Cartegraph

3600 DIGITAL DRIVE | DUBUQUE, IA 52003

To:	Tom Homan
Organization:	Gila County
From:	Mary Ronek
Date:	May 8, 2013
RE:	Cartegraph Sales Proposal

Attached, please find a proposal from your Sales representative at Cartegraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to Cartegraph by one of the following means:

- By email – salesoperations@cartegraph.com
- By fax – (563)556-8149, Attn: Sales Operations
- By mail – Cartegraph
  Attn: Sales Operations
  3600 Digital Drive
  Dubuque, IA 52003

Please be aware that in order for Cartegraph to process an order, we must receive all of the following items:

✔ Fully-executed Cartegraph proposal returned in its entirety

✔ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!

Cartegraph
3600 Digital Drive | Dubuque, Iowa 52003 | (800) 688-2656 | (563) 556-8120 | fax (563) 556-8149
Federal ID: 42-1419553

Software and Services Proposal

Date: May 8, 2013 **Proposal Expiration Date:** June 30, 2013 **Contract No.:** C1304036

Organization Gila County
Contact Tom Homan
Department
Address 745 N Rose Mofford Way
City Globe **State/Prov.** AZ **Zip/Code** 85501

	Purchase Type	Qty.	Unit Price	Total Price
PROJECT SERVICES				
Implementation Services (Fee for Service)				
Implementation Service	Fixed Fee Service	1	$4,000.00	$4,000.00
ESTIMATED EXPENSES				*$1,370.00*
TOTAL PROJECT COST INCL. ESTIMATED EXPENSES				**$5,370.00**

NOTES: One day training each at the following 2 locations: 745 N. Rose Mofford Way,Globe, AZ and 5320 E. Hwy 260, Star Valley, AZ 85541. **Attachment "A" by mention made a binding part of this agreement as set forth herein.**

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.

Additional Services

Cartegraph can also provide additional fixed fee business and technical services as may be requested by **Customer**, including:

- Business Assessment Services
- Data Conversion Services
- Modification Services

Any additional services are available to **Customer** at the rate of $150 per hour (2-day minimum required for on-site service) plus travel expenses.

Project Services Scope

Cartegraph staff will provide project services, listed below, for training on WorkDirector. Specific items include:

- Detailed review of project scope.
- Develop a project timeline based upon the project scope discussion.

- Conduct direct training to end-users (up to 10) or conduct Champion (train-the-trainer) sessions on the Cartegraph application. This training will be scheduled based on mutually agreeable times, to occur both on the client's Cartegraph database utilizing any customized forms, filters, and reports as mutually determined. Before the training, both parties will discuss and agree as to the location of the facilities and any equipment required for the training, including server and client computers as necessary. These services are more particularly described as:
    - The client will approve custom training agendas prior to training delivery, and Cartegraph agrees to consult with the client prior to developing the training agenda.
    - The client will advise Cartegraph as to the number of expected attendees for any particular class.
- Provide project management expertise throughout the duration of the project.
    - The Cartegraph Project Manager will provide guidance in the management of this implementation project and will take responsibility for the resources Cartegraph allocates to the project.
    - The Cartegraph Project Manager will manage all project activities that are the responsibility of Cartegraph, serve as a liaison with the client, and be available and responsible to the client for consultation and assistance.
    - The Cartegraph Project Manager will attend and participate in project status meetings, and will provide timely, informed responses to operational and administrative inquiries arising from the project.

During the duration of the project, the client will appoint a project coordinator to be responsible for the following aspects of the project:

- Approve the Project Status Report
- Authorize the project work
- Acceptance of deliverables defined in the Project Status Report
- Ensure the project is in compliance with and satisfies the requirements of the Project Status Report
- Consult with the Cartegraph Project Manager on a continuing basis
- Provide leadership on all issues related to the client, such as policy, organization, staff, technical architecture, data, and current systems.
- Monitor progress of the project, including the review of Cartegraph regular status reports and managing internal resources.

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.
2. **Services Scheduling: Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.
3. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
4. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. Estimated expenses noted in the table above include one (1) trip to **Customer**'s site.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

This Proposal constitutes the complete and exclusive agreement between Cartegraph Systems, Inc., and the above company, superseding all other proposals, oral or written and all other communication with respect to the terms of the agreement. Proposal must be executed and returned to **Cartegraph** prior to the expiration date shown above or all terms contained herein are invalid and the entire Proposal is void.

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:

GILA COUNTY, AZ

By: _____
Signature

Date: 5/29/13

Please Print

DON E. MCDANIEL, JR. / COUNTY MANAGER
Name Title

CARTEGRAPH SYSTEMS, INC.

By: Mark Weber
Mark Weber, CFO

Date: 5/08/2013

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

Don E. McDaniel Jr.

5/14/13

Date

CARTEGRAPH

Mark Weber

Individual Authorized to Sign

Mark Weber

Print Name

C.F.O

Title

5/8/2013

Date