



Add-On Quote

Quote Prepared By:

Jim Nelson
1000 Business Center Dr
Lake Mary, FL 32746
Phone: (407) 304-3866 Fax:
Email: james.nelson@superion.com

Quote Prepared For:

Richard Vietheer, Chief Deputy Auditor
Shasta County Auditor Controller
1450 Court St., Ste 238
Redding, CA 96001
(530) 245-6660

Quote	Date	Valid Until
Q-00021379	09/07/2017	09/30/2017

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
COGNOS-DM	Cognos DM: Base Bundle	1.00	29,480.00	4,716.80
COGNOS-DM-USER5	Cognos DM: Standard User Bundle	1.00	14,570.00	2,740.00
		Totals:	\$44,050.00	\$7,456.80

Professional Services

Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
COGNOS-DM-CAFR	CAFR Constructor Services Bundle	Ext Price:	3,840.00	-	-	28,800.00	-	-	32,640.00
COGNOS-DM-S	Cognos DM: Base Bundle-Services	Ext Price:	-	700.00	-	-	-	-	700.00
		Totals:	\$3,840.00	\$700.00	-	\$28,800.00	-	-	\$33,340.00

Product & Services

Professional Services:	\$33,340.00
Third Party License Fees:	\$44,050.00
Subtotal:	\$77,390.00

Discounts

Third Party License Fee Discount:	\$6,607.50
--	------------

Product & Services Totals

Net Professional Services:	\$33,340.00
Net Third Party License Fees:	\$37,442.50
Total:	\$70,782.50
Third Party Maintenance:	\$7,456.80

Product Notes

COGNOS-DM: Includes 1 Advanced Starter Install, 1 Admin, 1 User, 2 Reviewers. Additional services are a required element of this engagement.

COGNOS-DM-S: It is recommended that Cognos DM: Base Bundle (COGNOS-DM) reside on a stand-alone server. Under the direction of Superior's assigned Project Manager, Superior Technical services staff will provide up to 4 hours of remote assistance to install the software. Please visit with your Superior Account representative for current hardware/operating system requirements or refer to Superior's Connect Community website for this information.

Comments:

This proposal is for Cognos Disclosure Manager (Cognos DM) which, among other things, can be utilized for simplifying and streamlining the management and production of complex financial reports like the CAFR and Budget Book. This proposal contains services for ONLY the CAFR. However, staff that perform work to complete the Budget Book or other complex reports are welcome to sit-in on the sessions devoted to CAFR.

****NOTE:** A 15% discount is extended on software if a signed agreement is received by 9/30/17**

The base COGNOS-DM (Disclosure Mgt) product license fee that is currently proposed includes "1 Advanced Starter Install, 1 Admin, 1 User and 2 Reviewers". Additional User and Reviewer licenses are available in bundles of one or in bundles of five and per County request, an additional two Bundles of 5 User Licenses have been priced into the proposal.

The User & Reviewer license types are "Authorized Users" (AUs), which means:

- A Standard User can setup/create a document and contribute to it (Additions/edits, etc.) – A User can also be a Reviewer
- A reviewer can only review a document that was sent to them via the workflow. They can either accept it or reject it, but not add or modify the document.
- Advanced Starter is akin to "get you up-and-running" and includes system install of all components plus connectivity to data source used for reporting & email notification setup.
- Admin can pretty much do everything on the system and is usually the person who sets up users, defines workflows etc.

The timing and order for the professional services will be agreed upon by Superior and the client and outlined in a mutually developed project plan. The standard professional services are for Superior consultants to provide assistance with the development of 2 mutually agreed upon sections of the CAFR during the training as a proof of concept. (see note below) Client will then be responsible for generating the remaining sections of the CAFR with Superior providing technical assistance. Superior will train client's staff on adding the narrative sections. The client is wholly responsible for the content of the narrative sections. Superior has included services to assist existing clients with reviewing their existing General Ledger structure to see if it can be streamlined to make better use of the CAFR constructor. Consulting, installation, project management, and training are performed by Superior.

Superior's assigned Project Manager and CAFR Consultant will collaborate with County staff to determine when ~~onsite and any possible~~ distance learning sessions will be scheduled.

Only Training & Consulting services rendered will be invoiced monthly

Services included:

****COGNOS DM - CAFR****

Remote Project Management - 24 hours at \$160/hr = \$3,840

Consulting - 128 hours at \$225/hr = \$28,800

Installation - 4 hours at \$175/hr = \$700

~~Travel Expenses are NOT included and will be invoiced monthly according to Superior's travel policy.~~ Software Licenses will be invoiced upon contract execution as well as the initial hours of Project Management and remote Installation assistance (\$700). Client will be responsible for procuring any additional required hardware.

System Requirements:

Cognos Disclosure Management Server

Processors: Dual-Core or Quad-Core Intel Xeon at 2.0GHz or faster (Dual-Socket minimum)

Memory (RAM): 32GB or Higher

Storage: 100GB for data plus 25% Free Space for I/O Performance (RAID 10 recommended)

Operating System: MS Windows Server 2008 Standard SP2 (64-bit only)

MS Windows Server 2008 Enterprise SP2 (64-bit only)

MS Windows Server 2008 Standard R2 (64-bit only)

MS Windows Server 2008 Enterprise R2 (64-bit only)

Database Software: MS SQL Server 2008 SP1 (Standard or Enterprise only) – Must use the 64-bit Microsoft SQL Server Native Client

Software: Microsoft .NET Framework 4

Microsoft Visual C++ 2008 SP1 Redistributable Package

Microsoft Visual C++ 2010 Redistributable Package

Cognos Disclosure Management 10.2.1 SSL Requirement: Either a self-signed SSL Certificate (for servers that reside inside your network) or a SSL Certificate from a recognized certificate authority.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superior in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superior Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superior is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superior receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superior will renew automatically at then-prevailing rates until such time Superior receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for

any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current rates for the services at issue.

For training and ~~on-site~~ project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or ~~on-site~~ project management ~~plus incurred expenses~~.

Shasta County Auditor Controller

Authorized Signature: _____ Date: _____ Printed Name: _____

Superion, LLC

Page 5 of 5

Signature page follows.

IN WITNESS WHEREOF, Customer (County of Shasta) and Superion have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, Chairman
Shasta County Board of Supervisors

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____

Approved as to form:

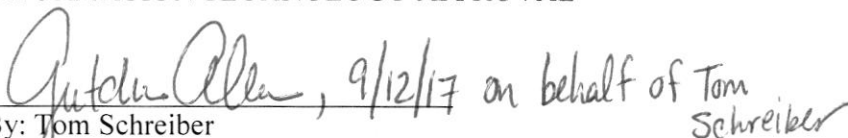
RUBIN E. CRUSE, JR
County Counsel

By:  _____
Asst. County Counsel

RISK MANAGEMENT APPROVAL

 09/12/17
By: James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY APPROVAL

 9/12/17 on behalf of Tom Schreiber
By: Tom Schreiber
Information Technology Director

SUPERION

Date: _____

By:
Title:

Tax ID