

John Juan

CALENCE®

1560 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282



Quotation

Quote Number.....: Q-041261-2
Date.....: 9/11/2007
Shipping Terms.....: FOB - O
Payment Terms.....: Net 30 days
Quote Valid Thru.....: 10/11/2007

Account Manager Berger, Diana
diana.berger@calence.com
Phone (856) 661-5561
Client Advocate Fain, Timothy
timothy.fain@calence.com
Phone (512) 691-2026
Fax (512) 691-9480

DIR Agreement #....: DIR-SDD-236
County of Hidalgo
Information Technology Department
100 N. Closser, 1st Floor
Edinburg, TX 78539

Req. 118437

Part Number	Description	Qty	List price	Disc.	Trade In	Unit price	Ext Price
CS-MARS-100E-K9	CS-MARS 100E 3RU Appliance, 3,000 EPS, 750GB RAID10, HW/SW	1	\$ 55,000.00	44.00 %		\$ 30,800.00	\$ 30,800.00
CON-SNT-MARS100E	SMARTNET 8X5XNBD PN-MARS 100e 3RU App	1	\$ 11,000.00	20.00 %		\$ 8,800.00	\$ 8,800.00
Installation and Configure	Calence Professional Services - Installation and Configurati	1	\$ 2,920.00			\$ 2,920.00	\$ 2,920.00

Total Project Cost 42520.00

* Please contact your Account Manager for financing options.

PLEASE NOTE: THE TERMS AND CONDITIONS ON THE LAST PAGE ARE ALSO A PART HERE-OF, INCLUDING SELLER'S LIMITED WARRANTY AND LIMITATIONS LIABILITIES.

Acct # 7-1100-415-00-200-0020-747
95 per Rdnq (I.G) OK 95 per Juan Aguado + Liz Ciro

Total Hardware	\$	33,720.00
Total Maintenance	\$	8,800.00
Estimated Tax	\$	0.00
Estimated Freight	\$	0.00
Quote Total	\$	42,520.00

Quote for MARS

Page 1 of 2

Edna Kirby

From: Renan Ramirez [renan@co.hidalgo.tx.us]
Sent: Tuesday, September 18, 2007 9:12 AM
To: 'Edna Kirby'
Subject: FW: Quote for MARS
Attachments: Hidalgo County - MARS Quote - Q-041261-2 DIR.pdf

Please process this.

Renan Ramirez

Chief Information Officer
Hidalgo County, Texas
office: 956-292-7010
direct: 956-289-7444
www.co.hidalgo.tx.us

From: Berger, Diana [mailto:Diana.Berger@Calence.com]
Sent: Tuesday, September 11, 2007 3:24 PM
To: Renan Ramirez
Cc: Mike; Avila, David; Perez, Oscar
Subject: Quote for MARS

As per our recent meeting, attached is the quote for MARS.

We are getting very close on a few of the other quotes as well so you should have them soon.

You will be getting the following quotes from us. I have listed them in the priority order that we established during our meeting.

1. Network Optimization for Kmart
2. CSA for 30 Servers
3. Guess Wireless Access
4. WAAS (acceleration product)
5. MARS - COMPLETE
6. NAC - new name for Cisco Clean Access
7. 1 Meter Stackwise Cables - COMPLETE

Please let me know if you have any questions or need anything else.

Thanks!

-db-
<<Hidalgo County - MARS Quote - Q-041261-2 DIR.pdf>>
Diana Berger
Account Manager

9/18/2007

Quote for MARS

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Calence, LLC
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McAllen, TX 78501
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www.calence.com

Cisco Global Channel Partner of the Year – US/Canada

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9/18/2007

*MARS Installation
Statement of Work*

for

County of Hidalgo

Statement of Work No. 200709049-s1

September 11, 2007

Developed By

Calence, LLC

*Corporate Office
1560 W. Fountainhead Parkway, 2nd Floor
Tempe, AZ 85282*

*McAllen Office
2712 N. McColl Rd.
McAllen, TX 78501*

CALENCE™

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The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Client identified above; accordingly, this Statement of Work is provided to Client in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Statement of Work

This Statement of Work is made effective September 11, 2007 ("Effective Date") by and between Calence, LLC ("Calence") and County of Hidalgo ("County of Hidalgo" or "Client") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDID-236 dated May 9, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

Objectives

Calence will meet the following Services objectives:

- Install and configure the Cisco Secure MARS (CS-MARS) appliance
- Integrate the reporting of key internetworking devices for event correlation and alleviate the duty of log review via data reduction
- Prepare up to 10 core devices (firewall, IDS/IPS, router, multi-layer switch) for device reporting to the CS-MARS appliance

Scope and Approach

Calence will perform the following Services:

MARS Installation

- Unpack and inventory equipment
- Verify correct voltage setting
- Check revision of operating system where applicable
- Assemble and install chassis components
- Install equipment into pre-installed racks within an environmentally sound location as per the requirements provided with the equipment
- Perform power-on self-test
- The following items will be installed and configured by Calence, LLC:
- 1 Cisco Secure MARS 50
 - IP addressing
 - Access control lists (password)
 - SMTP server IP addresses
 - SNMP communities/subnet discovery
 - Network subnet ranges for appliance scanning/passive OS fingerprinting
 - Maximum of ten (10) network devices configured with syslog/SNMP
 - Maximum of three (3) network devices configured with NetFlow
 - Enable default reports

- Creating custom reports is outside of this scope
- Knowledge transfer of operation and daily use of appliance
- Connect any cables provided by the customer that adjoin two networking devices, one of which must be one of the devices Calence is providing services for. Punch downs, cross-connecting and installing patch cords are not a part of this scope of work
- Verify network interfaces
- Verification testing of functional node (ping)
- Backup equipment configurations

Developed Works

Calence will provide the following Developed Works:

- Electronic copies of device configurations/backups

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by County of Hidalgo in a timeframe that allows Calence to complete or meet the project specific milestones.
2. County of Hidalgo and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of County of Hidalgo's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Client and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and County of Hidalgo's representation at all review meetings is essential.
3. County of Hidalgo will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, County of Hidalgo will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on County of Hidalgo's or its customer's site.
4. County of Hidalgo is responsible for providing adequate and secure on site storage for all deliveries.
5. County of Hidalgo is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.

6. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from County of Hidalgo. Calence will use commercially reasonable efforts to take into account County of Hidalgo's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence. Any cancellations or changes in a project schedule that are requested by County of Hidalgo and that do not proximately result from an act or omission by Calence will be subject to a charge of 4 hours billed at the rate of \$150 per hour.
7. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
8. No formal user training is included in this Statement of Work. User training is available for an additional cost.
9. County of Hidalgo will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
10. Any work performed around undocumented data flows will constitute additional out-of-scope work.
11. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Client personnel, equipment and telecommunication provider services. County of Hidalgo will compensate Calence for any out-of-scope work requested by County of Hidalgo on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
12. Client agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Client's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Calence, Client shall promptly return or delete any such information which it has in its possession.
13. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by County of Hidalgo.
14. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to County of Hidalgo.

Timeframes Calence estimates that the Services described herein will be completed within 1 week after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
MARS Installation	\$2,920

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays.

Invoicing and Payment

County of Hidalgo will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Credit Approval

This Statement of Work is subject to credit approval by Calence. County of Hidalgo agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at County of Hidalgo's facilities located at 100 N. Clossner Blvd., Edinburg, TX 78539.

Client Contact Information

County of Hidalgo's contact for this engagement is Renan Ramirez (phone: 956.292.7010 fax: 956.318.2152; email: renan@co.hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the County of Hidalgo resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if County of Hidalgo requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Client to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956.661.5561 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Email: david.avilla@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through January 31, 2008. Signature by County of Hidalgo indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

County of Hidalgo
100 N. Closner Blvd.
Edinburg, TX 78539

Attention: Accounts Payable

Accounts Payable Contact: _____

Phone: _____

A Purchase Order Is Is Not required for payment of invoices.

Purchase Order Number: _____

Statement of Work for MARS Installation at County of Hidalgo

IN WITNESS WHEREOF, County of Hidalgo and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC

County of Hidalgo

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____