

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND J&B Software, Inc.

This Agreement is entered into this 4th day of September, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and J&B Software, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of upgrading the J&B Transaction Management System (TMS) to the latest version and replacing Burroughs Quantum 600 with OPEX Falcon..

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment up to thirty days pending satisfactory resolution of any issue if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two hundred thirty-two thousand, one hundred sixty-seven dollars (\$232,167). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 4, 2018, through September 3, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Treasurer-Tax Collector or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following claims:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) third party claims for damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage caused by County's own acts, omissions, negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

c. Limitation of Liability.

EXCEPT AS PROVIDED HEREIN, IN NO EVENT WILL CONTRACTOR'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED IN THE AGGREGATE THE AMOUNT PAID BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT FOR WHICH DAMAGES ARE CLAIMED. UNDER NO CIRCUMSTANCES WHATSOEVER WILL CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. ANY CLAIMS RELATING TO THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE (1) YEAR AFTER THE PARTY ASSERTING THE CLAIM KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF THE CLAIM.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Warranties

a. Limited Warranty

Company warrants that the Services and Deliverables shall conform in all material respects to the specifications set forth in the applicable SOW, provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the applicable SOW.

b. Client Warranty

Client warrants that it shall timely, completely and accurately perform all of its obligations and responsibilities under this Agreement, including, without limitation, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Company shall receive an appropriate extension of time to provide the deliverables under this Agreement, shall not be held responsible or liable for any resulting delay in providing deliverables under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain

such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time

employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records: Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law: Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without

regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sandie Arnott, Treasurer-Tax Collector
Address: San Mateo County Treasurer-Tax Collector
555 County Center, 1st Floor
Redwood City, CA 94063
Telephone: 650-599-1230
Facsimile: 650-599-1511
Email: sarnott@smcgov.org Treasurer-Tax Collector

In the case of Contractor, to:

Name/Title: Amrish Kaushik
Address: J&B Software, Inc.
510 E. Township Line Road, Suite 100
Blue Bell. PA 19422
Telephone: 650-504-3758
Facsimile: 215-641-1181
Email: amrish.kaushik@exelatech.com

19. Electronic Signature


Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: J&B Software, Inc.

Suresh Yannamani


Contractor Signature

08/06/2018
Date

Suresh Yannamani
Contractor Name (please print)

TP for Legal SM

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The scope of this engagement is to upgrade the existing TMS 1200 and Archive systems to TMS 2011, Build 3 – the latest version of J&B 2011 suite of products (TMS, ECS, Archive and NetQuery).

The services proposal includes:

1. Creation of five worksources to capture coupon sized documents and checks.

One of the worksources will be used to process items which have already been captured and posted into the Client's TaxSys system. This worksource will have Singles and Multiples batch modes and assumes that there are basic validations like scanline check digits implemented. The estimate does not include implementing any other business logic to validate the items (as these items are already captured). The checks will be deposited using the ICL along with other checks. The items processed in this worksource will not be sent for payment extract generation.

2. Creation of three posting files.
3. The existing Burroughs transports will be replaced by a single OPEX Falcon. There will be operational and process changes required to accommodate the scanning on the Falcon.
4. The creation of up to two Custom Reports (Custom Batch Summary and Custom Worksource summary) in addition to all the standard product reports.
5. Deposit of checks via ICL using one endpoint (Union Bank).
6. The scope includes creation of import utilities for the existing TMS 1200 Archive system and Union Bank archives as well as from CDs provided by Union Bank. It is assumed that the images in this CD are in TIFF format. It is also assumed that the data is in XML format.
7. This estimate assumes that the data and images required to be migrated from the TMS 1200 Archive/NQ system and Union Bank archive will be migrated by Client personnel. Appropriate tools and training regarding migration will be provided by J&B personnel.
8. The estimate assumes that A2ia software will be used for CAR/LAR and IQUA.
9. This estimate assumes that NetQuery will be used instead of Archive Inquiry.
10. Client is responsible for the set-up of the required system infrastructure including network configuration services. J&B will assist Client in determining the necessary server/system requirements.
11. The estimate includes up to 3 days of training on the new system. This will be a train-the-trainer type of training.
12. This estimate includes up to 5 days of Onsite Installation and UAT support. This estimate includes up to 5 days of offsite UAT support.
13. Travel and Expense is estimated to be \$15,000. Travel expense will not exceed the estimate without prior approval from the Client.
14. Annual maintenance fees for the current and new system will be prorated based upon actual "Go Live" date. The TMS 1200 annual maintenance will be maintained until the date of the cutover.

Additional scope includes the integration of the OPEX Falcon with TMS 2011 Build 3. The single OPEX Falcon will replace two Burroughs Quantum 600 units. The services include:

15. Contractor to purchase and coordinate the delivery and installation of the OPEX Falcon at County location.
16. Coordination between County and OPEX for the following activities
 - a. Site preparedness – wiring, space and system interfaces.

- b. Training of County employees in the operation of the OPEX Falcon (OPEX provides the training).
- c. Integration testing with Contractor's application – TMS.
- d. On call support during testing and production activities
- e. Coordination between County and OPEX for ongoing support.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Software Licenses:

Qty	Product	Description	Licensed	Unit License Charge	Extended License Charge	TMS Annual Software Support
1	JB08-SRVR	TMS Server Software V2011 Includes: Anywhere Item Data Entry Unified Status Monitor (USM) SQL Server 2008, WIN 2008, Win 7 (64 bit) Support SQL Server Reporting Services (SSRS) TMS Lockbox Studio Extract Framework	Site	\$40,000	\$40,000	\$7,200
1	JB10-ECS	TMS Electronic Clearing Suite for C21, 1 Million items/Year	Per Site	\$17,000	\$17,000	\$3,060
	CK21/IA	Image Annotation	Per Site	\$11,000	\$11,000	\$1,980
1	TMS-NQ	TMS Lockbox Portal NetQuery Internet/Intranet Base Software 1 M items Annually Unlimited Users	Per Site	\$25,000	\$25,000	\$4,500
1	JB-A2iA	1 Million items/Year	Per Site	\$2,500	\$2,500	\$450
2	IWS – AIDE	Anywhere Item Data Entry	Per Work-station	N/C	N/C	\$900
1	TMS-COL	TMS OPEX Collect	Per Work-station	\$8,000	\$8,000	\$1,440
		Previously Purchased License Allowance			(\$75,000)	
		Current Customer Discount			(\$18,000)	
		APPLICATION SOFTWARE SUBTOTAL			\$10,500	\$19,530

Professional Services:

Qty	Product	Description		Pricing
1	STMS-REQ	Requirements/Design/Project Management	Per Contract	
1	STMS-DEV	Development	Per Contract	
1	STMS-TST	QA/Testing	Per Contract	
1	STMS-DEP	Deployment - Implement <ul style="list-style-type: none"> • TMS v2011 • NetQuery • Check 21 • Archive Migration Utility – Legacy images and Union Bank CD/Archive • Test plan, test case planning and preparation • System Testing 	Per Contract	
		TOTAL TMS PROFESSIONAL SERVICES		\$89,000

Scanning Hardware:

QTY	ITEM	Falcon Unit Pricing
1	Falcon Base Price: Includes (3) out sort bins and (1) pass through bin, (2) CIS Imagers, Standard table, OPEX Standard Barcode Package, REDLink, Windows 7 64 bit, CertainScan 3.0 64 bit Host Software, CertainScan essentials, CertainScan edit & OPEX Transform.	\$39,500
1	MICR+ (Plus): Includes MICR Reader and Image Edge	\$4,850
1	Front or Rear Inkjet Printer	\$600
1	Standard table: Includes 21.8" or 31.8" work surface and frame, 6 content sort bins and manual height adjustment.	\$2,000
1	1-D Barcodes, Suite of Barcodes	\$860

1	VRS Technology ¹	\$2,855
	Subtotal	\$50,665
	Sales Tax (8.75%)	\$4,433
1	Shipping Charges (NTE)	\$1,000
	Total	\$56,098

Summary:

TMS Image Solution		
TMS Core Professional Services		\$89,000
TMS Licenses (new)		\$10,500
OPEX Falcon Hardware		\$56,098
Travel and Expense (Not to Exceed without prior approval from Client)		\$15,000
TMS Annual Support		
Year 1	\$19,530	
Year 2	\$20,507	
Year 3	\$21,532	\$61,569
OVERALL TOTAL COST OF TMS IMAGE SOLUTION		\$232,167

Payment Terms:

1. TMS Software and Services:
 - 15% upon Completion of Requirements Document
 - 25% upon completion of system demo to County
 - 30% upon installation
 - 20% upon completion of UAT
 - 10% upon go-live with NetQuery
2. Travel and Expense – Billed at actual upon expenditure
3. OPEX Hardware - 100% upon Installation

Additional Notes:

County will contract directly with OPEX for Falcon Hardware Support