Customer:	Marin Emergency Radio Authority
Quote Number:	2020-71111 rev. 1
Quote Date:	October 15 2020
Expiration Date:	November 23 2020

This quotation has been prepared for:
Carlo DiMesio
Marin County
1600 Los Gamos Blvd.
3rd Floor Suite 200
San Rafael California 94903
United States

Tel: 415-473-4083
Fax: (415) 507-4126
Email: cdimesio@marinsheriff.org

Ship To:

David Mortimer
Marin Emergency Radio Authority
300 Tamalpais Dr.
Corte Madera California 94925
United States

Bill To:

Maureen Cassingham
Marin Emergency Radio Authority
300 Tamalpais Dr.
Corte Madera California 94925
United States

Product Configuration Listing

Part Number	Description	Qty	Unit Net Price	Ext Net Price
SPRSVC9001	SPR - Services	1	$55,082.75	$55,082.75
Product Total				$55,082.75

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Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

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://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Sales/MT/USMT082020.pdf.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department.

If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: (256) 730-2389 Fax:

Customer:	Marin Emergency Radio Authority
Quote Number:	2020-71111 rev. 1
Quote Date:	October 15 2020
Expiration Date:	November 23 2020

Summary

Services:	$55,082.75
Total Price*:	$55,082.75

*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 is an Order made pursuant to the Master Terms dated December 6, 2019 by and between Marin County, California ("Customer") and Intergraph Corporation doing business through its Hexagon Safety & Infrastructure 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

Customer:	Marin Emergency Radio Authority
Quote Number:	2020-71111 rev. 1
Quote Date:	October 15 2020
Expiration Date:	November 23 2020

Fax Numbers: 800-239-2972 or 256-730-6089
Email: ordersall.si@hexagon.com

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: (256) 730-2389 Fax:

Customer:	Marin Emergency Radio Authority
Quote Number:	2020-71111 rev. 1
Quote Date:	October 15 2020
Expiration Date:	November 23 2020

Marin Emergency Radio Authority

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference(if required for invoicing):

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: (256) 730-2389 Fax:

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. (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 b/a Hexagon Safety & Infrastructure, 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

MARIN COUNTY, CA
STATEMENT OF WORK

I/FSA to MACH Alert Interface

PRESENTED TO:

David Mortimer

PRESENTED BY:

Daniel Tarkowski
Hexagon Safety & Infrastructure
305 Intergraph Way
Madison, AL 35758 USA
Phone: (256) 730-2389
Email: daniel.tarkowski@hexagonsi.com

October 15, 2020

HEXAGON
SAFETY & INFRASTRUCTURE

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INTRODUCTION

This document is submitted in conjunction with the attached Quote is an Order subject to and governed by that certain Master Agreement Terms and Conditions dated December 6, 2019 ("Master Terms"), together with this Statement of Work ("SOW") and Quote, the ("Agreement") by and between Marin County, CA ("Customer") and Intergraph Corporation doing business through its Hexagon Safety & Infrastructure division ("Hexagon"). This SOW defines the services required to re-configure and implement the Marin County, CA existing I/Fire Station Alerting ("I/FSA") interface to work with Mach Alert.

Functionality not identified in this SOW may be included at additional cost with appropriate revisions to the SOW.

OVERVIEW

The Customer has requested that Hexagon provide an updated I/FSA interface between the Marin County, CA, Intergraph I/CAD System and Mach Alert. Hexagon will provide the services for installation, configuration, and testing. The Customer will be providing all required non-Intergraph software and services that are needed to support this interface.

GENERAL ASSUMPTIONS

- The work identified in this SOW is considered complete based on the criteria identified in the Acceptance Criteria section.
- Hexagon and the Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Note: This purchase must be completed prior to any tentative dates being confirmed.
- The Customer shall assign a single, duly authorized representative to act as the Customer Project Manager. The Customer is responsible for providing a single point of contact for coordination with the Hexagon Project Manager. Hexagon assumes that the assigned Customer point of contact shall have the authority to allocate and schedule the necessary Customer resources and facilities required to work on and support this project.
- No software is included in this SOW. It is assumed that the Customer will use their existing I/FSA license exclusively for this interface.
- 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.
- The Customer shall provide Hexagon with access to all relevant data, documents, plans, reports, and analyses related to the scope of work and responsibilities of this project.
- All services under this SOW will be performed remotely by Hexagon personnel. The Customer will ensure VPN access to the system for Hexagon mapping personnel when remote access is required as part of this SOW.
- The Customer will be responsible for the purchase of any required Motorola services and software required to support the interface.
- The Customer will be responsible for physical connections, networking, hardware, firewalls and routing of packets.

- Marin County, CA will be on an active maintenance contract for the duration of the project.
- Hexagon will re-configure Marin County, CA existing I/Fire Station Alerting interface for Mach Alert.
- The Customer will ensure any and all third-parties required for this interface will be available to work according to the agreed-upon schedule for implementation.
- Customer will need a Serial-to-IP device to translate RS232 to IP.
- Hexagon will have access to the overall Motorola Project Schedule.

PROJECT DELIVERABLES

- Remote Project Management Services: The Project Manager will, at a minimum, direct the following activities:
  - Act as single point of contact for the Customer from Kick off through completion of the tasks herein.
  - Determine, with Customer, a mutually agreed-upon conference call meeting schedule, during which project status and issues will be reviewed.
  - Provide a mutually agreed-upon schedule in Microsoft Project format within 30 days of execution of this SOW.
  - Resolve any issues that arise during the project implementation by coordinating with appropriate Hexagon or Customer resources.
  - Process Change Orders (if applicable).
  - Verify Customer activities related to this SOW have been completed in timely manner.

PROJECT TASKS

TASK 1 – PROJECT KICK-OFF MEETING

A meeting for project kick-off will be held remotely via TEAMS after the SOW has been executed.

TASK DESCRIPTION

The objective of this task is to ensure that all project assumptions are valid, and all requirements understood prior to beginning any significant work.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in the Assumptions Section, the following assumptions apply to this task:

- The Hexagon Program Manager will conduct the meeting remotely.

TASK PREREQUISITES

- The following items must be completed and fully deployed by the Customer prior to beginning this task:
- Contract/SOW Signature and Purchase Order (if applicable).
- Hexagon has assigned a program manager and core project team.
- Customer has assigned a program manager and core project team.
- Distribution of Statement of Work to the Project Team

HEXAGON SHALL:

- Review the project organization, roles and responsibilities with the Customer
- Conduct the Project Overview including a review of the Statement of Work to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Customer to identify and document any potential project risks.
- Provide meeting minutes, documented risks and action items that affect project schedule, resources and/or SOW
- Inform Customer of VPN requirements for project implementation and continued system maintenance.

CUSTOMER SHALL:

- Review the SOW and work with Hexagon to verify the project approach
- Provide Subject Matter Experts and any other resources as recommended by the Customer and Hexagon project managers.
- Provide Hexagon with VPN access to the Customer as appropriate for this project and continued software maintenance.

TASK COMPLETION CRITERIA

This task is considered complete at the conclusion of the remote Project Kick-off meeting and upon delivery of the meeting minutes to the Customer.

TASK 2 - REMOTE PROJECT IMPLEMENTATION SERVICES

TASK DESCRIPTION:

The work performed in this task will provide services to implement the I/FSA Interface configured for Mach Alert.

TASK ASSUMPTIONS AND PREREQUISITES:

In addition to the General Assumptions noted above, the following assumptions will apply.

- Customer requirements have been collected and these new products will be integrated into the existing production ready I/CAD 9.4 environment.

HEXAGON SHALL:

- Install and configure the interface first in the DCR lab.
- Install interface to the Customer's Test Environment.
- Answer questions and address Level One (P1) and Level Two (P2) issues identified by the Customer during testing.
- Move the I/FSA interface to the production environment once testing has been completed.

CUSTOMER SHALL:

- Provide CAD System Administrator to support the Hexagon Consultant on an as-needed basis during the remote installation and configuration.
- Provide Project Manager and Subject Matter Experts to conduct testing between the I/CAD System and MACH Alert for a period of ten consecutive business day (10).
- Promptly report any errors discovered during testing to the Hexagon Project Manager or CAD Interface Consultant

TASK COMPLETION CRITERIA:

This task is considered complete once the I/FSA interface is moved to the production environment.

ACCEPTANCE CRITERIA

The work identified in this SOW will be considered complete with either written acceptance by the Customer, or once the I/FSA – Mach Alert Interface is moved to the production environment, whichever comes first.

If a delay in final acceptance is caused by another vendor's inability to provide required deliverables and lasts for more than 30 days after the interface has been delivered by Hexagon, the Customer agrees to provide written acceptance of the Interface.

SCHEDULE

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

PRICE

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

PAYMENT TERMS

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

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

TERMS & CONDITIONS

The Terms and Conditions governing this SOW are set forth in the Master Terms, dated 12/6/2019.

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 INTERGRAPH SIGNATURE		
Name:	Debra T. Huser, Americas Finance Director Hexagon Safety & Infrastructure	
Signature:		**Date:**

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		**Date:**