



Customer:	DuPage County IL
Quote Number:	2023-52681
Quote Date:	11/27/2023
Expiration Date:	12/31/2023

To: matthew.theusch@dupageco.org
Matt Theusch
Deputy Director of Operations
421 North County Farm Road
Wheaton IL 60187
United States
6304505734

Ship To: DuPage County IL
Matt Theusch
421 North County Farm Road
Deputy Director of Operations
Wheaton Illinois 60187
United States

Bill To: DuPage County IL
Matt Theusch
Deputy Director of Operations
421 North County Farm Road
Wheaton Illinois 60187
United States

Matt, Please feel free to contact us at any time. We would be more than happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure. We look forward to working with you in the future.

Thanks for your business and best regards!

Account Manager-Eastern Region
Hexagon Safety and Infrastructure
Tel: (256) 730-8369
Cell: (256) 656-4976
Email: tj.mcgee@hexagon.com
www.hexagon.com

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



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Quote Number: 2023-52681
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Quotation

Project Configuration Listing

USD

Part Number	Description	Qty	Ext Net Price
SPRSVC9001	Illinois LEADS 3.0 Implementation Services - Configure / Test / Issue Resolution / Deployment to Production / Project Management Services	1	\$29,363.00
Project Total			\$29,363.00

Maintenance Configuration Listing

USD

Part Number	Description	Qty	Type	# of Mths	Ext Net Price
Maintenance Total					\$0.00

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Summary

	USD
Total Price*:	\$29,363.00

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

This Quote together with the attached Statement of Work is an Order made pursuant to that certain Agreement originally dated June 28, 2016 and Amended and Restated March 9, 2022 by and between DuPage County, IL ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon")

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This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by <https://legaldocs.hexagon.com/sig/Sales/US-MT06-2021b.pdf>.

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, prior to the expiration date, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to your Account Manager. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/ services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

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Signature & Reference

DuPage County IL

Signature:

Printed Name:

Phone:

Date:

PO reference (if required for invoicing):

Tax Exemption ID (if applicable)

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Billing & Payment Information

Please check to indicate payment and billing instructions:

- ☐ My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

- ☐ I wish to pay by CREDIT CARD. Hexagon will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

- ☐ INVOICE ME based on my returning this signed acceptance sheet. No PO will be Issued. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

- ☐ My CHECK payable to **Intergraph Corporation** has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Hexagon and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount _____

- ☐ My DOMESTIC WIRE PAYMENT has been wired to :

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to Beneficiary: Intergraph Corporation, Account #00007583

- ☐ My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone# 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Hexagon.)



HEXAGON
SAFETY & INFRASTRUCTURE

STATEMENT OF WORK

Illinois LEADS 3.0 Implementation Services

Presented to:

Matt Theusch
DuPage County, IL

Presented by:

TJ McGee
Hexagon Safety & Infrastructure
305 Intergraph Way
Madison, AL 35758 USA
Phone: 256-730-8369
Email: tj.mcgee@hexagon.com
Fax: 256.730.8046

June 23, 2023



Table of Contents

Introduction	3
Project Deliverables	3
Services	3
General Assumptions	4
I/Informer— Illinois LEADS 3.0 Development Update	7
Acceptance Criteria	9
Schedule	9
Contract Price	9
Terms of Payment	9
Terms & Conditions	9
Approval Signatures	10

INTRODUCTION

This statement of work (“SOW” or “Statement of Work”), together with the Quote, is subject to that certain June 28, 2016 Master Agreement by and between Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division (hereinafter referred to as “Hexagon”) and DuPage County, IL (“Customer”) (collectively, the “Agreement”), and defines the services required to implement the new LEADS (Law Enforcement Agencies Data System) 3.0 development updates.

PROJECT DELIVERABLES

The deliverables for this SOW will be as follows:

Services

- Hexagon Project Management Services as defined in the General Assumptions Section of this SOW
- Hexagon Implementation Services as defined in the Project Tasks Section of this SOW

GENERAL ASSUMPTIONS

- Pricing and execution of this SOW is contingent and predicated upon the Customer having a valid maintenance agreement in place with Hexagon prior to starting the Project and throughout the Project
- Hexagon and Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Notwithstanding the foregoing services shall begin within six months of execution of the SOW. Note: The Customer must execute and issue a PO (if applicable) prior to any tentative dates being confirmed.
- Hexagon's pricing and level of effort is predicated upon its understanding of the Customer's current Hexagon software system (the "System") and its configurations are based upon configurations Hexagon made for the Customer during the latter of the initial implementation of the System or the most recent upgrade to the System. Configurations made by the Customer that affect the scope, schedule, or level of effort required to complete the project are not included in the scope of this SOW.
- Hexagon's resource who shall be responsible for the following: (1) maintaining Project communications with the Customer Project Manager; (2) managing the efforts of the Hexagon staff and coordinating Hexagon's activities with the Customer Project Manager; (3) conducting any meetings (if applicable) with the Customer Project Manager; and (4) preparing and submitting Project changes to the Customer Project Manager, as necessary (the "Hexagon Project Manager") will, at a minimum, direct the following activities:
 - Act as single point of contact for the Customer
 - Provide a mutually agreed-upon schedule in Microsoft Project format
 - Order Hexagon software (if applicable)
 - Verify Customer activities related to the Statement of Work have been completed in timely manner
 - Resolve any issues that arise during the Project implementation by coordinating with appropriate Hexagon or Customer resources
 - Process Change Orders (if applicable)
- Hexagon shall have timely access to Customer Project staff. The Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project.
- Customer shall assign a single duly-authorized Customer representative with the authority and/or responsibility to: (1) approve deliverables, changes, invoices, and other official Project documents; (2) allocate and schedule the necessary Customer resources and facilities required to work on and support the Project; (3) communicate with Hexagon's Project Manager; (4) coordinate any necessary efforts performed by Customer's third-party vendors; and (5) provide a single point of contact for coordination with the Hexagon Project Manager (the "Customer Project Manager") to the Project.
- Customer shall have at least one (1) designated person who is responsible for the upkeep, configuration, and reliable operation of computer systems, especially multi-user computers, such as servers (the "System Administrator") available to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- Customer shall have technical resource(s) and subject matter expert(s) ("SME") available with the skills necessary to perform and/or support all Customer Responsibilities and respond to Hexagon requests during working and non-working hours.
- Customer shall provide Hexagon with access to all data, documents, plans, reports, and analyses related to the scope of work and responsibilities of this Project.

- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project. Unrestricted system and VPN access via SecureLink is required for Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time. Hexagon personnel will be provided individualized system access credentials by Customer. Customer shall allow Hexagon authorized resources VPN access 24 hours a day, seven days a week for the duration of the Project.
- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of the Customer's System during working and non-working hours.
- Customer shall schedule and coordinate with third party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests and support the testing of interfaces, as required.
- Customer is responsible for conforming to Hexagon's supported environments, software requirements and the Hexagon Public Safety System Specifications, which are available upon request or at the Help Desk ("System Specifications").
- Customer is responsible for the purchase, installation, configuration and administration of its network infrastructure. The network infrastructure must meet the defined System Specifications, and the Customer must ensure connectivity between servers and clients.
- Customer is responsible for having current backups of their System.
- Customer is responsible for training users on all functionality.
- All System Documentation and Training documentation, if any, provided by Hexagon under this SOW will be standard COTS documentation and Help Files, and the aforementioned documents will not be customized to Customer's site-specific configuration. All documentation provided by Hexagon will only be provided in electronic format.
- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo the criminal background check, the Customer shall arrange for such criminal background check and fingerprinting and be responsible for any and all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed any law enforcement agency.
- Once Hexagon provides the Customer a Project Deliverable Sign-Off Form for a task, Customer shall within five (5) business days either: (i) execute the same indicating the task is complete or accepted, or both, or (ii) identify in writing to Hexagon why Customer considers the task incomplete in light of the task completion criteria outlined herein. Hexagon shall acknowledge its receipt of such list of the identified deficiencies within five (5) business days and Hexagon will use commercially reasonable efforts to address those issues. If Customer fails to provide any written response to Hexagon within five (5) business days of receipt of the Project Deliverable Sign-Off Form, the task shall be deemed accepted.
- After completion of this Project, Hexagon will VPN using SecureLink in to the live System only at the Customer's request and will follow the Customer's required VPN access procedures.
- First year software maintenance for Hexagon software will begin upon production use.
- Except where stated otherwise within a Task, all work to be performed by Hexagon resources will be performed remotely. This assumption is reflected in pricing and any change to this assumption would require a Change Order.

Task Title	I/Informer— Illinois LEADS 3.0 Development Update
Task Overview	
<p>During this task, Hexagon resources will update Informer transactions to support the LEADS 3.0 efforts to convert to the new based message format for CPI OFML Message Switch. Requests to configure any new functionality to the new I/Informer configuration is not included within the scope of this SOW. No enhancements other than transition to the OFML standard for Illinois.</p>	
Task Deliverables	
<ul style="list-style-type: none"> • Develop Informer updates per the specification provided in LEADS 3.0 Specifications • Install, configure, and support testing of Informer Server, Client, & MPS forms in the Test Environment • Install, and configure updated Informer Server, Client, & MPS Forms in Production Environment 	
Task Assumptions and Prerequisites	
<ul style="list-style-type: none"> • Updates contained within this effort will include Informer Server, Informer connection to Illinois LEADS 3.0 Open Fox Message Switch "OFML" (the "Remote"), Informer Client, MPS, and Mobile Responder (if applicable). • If Hexagon requires additional information from a Customer SME, State contact, and or State vendor, Customer shall be responsible for obtaining such information • Hexagon requires use of the State, County, and/or local switches for testing I/Informer queries, Customer shall be responsible for obtaining such information or access from the entity controlling access • For I/Informer Client and MPS, the LEADS 3.0 conversion may require client form changes. The migration may also introduce changes in the transaction behavior, response content, and response displays. This includes the order in which responses are returned and how responses are displayed. Hexagon is not responsible for maintaining the previous State legacy message switch functionality and behavior. • Customer must have CJIS-related security in place as it relates to I/Informer data, transactions, and responses • Customer is responsible for ensuring that a test connection to the Illinois LEADS 3.0 Message switch, as well as other external systems required for the Project, are available for testing use by Hexagon. This test connection must be available before the scheduled interface delivery. State-assigned terminal mnemonics, ORIs, certificates and user credentials (if applicable) must also be available for testing. To accurately test certain workflows, responses received by the System in the test environment must contain the same content as those received in the live/production system • Customer is responsible for ensuring that a connection to the Illinois LEADS 3.0 Message switch, as well as other external systems required for the Project, are available for production use prior to Cutover. State-assigned terminal mnemonics, certificates, ORIs, and user credentials (if applicable) must be entered into the test System by Customer prior to Cutover • If there are updates/changes to the state documentation provided by PSP prior to this SOW commencing, Customer is responsible for ensuring that documentation detailing the format, development/design, and connection information (IP, protocol, credentials, etc.) is provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services/charges may be incurred by Customer • The customer is responsible for rolling out any changes to remote systems, such as Informer Client (stand alone and I/Dispatcher Add-in), MPS and Mobile Responder • This SOW does not include the development of any new forms, queries, or transactions for I/Informer unless specifically identified herein • This SOW does not include editing of existing forms, queries, or transactions for I/Informer unless specifically identified herein • Customer will be responsible for all Customer-developed forms, queries, or transactions. 	

Hexagon Responsibilities	Customer Responsibilities
<ul style="list-style-type: none"> • Install the updates to Informer Server, Informer Client, Informer Remote Connection to Illinois LEADS 3.0 Message switch, MPS and Mobile Responder as appropriate • Address mutually agreed upon Priority One (P1) and Priority Two (P2) SRs and answer functionality questions 	<ul style="list-style-type: none"> • Provide test connections to Illinois LEADS 3.0 Message switch, as well as other external system required for the Project • Provide live connections to Illinois LEADS 3.0 Message switch, as well as other external systems required for the Project • Enter associated ORI, certificates, user credentials (if applicable), and terminal mnemonics • Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a production environment • Test and report any errors to Hexagon within ten (10) business days of installation on Customer's test System
Completion Criteria	
This task is complete when the installation of the updates to Informer have been completed and the existing transactions have been updated for use with the new State Message Switch.	

ACCEPTANCE CRITERIA

The software and services contemplated by this SOW shall be considered accepted with either written acceptance by the Customer or when Hexagon has installed the updates to Informer and they have been completed and the existing transactions have been updated for use with the new State Message Switch, whichever comes first.

Note: If a delay in final acceptance is caused by another vendor or a state agency's ability to provide required deliverables and lasts for more than 30 days after the services have been delivered by Hexagon, the Customer agrees to provide written acceptance of Hexagon services.

SCHEDULE

Scheduling of Hexagon's services will occur: (1) upon receipt of this executed document, (2) receipt of Customer's purchase order (if applicable), and (3) if Customer has no past due payments to Hexagon. Hexagon and Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

CONTRACT PRICE

Pricing for the SOW is in accordance with Hexagon's Quote to which this SOW is attached.

TERMS OF PAYMENT

Payment for this SOW will be due according to the following payment schedule:

Payment Milestone	Payment Percentage
Upon Execution of SOW	50%
Upon acceptance as defined in Section: Acceptance Criteria	50%

Applicable payment terms are set forth in the Agreement.

TERMS & CONDITIONS

The terms and conditions governing this SOW are set forth in the Agreement.

APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

Authorized Hexagon Signature			
Name:	Tiffany Taylor, Americas Finance Director Hexagon Safety & Infrastructure		
Signature:		Date:	

Authorized Customer Signature			
Name:			
Signature:		Date:	