Cartegraph

A New Way to Look at Government.

Cartegraph Systems, Inc.

Software and Services Proposal C1208026-1

Prepared for Santa Fe County, NM

October 16, 2012

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003
800.688.2656 | 563.556.8120 | 563.556.8149 fax
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Cartegraph

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Software and Services Proposal

Cartegraph is pleased to present this Proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between Santa Fe County, hereinafter referred to as "**Customer**" or "**Licensee,**" whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "**Cartegraph**." The agreement includes this proposal and Addendum No. 1 (2013-0165-PW/MS).

Customer address:

Santa Fe County
142 W. Palace Ave - 3rd Floor
Santa Fe, NM 87501-2071

Licensee address:

Same

Scope of Project

Software Products

Cartegraph Software Subscription Plan

Cartegraph will provide and deliver licenses to use the Software Products and in the quantities listed in the *Investment Summary*. Software Products are developed and supported products available from **Cartegraph.**

The Cartegraph Software Subscription Plan provides the following benefits for the term of your subscription:

1. **Use of Cartegraph software including all enhancements and updates.**
2. **Comprehensive telephone and online technical support. Customer** will receive unlimited toll-free support via phone, fax or e-mail through the **Cartegraph** Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 877- 647-3050. You can also submit questions/issues via fax at 563-556-8149, or by email to support@cartegraph.com.
3. **Problem resolution using remote software tools, as applicable. Cartegraph** utilizes a variety of methods/tools for remote diagnostics of client systems:
    a. Microsoft LiveMeeting enables users to collaborate online with **Cartegraph**'s Technical Support staff in real time between individuals or groups.
    b. Citrix GoTo Assist enables users to click a link on the **Cartegraph** web site, allowing direct connection with **Cartegraph**'s Technical Support staff.
    c. **Cartegraph** staff can also VPN in to client networks with appropriate authorization.
    d. Clients can email their Application Log and trace files so that **Cartegraph** staff can review how the system was being used before an issue arose.
    e. **Cartegraph**'s password-protected FTP site can also be used for client data communication.
4. **Notification of the availability of free software enhancements and upgrades.**
5. **Support assistance with software upgrades. Cartegraph** Help Desk support staff will answer your questions and guide you through the process to upgrade your software to the latest release.
6. **Access to a password-protected, clients-only web site.** The Client Support Center at www.cartegraph.com includes online access for reporting and tracking your cases, product troubleshooting information, software downloads, training opportunities, and access to knowledgebase articles.
7. **Free web-based training opportunities.** An ongoing schedule of WEB*ed* training sessions on topics such as Forms & Filters, Data Entry Options, Getting Started with Work Management, Reporting Options and more is available at the clients-only Client Support Center web site at no additional charge.
8. **Free attendance at regional User Group meetings. Cartegraph** holds User Group meetings throughout North America each year and Software Subscription Plan clients can attend free of charge. These events bring current users together to share their experiences and provide additional training opportunities.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: October 16, 2012 **Proposal Expiration Date:** November 15, 2012 **Contract No.:** C1208026-1

	Purchase Type	Qty.	Unit Price	Total Price
SOFTWARE PRODUCTS				
CARTE*flex*[1]	Subscription License - Renewal	5	$6,025.00	$30,125.00
GIS*connect* for ESRI	Subscription License - Renewal	1	$7,058.00	$7,058.00
MOBILE*connect*	Subscription License - Renewal	1	$3,682.00	$3,682.00
Cartegraph[mobile] Applications[2]	Subscription License - Renewal	1	$2,176.00	$2,176.00
YourGOV Web & Mobile	Subscription License - Renewal	1	$6,836.00	$6,836.00
SUPPORT SERVICES				
Database Security Support Service	Fixed Fee Service - Renewal	1	$6,485.00	$6,485.00
TOTAL PROJECT COST				**$56,362.00**

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from **Customer.** In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this Proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services will run from 10/8/12 – 10/7/16.

Customer may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying **Cartegraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer, Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.

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[1] CARTE*flex* Subscriptions include the above-named number of concurrent licenses of any of the following applications: WORK*director*, CALL*director*, PAVEMENT*view*, PAVEMENT*view* Plus, SIGN*view*, SIGNAL*view*, MARKING*view*, LIGHT*view*, BRIDGE*view*, STORM*view*, WATER*view*, SEWER*view*, TREE*view*, PARK*view*, VERSA*tools*, MAP*director*, MAP*director* for ArcGIS, and GIS*director*.

[2] Cartegraph[mobile] Applications are mobile versions of the CARTE*flex* asset and work management modules.

2. **Payment Terms/Schedule:**
   Payment #1 due by September 7th, 2012 in the amount of $14,090.50.
   Payment #2 due by September 7th, 2013 in the amount of $14,090.50.
   Payment #3 due by September 7th, 2014 in the amount of $14,090.50.
   Payment #4 due by September 7th, 2015 in the amount of $14,090.50.

Customer acknowledges that all materials and documents associated with this project are proprietary in nature. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer**'s organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.

Acceptance

The parties, each acting under due and proper authority, have executed this Proposal as of the date written below:

SANTA FE COUNTY, NM By Katherine Miller
Signature

Approved as to form
Santa Fe County Attorney
By: [signature]
Date: 10-18-12

Date: 10·24·12

Please Print Katherine Miller, SF County Manager
Name Title

CARTEGRAPH SYSTEMS, INC. By Mark Weber
Mark Weber, CFO

Date: 10/16/2012

ADDENDUM NO. 1
To
SOFTWARE AND SERVICES PROPOSAL
Number: C1208026-1
Between
CARTEGRAPH SYSTEMS, INC.
And
SANTA FE COUNTY, NM

DATE AS OF 25th OF October, 2012

Santa Fe County (hereby referred to as the "County") and the Cartegraph Systems, Inc. (hereby referred to as "Contractor") hereby agree to the following additions, deletions, and modifications to the Software and Services Proposal, No. C1208026-1, dated October 16, 2012 (referred to as "Proposal").

1. Paragraph "Payment Terms and Conditions." Add the following paragraphs:

   A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows: In no event shall the total compensation paid to Contractor by County under this Agreement exceed **Fifty-Six Thousand, Three Hundred Sixty Two Dollars and No Cents ($56,362.00),** exclusive of GRT.

   B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

   C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

   D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

2. The following paragraphs are hereby added to the Proposal:

TERMINATION

   A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination

specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Cartegraph
Attn: Sales Operations
3600 Digital Drive
Dubuque, IA 52003

COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

1) In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

2) This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district court of New Mexico, located in Santa Fe County.

SANTA FE COUNTY:

Katherine Miller — 10.24.12
Katherine Miller
Santa Fe County Manager
Date

APPROVED AS TO FORM:

10-18-12
Stephen C. Ross
Santa Fe County Attorney
Date

FINANCE DEPARTMENT:

10/24/12
Teresa Martinez
Santa Fe County Finance Director
Date

CONTRACTOR:

Signature
Date

Its:

FEDERAL IDENTIFICATION: