

CITY CLERK
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C-7811-3
12/22/2015

AMENDMENT NO. 3

AGREEMENT FOR CAD/MPS/RMS/AFR SYSTEM
(City of Glendale Solicitation No. RFP 11-06, Contract No. C-7811)

This Amendment No. 3 ("Amendment") to the Agreement for CAD/MPS/RMS/AFR System ("Agreement") is made this 22 day of December, 2015, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Intergraph Corporation, a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Intergraph Corporation ("Contractor") previously entered into an Agreement for CAD/MPS/RMS/AFR System, Contract No. C-7811, dated October 25, 2011 ("Agreement"); and
- B. The Agreement had an initial three-year term beginning October 25, 2011 through October 24, 2014; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, increasing the scope of the agreement and adjusted the price and detail summary; and
- D. City and Contractor previously entered into Agreement Amendment No. 2, extending the term of the Agreement from December 1, 2014 through November 30, 2015; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from December 1, 2015 through November 30, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is per attached Exhibit A.
4. **Compensation.** The compensation of the Agreement shall not exceed \$194,276.84 (exclusive of applicable taxes).
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. **Insurance Certificate.** The current certificate will expire on June 30, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

CITY OF GLENDALE, an Arizona
municipal corporation

For Richard A. Bowers
Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
Michael D. Bailey, City Attorney

Intergraph Corporation,
a Delaware corporation

Jennifer Williams
By: Jennifer Williams
Its: Director

Exhibit A

MAINTENANCE QUOTATION SUMMARY



Agreement: 1-C6760J

Performance Period: 12/01/2015 through 11/30/2016
Payment Type: Prepaid Annually
Currency: USD

Bill To:

Glendale AZ Police Department
ATTN: Kent Strege
Technical Services Administrator
6835 North 57th Drive
Glendale, AZ 85301
USA

Ship To:

Glendale AZ Police Department
ATTN: Kent Strege
Technical Services Administrator
6835 North 57th Drive
Glendale, AZ 85301
USA

Quotation Summary:

SW Maint	\$193,776.84
Services	\$500.00
Total Services Cost*	\$194,276.84

* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.
The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

THIS IS NOT AN INVOICE

Offered by: Intergraph Corporation
Signature: *Trey Sampson*

Accepted by: _____
Signature: _____

Name: Trey Sampson
Maintenance Contract Administrator
Date: 11/10/2015
Email: trey.sampson@hexagonsi.com
Telephone: 256-730-2389
Fax: 256-730-5641

Name: _____
Title: _____
Date: _____
Email: _____
Telephone: _____
Fax: _____

A Purchase Order will not be issued.
Customer signature above constitutes notice to proceed with this agreement.

Please mark one of the following sections when submitting your acceptance:
A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

MAINTENANCE QUOTATION DETAIL



Glendale AZ Police Department

Account Nbr: MDC-4749

Quote: 1-C6760J Glendale AZ Police Department CAD 15-16

PO#: Performance Period: 12/01/2015 through 11/30/2016
 Currency: USD

Bill To:

Glendale AZ Police Department
 ATTN: Kent Strega
 Technical Services Administrator
 6835 North 57th Drive
 Glendale, AZ 85301
 USA

Ship To:

Glendale AZ Police Department
 ATTN: Kent Strega
 Technical Services Administrator
 6835 North 57th Drive
 Glendale, AZ 85301
 USA

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
1	IPS0001HA	Executive for High Availability NL		12/01/2015	11/30/2016	Premium	12	1	\$1,400.00	\$16,800.00
2	IPS0001TST	Executive NL - Test License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
4	IPS00035	Backup NL		12/01/2015	11/30/2016	Premium	12	1	\$425.25	\$5,103.00
6	IPS00004	Inform to NCIC/JAC/JAC/JIS		12/01/2015	11/30/2016	Premium	12	1	\$789.76	\$9,477.12
9	IPS00008	Push To Talk NL		12/01/2015	11/30/2016	Premium	12	1	\$179.70	\$2,158.40
10	IPS00009	Mobile Data Terminal NL		12/01/2015	11/30/2016	Premium	12	1	\$749.70	\$8,996.40
11	IPS00015	Tracker NL		12/01/2015	11/30/2016	Premium	12	1	\$425.25	\$5,103.00
13	IPS00004TST	Inform to ILEADS NL - Test License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
14	IPS00081TST	Push To Talk NL - Test License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
15	IPS00091TST	Mobile Data Terminal NL - Test License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
16	IPS00151TST	Tracker NL - Test License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
21	IPS00002	Dispatcher NL		12/01/2015	11/30/2016	Premium	12	1	\$295.47	\$21,273.94
22	IPS00002	Dispatcher NL		12/01/2015	11/30/2016	Premium	12	6	\$295.47	\$1,773.24
23	IPS00002TST	Dispatcher NL - Test License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
25	IPS00080	Mobile for Public Safety CC		12/01/2015	11/30/2016	Premium	12	125	\$18.90	\$2,352.00
27	IPS00045	Dispatcher - 5 users		12/01/2015	11/30/2016	Premium	12	1	\$425.25	\$5,103.00
32	IPS00045BCK	Dispatcher NL - Backup License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
33	IPS00088BCK	Push To Talk NL - Backup License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
34	IPS00098BCK	Mobile Data Terminal NL - Backup License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
35	IPS0016BCK	Tracker NL - Backup License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
37	IPS00002	Dispatcher NL		12/01/2015	11/30/2016	Premium	12	5	\$295.47	\$1,477.35
39	IPS00004	Inform NL		12/01/2015	11/30/2016	Premium	12	1	\$338.47	\$4,061.64
40	IPS00004	Custom Development for Inform to Out of State DMV		12/01/2015	11/30/2016	Premium	12	1	\$112.82	\$1,353.84
41	IPS0001BCK	Executive NL - Backup License		12/01/2015	11/30/2016	Premium	12	1	\$0.00	\$0.00
42	IPS1184C	Map Editor for ArcGIS CC -		12/01/2015	11/30/2016	Premium	12	1	\$78.00	\$936.00

