THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-773 A-1

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative Shay Younger
Telephone Number (909) 382-3041

RT Lawrence Corporation Contractor **Contractor Representative** John Phillips **Telephone Number** (626) 838-5000 / (312) 296-2796 **Contract Term** 8/20/2024 - 8/19/2029 **Original Contract Amount** \$821,127 **Amendment Amount** \$498,600 **Total Contract Amount** \$1,319,727 **Cost Center** 3406001000 **Grant Number (if applicable)** N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

This Amendment No. 1 (Amendment) dated August 19, 2025, is made by and between RT Lawrence Corporation (Contractor) and San Bernardino County (County) and modifies the terms to the agreement executed between the parties and effective as of August 20, 2024 (Agreement).

- Section C TERM OF CONTRACT is deleted in its entirety and replaced with the following:
 - **C. TERM OF CONTRACT** This Contract is effective as of August 20, 2024, and expires August 19, 2029, but may be terminated earlier in accordance with provisions of this Contract.
- 2. Section D.1 FISCAL PROVISIONS is deleted in its entirety and replaced with the following:
 - **D.1** The maximum amount of payment under this Contract shall not exceed \$1,319,727 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- 3. Section H NOTICES is updated to reflect the following contact information for San Bernardino County:

Standard Contract Page 1 of 11

San Bernardino County
Auditor-Controller/Treasurer/Tax Collector
268 West Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0360
Attn: Shay Younger, Chief Deputy Tax Collector

Tel: (909) 382-3041

Email: Shay. Younger@SBCountyATC.gov

- **4.** Exhibit A-1 Hardware Price List is replaced in its entirety with the attached Exhibit A-1.1 Total Cost Summary, Hardware Price List, and Expenses.
- 5. Exhibit B-1 Software Quantities and Prices is replaced in its entirety with the attached Exhibit B-1.1 Software Quantities and Prices.
- **6.** Exhibit C-1 Service Level Agreement is replaced in its entirety with the attached with Exhibit C-1.1 Maintenance and Operations Support.
- 7. Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). Contractor has disclosed to the County using Attachment D Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Amendment is approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.
- 8. Full Force and Effect. The Agreement, as amended by this Amendment, remains in full force and effect.
- **9.** Capitalized Terms. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement or the Addendum, as applicable.
- 10. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

All other terms of this Agreement remain in full force and effect.

Revised 1/15/25 Page 2 of 11

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY	RT LAWRENCE CORPORATION
. Daunm Row	(Print or type name of the familiary contractor, etc.) By By By
Dawn Rowe, Chair, Board of Superviso	rs (Authorized signature - sign in blue ink)
AUG 1 9 2025 Dated: SIGNED AND CERTIFIED THAT A COP	Name Wingloon Lawrence Tong (Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED T	O THE
CHAIRMAN OF THE BOARD	_{Title} CEO/President
Wine Money Serk of the Board of	
ву Судения	Dated: July 25, 2025
Deput	Address 7740 Painter Ave., Suite 100
ARDINO COURT	Whittier, ○A 90602
FOR COUNTY USE ONLY	
Approved as to Legal Form	Reviewed for Contract Compliance Reviewed Applicated by Department
- KROK	
Kristina Rebb, Deputy County Counsel	Ensen Mason, Auditor-Controller/Treasurer/Tax
7/28/25	Collector
7720725 Date	Date Date

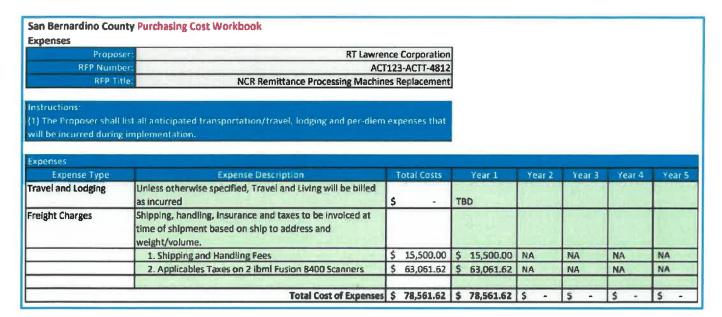
Exhibit A-1.1 Total Cost Summary, Hardware Price List, and Expenses

Description	Total Costs		Fotal Implementation Costs		Total M&O Support Costs				
Hardware	\$	720,704.20	\$	720,704.20		ı			
Software	\$	22,500.00	\$	22,500.00		ı			
Implementation	\$	10,500.00	\$	10,500.00		ı			
Expenses	\$	78,561.62	\$	78,561.62		ı			
M&O Support for Years 1 to 5	\$	487,460.89			\$ 487,460.89	1			
Total Costs	\$	1,319,726.71	\$	832,265.82	\$ 487,460.89				
Total Cost Summary by Year									
Description		Total Costs		Year 1	Year 2		Year 3	Year 4	Year 5
Hardware	\$	720,704.20	\$	720,704.20	\$	\$		\$ 	\$ - L
Software	\$	22,500.00	\$	22,500.00	\$	\$	-	\$ -	\$ -
Implementation	\$	10,500.00	\$	10,500.00	\$	\$		\$ 	\$
Expenses	\$	78,561.62	\$	78,561.62	\$ -	\$	•	\$	\$
M&O Support for Years 1 to 5	\$	487,460.89	\$	75,922.63	\$ 96,051.43	\$	100,465.80	\$ 105,089.21	\$ 109,931.84
Total Costs	\$	1,319,726.71	\$	908,188.45	\$ 96,051.43	5	100,465.80	\$ 105,089.21	\$ 109,931.84

		Measure						Year 1		
Hardware Item #	Hardware Item Description	(if applicabl e)	Recurrence (One-time vs. On-going)	Т	ital Costs		per Unit (if	()f applicabl e)	Te	otal Year 1 Casts
bml FUSION 840	ibmi FUSION 8400									
	ibml FUSION 8400 - Hardware									-
277-00002	Power Option - 220v US		One-time	\$	-	\$	-	2	\$	-
207-00015	Fusion Speed Upgrade 83ips		One-time	\$	115,020	\$	57,510	2	\$	115,02
180-00044	Computers, Embedded Application Controller, Dell 7920XL-6226R		One-time	\$	27,700	\$	13,850	2	\$	27,70
207-00009	Fusion E13B MICR Reader		One-time	\$	30,460	5	15,230	2	\$	30,46
207-00014	Fusion Post Image, Single Head UP		One-time	\$	21,520	\$	10,760	2	\$	21,52
608-40311	ibml Fusion 8400 Four Frame 5 Dec 3 Std 1 Full Pkt w/Rnt		One-time	\$	436,600	s	218,300	2	\$	436,60

		Measure	Cost			Year 1					
Hardware Item #	Hardware Item Description	(if applicabi e)	Recurrence (One-time vs. On-gaing)	Total Costs		Cost per Unit (if applicable)		(If applicable)		Total Year 1 Costs	
	ibml FUSION 8400 - Software										
250-00076	iCS Scan Advanced for ibml Scanner		One-time	\$	56,440	\$	28,220	2	\$	56,44	
250-00027	DocNetics, Recognition 1 Field Special Font, Fr Cam		One-time	\$	8,740	\$	4,370	2	\$	8,74	
250-00028	DocNetics, Recognition 1 Field Special Font, Rr Cam		One-time	\$	8,740	5	4,370	2	\$	8,74	
250-00017	DocNetics Barcode 1D		One-time	\$	13,840	\$	6,920	2	\$	13,84	
250-00017-01	Scan, DocNetics 2D and PostNet Add-On		One-time	\$	8,100	\$	4,050	2	\$	8,10	
250-00023	DocNetics, ChecksAll, Dual Camera		One-time	\$	18,100	\$	9,050	2	\$	18,10	
250-00065-S	PostScan w/ Searchable PDF		One-time	\$	17,600	\$	8,800	2	\$	17,60	
	ibml FUSION 8400 - Professional Services			Г						and the last	
500-00002	Project Management-Hourly		One-time	\$	7,350	\$	210	35	\$	7,35	
500-00064	Custom Development		One-time	\$	11,030	\$	11,030	1	\$	11,03	
501-00007	Scanner Hardware Installation		One-time	\$	3,340	5	1,670	2	\$	3,34	
500-00006	Integration Services/Hourly	1000	One-time	\$	16,800	5	210	80	\$	16,80	
500-00005	Software Configuration - Hourly		One-time	\$	8,400	\$	210	40	\$	8,40	
	ibml FUSION 8400 - Other		One-time	\$		\$	10000		\$	Ar Suite	
	RTL Courtesy Discount	3	One-time	5	(89,075.80)	SI	89,075.80)	5 1	S	189,075.8	

Revised 1/15/25 Page 4 of 11



Payment Terms:

- 50% of the project amount due upon contract signing
- Remaining 50% of the project amount due upon hardware delivery
- 100% of 1st year support due NET 30 upon hardware installation

Revised 1/15/25 Page 5 of 11

Exhibit B-1.1 Software Quantities and Prices

			Cost Recurrence			Year 1				
Software Item #	Software Item	Unit of Measure (if applicable)	(One-time vs. On-going)	1	otal Costs	Cost per Unit (If applicable)	Quantity (if applicable)	Total	Year I Cost	
1	ibml Process Module - RTL Software		One-Time	\$	14,000.00	\$ 7,000.00	2	\$	14,000.00	
2	Mitek Upgrade to Check Intelligence		One-Time	\$	8,500.00			\$	8,500.00	
3	Item 3			\$	10			\$		
4	Item 4			\$	100			\$	7	
5	Item 5			\$	14			\$		
6	Item 6			\$				\$		
	tipos socialistica de la companya della companya della companya de la companya della companya de		Total Software Costs	5	22,500.00	112 11 1	7.0	5	22,500.00	

Revised 1/15/25 Page 6 of 11

Exhibit C-1.1 Maintenance and Operations Support

San Bernardino County Purchasing Cost Workbook

Maintenance & Operations Support

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACIT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

nstruction

- (1) Costs for Maintenance and Operations (M&O) Support should include all customer service and governance, software and hardware support after implementation.
- 2) All tasks associated with the services provided should be included in the total cost.
- (3) If applicable, include the Unit of Measure. Hourly Rate, Cost per Unit, Hours and/or Quantity if it impacts costs. If that information
- is not applicable to a particular M&O Support item, the Proposer shall only input the total cost by year.
- (4) In the Description field, the Proposer should include a brief explanation of the type of cost and how it was derived. The Proposer may modify or replace the items currently listed in the Description field.
- (5) If formulas/calculations are modified or overwritten, it is the Proposer's responsibility to ensure that costs are accurately reflected in this worksheet and the Total Cost Summary worksheet.

M&O Support									
	Unit of	Г		Yea	r 1 (2024-2	025)	Yea	or 2 (2025-)	2026)
	Measure	ı		-	Number	Total Year 1		Number	Total Year 2
Description	(if	L	Total Costs	Rate	of months	Costs	Rate	of months	Costs
ibml Connect Module Support	2	\$	2,100.00	\$ 175.00	12	\$ 2,100.00	Incl	12	Incl
RTLFiRST Software Support for FY 2025-2026	1	\$	93,353.52				\$1,852.40	12	\$ 22,228.80
RTL SOFTWARE SUPPORT TOTAL	0	\$	95,453.52			\$ 2,100.00			\$ 22,228.80
SYSTEM 1 SUPPORT									
Hardware Support	1	\$	125,710.60	\$ 3,945.63	6	\$23,673.76	\$3,945.63	6	\$ 23,673.76
Preventative Maintenance	1	\$	38,232.90	\$ 1,200.00	6	\$ 7,200.00	\$1,200.00	6	\$ 7,200.00
ibmi Software Support	1	\$	69,859.98	\$ 1,096.33	12	\$13,156.00	\$1,096.33	12	\$ 13,156.00
SYSTEM 2 SUPPORT									
Hardware Support	1	\$	62,855.30	\$ 3,945.63	3	\$11,836.88	\$3,945.63	3	\$ 11,836.88
Preventative Maintenance	1	\$	25,488.60	\$ 1,200.00	4	\$ 4,800.00	\$1,200.00	4	\$ 4,800.00
ibml Software Support	1	\$	69,859.98	\$ 1,096.33	12	\$13,156.00	\$1,096.33	12	\$ 13,156.00
Ibmi SYSTEM SUPPORT TOTAL		\$	392,007.37			\$73,822.63			\$ 73,821.63
Total N	&O Support	\$	487,460.89			\$75,922.63			\$ 96,051.43

IBML's Typical increase schedule:

Initial Year + warranty period (90 days), please see quoted amount. Year 2 - NO increase. Years 3 to 5 - increase is 5%.

For the two scanners, ibml agreed to reduce the annual maintenance to \$73,822.63, shown above. Over 5 years, this will save SBC-ATC well over \$100,00 reperational readiness."

For the warranty period, it will have to stay at 90 days, but Ibml will fully and COMPLETELY stand behind their equipment.

Maintenance and support charges shall not be increased for a period of twelve (12) months after the commencement of the initial Equipment Maintenan ninety (90) days prior written notice, to increase maintenance and support charges in accordance with its standard pricing policies.

RTL increase schedule:

Note that the existing RTLFIRST remittance processing software is not included in the solution quoted and will be billed by RTL separately per schedule.

RTL's typical increase is no more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFIRST software product only.

San Bernarding County Cost Workbook both hardware and software is for the 1st Year only succeeding support on hardware will be billed by ibml directly

Revised 1/15/25 Page 7 of 11

M&O Support	I Manager and		-		- 10		2000		- CHICAGONIA	Wews	
	Unit of	Yea	r 3 (2026-)	(027)	Ye	r 4 (2027-2	028	Year 5 (2028-2029)			
	Measure		Number	Total Year 3		Number of	Total Year 4	A SALE OF	Number of	Total Year 5	
Description:	Lift	Rute	of months	Costs	Rate	months	Costs	Rote	months	Costs	
ibml Connect Module Support	2	Incl	12	Incl	Incl	12	Incl	Incl	12	Incl	
RTLFIRST Software Support for FY 2025-2026	1	\$ 1,912.67	12	\$ 22,952.04	\$ 1,974.98	12	\$ 23,699.76	\$ 2,039.41	12	\$ 24,472.93	
RTL SOFTWARE SUPPORT TOTAL			-	\$ 22,952.04			\$ 23,699.76			\$ 24,472.91	
SYSTEM 1 SUPPORT		C POI	Teller II								
Hardware Support	1	\$ 4,142.91	6	\$ 24,857.44	\$ 4,350.05	6	\$ 26,100.32	\$ 4,567.56	6	\$ 27,405.3	
Preventative Maintenance	1	\$ 1,260.00	6	\$ 7,560.00	5 1,323.00	6	\$ 7,938.00	\$ 1,389.15	6	\$ 8,334.90	
ibmi Software Support	1	\$ 1,151.15	12	\$ 13,813.80	5 1,208.71	12	\$ 14,504.49	5 1,269.14	12	\$ 15,229.7	
SYSTEM 2 SUPPORT										Take the last	
Hardware Support	1	5 4,142.91	3	\$ 12,428.72	\$ 4,350.05	3	\$ 13.050.16	\$ 4,567.56	3	\$ 13,702.67	
Preventative Maintenance	1	\$ 1,260.00	- 4	\$ 5,040.00	5 1,323.00	4	\$ 5,292.00	\$ 1,389.15	4	\$ 5,556.60	
ibml Software Support	1	\$ 1,151.15	12	\$ 13,813.80	5 1,208.71	12	\$ 14,504.49	\$ 1,269.14	12	\$ 15,229.7	
ibml SYSTEM SUPPORT TOTAL				\$ 77,513.76			\$ 81,389.45			\$ 85,458.97	
Total M	&O Support			\$100,465.80			\$105,089.21		10 20 6	\$ 109,931.84	

IBML's Typical increase schedule:

Initial Year + warranty period (90 days), please see quoted an

For the two scanners, ibml agreed to reduce the annual main 10. In addition, and ibml is giving 5 months of FREE PMs on the second scanner; this will maintain both scanners at "operational readiness."

For the warranty period, it will have to stay at 90 days, but ibr

Maintenance and support charges shall not be increased for ice and Support Term. ibml reserves the right at the end of the first twelve (12) months or any time thereafter, and upon ninety (90) days prior written notice, to increase maintenance

RTL increase schedule:

Note that the existing RTLFiRST remittance processing softwa

RTL's typical increase is no more than the lesser of the increa

PLEASE AND IT. THE DIRECT SUpport on both hardware and soland RTL related software will be billed by RTL

- Sales Taxes: Applicable sales taxes, duties, and tariffs are extra and may not be included in the Total Fees due
- ibml Annual Maintenance: For the two scanners, ibml agrees to provide five months of FREE
 Preventative Maintenance on the second scanner; this will maintain both scanners at "operational
 readiness."
- 3. **ibml Warranty and ibml Policy on Warranty Pricing:** The warranty period is 90 days, and ibml will fully and completely stand behind their equipment.
- 4. ibml's Typical Increase Schedule: Maintenance and support charges shall not be increased for a period of twelve (12) months after the commencement of the initial Equipment Maintenance and Support Term. ibml reserves the right at the end of the first twelve (12) months or any time thereafter, and upon ninety (90) days prior written notice, to increase maintenance and support charges in accordance with its standard pricing policies.
 - a. Initial Year + warranty period (90 days); quoted amount
 - b. Year 2: No increase
 - c. Year 3: Increase 5%
 - d. Year 4: Increase 5%
 - e. Year 5: Increase 5%
- 5. RTL Software: Annual Support on existing RTLFiRST remittance processing software is included in the solution quoted and will be billed separately per schedule. RTL's typical increase is not more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFiRST software product only.



ATTACHMENT D Levine Act – Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

<u>Parent-Subsidiary Relationship:</u> A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

Revised 1/15/25 Page 9 of 11

1.	Name of Contractor: RT Lawrence Corporation
2.	Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
	Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3.	Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: <u>Wingloon Lawrence Tong</u> , CEO/President
4.	If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
	Wingloon Lawrence Tong, CEO/President, Ravi Samtani, Corporate Secretary
_	All of the state o

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)		
N/A	N/A	N/A		
N/A	N/A	N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
ibml		Lant Cotten
N/A		N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

Revised 1/15/25 Page 10 of 11

9.	Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or listed in Question Nos. 1-8?	
	No ☑ If no , please skip Question No. 10.	
	Yes ☐ If yes , please continue to complete this form.	
10.	. Name of Board of Supervisor Member or other County elected officer:	
	Name of Contributor:	
	Date(s) of Contribution(s):	
	Amount(s):	
	Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.	

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

Revised 1/15/25 Page 11 of 11