS ENCODER: E13B MICR	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-EME	LS ENCODER: E13B MICR	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-LCH	Feeder:Large Capcity Hopper	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-LCH	Feeder:Large Capcity Hopper	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-RMN	Rear Inkjet Endorser	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-RMN	Rear Inkjet Endorser	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-MCR	READER: E13B/CMC7 MICR AU	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-MCR	READER: E13B/CMC7 MICR AU	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21610-SSE	STACKER: 12 POCKETS	512389412	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21610-SSE	STACKER: 12 POCKETS	512389420	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-TCP	Transport Controller Interface	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-TCP	Transport Controller Interface	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-FPT	TOUCH PANEL DISPLAY	512462573	4/24/2010	7/25/2010	1	\$0.00	\$0.00						
21600-FPT	TOUCH PANEL DISPLAY	512462581	4/24/2010	7/25/2010	1	\$0.00	\$0.00			1			
NDP9999-UTB	Track controller	CX1T9K1			1	\$277.83	\$277.83	\$0.00	n/a	n/a	n/a	n/a	
NDP9999-UTB	Track controller	237NT I1	1	-	4	\$277.03 \$277.03	\$277.83 \$277.83	\$0.00	100	100	17.0	17.0	
NDP9999-UTC	WRKST COMBINED UPSTREAM				2	\$ 351	9211:03	\$ 614	\$ 772	\$ 810	\$844.00	\$886.20	
EXT.HW	EXTENDED HW COVERAGE	APR/DEC 7X2	A HW CUC		1	\$ \$534.71	\$534.71	\$0.00	\$ 772	- 010	ф044.00	3000.20	
NCD-2241-S001	PC, NCR, 3241 Workstation (DE	UDOPO71	11/16/2005	11/16/2006	1	\$216.09	\$216.09	\$0.00	n/a	n/a	n/a	n/a	
2499 2625 9090	DELL E772S Monitor	MX0C605847	11/16/2005	11/16/2006	1	\$94.92	\$04.92	\$0.00	n/a	n/a	n/a	n/a n/a	
3498-2414-8090	DELL F773S Monitor	MXOV135247	1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$0.00					
			, ,					40.00	n/a	n/a	n/a	n/a	
3498-2414-8090 2498-2414-8090	Monitor 17" Color CRT (DELL)	MXOY135247 CNOY135247	1/14/2005	1/15/2008	+	\$94.82	\$94.82	\$0.00	n/a	n/a	n/a	n/a	
	Monitor 17" Color CRT (NCR)		1/14/2005	1/15/2008	1	\$94.82	\$94.82	\$0.00	n/a	n/a	n/a	n/a	
3498-2390-8090	19" COL.26MMDP,TC095	9034023307	8/1/2000	8/1/2003	1	\$143.33	\$143.33	\$0.00	n/a	n/a	n/a	n/a	
3498-2390-8090	19" COL.26MMDP,TC095	9034023535	8/1/2000 8/1/2000	8/1/2003 8/1/2003	1	\$143.33 \$143.33	\$143.33 \$142.22	\$0.00	n/a	n/a	n/a	n/a	
3498 2390 8090	19" COL 26MMDP TC095	EC2640477										n/a	
						4.1.0.00		\$0.00	n/a	n/a	n/a		
3498-2390-8090	19" COL.26MMDP,TC095	9034023169	8/1/2000	8/1/2003	+	\$143.33	\$143.33	\$0.00	n/a	n/a	n/a	n/a	
3498 2390 8090	19" COL.26MMDP,TC095	9034023169 9034023806	8/1/2000 8/1/2000	8/1/2003 8/1/2003	1	\$143.33 \$143.33	\$143.33 \$143.33	\$0.00 \$0.00	n/a n/a	n/a n/a	n/a n/a	n/a n/a	
3498-2390-8090 3498-2390-8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169 9034023806 L6A9PHA249	8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003	1 1	\$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00	n/a n/a n/a	n/a n/a n/a	n/a n/a n/a	n/a n/a n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249	8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003	1	\$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00	n/a n/a	n/a n/a	n/a n/a	n/a n/a	
3498 2390 8090 3498 2390 8090 3498 2390 8090 3498 2390 8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249 S6A90HD963	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003	1 1 1 1	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a n/a n/a	n/a n/a n/a	n/a n/a n/a	n/a n/a n/a n/a n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249	8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003	+ + + + +	\$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00	n/a n/a n/a n/a	n/a n/a n/a n/a	n/a n/a n/a n/a	n/a n/a n/a n/a	
3498 2390 8090 3498 2390 8090 3498 2390 8090 3498 2390 8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249 S6A90HD963	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003	1 1 1 1	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169- 9034023806- L6A9PHA249- L6A9PHA249- S6A90HD963- 9034023304-	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003	+ + + + + +	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090	19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095 19" COL.26MMDP,TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249 \$6A90HD963 9034023304 L6A9PHA179	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003	+ + + + + + +	\$143.33 \$142.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a n/a n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a n/a n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090	19" COL. 26MMDP, TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249 S6A90HD963 9034023304 L6A9PHA179 9034023083	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003	+ + + + + + + + +	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090	19" COL.26MMDP.TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249 S6A90HD963 9034023304 L6A9PHA249 9034023083 L6A9PHA249	8/1/2000 8/1/2000 9/1/2000 0/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003	+ + + + + + + + + +	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$142.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a	n/a	n/a n/a n/a n/a n/a n/a n/a n/a n/a	n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 NCR-3241-5001	19° COL_26MMDP,TC095 PC,NCR_3241 Workstation (b)	9034023169 9034023806 L6A9PHA249 L6A9PHA249 S6A90HD963 9034023304 L6A9PHA179 9034023083 L6A9PHA249 7KP6V51	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 1/14/2005	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 1/15/2008	1 1 1 1 1 1 1 1 1 1	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a	n/a	n/a	n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a	
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3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 NCR-3241-5801 NCR-3241-5801 NCR-3241-5801 NCR-3241-5801	19" COL. 26MMDP.TC095	9034023169 9034023806 L6A9PHA249 L6A9PHA249 9034023304 L6A9PHA179 9034023083 L6A9PHA249 7KP6V51 7JP6V51 3KP6V51 8KP6V51 1GP6V51	8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 8/1/2000 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 1/15/2008 1/15/2008 1/15/2008 1/15/2008	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$140.93 \$216.09 \$216.09 \$216.00 \$216.00	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$214.09 \$216.09 \$216.09	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	n/a	n/a	n/a	n/a	
3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 3498-2390-8090 NCR-3241-5001 NCR-3241-5001 NCR-3241-5001 NCR-3241-5001 NCR-3241-5001 NCR-3241-5001	19" COL. 26MMDP, TC095	9034023169 9034023806 <u>EAAPPHA249</u> EAAPPHA249 9034023304 <u>EAAPPHA249</u> 9034023304 <u>EAAPPHA219</u> 9034023083 <u>FAAPPHA249</u> 3KPOV51 3KPOV51 8KPOV51 GUPEV51 GUPEV51 GUPEV51	8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 1/15/2006 1/15/2006 1/15/2006 1/15/2006 1/15/2006 1/15/2006 1/15/2006 1/15/2006 1/15/2006 1/15/2006	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$216-69 \$216-69 \$216-69 \$216-69 \$216-69 \$216-69	\$143.33 \$1443.34 \$1443.33 \$1443.33 \$1443.33 \$1443.33 \$1443.33 \$1443.33 \$1443.33 \$2146.09 \$2246.00 \$224	\$0.00 \$0.00	n/a	n/a	n/a	n/a	
2498-2390-0000 3499-2390-0090 3499-2390-0090 3498-2390-0090 3498-2390-0090 3498-2390-0090 3498-2390-0090 3498-2390-0090 NGR-3241-5001 NGR-3241-5001 NGR-3241-5001 NGR-3241-5001 NGR-3241-5001 NGR-3241-5001 NGR-3241-5001	19° COL 26MMDP.TC005 19° COL 2	9034023160 9034023160 9034023806 6A9PHA249 \$6A9PHA249 \$6A9PHA219 903402308 6A9PHA249 7KP6V51 7JP6V51 3KP6V51 8KP6V51 8KP6V51 4CP6V51 6CP6V51 6CP6V51 6CP6V51 6CP6V51	8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 8/1/2006 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005 1/14/2005	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2008 1/15/2008 1/15/2008 1/15/2008 1/15/2008 1/15/2008 1/15/2008	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$216.69 \$216.69 \$216.69 \$216.69 \$216.69 \$216.69 \$216.69	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$246.09 \$216.09 \$216.09 \$226.09 \$226.09 \$226.09 \$226.09 \$226.09 \$226.09	\$0.00 \$0.00	n/a	1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	n/a	1/3 1/3 1/3 1/3 1/4 1/4 1/4 1/5 1/6 1/6 1/6 1/6 1/6 1/6 1/6 1/6 1/6 1/6	
3498.2390.8090 3498.2390.6090 3498.2390.6090 3498.2390.8090 3498.2390.8090 3498.2390.8090 3498.2390.8090 3498.2390.8090 3498.2390.8090 NCR-3241-5091 NCR-3241-5091 NCR-3241-5091 NCR-3241-5091 NCR-3241-5091 NCR-3241-5091 NCR-3241-5091 NCR-3241-5091	19" COL_26MMDP_TC095 PC_ NGR_241 Workstation PC_ NGR_3211 Workstation	9034023169 9034023806 E6A9PHA249 E6A9PHA249 E6A9PHA249 9034023304 E6A9PHA219 9034023083 EA9PHA219 34PeV51 34PeV51 34PeV51 34PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51 64PeV51	8/1/2008 8/1/2009 8/1/200	8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009 1/15/2009	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$216-00 \$216-0	\$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$143.33 \$214.00 \$214.0	\$0.00 \$0.00	n/a	n/a	n/a	n/a	
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1498-2390-0000 1499-2390-00900 1499-2390-00900 1499-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2390-00900 1498-2391-5001	19" COL_26MMED.TC005 10" COL_2	90340231-07 903402331-07 9034023306 LEAOPHA249 LEAOPHA249 LEAOPHA249 LEAOPHA249 PO34023031 LEAOPHA249 PO34023031 LEAOPHA249 PO34023031 LEAOPHA249 PO34023031 LEAOPHA249 PO34023031 LEAOPHA249 PO34023031 LEAOPHA249 PO340231 LEAOPHA249 PO340231 LEAOPHA249 PO451 LEAOPHA249 LEAOPH	8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2006 8-7/2005	9/4/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2003 8/1/2009 1/15/2000	+ + + + + + + + + + + + + + + + + + +	\$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$216-00 \$216-0	\$143-33 \$143-34 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$143-33 \$144-3	\$0.00 \$0.00	n/a	n/a	1/3 1/3 1/3 1/3 1/3 1/3 1/3 1/3 1/3 1/3	1/a	
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3538-Г332	146GB 10K RPM SAS 2.5" Hot F		16	\$0.00	\$0.00						
3538-F370	Dual 2-Port Embed Broadcom 5		2	\$0.00	\$0.00						
3538 F375	Intel PRO 1000PT 1GBE Dual Pr		2	\$0.00	\$0.00						
3538-F461	Keyboard and Optical Mouse, U		2	\$0.00	\$0.00						
3538-F595	DVD+/-RW. SATA. Internal		2	\$0.00	\$0.00						
2528 F619	High Output Power Supply, Red	-	2	\$0.00	\$0.00						
3538-F621	x8 Chassis for Up to Eight 2.5	-	2	\$0.00	\$0.00						
	, ,	<u> </u>									
3538-F625	PowerEdge R710		2	\$0.00	\$0.00						
3538 F630	Bezel		2	\$0.00	\$0.00						
3538-F750	NEMA 5-15P to C14 WallPlug,1		2	\$0.00	\$0.00						
3538-F950	NCR OEM 3538 Platform, CFI#		2	\$0.00	\$0.00						
3538 K561	1.44MB USB Floppy Drive, Exte		2	\$0.00	\$0.00						
EXT.WARR —	Extended Warranty RPS IQA STATION		+	\$0.00	\$0.00						
NCR 3256 S001	NCR 3256 Minitower Workstatic 6B7WGK1 4/24/2010	4/23/2013	1	\$169.00	\$169.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3256-F596	16X DVD-ROM 6B7WGK1 4/24/2010	4/23/2013	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3498-1708-8090	17 UltraSharp Flat Panel LCD M CNOG434H71 4/24/2010	4/23/2013	+	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
341 4963	Dell Single Channel ultra 320 81168		1	\$38.59	\$38.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
21600-TCP	Transport Controller Interface Board	l	2	s -		s -	s -	s .	\$0.00	\$0.00	
Dell-R720-R009*	Dell PowerEdge R720 (Rack)	 	1	s -		n/a	\$.	\$	\$0.00	\$0.00	
7430 0631 6082	Lexmark Printer 30ppm T630N 9922PBP 1/14/2005	4/16/2005	1	\$525.89	\$525.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7430-0631-6082	Lexmark Printer 30ppm T630N 9922PBD 1/14/2005	4/16/2005	1	\$525.89 \$ 278	\$525.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
30G0107	Lexmark T650dtn Network Rea S451432HH0M26V			¥ 2,0		\$ 243	\$ 306	\$ 322	\$334.00	\$350.70	
30G0100	Lexmark T 650n - printer 793RRFR		1	\$203.96	\$203.96	\$385.00	\$405.00	\$425.00	\$442.00	\$464.10	
SUPP.EXT	EXTENDED SOFTWARE SUPPOI		1	\$3,252.38	\$3,252.38	\$3,250.00	\$3,250.00	\$3,250.00	\$3,312.00	\$3,477.60	
7780IMAGE	7780 2 Pass Remittance Softwa		1	\$10,494.70	\$10,494.70	\$10,915.00	\$11,460.00	\$12,034.00	\$12,265.00	\$12,878.25	
7780IMAGE-ADD	2 Pass Remittance Software - A		1	\$5,713.00	\$6,298.58	\$6,552.00	\$6,880.00	\$7,224.00	\$7,363.00	\$7,731.15	
RPSX-SERT-0030	ImageRPS Servr(NT) 1-30 Usrs		+	\$5,466.00	(\$6,026.27)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
IDTIMAGE-10	ImageRPS (IDT) S/W 1-10 Usrs		10	\$1,576.57	\$15,765.75	\$16,401.00	\$17,221.00	\$18,082.00	\$18,429.00	\$19,350.45	
IDTIMAGE-20	ImageRPS (IDT) S/W 11-20 Us		6	\$1,576.57	\$9,459.45	\$9,841.00	\$10,333.00	\$10,849.00	\$11,057.00	\$11,609.85	
7780IMAGEOCR-HS	Image RPS 7780 OCR S/W		2	\$2,100,26	\$8,401.05	\$8,738.00	\$9,175.00	\$9,634,00	\$9.819.00	\$10,309,95	
7780IMAGEOCR HS			1	\$3.810.00	(\$4.200.53)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
IMGARC -	ImageRPS Archive Base	-	+	\$3,150.95	\$3.150.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
IMGARCCONCUR -	1 User Archive Research & Retr		20	\$5,130.73 \$524.79	\$10.495.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
IMGARCCSERV				\$524.79 \$524.79	\$10,475.00 \$524.79						
	Web Archive(1license per web		1	400		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
GRAYSCRECO	Gray Scale Recognition Sftware	ļ	2	\$11,964.33	\$23,928.66	\$24,887.00	\$26,131.00	\$27,438.00	\$27,965.00	\$29,363.25	
RPSX-FPRO-FMAT	FoxPro Reformatter	ļ	+	\$1,051.79	\$1,051.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RPSX-IRPS-FMAT-15	ImageRPS Reformatter	1	1	\$1,051.79		\$1,094.00	\$1,149.00	\$1,206.00	\$1,229.00	\$1,290.45	
TRANINT-CLASS1.75	Opex 3600 Interface Unit 1		1	\$2,548.98	\$2,548.98	\$2,651.00	\$2,784.00	\$2,923.00	\$2,979.00	\$3,127.95	
TRANINT-CLASS1.75	Opex 3600 Interface Unit2+		1	\$1,530.27	\$1,530.27	\$1,593.00	\$1,672.00	\$1,756.00	\$1,790.00	\$1,879.50	
TRANINT-CLASS1.75	Opex 36xx Interface Unit 2+		2	\$ 1,200		\$ 2,100	\$ 2,640	\$ 2,772	\$2,825.00	\$2,966.25	
310-RPSWAUIQA-07	IMAGERPS Image Quality Assur		+	\$1,961.35	\$1,961.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
310 RPSWAUIQA 07	IMAGERPS Image Quality Assuran	İ	-1	(\$988.74)	(\$660.95)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
356-OEC-0025-08	Optima3 ImageRPS Electronic (1	1	\$2.094.75	\$2.094.75	\$2,159.00	\$2,267.00	\$2,380.00	\$2,426.00	\$2,547.30	
IDTIMAGE+-20-08	ImageRPS Workstation Software	 	1	\$1,384.00	\$0.00	\$1,453.00	\$1,526.00	\$1,602.00	\$1,633.00	\$1,714.65	
RPSARC-0065-08	RPS ARC Module >6,500,001	 	1	\$5,039.53	\$5,039.53	\$5,448.00	\$5,721.00	\$6,007.00	\$6,122.00	\$6,428.10	
RPS-PDB-WKG-ADD-	ImageRPS Workgroup DB - Add	I	1	\$5,034.53 \$185.00	(\$203.96)	\$5,448.00	\$3,721.00	\$0.00	\$0,122.00	\$0,428.10	
	3	 									
LAR-RECO-1MIL-ADI		ļ	3	\$1,443.17	\$4,329.52	\$4,505.00	\$4,730.00	\$4,966.00	\$5,061.00	\$5,314.05	
21600 TNT	CAPI	ļ	1	\$750.80	\$750.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NDP9999-TPX	Windows XP Software TC		2	\$445.41	\$890.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
892455	PCAnywhere32		11	\$54.00	\$654.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
892455	PCAnywhere32		-11	(\$654.89)	(\$654.89)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3241-F670	XP Professional		20	\$35.28	\$705.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3241-F670	XP Professional		1	\$35.28	\$35.28	\$0.00	n/a	n/a	n/a	n/a	

			,							
3256-F690	Windows XP pro SP3 w/vista bt 6B7WGK1	+	\$39.69	\$39.69	\$0.00	n/a	n/a	n/a	n/a	
3538-F820	WinSvr 2003,Std Ed, Includes5C H77JJL1	1	\$273.42	\$273.42	\$0.00	n/a	n/a	n/a	n/a	
3538 F820	WinSvr 2003,Std Ed,Includes5C J77JJL1	1	\$273.42	\$273.42	\$0.00	n/a	n/a	n/a	n/a	
458290	Windows Server 2003-License -	1	\$183.02	\$183.02	\$0.00	n/a	n/a	n/a	n/a	
SCRN-SCRP	Screen Scrape	1	\$4,049.48	\$4,049.48	\$4,172.00	\$4,380.00	\$4,599.00	\$4,687.00	\$4,921.35	
511 CUST WESC CP	Custom Programming Hourly	20	\$40.00	(\$882.00)	\$0.00	n/a	n/a	n/a	n/a	
WINZIP	WinZIP	1	\$9.92	\$9.92	\$11.00	\$11.00	\$12.00	\$13.00	\$13.65	
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32	+	\$59.54	\$59.54	\$0.00	n/a	n/a	n/a	n/a	
736685	Software, Visual FoxPro, v9	1	\$135.61	\$135.61	\$0.00	n/a	n/a	n/a	n/a	
BABWBR1250W22	ARCserve Backup R12.5 - Client	+	\$163.17	\$163.17	\$0.00	n/a	n/a	n/a	n/a	
BABWBR1250W00	ARCserve Backup for Windows	2	\$163.17	\$326.34	\$0.00	n/a	n/a	n/a	n/a	
BABWBR1250W09	ARCserve Backup R12.5 Open	1	\$167.58	\$167.58	\$0.00	n/a	n/a	n/a	n/a	
BABWBR1250W01C4	ARCserve Backup R12.5 - Tape	+	\$125.51	\$206.17	\$0.00	n/a	n/a	n/a	n/a	
EPICWARE 0240*	EPICWARE Annual Fee	1	\$10,264.28	\$10,264.28	\$0.00	n/a	n/a	n/a	n/a	
21600-TNT	CAPI	1	\$750.80	\$750.80	\$0.00	n/a	n/a	n/a	n/a	
RPS-PDBV10-5-07	ImageRPS Workgroup DB- 5 User	+	\$1,817.00	\$1,833.46	\$0.00	n/a	n/a	n/a	n/a	
RPS PDDBV10 WKG	ImageRPS Workgroup DB Addl User	28	\$157.00	\$4,414.41	\$0.00	n/a	n/a	n/a	n/a	
356-CUST-WFSC-CP	Custom Programming w/Maint	19	\$0.08	\$775.06	\$798.00	\$838.00	\$880.00	\$897.00	\$941.85	
Monthly Upcharge	Non-annual billing charge - monthly billings									
21600-LTNU7	MS Win 7 Capi SW Update 600dpm	2	\$ 1,200		\$ 2,100	\$ 2,640	\$ 2,772	\$2,825.00	\$2,966.25	
NDP9999-TP7	Windows 7 for Track Controller	2	\$ 305		\$ 508	\$ 641	\$ 673	\$686.00	\$720.30	
WS-C2960-48TT-L	Cisco Catalyst 2960-48 Port 10/100 Ethernet Switch	+	\$ 386		\$0.00	n/a	n/a	n/a	n/a	
RPS-PAPPSREGBUN-	AppServer Enterprise 5 user license bundle - Registered	1	\$ 110		\$ 92	\$ 116	\$ 122	\$124.00	\$130.20	
RPS-PAPPSREGIND-I	AppServer Enterprise 1 user license - Registered	35	\$ 22		\$ 642	\$ 809	\$ 849	\$866.00	\$909.30	
RPS-PDBV11-ENT-5-	ImageRPS Enterprise Database - 5 User	1	\$ 1,143		\$ 953	\$ 1,200	\$ 1,260	\$1,284.00	\$1,348.20	
RPS-PDBV11-ENT-AD	ImageRPS Enterprise Database - Additional User	35	\$ 139		\$ 4,054	\$ 5,108	\$ 5,363	\$5,466.00	\$5,739.30	
RPS-PTDE-12	Progress Transparent Data Encryption	40	\$ 29		\$ 967	\$ 1,218	\$ 1,279	\$1,303.00	\$1,368.15	
310-MAVROCUSMOE	Mavro Custom Module	1	\$ 8,300		\$ 6,917	\$ 8,715	\$ 9,151	\$9,326.00	\$9,792.30	
BABWBR1650W22	CA ARCserve Backup Client Agent for Windows r16.5	1	\$ 79		\$ 66	\$ 83	\$ 87	\$89.00	\$93.45	
BABWBR1650W00	CA ARCserve Backup for Windows r16.5	4	\$ 155		\$0.00	n/a	n/a	n/a	n/a	
BABWBR1650W09C4	CA ARCserve Backup Agent for Open Files on Windows r16.5	1	\$168		\$0.00	n/a	n/a	n/a	n/a	
1234838-1600	Orbograph Accura XV™	1	\$ 3,017		\$ 2,514	\$ 3,168	\$ 3,326	\$3,390.00	\$3,559.50	
310-01-000001-10-0	ImageRPS SQL Reformatter Basic Database Service	1	\$ 1,850		\$ 1,850	\$1,850.00	\$1,850.00	\$1,850.00	\$1,942.50	
ı	, , ,	RPS to	otal	\$ 169,176	\$ 157,259	\$ 169,431	\$ 177,647	\$ 181,713	\$ 190,799	
					,	,	1,000	,		6 Year RPS total
		R	PS Hardware Total	\$44,513.60	\$30,028.48	\$31,715.00	\$33,300.00	\$34,632.00	\$36,363.60	\$210,552.6
			RPS Software Total	\$124,662.46	\$127,231.00	\$137,716.00	\$144,346.89	\$147,081.00	\$154,435.05	\$835,472.4
			RPS Maintenance	\$169,176.06	\$157,259.48	\$169,431.00	\$177,646.89	\$181,713.00	\$190,798.65	\$1,046,025.0
			ulti-Yr SW Discount	(2,493.25)	(2.544.62)	(2,754.32)	(2.886.94)	0.00	0.00	(10,679.13
			RPS Maintenance	\$166,682.81	\$154,714.86	\$166,676.68	\$174,759.95	\$181,713.00	\$190,798.65	\$1,035,345.9
		100	i i i o maillellalice	₹100,002.01	φ134,714.00	¥100,070.00	¥174,739.93	161,713.00	ψ190,796.03	ψ1,U33,343.93
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AMENDMENT NUMBER THREE TO CONTRACT NUMBER 76070 FOR MAINTENANCE AND SUPPORT SERVICES OF OPEX CORPORATION MAIL PROCESSING EQUIPMENT

This Amendment Number Three, dated as of <u>December 11</u>, 2018, (together with all Exhibits, Schedules, and Attachments hereto, "Amendment Number Three") to Contract Number 76070 (as defined below) is entered into by and between the County of Los Angeles ("County") and OPEX Corporation, a New Jersey corporation ("Contractor"), to provide equipment Maintenance and Support Services based on the following recitals:

WHEREAS, County and Contractor have entered into that certain Contract Number 76070, dated as of April 3, 2007, (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, "Contract") for mail processing equipment that supports the County Treasurer and Tax Collector's ("TTC") remittance processing system, which includes mandated operations of collecting secured and unsecured property taxes. Initial capitalized terms used in this Amendment Number Three without definition have the meanings given to such terms in the Contract;

WHEREAS, County and Contractor entered into Amendment Number One to the Contract dated as of March 2011, that among other things described therein, extended the Contract for two years with two one-year option renewals;

WHEREAS, County and Contractor entered into Amendment Number Two to the Contract dated as of March 17, 2015, that among other things described therein, extended the Contract for two years with two one-year option renewals;

WHEREAS, County and Contractor desire to further extend the Contract for eight months and four month-to-month options for a maximum total of twelve months for the continued Maintenance and Support Services of the applicable mail processing hardware equipment, and to make such other changes described herein, all as further described in, and subject to the terms and conditions of this Amendment Number Three;

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment Number Three, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

- Amendment Number Three Effective Date. This Amendment Number Three shall be effective as of February 1, 2019, or the date first set forth above, whichever is later (Amendment Number Three Effective Date) and has been executed by an authorized officer of Contractor and has been approved by County's Board of Supervisors (Board).
- 2. <u>Section 4.0 (Term of Contract)</u>. Amend the Contract to restate Section 4.0 (Term of Contract) in its entirety, as follows:

4.0 TERM OF CONTRACT

- 4.1 This Contract is effective upon the Amendment Number Three Effective Date for an initial period of eight months with four optional month-to-month extensions, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 Contractor shall invoice the County in advance for the initial eightmonth period, and in advance for each of the optional four month-to-month extensions requested by the TTC.
- 4.3 The amended term of this Contract shall begin on the Amendment Number Three Effective Date and if all optional renewals are exercised shall continue through January 31, 2020, which reflects one eightmonth period with four optional month-to-month extensions, for a maximum twelve-month renewal at the sole discretion of the TTC. Any extension shall be subject to Contractor's rates set forth in the revised Exhibit B amended in accordance with this Amendment Number Three.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.

3. <u>Section 5.0 (Contract Sum)</u>. Amend the Contract to restate Subsection 5.1 (Contract Sum) in its entirety, as follows:

5.0 CONTRACT SUM

- 5.1 The Contract Sum under this Contract shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services, and other work requested and specified under this Contract in accordance with the amounts set forth in the revised Exhibit B, Equipment and Pricing Schedule, amended in accordance with this Amendment Number Three. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein or in a Change Notice or Amendment.
- 4. <u>SubSection 5.8 (Default Method of Payment).</u> Amend the Contract to add new Subsection 5.8 as follows:

5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.8.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds

- Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).
- 5.8.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.8.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
- Subsection 8.1 (<u>Assignment and Delegation/Mergers or Acquisitions</u>). Amend the Contract to restate Subsection 8.1 (<u>Assignment and Delegation/Mergers or Acquisitions</u>) in its entirety, as follows:
 - 8.1.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
 - 8.1.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
 - 8.1.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),

- corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- Subsection 8.11 (Consideration of Hiring GAIN/GROW Program Participants).
 Amend the Contract to restate the Subsection 8.11 (Consideration of Hiring GAIN/GROW Program Participants) in its entirety, as follows:

8.11 Consideration of Hiring GAIN/GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
- Subsection 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law). Amend the Contract to restate the Subsection 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law) in its entirety, as follows:

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The

Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

- 8. <u>Subsection 8.15 (County's Quality Assurance Plan)</u>. Amend the Contract to restate Subsection 8.15 (County's Quality Assurance Plan) in its entirety, as follows:
 - 8.15 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.
- Subsection 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law).
 Amend the Contract to restate the Subsection 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law) in its entirety, as follows:

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.32.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.
- 10. New Subsection 8.51 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Amend the Contract to add new Subsection 8.51 (Compliance with County's Zero Tolerance Policy on Human Trafficking) as follows:

8.51 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

11. <u>New Subsection 8.52 (Compliance with Fair Chance Employment Practices)</u>. Amend the Contract to add new Subsection 8.52 (Compliance with Fair Chance Employment Practices) as follows:

8.52 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

- 12. Exhibit B (Equipment and Pricing Schedule Revised under Change Notice Ten).
 Replace Exhibit B (Equipment and Pricing Schedule Revised under Change Notice Ten) to the Contract with the attached revised Exhibit B (Equipment and Pricing Schedule Revised under Amendment Number Three).
- 13. <u>No Other Amendments; Effect on Contract</u>. Except as expressly provided in this Amendment Number Three, all other terms and conditions of the Contract shall remain the same and in full force and effect.
- 14. <u>Authority</u>. Contractor and the persons executing this Amendment Number Three on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number Three for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 15. <u>Governing Law</u>. This Amendment Number Three shall be governed by and construed in accordance, with the laws of California State applicable to agreements made and to be performed within California State.

/ / / / / / /

76070 Supplement No.

IN WITNESS WHEREOF, Contractor has executed this Amendment Number Three, or caused it to be duly executed and the County, by order of its Board of Supervisors, has caused this Amendment Number Three to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

By Chair, Board of Supervisors

CONTRACTOR

OPEX Corporation

Signature

Winnie W. Chow

Print Name

Asst. Dir., Corp. & Legal Affairs

Title

ATTEST:

CELIA ZAVALA Executive Officer Board of Supervisors

Deputy

TOF LOS

Hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA

Executive Officer

Clerk of the Board of Supervisors

By Janya Ru Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By: ____

Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25

DEC 1 1 2018

CELIADAVALA EXECUTIVE OFFICER

EXHIBIT B EQUIPMENT AND PRICING SCHEDULE

MAINTENANCE PRICING SCHEDULE 2/1/2019 - 1/31/2020

MACHINE DESCRIPTION Model 51	ANNUAL	8 Months Advance	4 Months Month to Month
Serial # 15294	\$2.225.00	¢1 EE0 00	£060.44
Serial # 15294 Serial # 15295	\$2,325.00 \$2,325.00	\$1,550.00 \$1,550.00	\$862.11 \$862.11
Model 72	\$2,325.00	\$1,550.00	ф00Z.11
Serial #17906	\$2,210.00	\$1,473.33	\$819.46
Serial #17907	\$2,210.00	\$1,473.33	\$819.46
Model AS3600i	\$2,210.00	ψ1,17 0.00	φο τοι το
Serial #A0357	\$10,115.00	\$6,743.33	\$3,750.64
Serial #A0358	\$10,115.00	\$6,743.33	\$3,750.64
1D Barcode Annual License Fee	\$210.00	\$140.00	\$77.87
1D Barcode Annual License Fee	\$210.00	\$140.00	\$77.87
Model AS7200			
Serial #A02868	\$9,455.00	\$6,303.33	\$3,505.91
Serial #A02869	\$9,455.00	\$6,303.33	\$3,505.91
1D Barcode Annual License Fee	\$210.00	\$140.00	\$77.87
1D Barcode Annual License Fee	\$210.00	\$140.00	\$77.87
Data Matrix Barcode Annual License Fee	\$240.00	\$160.00	\$88.99
Data Matrix Barcode Annual License Fee	\$240.00	\$160.00	\$88.99
MPE 7.5*			
Serial #F036			
Base Machine	\$14,335.00	\$9,556.67	\$5,315.42
Image Camera			
Image Camera	2121222	******	
Orienter This is a second of the second of t	\$4,910.00	\$3,273.33	\$1,820.63
Thick Stacker	\$1,020.00	\$680.00	\$378.22
Reorder Milling Cutter(position 2+3)	\$675.00 \$570.00	\$450.00 \$380.00	\$250.29 \$211.36
SW-MPE7.5 Base	\$3,480.00	\$2,320.00	\$1,290.38
Discount 7.5 Contract	\$3,460.00	\$2,320.00	\$1,290.30
Omation 206			
Serial #ZA01663	\$1,975,00	\$1,316,67	\$732.33
Omation EV-2	\$1,975.00	\$1,310.07	\$132.33
Serial # 12759	\$0.00	£0.00	
Senai # 12759 Model 51	\$0.00	\$0.00	
	\$0.00E.00	£4.550.00	COCO 44
Serial # 15962 Serial # 15963	\$2,325.00 \$2,325.00	\$1,550.00 \$1,550.00	\$862.11 \$862.11
Serial # 15963 Serial # 15964	\$2,325.00	\$1,550.00	\$862.11
Serial # 15964 Serial # 15965	\$2,325.00	\$1,550.00	\$862.11
Serial # 15966	\$2,325.00	\$1,550.00	\$862.11
Serial # 15967	\$2,325.00	\$1,550.00	\$862.11
Serial # 15971	\$2,325.00	\$1,550.00	\$862.11
Serial # 15972	\$2,325.00	\$1,550.00	\$862.11
Serial # 15973	\$2,325.00	\$1,550.00	\$862.11
Serial # 15974	\$2,325.00	\$1,550.00	\$862.11
Weekend On Demand**	\$0.00	\$0	
Holiday on Demand** (Good Fri. Avail. 4/19/19)	\$2,195.00	\$2,195.00	
Total	\$101,940.00	\$68,691.65	\$36,985.43
Original Agreement Sum 4/3/07			
Amendment 1 Sum 4/3/11	1		
Amendment 2 Sum 4/3/15			
TOTAL AGREEMENT SUM			

T.	AX	
8 Months Advance	4 Months Month to Month	8 Months + 4 Months Month-to-Month with Taxes
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$13.30	\$7.40	
\$13.30	\$7.40	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$13.30	\$7.40	
\$13.30	\$7.40	
\$15.20	\$8.45	
\$15.20	\$8.45	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$220.40	\$122.59	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
\$304.00	\$169.09	\$106,150.17
φ504.00	φ103.03	
		\$ 250,562.00
		\$ 326,522.00
		\$ 410,842.00
		· · · · · · · · · · · · · · · · · · ·
		\$1,094,076.17

^{*} There are multiple components to this machine.

** Plus an hourly rate and mileage as shown on page 2.

***Annual total cost includes all labor and parts (excluding consumables) for each machine.

EXHIBIT B EQUIPMENT AND PRICING SCHEDULE

I. Annual Maintenance Schedule

Machine Type		Models	Models AS3600i & AS7200	MPE 7.5
Demand	Uı	nlimited	Unlimited	Unlimited
Response Time	4	Hours	4 Hours	2 Hours
Preventive		12	6	12

Projected Maximum Weekend On Demand Cost	Total
Year 1 - \$195.00 per hour and \$0.39 ea. mile	\$6,290

Projected Maximum Holiday On Demand Cost	(Good Friday only)	Total
Year 2019 - \$195.00 per hour a	\$2,179	

AMENDMENT NUMBER FIVE TO AGREEMENT NO. 74507 FOR MAINTENANCE AND SUPPORT OF THE AUTOMATED CASHIERING SYSTEM

This Amendment Number Five, dated as of <u>December 11</u>, 2018 (hereinafter together with all Exhibits, Schedules, and Attachments hereto, "Amendment No. 5") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "County") and CORE Business Technologies, a Rhode Island corporation (hereinafter "Contractor") and is effective as of the Amendment No. 5 Effective Date (as defined below) based on the following recitals:

WHEREAS, the County and Contractor have entered into that certain Agreement No. 74507 dated as of June 10, 2003, (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, hereinafter "Agreement") for an Automated Cashiering System (hereinafter "ACS") which supports the County Treasurer and Tax Collector (hereinafter "TTC") mandated operations of collecting secured and unsecured property taxes. Initial capitalized terms used in this Amendment No. 5 without definition have the meanings given to such terms in the Agreement; and

WHEREAS, the County and Contractor entered into Amendment No. 1 to the Agreement dated as of August 17, 2004, for the substitution of the source code escrow agent under the Agreement; and

WHEREAS, the County and Contractor entered into Amendment No. 2 to the Agreement dated as of March 4, 2008, that, among other things described therein, increased the Maximum Agreement Sum from \$489,175 to \$522,838 to accommodate the purchase of three additional workstations including system hardware, software, and maintenance and support, and delegated authority to the TTC to increase or decrease the Maximum Agreement Sum by up to 15% annually to accommodate technological advances, any increase or decrease in equipment, software and/or maintenance, or necessary professional services as further described in Amendment No. 2, and entered into subsequent Change Notices for administration and/or professional services such that the Maximum Agreement Sum was further increased to \$795,170; and

WHEREAS, the County and Contractor entered into Amendment No. 3 to the Agreement dated as of May 11, 2010, that, among other things described therein, extended the Agreement for two years with two one-year option periods; and

WHEREAS, the County and Contractor entered into Amendment No.4 to the Agreement dated as of November 19, 2013, that among other things described therein, increased the Maximum Agreement Sum from \$795,170 to \$995,170 for the continued maintenance, support, and professional services for the ACS and to extend the current term of the Agreement; and subject to the terms and conditions.

WHEREAS, the County and Contractor desire to amend the Agreement (a) to increase the Maximum Agreement Sum; (b) to further extend the Agreement for one eight-month extension and four optional month-to-month extensions, for a maximum total of twelve months for the continued maintenance and support services; and (c) to make such other changes described herein, all as further described in, and subject to the terms and conditions of this Amendment No. 5.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated, as part of this Amendment No. 5, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor hereby agree as follows:

- Amendment No. 5 Effective Date. This Amendment No. 5 shall be effective as of February 1, 2019, or the date first set forth above, whichever is later ("Amendment No. 5 Effective Date") and has been approved by the County's Board of Supervisors (Board) and executed by an authorized officer of Contractor.
- 2. <u>Section 7.0 (Term)</u>. Amend the Agreement to restate Section 7.0 (Term) in its entirety, as follows:

7.0 TERM

- 7.0 This Agreement shall go into effect upon the Amendment No. 5 Effective Date for an initial period of eight months with four optional month-to-month extensions for a maximum of twelve months, unless sooner terminated or later extended, in whole or in part, as provided herein.
- 7.1 This Amendment No. 5 extends the term of this Agreement for one eightmonth period. In addition, the County shall have the irrevocable option, in its sole discretion, to extend the term of this Agreement on a month-to-month basis for up to an additional four months, for a maximum of twelve months under this Amendment No. 5. This option may be exercised by the County, by and through County's Project Director. To exercise the County's option, the County's Project director shall provide to Contractor's Project Director, no later than 30 days prior to the expiration of the Agreement or any extension period, written Notice of the County's intention to extend.
- 7.2 [Intentionally Omitted].
- 3. <u>Section 8.0 (Agreement Sum)</u>. Amend the Agreement to restate Subsection 8.1 (Agreement Sum; General) in its entirety, as follows:

8.0 AGREEMENT SUM

8.1 General

Notwithstanding any other provision of this Agreement, whether expressly or by implication, the Maximum Agreement Sum authorized by the County hereunder shall not exceed a total of \$1,160,359, which is throughout and hereinafter referred to as the "Maximum Agreement Sum," which Maximum Agreement Sum is allocated as set forth on the revised Appendix D (Schedule of Payments) to Exhibit A (Statement of Work).

- 4. <u>Section 9.0 (Invoices and Payments)</u>. Amend the Agreement to add Subsection 9.6 (Invoices and Payments), as follows:
 - 9.6 Contractor shall invoice the County based on an annual premium. The TTC agrees to pay the annual renewal premium for maintenance and support

- services as set forth on the revised Appendix D (Schedule of Payments) to Exhibit A (Statement of Work).
- 5. <u>Section 9.0 (Invoices and Payments)</u>. Amend the Agreement to add Subsection 9.7, "Default Method of Payment: Direct Deposit or Electronic Funds Transfer", as follows:

9.7 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 9.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).
- 9.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 9.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 9.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
- New Section 45.5 (Changes of Escrow Agent/Agreement). Amend the Agreement to restate Subsection 45.5 (Changes of Escrow Agent/Agreement) in its entirety, as follows:
 - 45.5 [Intentionally Omitted].
- 7. <u>Section 10.0 (Assignment and Delegation)</u>. Amend the Agreement to restate Section 10.0 (Assignment and Delegation/Mergers or Acquisitions) in its entirety, as follows:

10.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 10.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 10.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent

- of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 10.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 10.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8. <u>Section 29.2 (Contractor's Use of GAIN/GROW Participants)</u>. Amend the Agreement to restate Subsection 29.2 (Contractor Hiring; Consideration of Hiring GAIN/GROW Participants) in its entirety, as follows:

29.2 Contractor's Use of GAIN/GROW Participants

- 29.2.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 29.2.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9. <u>Section 43.0 (County's Quality Assurance Plan)</u>. Amend the Agreement to restate Section 43.0 (County's Quality Assurance Plan) in its entirety, as follows:

43.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

10. New Section 64.0 (Time off for Voting). Amend the Agreement to add Section 64.0, "Time off for Voting", as follows:

64.0 TIME OFF FOR VOTING

The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posed conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

5. New Section 65.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking). Amend the Agreement to add Section 65.0, "Compliance with County's Zero Tolerance Policy on Human Trafficking", as follows:

65.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6. New Section 66.0 (Compliance with Fair Chance Employment Practices). Amend the Agreement to add Section 66.0, "Compliance with Fair Chance Employment Practices", as follows:

66.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

- 7. Appendix D (Schedule of Payments). Amend Appendix D (Schedule of Payments) to Exhibit A (Statement of Work) to the Agreement, as last amended by Change Notice No. 18, by deleting the page thereof identified as Attachment 5 to Change Notice No. 18 and replacing it with the Revised Appendix D (Schedule of Payments) to Exhibit A (Statement of Work), attached hereto and incorporated by this reference.
- 8. <u>No Other Amendments; Effect on Agreement</u>. Except as expressly provided in this Amendment No. 5, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 9. <u>Authority</u>. Contractor and the persons executing this Amendment No. 5 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 5 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 10. <u>Governing Law.</u> This Amendment No. 5 shall be governed by and construed in accordance, with the laws of the State of California applicable to agreements made and to be performed within the State.

IN WITNESS WHEREOF, Contractor has executed this Amendment No. 5, or caused it to be duly executed and the County, by order of its Board of Supervisors, has caused this Amendment No.5 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

By

COUNTY OF LOS ANGELES

Chair, Board of Supervisors

CONTRACTOR
CORE Business Technologies

Signature

Mark S. Cohen
Print Name

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President

litle

ATTEST:

CELIA ZAVALA Executive Officer of the Board of Supervisors

By Court Russ

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> CELIA ZAVALA Executive Officer

Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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DEC + 1 2018

CELIAZAVALA EXECUTIVE OFFICER

Agreement Type (Original, Amendment, Change Notice)	Deliverables and System Hardware	Maintenance Services	Travel	Other Professional Services	Total
Original Agreement Sum	\$342,610	\$106,565	\$20,000	\$20,000	\$489,175
Expenditures - Original	(\$342,610)	(\$106,565)	(\$14,890)	(\$19,065)	(\$483,130)
Amd1 [©] - NO FINANCIAL IMPACT	\$0	\$0	\$0	\$0	\$0
Amd2 Funds [©] - FUNDS ADDED	\$30,336	\$3,327	\$0	\$0	\$33,663
Expenditures - Amd2	(\$29,769)	(\$2,952)			(\$32,721)
Chg Not1 Funds [®] - FUNDS ADDED	\$0	\$0	\$0	\$78,425	\$78,425
Expenditures - Chg Not1				(\$29,955)	(\$29,955)
Chg Not2, 3, & 4 - NO FIN. IMPACT	\$0	\$0	\$0 \$0	\$0	\$0
Chg Not5 Funds [®] - FUNDS ADDED Chg Not6 Funds [®] - FUNDS ADDED	\$0 \$0	\$0 \$0	\$0 \$0	\$90,189 \$103,718	\$90,189
•	\$0	ŞU	φu		\$103,718
Expenditures - Chg Not5 & 6 Chg Not7 - Onsite Design Visit	\$0	\$0	\$0	(\$21,700) \$0	(\$21,700) \$0
Expenditures - Chg Not 7	40	φU	φU	(\$7,179)	(\$7,179)
Amd3 - NO FIN. IMPACT	\$0	\$0	\$0	\$0	\$0
Chg Not8 - Credit Card Project	\$0	\$0	\$0	\$0	\$0
Expenditures - Chg Not8				(\$116,537)	(\$116,537)
Chg Not9 - Lic/Prof. Svc.	\$0	\$0	\$0	\$0	\$0
Expenditures - CN 9					
Expenditures - Chg Not9				(\$3,867)	(\$3,867)
Other Expenditures - Maint for Yrs 8 & 9					
Expenditures - Other				(\$49,157)	(\$49,157)
Chg Not10 - Payfile Retrieval	\$0	\$0	\$0	\$0	\$0
Projected Expenditures - Chg Not10				(\$1,200)	(\$1,200)
CANCELED Chg Not10 - Payfile Retrieval	\$0	\$0	\$0	\$0	\$0
Reversal	\$0	60	\$0	\$1,200	\$1,200
Chg Not11 - OCR Scanners	\$0	\$0	\$0	\$0	\$0
Projected Expenditures - CN 11 Projected Expenditures - Chg Not11				(\$2,448)	(\$2,448)
Other Expenditures - Maint for Yr 10	\$0	\$0	\$0	\$0	\$0
Expenditures		**	•	(\$25,663)	(\$25,663)
Chg Not12 - NO FIN. IMPACT	\$0	\$0	\$0	\$0	\$0
Chg Not13 - Modify Payfile Dates	\$0	\$0	\$0	\$0	\$0
Projected Expenditures - Chg Not13				(\$2,400)	(\$2,400)
Other Expenditures - Maint for Yr 11	\$0	\$0	\$0	\$0	\$0
Projected Expenditures				(\$24,586)	(\$24,586)
Amd4 Funds [®] - FUNDS ADDED					\$184,913
Chg Not14 - System Upgrade	\$68,380	\$17,895	\$5,554	\$93,084	
Projected Expenditures - Chg Not14	(\$68,380)	(\$17,895)	(\$5,554)	(\$15,000)	(\$106,829)
Projected Expenditures - Maint for Yr 12				(\$35,180)	(\$35,180)
Projected Expenditures - Maint for Yr 13 PROJECTED BALANCE AFTER CN14	\$567	\$375	\$5,110	\$29,812	\$35,864
Chg Not15 Funds 9- FUNDS ADDED	\$0	\$93,248	\$0	Ψ23,012	\$149,276
Projected Expenditures - Chg Not15	Ψ0	(\$93,248)	ΨΟ		(\$93,248)
PROJECTED BALANCE AFTER CN15	\$567	\$375	\$5,110	\$29,812	\$91,892
Chg Not16 Funds ⁹ - Refund Module/Mods	\$32,326	\$1,268	\$4,631	\$12,000	
Projected Expenditures - Chg Not16	(\$32,326)	(\$1,268)	(\$4,631)	(\$12,000)	(\$50,225)
PROJECTED BALANCE AFTER CN16	(\$96,207)	(\$20,296)	\$10,220	\$80,380	\$41,666
Chg Not17B Funds PinPad/FIS Security Upd	\$979	\$495	\$0	\$15,163	
Projected Expenditures - Chg Not17B	(\$979)	(\$495)	\$0	(\$15,163)	(\$16,637)
PROJECTED BALANCE AFTER CN17B	(\$94,506)	(\$19,171)	\$20,440	\$162,560	\$25,029
Chg Not18 Funds - Cty Seal on PinPad	\$979	\$495	\$0	\$1,738	
Projected Expenditures - Chg Not18	(\$979)	(\$495)	\$0	(\$1,738)	(\$3,212)
PROJECTED BALANCE AFTER CN18	(\$189,012)	(\$38,342)	\$40,880	\$331,399	\$21,817
Amd5 Funds - FUNDS ADDED Projected Expenditures - Maint and Support				(\$30,787)	\$31,000
TOTAL AGREEMENT SUM	\$475,610	\$224,272	\$30,185	(\$30,787) \$415,296	(\$30,787) \$1,160,359
TOTAL EXPENDITURES	(\$475,043)	(\$222,918)	(\$25,075)	(\$357,053)	(\$1,110,875)
PROJECTED BALANCE	\$567	\$1,354	\$5,110	\$58,243	\$49,483

① BOS approved Amendment 1 on 8/17/07 for Escrow Agent Substitution.

② BOS approved Amendment 2 on 3/04/08 for hardware/software maintenance and 3 additional workstations. Term thru 6/09/08.

③ Change Notice 1 issued 5/16/08. Term eff. 6/10/08 - 6/09/09. Increased by 15%.

Change Notice 5 issued on 6/05/09 for Year 6. Increased by 15% to accommodate technological advances, addition/deletion of equipment, software, maintenance, and professional services.

⑤ Change Notice 6 issued on 6/18/09 for Year 7. Increased by 15% to accommodate system implementation and enhancements, professional services, and facilitate credit card payment transaction processing.

[©] BOS approved Amendment 4 on 11/19/13 for hardware/software System Upgrade. Term thru 1/31/15.

[©] Change Notice 15 issued on 4/4/14 for Year 12. Increased by 15% to accommodate system implementation and enhancements, professional services, and facilitate credit card payment transaction processing.