

Customer: Quote Number:	DuPage County IL 2023-50809
Quote Date:	05/01/2023
Expiration Date:	12/29/2023

TO:	DuPage County IL Linda Zerwin Executive Director 421 North County Farm Road
Tel:	Wheaton IL 60187 United States (630) 550-7743
Email:	linda.zerwin@dupageco.org

Linda, We appreciate the opportunity to quote and work with you on this project. We are happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure.

Thanks again for your business, and best regards!

TJ McGee Account Manager-Eastern Region Hexagon Safety and Infrastructure Tel: (256) 730-8369 Cell: (256) 656-4876 Email: tj.mcgee@hexagon.com www.hexagonsafetyinfrastructure.com



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This quotation has been prepared for: Linda Zerwin Executive Director DuPage County IL 421 North County Farm Road

Wheaton IL 60187 United States

Ship To:

DuPage County IL Linda Zerwin Executive Director 421 North County Farm Road Wheaton Illinois 60187 United States

Project Configuration Listing

Bill To:

DuPage County IL Linda Zerwin Executive Director 421 North County Farm Road Wheaton Illinois 60187 United States

Part Number	Description	Qty	Ext Net Price
SPRSVC9001	Ancillary Development Services and Software based on Time and Materials	1	\$150,000.00
Project Total			\$150,000.00

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 <u>https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Sales/USMT062021a.pdf</u>.

Total Price*:

\$150,000.00



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*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 Master Agreement initially dated June 28, 2016, and subsequently amended, by and between the County of DuPage, IL ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon")

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, 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 the Order Administration desk in accordance with the contact information provided below. 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.

Attn: Hexagon Administration Intergraph Corporation P. O. Box 240000 Huntsville, AL 35813 Phone: (256) 730-2705 Fax Numbers: 800-239-2972 or 256-730-6089 Email: ordersall.si@hexagon.com



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DuDada	County II	
Duraye	County II	-

Signature:	
Printed Name:	
Phone:	
Date:	

PO reference(if required for invoicing):

Please check to	indicate payment and billing instructions:	

My PURCHASE ORDER (PO) Terms and conditions printed o attached to this quotation.)	is attached. (Your order will be processed upon written acceptance by Hexagon. In a customer PO shall not supersede the applicable terms and conditions
PO Number:	PO Amount:
name and telephone number of	9. Hexagon will contact you to obtain the credit card number. Please provide the the credit card holder below. (Your order will be processed upon written oon authorization/approval of your credit card.)
Name as it appears on Credit C	ard:
Telephone number of Cardhold	er:
Signature of Cardholder:	
INVOICE ME based on my retu acceptance by Hexagon and up	rning this signed acceptance sheet. (Your order will be processed upon written oon credit approval.)
My CHECK payable to Intergra	ph Corporation has been sent to the following address
Intergraph Corporation 7104 Solution Center Chicago, IL 60677-7001	
(Your order will be processed u 5 days after receipt by our lock	pon written acceptance by Hexagon and after your check clears - approximately pox.)
Check Number:	Check Amount
My DOMESTIC WIRE PAYMEN	IT has been wired to :
ABA Number: 021000018 Bank Name: Bank of New York Favor of: Bank: SEB(Skandinav Account Number: 890 043 968 For further credit to Beneficiary	riska Enskilda Banken)
My ACH PAYMENT has been s	ent to:
Account Number: 1030429611 Company Name: Intergraph Co Routing Number: 043000096 Beneficiary Bank Name: PNC E Address: Pittsburgh, PA 15222 Phone# 1-877-824-5001, Opt 1 Contact: Lockbox Group, Produ	and Opt 3
(Your orde	er will be processed upon written acceptance by Hexagon.)



DuPage County, IL Time & Materials Statement of Work

For

Ancillary Development Services and Software

PRESENTED TO:

Linda Zerwin

PRESENTED BY:

TJ McGee Hexagon Safety & Infrastructure 305 Intergraph Way Madison, AL 35758 USA Cell: 265-656-4876 Email: tj.mcgee@hexagon.com

4/27/2023





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INTRODUCTION

This Time and Materials (T&M) Scope of Work (SOW) for Ancillary Services and Software (ADS SOW), together with the Quote, is an Order (ADS Order) subject to that certain Master Agreement dated June 28, 2016, and its subsequent amendments, by and between DuPage County, IL (hereinafter referred to as "Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division (hereinafter referred to as "Hexagon"), and governs the performance of the project work described herein as ancillary development services and software. The term of this agreement shall be twelve (12) months from the date of the signed ADS SOW together with the Quote. The Customer may exercise the option of extending the agreement term by providing a written request prior to the expiration of the agreement, whereby HxGN will create a Change Order and send it to the Customer to extend the term of the agreement.

SCOPE OF SERVICES

ANCILLARY DEVELOPMENT SERVICES AND SOFTWARE

Description

Those funds provided by the ADS Order are unallocated funds. All ancillary services must be authorized by the Customer through the execution of separate quotes provided by Hexagon. Hexagon shall perform ancillary services up to the number of hours authorized by the Customer in a separate quote and SOW (T&M Order) and provide delivery of all software licenses identified in an executed quote for Software (SW Order) unless or until the Customer terminates an Order or this ADS Order as set forth in the terms and conditions cited above.

Requirements of Ancillary Services might include, but shall not be limited to, any of the following services listed below:

- Communications Server Interface Development and/or Upgrades
- Xalt Interface Development and/or Upgrades
- I/MDT Configuration to upgrade
- Project Management Services associated with upgrade implementation and testing
- Upgrade related Interface and Integration Implementation Services
- Application Server Staging for upgrade deployment
- CAD Configuration for upgrades and enhancements
- Communications Server Interface Development and/or Upgrades
- I/MDT Configuration to upgrade
- 9. 4 Staging Functionality testing
- 9. 4 Status Monitor of Configuration during Upgrade Operations
- Mobile for Public Safety Configuration to upgrade
- Mobile Responder Configuration to upgrade
- Custom Interfaces Upgrade configuration



- End User Training program that includes Train the Trainer approach
- Cutover Support
- Virtual Environment Analysis
- Networking Analysis
- ESXi Host Analysis
- Storage and Memory Analysis
- Back-Up Plan Assessment
- DuPage requested specific services on Software deployments-enhancements
- Annual health check on server performance and diagnosis of server hardware
- Software licenses and Maintenance for new software purchased pursuant to this Order

PROJECT MANAGEMENT

Hexagon's project managers are responsible for identifying and tracking of project-related technical, resource, and communication issues, as well as resolution of issues.

As requested by Customer, project conference calls will be held with the project team to review the status of the project and an action items log is maintained and distributed to track project issues and progress.

PROJECT ASSUMPTIONS

- Pricing and execution of this SOW is contingent upon the Customer having a valid maintenance agreement in place with Hexagon prior to starting and throughout the Project
- Hexagon and Customer will determine a mutually agreeable set of dates for the services to be performed
- Hexagon's pricing and level of effort is predicated upon its understanding of Customer's System, and its configurations are based upon configurations Hexagon made for Customer during the most recent upgrade to the System
- Customer shall have current backups of their existing System. By executing this quote Customer understands that any T&M Orders included in this quote are for a period of performance (POP) valid for twelve (12) months after signature of the ADS SOW and Quote ("POP Date"), unless a mutually agreed Change Order extends the POP.
- SW Orders pursuant to this ADS SOW shall reference the ADS Order as well as the Master Agreement and shall be subject to the terms and conditions of the Master Agreement.



PRICING

Pricing for the ADS Order shall be in accordance with Hexagon's Quote 2023-50809 to which this ADS SOW is attached and incorporated therein.

For each T&M project, the pricing for professional services will be provided in the T&M Order. The ancillary services performed thereunder is based on a time and materials consulting approach and represents Hexagon's best estimate of the effort involved. The estimates do not commit to firm deliverables or schedule. The time and materials estimates have not been supplemented with additional contingency to account for possible unknown risk factors. Hexagon will apply reasonable efforts to the completion of the T&M SOW; however, should the services require more time than estimated, Hexagon will obtain the Customer's written approval through a Change Order and bill the time at the rate stated in the T&M Order unless otherwise modified within the mutually agreed Change Order. If additional services or follow-up support are required beyond the SOW, the additional effort will be estimated, and an additional T&M Order submitted to the Customer for acceptance prior to Hexagon beginning the additional effort.

Hourly labor rates will be specified in the T&M Order and are valid through its POP Date. In the event that the period of performance of the T&M Order extends beyond the POP Date of the ADS Order, it will be necessary to create a Change Order to adjust the hourly labor rates to the prevailing rate. During the performance of a time and materials effort, Hexagon reserves the right to redistribute the mix of labor hours as may be required. This is with the understanding that in no event shall the total price of this ADS SOW be increased without the prior written consent of the Customer. The price for the T&M portion of the quote will not exceed the value reflected in the Hexagon Quote to which the SOW is attached for labor unless otherwise authorized by Customer. A Quote does not include travel or other associated expenses unless specifically stated.

Terms of Payment

Should the services require more time than estimated, Hexagon will obtain Customer's prior written approval as outlined above and bill the additional time at the rates reflected in the pricing referenced in the T&M Order or Change Order, as appropriate. Should Customer require less time than estimated, Hexagon will only bill Customer for the actual hours expended with no minimum amount penalty. Invoicing and payment of services shall be conducted in accordance with the terms and conditions governing this quote.



APPROVAL SIGNATURES

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

	AUTHORIZED HEXAGON SIGNATURE
NAME:	Tiffany Taylor, Americas Finance Director Hexagon Safety, Infrastructure & Geospatial
SIGNATURE:	DATE:

	AUTHORIZED CUSTOMER SIGNATURE
NAME:	
SIGNATURE:	DATE:

Customer: Please check the appropriate box:	
	A Purchase Order <u>Will Not</u> be issued. Customer signature above constitutes notice to Hexagon to proceed with this Statement of Work.
	A Purchase Order Will be issued and shall contain the following statement:
	This Purchase Order is issued in accordance with the Terms and Conditions contained in Hexagon's Statement of Work.