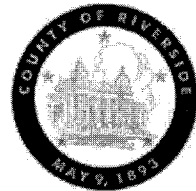


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.25
(ID # 8302)

MEETING DATE:

Tuesday, November 6, 2018

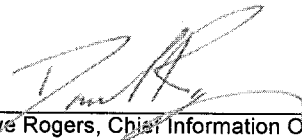
FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Agreement with SHI International Corporation for Adobe Cumulative Licensing Program (CLP) and Value Incentive Program (VIP) for a Two-Year Period with an option to renew for an additional two (2) year term. [All Districts], [Total Cost \$ 880,000]; 100% County Approved Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with SHI International Corporation for Adobe Cumulative Licensing Program (CLP) and Value Incentive Program (VIP) for a Two-Year Period through October 30, 2020 for an amount not to exceed \$440,000, with an option to renew for an additional two (2) year term for an amount not to exceed \$440,000, and authorize the Chairman of the Board to execute on behalf of the County,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments to the Agreement (a) to exercise the renewal option or (b) that do not change the substantive terms of the agreement.

ACTION:



Dave Rogers, Chief Information Officer 10/25/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 6, 2018
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 440,000	\$ 0	\$ 880,000	\$ 440,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% RCIT Operating Funds			Budget Adjustment:	No
			For Fiscal Year:	18/19-21/22

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The County uses Adobe products extensively as part of the current business practice, which requires product software license renewals, and upgrades annually.

Adobe products are used to view, create, print, edit, and manage files in Portable Document Format (PDF). In addition, Adobe has Flash, Photoshop, Illustrator and InDesign for graphic design and creation of flyers, brochures and books.

Riverside County Information Technology on behalf of the other County agencies, solicited bids for a consortia approach to collectively enter an Adobe Cumulative Licensing Program (CLP) and Value Incentive Program (VIP) to achieve the best possible price. The intent is to obtain an agreement that demonstrates flexibility to accommodate government issues and offers a customized Adobe CLP and VIP that shall work for all government agencies.

Impact on Residents and Businesses

There is no impact on residents or businesses within the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

Payment Schedule:

Fiscal Year	Amount
18/19	\$ 440,000
19/20	\$ 0
20/21	\$ 440,000
21/22	\$ 0
Total cost	\$ 880,000

Contract History and Price Reasonableness

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

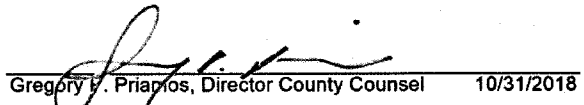
Purchasing and Fleet Services, on behalf of Riverside County Information Technology (RCIT) released a Request for Quote (RFQ# PUARC-1613) Adobe CLP and VIP Licensing Program. The County received four (4) bid responses from the following authorized Platinum LAR's (Large Account Reseller(s)): SHI International Corp., CDW Government LLC, SoftwareOne, Inc. and Zones, Inc. Zones could not provide pricing structure per RFQ requirement, therefore, Zones was considered non-responsive.

After evaluating SHI International Corp., CDW Government LLC and Software One, Inc. bid responses for Adobe Cumulative Licensing Program (CLP) and Value Incentive Program (VIP), SHI International Corporation was selected as the lowest, responsive, responsible bidder, submitting a bid of not to exceed contactor's cost plus 1% for CLP licenses and 0.5% for VIP licenses:

ATTACHMENTS:

ATTACHMENT A. Agreement with SHI International Corporation.


Teresa Summers, Director of Purchasing 10/30/2018


Gregory V. Priamos, Director County Counsel 10/31/2018

AGREEMENT

for

Adobe CLP and VIP Licensing

between

COUNTY OF RIVERSIDE

and

SHI International Corporation



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This Agreement, made and entered into this 16th day of October 2018, by and between SHI International Corporation, a New Jersey Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement. In the event of a conflict of terms with respect to resale of Products (defined in Exhibit A) by CONTRACTOR to COUNTY, such conflict shall be resolved by following order of precedence: Exhibit A, Exhibit B, and this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products to COUNTY outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be for two (2) years, effective upon signature of this Agreement by both parties and continues in effect through October 30, 2020, with an option to renew for an additional two (2) year term through October 30, 2022, in alignment with Adobe's CLP and VIP terms by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$440,000 bi-annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no

obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14th Street, Fourth Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; Order number; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number RIVCO-20940-001-10/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered upon delivery of the products or services.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. As provided in section 5.2, COUNTY may terminate this Agreement upon five (5) days' written notice for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY

within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. If the parties are unable to resolve such dispute, or if the severity and circumstances warrant an alternative resolution, then each party may seek any remedies available to it in law or equity. Notwithstanding the foregoing, either party may seek injunctive relief at any time.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records, with sole respect to CONTRACTOR's invoices and vendor costs, as are necessary to certify CONTRACTOR's to compliance with to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY. Audits shall be conducted in a reasonable manner which does not interfere with the ordinary business operations of CONTRACTOR, at a maximum of one (1) time during any twelve (12) month period (the "Audit Period") during the Term of this Agreement, during regular business hours and at a time mutually agreed upon by the parties. Once an audit of an Audit Period is completed, the Audit Period may not be audited again. The parties agree that use of third party contingent fee auditors to perform any

audits is prohibited under this Agreement. The sole right for damages determined by the audit, if any, is limited to the amount of the payment discrepancy.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement. In addition, Software Manager will service as a liaison with the CONTRACTOR in connection with this Agreement:

Riverside County Information Technology
3450 14th Street, Fourth Floor
Riverside, CA 92501
Email: RCIT-SOFTWAREMANAGEMENT@RIVCO.ORG

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street, Fourth Floor
Riverside, CA 92501

CONTRACTOR

SHI International Corporation
290 Davidson
Somerset, NJ 08873
Attn: Contracts Department

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification/Limitation of Liability

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, arising out of any negligent act, willful misconduct or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, except to the extent that such liability is caused by Indemnitees' negligence, misconduct, or omission. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. For the avoidance of doubt, the indemnity obligations of CONTRACTOR under this Section 21 shall not apply in any way, without limitation, to any action, claim or liability arising out of Products resold by CONTRACTOR TO COUNTY.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED TWO TIMES (2X) THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY COUNTY TO CONTRACTOR UNDER THIS

AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, CONTRACTOR covenants that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate, provided CONTRACTOR consents to such adjustments at its reasonable discretion.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

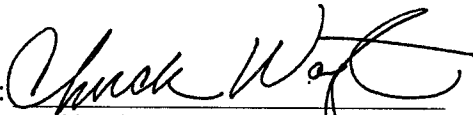
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

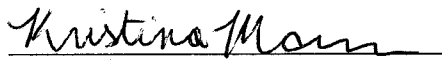
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

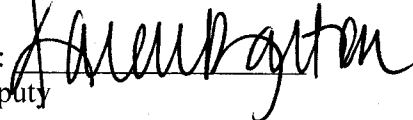
Dated: NOV 06 2018

SHI International Corporation, a New Jersey Corporation

By: 
Name: Kristina Mann
Title: Sr. Contract Specialist

Dated: 10/22/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

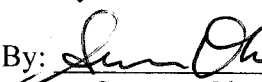
By: 
Susanna Oh
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

A. GENERAL CONDITIONS:

A.1 Exhibit A (“Scope of Services” or “SOW”) describes resale services of Adobe CLP and VIP Licensing programs to be provided by Contractor (the “Services”); i.e. sourcing and fulfilling of commercially available, third party off-the shelf computing software, software maintenance, and third-party IT services (collectively, the “Products”) and/or providing Deliverables identified in an Order for all designated County Sites.

A.2 This Agreement is not a commitment on the part of County to purchase Product from Contractor beyond the initial two (2) year contract term. Product will be purchased on an “as ordered” basis through the execution of one or more purchase orders (“Orders”), directing Contractor to deliver the Product, if any, for the benefit of County. The Product and any Deliverables to be provided shall be determined in such Order, including all attachments thereto. Each Order that refers to this Agreement shall be deemed a separate agreement that incorporates the terms and conditions of the Agreement and the Scope of Services by reference.

B. ORDERS

- B.1 Any Order issued hereunder shall, at a minimum, contain the following:
- a. The incorporation by reference of this SOW;
 - b. The location where Product will be delivered;
 - c. A detailed description of the Product, including, but not limited to, SKU, Manufacturer’s part number, and any applicable designation and/or specifications which will avoid confusion regarding the Product to be delivered;
 - d. A detailed description of Deliverable(s) to be provided by Contractor;
 - e. Price, including any applicable fees, and payment terms;
 - f. The scheduled delivery date;
- B.2 Contractor shall not be required to deliver any Product and/or Deliverable unless and until an Order has been provided to Contractor.
- B.3 If notice of rejection of an Order is not received by County within two business days from the date of its receipt by Contractor, then such Order shall be deemed to have been accepted by Contractor.
- B.4 Contractor will provide Order visibility through Contractor’s Web Portal and/or at County’s option, via email notification. Contractor’s Web Portal includes online web reporting for Order status, Order tracking, inventory management, and sale reports available 24x7, with the exception of scheduled maintenance.
- B.5 Contractor will verify that all Orders are correct and complete. If a new Order is not valid, Contractor will notify the designated Contractor Account Representative for Order revision, cancellation or reorder as part of the Order acknowledgment, in a timely manner. The delivery clock will not start until Contractor receives a valid Order from County and acknowledges that Order.

- B.6 Contractor will make reasonable efforts to expedite Orders, as requested by the County's Account Representative.
Contractor will provide status to County's Account Representative within one business day of request for Order expediting. If Contractor cannot meet a committed delivery date for Orders, Contractor will inform the County's Account Representative of the delay, and the reasons for the delay, before the delivery date is rescheduled.
- B.7. Unless otherwise specifically requested, Contractor may make partial shipments.
- B.8. Third party IT services resold under an Order are provided by third parties, and County acknowledges that Contractor shall have no liability to County for such third-party IT services beyond the processing of invoices and payment therefor.
- B.9. Software Products resold under this Agreement, as well as related maintenance or support services, will be governed by either the license/support agreement between County and the manufacturer, licensor, publisher or distributor (collectively "OEM") or, if no such agreement exists, the OEM's standard license/support agreement, which Contractor shall forward to County at the time of delivery of the Products, when provided to Contractor by the OEM. Contractor is not a party to any such terms between County and manufacturer and County agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

C. ORDER CANCELLATION

- C1. County shall have the right to cancel or postpone, in whole or in part, any Order, without penalty, provided that notice of such cancellation or postponement is received by Contractor prior to shipment of the ordered Products;
- C2. If County cancels an Order following shipment of the Products but prior to delivery, County shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor at County's cost. All returns shall be made in accordance with Contractor's Return Policy;
- C3. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM/Distributor associated with cancellation; provided the Order or some part thereof has not been designated Special Order, in which case the Order, or the part thereof which is non-cancellable or non-returnable may not be cancelled, once the Order is received by Contractor.
- C4. Termination of the Agreement or this SOW shall not affect the obligations of County or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though the Agreement or SOW had not been terminated, and was still in effect with respect to such Order.

D. REPRESENTATION AND WARRANTIES

- D1. Contractor hereby represents and warrants to County that for the term of this Agreement:
1. Contractor shall perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
 2. Contractor has all rights, approvals, and/or authorizations necessary to perform the Services hereunder, and provide the Product and/or Deliverables.
 3. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with County's use of the Services, Deliverables or its computer and telecommunications facilities.

E. REMEDY

- E1. If a defect occurs or appears in the Deliverables or Services provided hereunder, it shall be presumed that Contractor failed to meet such standards, and Contractor shall promptly and at its own expense, correct or reperform any such Services which fail to meet such standards within a reasonable time frame acceptable to County at no additional cost.

F. WARRANTY OF PRODUCT

- F1. Contractor is a value added reseller ("VAR") of Product, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Contractor shall forward the OEM's standard warranty to County which are provided to Contractor from the OEM of the Product, and to the extent granted by the OEM, County shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between County and OEM and County agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. Contractor will assist in facilitating Product warranty remedies available from the OEM during the warranty period.
- F2. County has made and will make its own selection of the Products to be ordered hereunder based on its own evaluation of the character of such Product and its use needs.
- F3. Contractor shall forward to County all associated documentation provided or made available by the OEM at no additional cost, such as operator/user manuals, training materials, guides, and functional/technical specifications, whether in writing, electronic means or otherwise, (collectively "Documentation").
- F4. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

G. TITLE/RISK OF LOSS/RETURNS

- G1. Contractor shall transfer to County good and merchantable title to the Deliverables and Product, free from all liens, encumbrances and claims of others, upon delivery of the Deliverables and Product to and its receipt by County, at which time title and risk of loss shall vest fully in County, unless notice of rejection is provided to Contractor's Account Representative within 24 business hours after such delivery.
- G2. Returns
- A. General
- i. For a Product to be eligible for return it must be: (1) in Resale Condition (defined as unused and one hundred percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the OEM), (2) within the OEM's or distributor's allowable time period for return after County's receipt of the Product, and (3)

not designated as “non-cancellable” or “non-returnable” (“Special Order”) when quoted by Contractor to County.

- i. If the Product is a Special-Order item or not in Resale Condition, then Contractor will accept the return only if the OEM/distributor will accept the return.
- ii. Shipping and any restocking fees imposed by the OEM or distributor shall be at County’s cost.
- iii. If return is due to Contractor’s error, and the return request is made by County within thirty days of receipt of Product, then Contractor will accept the return at no additional cost to County.
- iv. If County ordered the incorrect Product or has decided that it no longer wants the Product, then Contractor will accept the return from County, provided the OEM/distributor will accept the return.

B. Non-Conforming Product

a. If County determines, in its reasonable discretion, that any Product is not in conformance with the description in the Order (a “Non-Conforming Product”), then County may at its option, either:

- 1) Request that Contractor promptly initiate an order to replace the Non-Conforming Product at no cost to the County, in which case Contractor will order a replacement unit within one business day of notice of nonconformance from County and County shall return the Product to Contractor, all at no cost to County; or
- 2) Terminate the non-conforming portion of the applicable Order, in which case County shall return the Product to Contractor at no cost to County, and Contractor, upon receipt of the Product, shall promptly refund to County any payments made to Contractor therefor, provided that the request for such return was made within OEM’s or distributor’s allowable time period for return after receipt of Product by County, and that the return will be made in accordance with Contractor’s RMA process, described below.

C. Software License Returns

The OEM’s return policy or the applicable license agreement, as the case may be, will govern returns for licensed software.

D. Damage, Defects and DOA

If the Product has concealed damage (i.e., there is no evident damage to external packaging), is defective, or dead on arrival (“DOA”), Contractor will accept the return from County, provided the OEM or distributor will accept the return from Contractor. In any event, the OEM’s or distributor’s policies, as applicable, (which may include processing as a warranty claim) will apply. Contractor will order a replacement unit within one business day of notice of damage, defect or DOA from County for prompt delivery to County, all at no cost to County.

E. Shipping Damage

1. If a package containing Product purchased from Contractor arrives at County Order's ship-to address with external damage, County should refuse to accept delivery from the carrier. If County does accept delivery of such a package, County must:
 - a. note the damage on the carrier's delivery record so that Contractor may file a claim;
 - b. save, as is, the Product and the original box and packaging it arrived in; and
 - c. notify Contractor in writing within five days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.
2. If County does not comply with the above requirements, County will be deemed to have accepted the Product as if it had arrived undamaged, and Contractor's regular return policy, as described herein, and all OEM warranties and restrictions will apply.

F. RMA Process

In order for Reseller to accept return, County must first obtain from Reseller and apply a Returned Merchandise Authorization ("RMA") to the returned Product. If County returns Product directly to the OEM, distributor, or Reseller without an RMA, then Reseller shall not be responsible for accepting such return, Product replacement or refund, and such return may void any County claims on the Product. County shall ship all Product returns to Reseller designated recipient DDP (Delivered Duty Paid) per Incoterms®.

G. Packaging, Labeling, and Shipping

1. Products shipped to County's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable Order number, recipient's name and if applicable, building and room number.
2. Contractor will deliver all Products FOB Destination to the ship to address designated in the Order, freight pre-paid and added, ground transportation.

H. CONTRACTOR REQUIREMENTS:

H1. CONTRACTOR is to provide direct customer services to process all requests. Pre-sale consulting shall be provided on request that include but are not limited to: user consultations, price quotes, and reliable information regarding current and new products or services offered. Service level for Sales are required per table and requirements listed below.

Service Level Objectives	Response Time
Response to voicemails messages	Within four business hours
Response to e-mail messages	Within four business hours
Answer standard product questions	Within four business hours
Respond to product research questions	Within one business day
Provide price quotes	24 business hours for all standard CLP and VIP

	products.
Enter orders into processing system	4 business days to complete processing
Confirm orders offline	4 business days

1) CONTRACTOR shall provide the following services as referenced below:

i. Quote

COUNTY can create quotes on-line, leveraging the customized product catalog. Or the County can contact the Inside Account Managers with a quote request. Quotes for standard products are provided within 4 business hours. Within 4 business hours, your Inside Account Manager will provide the County with an ETA for quotes for non-standard products, based on the amount of research required.

ii. Order Processing

Orders are to be sent to the Inside Account Manager (IAM). Upon receipt, the IAM will review the order to ensure that the order is complete and can be processed. If the order is not valid, the IAM will contact the County within 4 business hours for the necessary information. Upon receipt of a valid order, the IAM will process the order through SHI systems. Order Processing Measurement/Goal: 100% of valid orders received will be processed within the same business day.

iii. Order Shipment

CONTRACTOR will ship products from the distribution center with inventory and closest to County ship to location. CONTRACTOR standard shipping method is Ground; however, CONTRACTOR can expedite shipments at the request of the County. Orders would be received before 3:00 PM EST in order to accommodate for expedited shipping. Order Shipment Measurement/Goal: 90% of orders shipped within 2 business days of receipt of a valid order.

2) CONTRACTOR escalation internal process when issues occur as referenced in table below:

Escalation Point	Responsibilities	Response Time
Inside Account Manager Day-to-Day customer service	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executive	Overall management of the relationship between SHI and the County. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager	Management of the Inside	Within 4 business hours, with

	Account Managers and the processes used to support customers.	at least status on resolution, if not with the final resolution
Director of Inside Sales	Responsible for the Enterprise Inside Sales Organization and has the authority to make decisions that impact the Inside Account Managers.	Within 8 business hours with either status or resolution.
Regional Director	Management of the Account Executives, ensuring customer objectives are met. They are an escalation point for resolution of customer service and contract issues.	Within 8 business hours with either status or resolution.
VP of Enterprise Sales	Management of the Regional Directors and the Director of Inside Sales. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution
President/CEO	Executive authority over all of SHI	Within 8 business hours.

3) In addition, in the event that County is not satisfied with Contractor's service levels, its first point of contact is Contractor's Business Development Manager. If the problem is not resolved to the County's satisfaction, County should contact the Regional Sales Director and then Vice President, Global Strategic Accounts.

4) Account Team Support:

Below is the identified dedicated account that will support the County account:

- a. Vice President, Global Strategic Accounts - Senior level sales position that will coordinate and execute the terms and conditions of a centrally negotiated agreement, establish a customized service and support plan, resolve licensing issues, establish pricing strategy, and other topics critical to the account development. This person has the overall responsibility for the relationship between Contractor and County.
- b. Business Development Manager - A direct sales related position whose mission is to develop relationships within the divisions and locations of County and to understand their specific requirements.
- c. Inside Account Manager - Maintains a direct relationship with County and has the overall responsibility of ensuring County satisfaction. Functional areas, such as pricing, availability, Order entry, order confirmation, backorder notifications, tracking, returns, product information, and expedites, are an integral part of their daily activities. They execute on the plan established by the Vice President. The number of customer

service representatives assigned to the County account will depend upon the volume of calls and Orders.

- d. Implementation Manager - This position becomes the liaison between the Account Manager, County, and operational groups during the start-up phase. Typically new Customers have specific requests that require modifications to billing, reporting, and online functions that we are providing. The Implementation Manager ensures that these critical requests are addressed and implemented.

5) Contractor Subcontractors

Contractor is not utilizing a third-party subcontractor for fulfillment of this SOW. If Contractor requires the use of a subcontractor in the future in order to fulfill County's requirements, Contractor will confer with County and receive County's written approval prior to choosing the subcontractor, as required by the Agreement.

6) Contractor Closure Dates

- a. Contractor designated holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Contractor is not responsible for providing deliveries or receiving Orders on these designated holidays.
- b. In the event a Contractor designated holiday falls on a weekend, Contractor will designate the Friday before, or Monday following as the Contractor designated holiday.

H2. CONTRACTOR is to provide a sales team to manage services and purchases between Adobe and California government entities enrolled under the CLP and/or the VIP. The sales team names, title/positions, number of years' experience, address, phone, fax, and email, including their management's contact information must be provided prior and made part of the agreement. Any changes to the Sales Team must be submitted in writing for approval by the County of Riverside. The following Account Representatives for the County as follows:

Guillermo Ortiz (Primary)
E-mail: Guillermo_ortiz@shi.com
and californiagov@shi.com
Phone: 619-446-8100
San Diego CA 92103
10+ YEARS Experience

Marissa Grasso
E-mail: Marissa_grasso@shi.com
and californiagov@shi.com
Phone: 732-652-4760
Somerset NJ 08873
1 year experience

Kevin Noriega
E-mail: Kevin_noriega@shi.com
and californiagov@shi.com
Phone: 888-711-2613

Somerset NJ 08873

1 year experience

H3. CONTRACTOR is to provide annual reports of desktop counts by enrollment. Quarterly reports of licenses purchased under the agreement (provided by this contract) must also be provided including product and version number. It is preferred that this capability be provided through the Internet. The assigned Account Representatives may be requested to present quarterly reports, annual reports or other agreement related information to the end user by phone, WebEx, conference, seminar, user group forum or other events mutually agreed upon. CONTRACTOR offers additional reports at no cost to the County both quarterly and monthly, these said reports are as follows: Sales History Reports as well as ad hoc, Software Licensing Reports and Maintenance Contract Tracking and Online Reporting.

H4. CONTRACTOR is required to manage all Riverside County assigned Agreements, referencing on all documents, such as, Quotes, Purchase Orders, Invoices, etc. the correct Agreement number and ensure licenses are assigned to that specific entity.

H5. CONTRACTOR shall acknowledge and adhere, during the contract period, participating government entities will be given the option to obtain all version upgrades. In addition, on termination of the contract, participating organizations will own the most current version of covered products as of the contract termination date, whether the version is installed or not.

H6. CONTRACTOR acknowledges and adheres that the CLP term is twenty-four (24) calendar months and would terminate twenty-four (24) months from the date of enrollment. Enrollment for this program will correlate with the expiration of the Master Agreement.

H7. CONTRACTOR acknowledges and adheres that all enrollees shall receive perpetual licenses (CLP) to the most current version of the software covered under this agreement upon initial payment. No minimum purchases shall be made to enter into the program.

H8. CONTRACTOR shall certify that they are an Adobe Authorized Platinum Partner to resell products and/or services for Adobe's Contractual Licensing Program and Value Incentive Program and shall notify COUNTY if CONTRACTORS certification is no longer valid. CONTRACTORS letter of Authorization will be kept up to date in the CONTRACTORS file.

EXHIBIT B

PAYMENT PROVISIONS

A. Price:

A1. The price specified in the Order for the Product shall consist of Contractor's cost, plus mark-up percentages set forth in the following table below. The mark-ups for either CLP Program or VIP Program per table below represent Contractor's fee for performing the Services.

A2. The discount level for CLP Program is as follows, per table below:

Tier 1 = 8,000 – 299,999
Tier 2 = 300,000 +

A3. The discount level for VIP Program is as follows, per table below:

Level 1 1 - 9
Level 2 10 - 49
Level 3 50 - 99
Level 4 100+

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
1.	Acrobat Pro	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
2.	Acrobat Pro	AOO License	\$369.00	\$333.47	\$308.00	\$336.80	\$311.08
3.	Acrobat Pro	DVD Set	\$20.00	\$15.25	\$15.25	\$15.71	\$15.71
4.	Acrobat Pro	Upgrade License	\$164.00	\$148.43	\$137.00	\$149.91	\$138.37
5.	Acrobat Pro	New Upgrade	\$56.00	50.00	\$47.00	50.50	\$47.47

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
		Plan					
6.	Acrobat Pro	Renewal Upgrade Plan	\$56.00	50.00	\$47.00	50.50	\$47.47
7.	Acrobat Standard	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
8.	Acrobat Standard	AOO License	\$246.00	\$219.00	\$205.00	\$221.19	\$207.05
9.	Acrobat Standard	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
10.	Acrobat Standard	Upgrade License	\$114.00	\$102.00	\$96.00	\$103.02	\$96.96
11.	Acrobat Standard	New Upgrade Plan	\$37.00	\$33.00	\$31.00	\$33.33	\$31.31
12.	Acrobat Standard	Renewal Upgrade Plan	\$35.00	\$31.00	\$33.00	\$31.31	\$33.31
13.	Acrobat Standard	Tech Sol Mgmt Rnw	\$60,000.00	\$53,400.00	\$53,400.00	\$53,934.00	53,400.00
14.	Acrobat Standard	Tech Solution Mgmt	\$60,000.00	\$53,400.00	\$53,400.00	\$53,934.00	53,400.00
15.	Adobe TechnicalSuit	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
16.	Adobe TechnicalSuit	AOO License	\$1615.00	\$1502.00	\$1470.00	\$,517.02	\$1484.70
17.	Adobe TechnicalSuit	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
18.	Adobe TechnicalSuit	Upgrade License	\$1140.00	\$1060.00	\$1038.00	\$1061.00	\$1048.00
19.	Adobe TechnicalSuit	Adobe SW Assuran Rnw	\$243.00	\$226.00	\$221.00	\$228.26	\$223.21
20.	Adobe TechnicalSuit	Adobe SW Assurance	\$243.00	\$226.00	\$221.00	\$228.26	\$223.21
21.	Captivate	AOO License	\$1045.00	\$930.00	\$910.00	\$939.30	\$919.10
22.	Captivate	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
23.	Captivate	Upgrade License	\$427.00	\$380.00	\$372.00	\$383.80	\$375.72
24.	Captivate	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
25.	Coldfusion Builder	AOO License	\$255.00	\$240.00	\$247.20	\$242.40	\$249.67

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
26.	Coldfusion Builder	DVD Set	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
27.	Coldfusion Builder	Upgrade License	\$540.00	\$480.00	\$456.00	\$484.80	\$460.56
28.	Coldfusion Builder	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
29.	Coldfusion Builder	Gold	\$41.00	\$36.00	\$34.00	\$36.36	\$34.34
30.	Coldfusion Builder	Gold Renewal	\$41.00	\$36.00	\$34.00	\$36.36	\$34.34
31.	Coldfusion Builder	New Upgrade Plan	\$54.00	\$48.00	\$46.00	\$48.48	\$46.46
32.	Coldfusion Builder	Renewal Upgrade Plan	\$54.00	\$48.00	\$46.00	\$48.48	\$46.46
33.	ColdFusion Ent	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
34.	ColdFusion Ent	AOO License	\$7650.00	\$6808.00	\$6430.00	\$6876.08	\$6994.30
35.	ColdFusion Ent	DVD Set	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
36.	ColdFusion Ent	Upgrade License	\$3825.00	\$3404.00	\$3215.00	\$3438.04	\$3247.15
37.	ColdFusion Ent	Upsell License	\$6840.00	\$6807.00	\$5749.00	\$6147.87	\$5806.49
38.	ColdFusion Ent	Gold	\$1148.00	\$1102.00	\$965.00	\$1032.22	\$974.65
39.	ColdFusion Ent	Gold Renewal	\$1148.00	\$1102.00	\$965.00	\$1032.22	\$974.65
40.	ColdFusion Ent	New Upgrade Plan	\$1530.00	\$1362.00	\$1286.00	\$1375.62	\$1298.56
41.	ColdFusion Ent	Renewal Upgrade Plan	\$1530.00	\$1362.00	\$1286.00	\$1375.62	\$1298.56
42.	ColdFusion Ent	Tech Sol Mgmt Rnw	\$30,000.00	\$25,500.00	\$25,500.00	\$25,755.00	\$25,755.00
43.	ColdFusion Ent	Tech Solution Mgmt	\$30,000.00	\$25,500.00	\$25,500.00	\$25,755.00	\$25,755.00
44.	ColdFusion Standard	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
45.	ColdFusion Standard	AOO License	\$1350.00	\$1201.00	\$134.00	\$1213.01	\$1145.34

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
46.	ColdFusion Standard	DVD Set	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
47.	ColdFusion Standard	Upgrade License	\$1125.00	\$1001.00	\$945.00	\$1101.01	\$945.45
48.	ColdFusion Standard	Gold	\$203.00	\$181.00	\$171.00	\$182.81	\$172.71
49.	ColdFusion Standard	Gold Renewal	\$203.00	\$181.00	\$171.00	\$182.81	\$172.71
50.	ColdFusion Standard	New Upgrade Plan	\$270.00	\$241.00	\$227.00	\$243.41	\$229.27
51.	ColdFusion Standard	Renewal Upgrade Plan	\$270.00	\$241.00	\$227.00	\$243.41	\$229.27
52.	ColdFusion Standard	Tech Sol Mgmt Rnw	\$30,000.00	\$25,500.00	\$25,500.00	\$25,755.00	\$25,755.00
53.	ColdFusion Standard	Tech Solution Mgmt	\$30,000.00	\$25,500.00	\$25,500.00	\$25,755.00	\$25,755.00
54.	Creative Cloud desktop apps	Term License & M&S	\$70.00	\$69.33	\$69.33	\$70.02	\$70.02
55.	Dev Support 5 Pack	Sol Dev Supp (Inc)	\$895.00	\$761.00	\$761.00	\$768.61	\$768.61
56.	Font Folio	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
57.	Font Folio	AOO License	\$161.00	\$143.00	\$135.00	\$144.43	\$136.25
58.	Font Folio	CD Set	\$20.00	\$18.30	\$18.30	\$18.48	\$18.48
59.	Font Folio	Doc. Set	\$50.00	\$48.80	\$48.80	\$49.29	\$49.29
60.	Font Folio	Upgrade License	\$131.00	\$117.00	\$109.00	\$118.17	\$110.09
61.	FrameMaker	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
62.	FrameMaker	AOO License	\$950.00	\$883.00	\$865.00	\$891.83	\$873.65
63.	FrameMaker	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
64.	FrameMaker	Upgrade License	\$386.00	\$344.00	\$325.00	\$347.44	\$328.25
65.	FrameMaker	Adobe SW Assuran Rnw	\$143.00	\$133.00	\$130.00	\$134.33	\$131.30
66.	FrameMaker	Adobe SW Assurance	\$143.00	\$133.00	\$130.00	\$134.33	\$131.30
67.	FrameMaker	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
68.	FrameMaker Pub Servr	AOO License	\$14,250.00	\$13,252.00	\$12,973.00	\$13,384.52	\$13,102.73

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
69.	FrameMaker Pub Servr	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
70.	FrameMaker Pub Servr	Upgrade License	\$5700.00	\$5301.00	\$5189.00	\$5354.01	\$5240.89
71.	FrameMaker Pub Servr	Gold	\$713.00	\$663.00	\$649.00	\$669.63	\$655.49
72.	FrameMaker Pub Servr	Gold Renewal	\$713.00	\$663.00	\$649.00	\$669.63	\$655.49
73.	FrameMaker Pub Servr	New Upgrade Plan	\$2138.00	\$1988.00	\$1946.00	\$2007.88	\$1965.46
74.	FrameMaker Pub Servr	Renewal Upgrade Plan	\$2138.00	\$1988.00	\$1946.00	\$2007.88	\$1965.46
75.	FrameMaker Pub Servr	AOO License	\$14,250.00	\$13,252.00	\$12,973.00	\$13,384.52	\$13,102.73
76.	FrameMaker Shared	Upgrade License	\$512.00	\$456.00	\$431.00	\$460.56	\$435.31
77.	FrameMaker Shared	Gold	\$90.00	\$80.00	\$76.00	\$80.80	\$76.76
78.	FrameMaker Shared	Gold Renewal	\$90.00	\$80.00	\$76.00	\$80.80	\$76.76
79.	FrameMaker XMLAuthor	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
80.	FrameMaker XMLAuthor	AOO License	\$380.00	\$353.00	\$346.00	\$356.53	\$349.46
81.	FrameMaker XMLAuthor	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
82.	FrameMaker XMLAuthor	Adobe SW Assuran Rnw	\$57.00	\$53.00	\$52.00	\$53.53	\$52.52
83.	FrameMaker XMLAuthor	Adobe SW Assurance	\$57.00	\$53.00	\$52.00	\$53.53	\$52.52
84.	Freehand	AOO License	\$351.00	\$312.00	\$287.00	\$315.12	\$289.87
85.	Freehand	Upgrade License	\$87.00	\$77.00	\$71.00	\$77.77	\$71.71
86.	Freehand	CD Set	\$20.00	\$18.30	\$18.30	\$18.48	\$18.48
87.	Freehand	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
88.	Lightroom	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
89.	Lightroom	AOO License	\$142.00	\$122.00	\$120.00	\$123.22	\$121.20
90.	Lightroom	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
91.	Photoshop Elements	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
92.	Photoshop Elements	AOO License	\$95.00	\$81.00	\$80.00	\$81.81	\$80.80
93.	Photoshop Elements	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
94.	Photoshop Elements	Upgrade License	\$76.00	\$65.00	\$64.00	\$65.65	\$64.64
95.	Photoshop Elements	New Upgrade Plan	\$15.00	\$13.00	\$12.00	\$13.13	\$12.12
96.	Photoshop Elements	Renewal Upgrade Plan	\$15.00	\$13.00	\$12.00	\$13.13	\$12.12
97.	PHSP & PREM Elements	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
98.	PHSP & PREM Elements	AOO License	\$143.00	\$122.00	\$119.00	\$123.22	\$120.19
99.	PHSP & PREM Elements	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
100.	PHSP & PREM Elements	Upgrade License	\$114.00	\$97.00	\$95.00	\$97.97	\$95.95
101.	PHSP & PREM Elements	New Upgrade Plan	\$22.00	\$19.00	\$18.00	\$19.19	\$18.18
102.	PHSP & PREM Elements	Renewal Upgrade Plan	\$22.00	\$19.00	\$18.00	\$19.19	\$18.18
103.	Premiere Elements	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
104.	Premiere Elements	AOO License	\$95.00	\$81.00	\$80.00	\$81.81	\$80.80
105.	Premiere Elements	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
106.	Premiere Elements	Upgrade License	\$76.00	\$65.00	\$64.00	\$65.65	\$64.64
107.	Premiere Elements	New Upgrade Plan	\$15.00	\$13.00	\$12.00	\$13.13	\$12.12
108.	Premiere Elements	Renewal Upgrade Plan	\$15.00	\$13.00	\$12.00	\$13.13	\$12.12
109.	Presenter Licensed	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20

CUMMULATIVE LICENSE PROGRAM (CLP) -PERPETUAL			Contractor's Cost Plus (%) Overall	Tier 1 1%		Tier 2 1%	
Item No.	Product Family	Product Type	Listed Retail Price	CONTRACTOR'S Cost		Cost to County	
				CLP Tier 1	CLP Tier 2	CLP Tier 1	CLP Tier 2
110.	Presenter Licensed	AOO License	\$475.00	\$422.00	\$414.00	\$426.22	\$418.14
111.	Presenter Licensed	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
112.	Presenter Licensed	Upgrade License	\$190.00	\$169.00	\$165.00	\$170.69	\$166.65
113.	Presenter Licensed	Adobe SW Assuran Rnw	\$72.00	\$64.00	\$62.00	\$64.64	\$62.62
114.	Presenter Licensed	Adobe SW Assurance	\$72.00	\$64.00	\$62.00	\$64.64	\$62.62
115.	Presenter Video Expr	AOO License	\$190.00	\$169.00	\$165.00	\$170.69	\$166.65
116.	Presenter Video Expr	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
117.	RoboHelp Office	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
118.	RoboHelp Office	AOO License	\$950.00	\$883.00	\$865.00	\$891.83	\$873.65
119.	RoboHelp Office	DVD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
120.	RoboHelp Office	Upgrade License	\$570.00	\$530.00	\$519.00	\$535.30	\$524.19
121.	RoboHelp Office	Adobe SW Assuran Rnw	\$143.00	\$133.00	\$130.00	\$134.33	\$131.30
122.	RoboHelp Office	Adobe SW Assurance	\$143.00	\$133.00	\$130.00	\$134.33	\$131.30
123.	RoboHelp Server	AOO License	\$9500.00	\$8835.00	\$8649.00	\$8923.35	\$8735.49
124.	RoboHelp Server	CD Set	\$20.00	\$15.25	\$15.25	\$15.40	\$15.40
125.	RoboHelp Server	Upgrade License	\$4750.00	\$4417.00	\$4324.00	\$4461.17	\$4367.24
126.	RoboHelp Server	ESD	\$20.00	\$20.00	\$20.00	\$20.20	\$20.20
127.	RoboHelp Server	Gold	\$475.00	\$442.00	\$433.00	\$446.42	\$437.33
128.	RoboHelp Server	Gold Renewal	\$475.00	\$442.00	\$433.00	\$446.42	\$437.33
129.	RoboHelp Server	New Upgrade Plan	\$1425.00	\$1395.00	\$1326.00	\$1408.95	\$1339.26
130.	RoboHelp Server	Renewal Upgrade Plan	\$1425.00	\$1395.00	\$1326.00	\$1408.95	\$1339.26

VALUE INCENTIVE PLAN (VIP) PRODUCTS (SUBSCRIPTIONS)			LAR's Cost Plus (%) Overall				Level 1-.5%	Level 2-.5%	Level 3-.5%	Level 4-.5%
Item No.	Product Family	Listed Retail Price	LAR'S Cost				Cost to County			
			Level 1 License Qty. (1-9)	Level 2 License Qty. (10-49)	Level 3 License Qty. (50- 99)	Level 4 License Qty. (100+)	Level 1 License Qty. (1-9)	Level 2 License Qty. (10-49)	Level 3 License Qty. (50- 99)	Level 4 License Qty. (100+)
1.	Acrobat Pro DC for enterprise	\$239.88	\$213.48	\$202.80	\$192.12	\$181.44	\$214.55	\$203.81	\$193.08	\$182.35
2.	Acrobat Pro DC for teams	\$179.88	\$160.08	\$152.04	\$144.12	\$144.12	\$160.88	\$152.80	\$144.84	\$144.84
3.	Acrobat Standard DC for enterprise	\$203.88	\$181.44	\$172.44	\$163.32	\$154.20	\$183.25	\$173.30	\$164.14	\$154.97
4.	Acrobat Standard DC for teams	\$155.88	\$138.72	\$131.76	\$124.80	\$124.80	\$139.41	\$132.42	\$125.42	\$125.42
5.	Adobe Audition CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.64	\$421.80	\$498.68	\$473.72	\$448.87	\$423.91
6.	Adobe Audition CC for teams	\$407.88	\$383.40	\$369.96	\$356.52	\$356.52	\$385.32	\$371.81	\$358.30	\$358.30
7.	Adobe Dimension CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.64	\$421.80	\$511.09	\$485.50	\$460.04	\$434.45
8.	Adobe Dimension CC for teams	\$407.88	\$383.40	\$369.96	\$356.52	\$356.52	\$385.32	\$371.81	\$358.30	\$358.30
9.	Adobe Premiere Pro CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.64	\$421.80	\$498.68	\$473.72	\$448.87	\$423.91
10.	Adobe Premiere Pro CC for teams	\$407.88	\$383.40	\$369.96	\$356.52	\$356.52	\$385.32	\$371.81	\$358.30	\$358.30
11.	Adobe Stock for teams (Large)	\$2399.88	\$2255.88	\$2143.08	\$2030.28	\$2030.28	\$2267.16	\$2153.80	\$2040.43	\$2040.43
12.	Adobe Stock for teams (Other)	\$959.88	\$902.28	\$857.16	\$812.04	\$812.04	\$906.79	\$861.45	\$816.10	\$816.10
13.	Adobe Stock for teams (Small)	\$359.88	\$338.28	\$321.36	\$304.44	\$304.44	\$339.97	\$322.97	\$305.96	\$305.96
14.	Adobe XD CC for enterprise	\$359.88	\$372.12	\$353.52	\$334.92	\$316.32	\$373.98	\$355.29	\$336.59	\$317.90

VALUE INCENTIVE PLAN (VIP) PRODUCTS (SUBSCRIPTIONS)			LAR's Cost Plus (%) Overall				Level 1-.5%	Level 2-.5%	Level 3-.5%	Level 4-.5%
Item No.	Product Family	Listed Retail Price	LAR'S Cost				Cost to County			
			Level 1 License Qty. (1-9)	Level 2 License Qty. (10-49)	Level 3 License Qty. (50- 99)	Level 4 License Qty. (100+)	Level 1 License Qty. (1-9)	Level 2 License Qty. (10-49)	Level 3 License Qty. (50- 99)	Level 4 License Qty. (100+)
15.	Adobe XD CC for teams	\$275.88	\$259.32	\$250.20	\$241.20	\$241.20	\$260.62	\$251.45	\$242.41	\$242.41
16.	After Effects CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.64	\$421.80	\$498.60	\$473.72	\$448.87	\$423.91
17.	After Effects CC for teams	\$407.88	\$383.40	\$369.69	\$356.52	\$356.52	\$385.32	\$371.81	\$358.30	\$358.30
18.	Animate CC / Flash Professional CC for enterprise	\$527.88	\$496.20	\$471.33	\$446.64	\$421.80	\$498.68	\$473.72	\$448.87	\$423.91
19.	Animate CC / Flash Professional CC for teams	\$407.88	\$383.40	\$369.90	\$356.96	\$356.52	\$385.32	\$371.81	\$358.30	\$357.30
20.	Captivate for enterprise	\$479.88	\$451.08	\$428.52	\$405.96	\$383.40	\$453.34	\$430.66	\$407.99	\$385.32
21.	Captivate for teams	\$359.88	\$338.28	\$321.36	\$304.44	\$304.44	\$339.97	\$322.97	\$305.96	\$305.96
22.	Creative Cloud for enterprise All Apps	\$1199.88	\$1127.88	\$1071.48	\$1015.08	\$958.68	\$1133.52	\$1076.84	\$1020.16	\$963.47
23.	Creative Cloud for teams All Apps	\$959.88	\$902.28	\$870.72	\$839.16	\$839.16	\$906.79	\$875.07	\$843.36	\$843.36
24.	Dreamweaver CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.64	\$421.80	\$498.68	\$473.72	\$448.87	\$423.91
25.	Dreamweaver CC for teams	\$407.88	\$383.40	\$369.90	\$356.96	\$356.90	\$385.32	\$371.81	\$358.30	\$357.30
26.	Illustrator CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.61	\$421.80	\$498.68	\$473.72	\$448.87	\$423.91
27.	Illustrator CC for teams	\$407.88	\$383.40	\$369.90	\$356.96	\$356.52	\$385.32	\$371.75	\$358.74	\$358.30
28.	InCopy CC for enterprise	\$59.88	\$56.28	\$52.52	\$50.64	\$50.64	\$56.56	\$52.78	\$50.89	\$50.89
29.	InCopy CC for teams	\$59.88	\$56.28	\$52.52	\$50.64	\$50.64	\$56.56	\$52.78	\$50.89	\$50.89
30.	InDesign CC for enterprise	\$527.88	\$496.20	\$471.36	\$446.64	\$421.80	\$498.68	\$473.72	\$448.87	\$423.91

VALUE INCENTIVE PLAN (VIP) PRODUCTS (SUBSCRIPTIONS)			LAR's Cost Plus (%) Overall				Level 1-.5%	Level 2-.5%	Level 3-.5%	Level 4-.5%
Item No.	Product Family	Listed Retail Price	LAR'S Cost				Cost to County			
			Level 1 License Qty. (1-9)	Level 2 License Qty. (10-49)	Level 3 License Qty. (50- 99)	Level 4 License Qty. (100+)	Level 1 License Qty. (1-9)	Level 2 License Qty. (10-49)	Level 3 License Qty. (50- 99)	Level 4 License Qty. (100+)
31.	InDesign CC for teams	\$407.88	\$383.40	\$369.90	\$356.96	\$356.52	\$385.32	\$371.75	\$358.74	\$358.30
32.	Photoshop CC for teams	\$407.88	\$383.40	\$369.90	\$356.96	\$356.52	\$385.32	\$371.75	\$358.74	\$358.30
33.	Presenter Licensed for enterprise	\$239.88	\$225.48	\$214.20	\$202.92	\$191.60	\$226.61	\$215.27	\$203.93	\$192.60
34.	Acrobat Pro DC for enterprise	\$239.88	\$213.48	\$202.80	\$192.12	\$181.44	\$214.55	\$203.81	\$193.08	\$182.35

B. Tax

- B1. County will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. Taxability will be calculated based on the ship-to location provided on the Order. When Contractor is authorized to collect such taxes, they will be separately stated on Contractor's invoices and reported and paid to appropriate taxing authorities by Contractor. For destinations where Contractor is not authorized to collect such taxes, no tax will be shown on Contractor's invoice, and, if applicable, County will be responsible for remitting such tax payments directly to the appropriate taxing authority.
- B2. At County's request, Contractor will, to a Commercially Reasonable extent, file any certificate or other document which may cause any such tax to be avoided or reduced, and cooperate with County in contesting any such tax or in claiming, on County's behalf, refunds of any such taxes paid by or on behalf of County.
- B3. All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability
- B4. For those states that provide a sale and use tax exemption for electronically delivered software or software delivered on County provided media, Contractor agrees that such taxes shall not be collected from County or remitted to the applicable state taxing authorities