

Appendix D Fee Schedule

In accordance with Section 14 (Payment) of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix B. In no event shall the total costs under this Agreement exceed the amount provided in Section 14 of this Agreement.

Invoices and Insurance Documentation should be sent to:

Department of Elections
1 Dr. Carlton B. Goodlett Place
City Hall, Room 48
San Francisco, CA
94102-4608

Payments for Services

The City will pay Contractor for the license, installation and testing, and maintenance fees per the schedule below. Payments for deliverables will be paid on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts listed in the schedule below unless amended in accordance with Section 40 (Modification of Agreement). Partial payments will not be made for deliverables/tasks that are not completed.

For the license, installation and testing, and documentation milestones, payments will be made by City to Contractor within 30 days after the City has received Contractor's invoice, provided that:

- 1) The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;
- 2) A written status report has been provided to the City by Contractor as part of the Contractor's invoice documenting completion of work in accordance with Appendix B and associated deliverables in accordance with the amounts below for which payment is requested; and
- 3) Insurance documentation is current in accordance with Section 23 of the Agreement.

Prior to payment, each status report shall be signed by the City's Project Manager indicating his/her agreement with the Contractor's description of completion in the status report.

For maintenance and support services, fees shall commence after the expiration of the one-year warranty period, increasing by no more than 7% each year thereafter. Payments will be made by City to Contractor in advance for each pending year of service within 30 days after the City has received Contractor's invoice, provided that:

- 1) The City has accepted as satisfactory, in the City's sole and absolute discretion, the maintenance and support services for the prior year rendered by the Contractor to the City in accordance with this Agreement; and
- 2) Insurance documentation is current in accordance with Section 23 of the Agreement.

**Appendix D
Fee Schedule**

Payment Schedule

Deliverable	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Total
Licensed Software	170,820.00									170,820.00
Installation and Acceptance Testing of All Non-ICR/OCR Elements (Phase 1)	38,982.00									38,982.00
Installation and Acceptance Testing of ICR/OCR Elements (Phase 2)	52,750.00									52,750.00
Documentation	2000.00									2000.00
Maintenance and Support*	Under warranty for first year	170,820.00	170,820.00 - 182,777.40	170,820.00 - 195,571.80	170,820.00 - 209,261.80	170,820.00 - 223,910.20	170,820.00 - 239,583.90	170,820.00 - 256,354.80	170,820.00 - 274,299.60	1,366,560.00 - 1,752,579.50
Total	264,552.00	170,820.00	170,820.00 - 182,777.40	170,820.00 - 195,571.80	170,820.00 - 209,261.80	170,820.00 - 223,910.20	170,820.00 - 239,583.90	170,820.00 - 256,354.80	170,820.00 - 274,299.60	1,631,112.00 - 2,017,131.50

* Maintenance and Support fees shall commence after the expiration of the one-year warranty period, increasing by no more than 7% each year thereafter.

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Contract Deliverables

Deliverable	Amount	Description
Licensed Software	170,820.00	Due net 30 days from signing of Agreement
Installation and Acceptance Testing of All Non-ICR/OCR Elements (Phase 1)	38,982.00	Due net 30 days from acceptance of Phase 1
Installation and Acceptance Testing of ICR/OCR Elements (Phase 2)	52,750.00	Due net 30 days from acceptance of Phase 2
Documentation – Escrow Agreement, Written Procedures, and System Documentation	2,000.00	Due net 30 days from receipt of documentation
Maintenance and Support in Year Two	170,820.00	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Three	170,820.00 - 182,777.40	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Four	170,820.00 - 195,571.80	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Five	170,820.00 - 209,261.80	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Six	170,820.00 - 223,910.20	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Seven	170,820.00 - 239,583.90	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Eight	170,820.00 - 256,354.80	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Nine	170,820.00 - 274,299.60	Due net 30 days from receipt of annual invoice