



Customer:	Aurora City of IL
Quote Number:	2022-89950
Quote Date:	05/10/2023
Expiration Date:	12/29/2023

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TO:

Aurora City of IL  
Michael Pegues  
CIO  
Aurora Police Department  
1200 East Indian Trail, 2nd Floor

Aurora IL 60505-1896  
United States

Tel: (630) 256-3471  
Fax: (630) 256-3479  
Email: peguesm@aurora.il.us

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Mike, Thank you for the opportunity to work with you on this project. 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:  
Email: [tj.mcgee@hexagon.com](mailto:tj.mcgee@hexagon.com)  
[www.hexagonsafetyinfrastructure.com](http://www.hexagonsafetyinfrastructure.com)

This Quotation is issued by:  
Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



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This quotation has been prepared for:  
 Michael Pegues  
 CIO  
 Aurora City of IL  
 Aurora Police Department  
 1200 East Indian Trail, 2nd Floor

Aurora IL 60505-1896  
 United States

Ship To:

Aurora City of IL  
 Michael Pegues  
 CIO  
 44 E Downer Place  
 Second Floor  
 AURORA Illinois 60507  
 United States

Bill To:

Aurora City of IL  
 Michael Pegues  
 CIO  
 44 E. Downer Place  
 PO Box 2067  
 AURORA Illinois 60505-2067  
 United States

Project Configuration Listing

Part Number	Description	Qty	Ext Net Price
PSA1001	ShotSpotter CAD Xalt Interface	1	\$12,269.00
PSA1001BCK	ShotSpotter CAD Xalt Interface - Backup	1	\$0.00
PSA1001TST	ShotSpotter CAD Xalt Interface - Test	1	\$0.00
SPRSVC9001	ShotSpotter Services to Implement / Configure / Test / Resolve Issues / and Deploy to Production.	1	\$11,875.95
Project Total			\$24,144.95

Maintenance Configuration Listing

Part Number	Description	Qty	Type	# of Mths	Ext Net Price
PSA1001	ShotSpotter CAD Xalt Interface	1	PRM	12	\$2,724.00
PSA1001BCK	ShotSpotter CAD Xalt Interface - Backup	1	PRM	12	\$0.00
PSA1001TST	ShotSpotter CAD Xalt Interface - Test	1	PRM	12	\$0.00
Maintenance Total					\$2,724.00

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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://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Sales/USMT062021a.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.

## Summary

Project Total	\$24,144.95
Maintenance Total	\$2,724.00
Maintenance Year One:	\$2,724.00

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Total Price\*: \$26,868.95

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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 is an Order made pursuant to that certain Master Agreement dated October 22, 2021 by and between the City of Aurora, IL ("Customer") and Intergraph Corporation, doing business through its Hexagon Safety and 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  
Fax Numbers: 800-239-2972 or 256-730-6089  
Email: ordersall.si@hexagon.com

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305 Intergraph Way  
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**Aurora City of IL**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

PO reference(if required for invoicing):

This Quotation is issued by:  
Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

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, 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

### ShotSpotter CAD Xalt Interface

**Presented to:**

Michael Pegues  
City of Aurora, IL

**Presented by:**

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

May 10, 2022



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## INTRODUCTION

This statement of work (“SOW” or “Statement of Work”) together with the Quote is an Order made pursuant to that certain Master Agreement dated October 22, 2021 by and between Aurora, IL (City of) (“Customer”) and Intergraph Corporation, doing business through its Hexagon Safety & Infrastructure division (“Hexagon”) (collectively, the “Agreement”) and defines the software and services required to implement ShotSpotter CAD Xalt Interface (the “Project”).

The ShotSpotter CAD Xalt Interface is an Xalt based application that creates real-time incidents in I/CAD when an Incident Notification message is received from ShotSpotter. The data is received over HTTP Transport.

ShotSpotter is a gunfire detection and location technology solution. When gunfire is detected within the solution, a message containing the alert and calculated location is transmitted over HTTP to I/CAD via the ShotSpotter CAD Xalt Interface.

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

## PROJECT DELIVERABLES

The deliverables for this SOW will be as follows:

### Software

- PSA1001 ShotSpotter CAD Xalt Interface (Qty 1)
- PSA1001TST ShotSpotter CAD Xalt Interface – Test License (Qty 1)
- PSA1001BCK ShotSpotter CAD Xalt Interface – Backup License (Qty 1)
- First Year software maintenance for PSA1001 ShotSpotter CAD Xalt Interface begins upon installation in the Customer’s Production Environment.

### 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.

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## SHOTSPOTTER CAD XALT INTERFACE ASSUMPTIONS

- ShotSpotter CAD Xalt Interface functionality assumes Customer is using I/CAD 9.4 version.
- ShotSpotter CAD Xalt Interface functionality assumes Customer is using Xalt (formerly known as EdgeFrontier Runtime Engine) for I/CAD 9.4 version.
- ShotSpotter CAD Xalt Interface is the standard COTS 9.4 version release and the SOW does not include any customized coding or development services.
- Customer must have required security in place for all connections to the I/CAD systems and Servers.
- The ShotSpotter third-party solution must already be installed and available in the two environments listed below before any Hexagon services commence:
  - ShotSpotter Test Environment
  - ShotSpotter Production Environment
- All software will be electronically delivered.
- All services will be delivered remotely.

# PROJECT TASKS

<b>Task Title</b>	<b>ShotSpotter CAD Xalt Interface – Test Environment</b>		
<b>Task Overview</b>			
The work performed in this task will be providing services to install and configure the ShotSpotter CAD Xalt Interface into the Customer's Test Environment.			
<b>Deliverables</b>			
<ul style="list-style-type: none"> <li>● PSA1001TST ShotSpotter CAD Xalt Interface – Test License (Qty 1)</li> <li>● Project Deliverable Sign Off Form</li> </ul>			
<b>Task Assumptions and prerequisites</b>			
<ul style="list-style-type: none"> <li>● Hexagon has been provided with 24 x 7 VPN connectivity (including a logon and password), to all servers, mobile devices and workstations requiring installation/configuration by Hexagon</li> <li>● Customer has a working connection to the ShotSpotter Solution</li> </ul>			
<b>Hexagon Responsibilities</b>		<b>Customer Responsibilities</b>	
<ul style="list-style-type: none"> <li>● Install ShotSpotter CAD Xalt Interface application on Customer's existing Test Server that contains the Xalt Runtime Engine – Test License</li> <li>● Perform high level testing with the test application installations to:               <ul style="list-style-type: none"> <li>● Ensure that the new server software can communicate with the ShotSpotter Solution</li> <li>● Demonstrate that the server application installation complete and validate that the interface.</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>● Must be able to obtain a live connection to the ShotSpotter Solution for the duration of this Project</li> <li>● Provide Hexagon with an adequate test environment</li> <li>● Participate with Hexagon in performing the high-level testing of the ShotSpotter CAD Xalt Interface</li> </ul>	
<b>Completion Criteria</b>			
This task is complete once Hexagon implements the ShotSpotter CAD Xalt Interface in the Customer's Test Environment.			

<b>Task Title</b>	<b>ShotSpotter CAD Xalt Interface – Production Environment</b>	
<b>Task Overview</b>		
The work performed in this task will be providing services to install and configure the ShotSpotter CAD Xalt Interface into the Customer's Production Environment.		
<b>Deliverables</b>		
<ul style="list-style-type: none"> <li>● PSA1001 ShotSpotter CAD Xalt Interface (Qty 1)</li> <li>● Project Deliverable Sign Off Form</li> </ul>		
<b>Task Assumptions and prerequisites</b>		
<ul style="list-style-type: none"> <li>● Hexagon has been provided with 24 x 7 VPN connectivity (including a logon and password), to all servers, mobile devices and workstations requiring installation/configuration by Hexagon</li> <li>● Customer has a working connection to the ShotSpotter Solution</li> </ul>		
<b>Hexagon Responsibilities</b>	<b>Customer Responsibilities</b>	
<ul style="list-style-type: none"> <li>● Install ShotSpotter CAD Xalt Interface application on Customer's existing Production Server that contains the Xalt Runtime Engine – Production License</li> <li>● Perform high level testing with the production application installations to:               <ul style="list-style-type: none"> <li>● Ensure that the new server software can communicate with the ShotSpotter Solution</li> <li>● Demonstrate that the server application installation complete and validate that the interface.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Must be able to obtain a live connection to the ShotSpotter Solution for the duration of this Project</li> <li>● Provide Hexagon with an adequate production environment</li> <li>● Participate with Hexagon in performing the high-level testing of the ShotSpotter CAD Xalt Interface</li> </ul>	
<b>Completion Criteria</b>		
This task is complete once Hexagon implements the ShotSpotter CAD Xalt Interface in the Customer's Production Environment.		

## ACCEPTANCE CRITERIA

The software and services contemplated by this SOW shall be considered accepted with either written acceptance by the Customer or upon implementation of the ShotSpotter CAD Xalt Interface in the Customer's production environment, 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 interface has been delivered by Hexagon, the Customer agrees to provide written acceptance of this Hexagon interface.

## 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 Master 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			
<b>Name:</b>	Tiffany Taylor, Director Hexagon Safety & Infrastructure		
<b>Signature:</b>		<b>Date:</b>	

Authorized Customer Signature			
<b>Name:</b>			
<b>Signature:</b>		<b>Date:</b>	