

# Requisition

Req # **00125816**

PO #

Date: 01/24/08

*AI  
1/28/08*

Bill To: x  
x

**Vendor:** 327913  
 CALENCE LLC  
 1560 WEST FOUNTAINHEAD PARKWAY  
 2ND FLOOR  
 TEMPE AZ 85282  
 FAX (408)547-0327

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
 100 N. CLOSNER, 1ST FL  
 EDINBURG TX 78539

**Contact:** EDNA KIRBY  
 956-292-7010

Contract No: DIR-SDD-236

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 012908TF-1 DO NOT DUPLICATE ORDER		
2	EACH	Aironet 1410 Wireless Bridge with 22.5 dBi Antenna, FCC Cnfg	2,799.44	5,598.88
2	EACH	SMARTNET 8X5XNBD Aironet 1410 Wireless	320.00	640.00
2	EACH	100 ft Dual RG-6 Cable Assembly w/F-Type Connectors	61.04	122.08
2	EACH	Aironet 1400 Multi Function Mount	38.64	77.28
1	EACH	Installation and configuration of quoted equipment	4,634.00	4,634.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-415-00-200-002-0-745	11,072.24	
			Freight	.00
			Total	11,072.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# CALENCE<sup>SM</sup>

Putting your network to work.<sup>SM</sup>

REQ. 125816

## Go DIRECT

**Address:**

1130 Rutherford Lane  
 Bldg 2, Suite 208  
 Austin, Texas 78753  
 Order Phone: 800-369-9130  
 Order Fax: 512-691-9480

DIR Contract Number: DIR-SDD-236

Qty	Part No.	Description	List	Cost	Extended
2	AIR-BR1410A-A-K9	Aironet 1410 Wireless Bridge with 22.5 dBi Antenna, FCC Cnfg	\$ 4,999.00	\$ 2,799.44	\$ 5,598.88
2	AIR-PWR-CORD-NA	AIR Line Cord North America	\$ -	\$ -	\$ -
2	S141W7K9-12308JEA	Cisco 1410 Series IOS WIRELESS LAN	\$ -	\$ -	\$ -
2	CON-SNT-BR14110	SMARTNET 8X5XNBD Aironet 1410 Wireles	\$ 400.00	\$ 320.00	\$ 640.00
2	AIR-CAB100DRG6-F	100 ft Dual RG-6 Cable Assembly w/F-Type Connectors	\$ 109.00	\$ 61.04	\$ 122.08
2	AIR-ACCMFM1400=	Aironet 1400 Multi Function Mount *	\$ 69.00	\$ 38.64	\$ 77.28
1	Installation	Installation and configuration of quoted equipment.	NA	\$ 4,634.00	\$ 4,634.00
* Lead time is 4 weeks.					
TOTAL FOR THIS ORDER:					\$ 11,072.24
Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com					QUOTE NUMBER: 012908TF-1

Ship To:

Renan Ramirez  
 Hidalgo County  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 956-318-2151  
 Phone

Calence Invoice To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Quote Date: 1/29/2008

*Handwritten notes:*  
 1/29/08  
 125816

SCANNED



**AI-7920**

**2.J.0.**

**Budget Line Item Transfer**

**CC CONSENT**

Date: 02/20/2008

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Agenda Area: Intradepartmental Transfers:

Information

CAPTION

2008 I. T. Department (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: Intra-Dept

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
		(Originator)	Edna Kirby	02/13/2008 03:04 PM	CREATED
1		Budget & Management			NEW
2		Auditor's Office			
3		Court Administrator			
Form Started By: Edna Kirby			Started On: 02/13/2008 03:04 PM		

*Bridge Install  
Services Agreement*

*for*

*Hidalgo County*

*Services Agreement No. 200801134-a1*

*January 17, 2008*

*Developed By*

*Calence, LLC*

*Corporate Office  
1560 W. Fountainhead Parkway, 2<sup>nd</sup> Floor  
Tempe, Arizona 85282*

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

**CALENCE®**

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.

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 Agreement 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 Agreement. 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.

## Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is dated effective January 17, 2008 ("Effective Date") by and between Calence, LLC, a Delaware limited liability company ("Calence") and Hidalgo County, a(n) \_\_\_\_\_ corporation \_\_\_\_\_ limited liability company \_\_\_\_\_ partnership ("Hidalgo County" or "Client") whereby Calence agrees to provide particular consulting services ("Services") to the Client as further described below, subject to the Terms and Conditions attached hereto, which are made a part of this Agreement and incorporated herein by this reference.

## Objectives

Calence will meet the following Services objectives:

- Install and configure two AIR-BR1410A-A-K9

## Scope and Approach

Calence will perform the following Services:

### Project Management

- Be the primary point of contact to Client on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Client expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

### Bridge Install

- Install and configure bridges
- Locations of the bridges have already been determined between County of Hidalgo personnel and Calence
  - 1-County Courthouse
  - 1-Old Kmart Building

Deliverables

Calence will provide the following Deliverables:

- Electronic copies of final configurations

Assumptions  
and  
Requirements

The following assumptions and requirements apply for this Services engagement:

1. Hidalgo County will provide the IP scheme, names and passwords required to complete this task.
2. 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 Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
3. Hidalgo County and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence and (b) provide input throughout the project and will review progress at review meetings requested by Calence. In addition, Hidalgo County shall, at all times and diligently and in good faith, comply with Calence's reasonable requests to furnish Calence or perform, at Hidalgo County's expense, all technical matter, data, information, operating supplies, and Client Technology, together with knowledgeable personnel, as reasonably determined by Calence to be necessary for the performance of this Agreement. Calence is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to access and use the Client Technology solely for the purposes of delivering the Services to Hidalgo County. Such cooperation, input, access, and license are critical to this project, and Hidalgo County's representation at all review meetings is essential.
4. Client shall, at all times and diligently and in good faith, comply with Calence's reasonable requests to furnish Calence or perform, at Client's expense, all technical matter, data, information, operating supplies, and Client Technology, together with knowledgeable personnel, as reasonably determined by Calence to be necessary for the performance of this Agreement. Calence is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to access and use the Client Technology solely for the purposes of delivering the Services to Client.
5. Hidalgo County 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, Hidalgo County 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 Hidalgo County's or its customer's site.
6. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
7. Hidalgo County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer sys-

- tem and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
8. 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 Agreement and a Purchase Order (to the extent required) from Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County'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 Hidalgo County 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.
  9. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
  10. No formal user training is included in this Agreement. User training is available for an additional cost.
  11. Hidalgo County will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
  12. 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. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
  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 Hidalgo County.
  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 Hidalgo County.

## 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.

	<b>Fixed Consulting Fee</b>
Bridge Install	\$4,634.00

**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 (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

**Taxes**

Hidalgo County shall pay all sales, use and/or other taxes (including international, federal, state, municipal or otherwise, but excluding any Calence income, employee or revenue taxes) that are levied or imposed as a result of Calence's performance of the Services, and Hidalgo County shall promptly reimburse Calence for any such taxes that Calence is required to pay or collect.

**Invoicing and Payment**

Hidalgo County will be invoiced monthly, based on the percentage of the Services completed that month.

Client will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Services Agreement upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

All fees, expenses, taxes, and other charges are due by Hidalgo County within 30 days from invoice date. If any amount is not paid upon the due date, Calence shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due. Any payment received from Hidalgo County may be applied by Calence in its discretion.

**Credit Approval**

This Agreement is subject to credit approval by Calence. Hidalgo County 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 Hidalgo County's facilities located at 100 North Closner, Edinburg, Texas 78539.

**Client Contact Information** Hidalgo County's contact for this engagement is Renan Ramirez (phone: 659.292.7010; email: renance@co.hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo County 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 Services Agreement are unperformed or incorrect, or if Hidalgo County 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 Agreement.

**Escalation Procedure** Communications from Client to Calence concerning the Services provided under this Services Agreement 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 Fax: 956.661.5550 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Fax: 956.661.5550 Email: david.avila@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Fax: 956.661.5550 Email: terry.hartman@calence.com

**Acceptance Date** This offer of Services will be good through February 15, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing  
Procedures

Calence will send invoices to:

Hidalgo County

Address: \_\_\_\_\_  
\_\_\_\_\_

Attention: Accounts Payable

Accounts Payable Contact: \_\_\_\_\_

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

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

Purchase Order Number: \_\_\_\_\_

IN WITNESS WHEREOF, Hidalgo County and Calence have executed this Agreement effective as of the Effective Date. Client, by signing below, expressly acknowledges and affirms that Client has carefully read and agrees to this entire Agreement, including the attached Terms and Conditions.

**Calence, LLC**

Signature: 

Name: R. S. L. Reham

Title: SVP

Business Address:

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

**Hidalgo County**

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

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

Title: \_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TERMS AND CONDITIONS

**Ownership.** All rights and title to any written materials specifically created, designed, or developed by Calence for Client hereunder (each, a "Deliverable") shall belong to Client when the Services are fully paid for by Client, subject to the licenses granted in this Agreement and the other terms and provisions of this Agreement. Nothing in this Agreement is intended to or shall convey to Client any right, title, or interest whatsoever in or to hardware, software (including source or compiled computer code), documentation, information or materials, as well as any proprietary method, process or technique, in any form, tangible or intangible, used by Calence, or by Calence's representatives or contractors on behalf of Calence, in Calence's performance under the Agreement. In addition, Calence shall retain all right, title, and interest in and to any non-public information, trade secret, technical and non-technical data, idea, design, system, concept, technique, method, model, process, skill, know-how, expertise, work of authorship, analysis, flowchart, note, outline, formula, process, algorithm, intellectual capital, invention, discovery, or other property or materials, whether or not copyrightable or patentable under applicable law, that is conceived, created, developed, or reduced to practice by Calence or its employees, agents, contractors or representatives prior to or during Calence's performance under this Agreement ("Calence Work"), whether or not embedded in, incorporated into, or used in connection with the Services or Deliverables provided under this Agreement. All rights not expressly granted hereunder by Calence shall be retained by Calence.

**Licenses.** Upon Calence's receipt of full payment for the Services, Calence grants Client a non-exclusive, royalty-free, worldwide, non-transferable, perpetual, irrevocable right and license to use Pre-Existing Work embedded in the Deliverables, but only in connection with Client's use of the Deliverables in which it is embedded so long as such use is unrelated to the design, development, manufacture or marketing of goods or services competitive with those of Calence, and subject to the terms and conditions of this Agreement. Client hereby grants to Calence a non-exclusive, royalty-free, worldwide, non-transferable, perpetual, and irrevocable right and license to use, sell, improve, copy, prepare derivative works of, display, perform, and distribute any Deliverables, subject to the terms of the "Confidentiality" section below.

**Confidentiality.** The parties acknowledge that they may each be exposed to or acquire Confidential Information of the other party. For the purposes of this Agreement, "Confidential Information" shall mean any information, including, but not be limited to, sales, marketing, financial, technical, employment data, statistics, census or performance information, customers, contracts, or other ideas, data, methodologies or concepts related to or received by one party (the "Receiving Party") from the other party (the "Disclosing Party"): (i) that is clearly marked Proprietary and/or Confidential; (ii) whose confidential or proprietary nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Calence's Confidential Information includes, without limitation, Calence Work (and/or materials incorporating, based upon or derived from Calence Work). Each party agrees to hold each other's Confidential Information 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 their respective obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to Receiving Party's employees and agents who have a "need to know" the Confidential Information and have agreed with the Receiving Party, in writing, to protect the Confidential Information in accordance with the terms of this Agreement. Each party shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information. Confidential Information shall not include information that: (i) at the time of its disclosure, or thereafter, comes into the public domain (through means other than a party's breach of this Agreement); (ii) was known to the Receiving Party as of the time of its disclosure without restriction or obligation of confidentiality; (iii) is independently developed by the Receiving Party; or (iv) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party. This Agreement does not transfer to a party any title to or ownership rights in the other party's Confidential Information.

**Disclaimers.** CLIENT EXPRESSLY ACKNOWLEDGES THAT CALENCE'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, RESULT, OUTCOME, INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ACCORDINGLY, CLIENT EXPRESSLY WAIVES ITS RIGHT TO ASSERT ANY CLAIM AGAINST CALENCE ARISING OUT OF ANY EXPRESS WARRANTY OR ANY WARRANTY, DUTY OR OBLIGATION IMPLIED IN LAW. CLIENT ACKNOWLEDGES THAT CALENCE'S OBLIGATIONS TO CLIENT ARE GOVERNED SOLELY BY THIS AGREEMENT AND EXPRESSLY WAIVES ITS RIGHT TO ASSERT ANY CLAIM AGAINST CALENCE ARISING UNDER TORT LAW, AS WELL AS ANY OTHER CLAIM UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OTHER THAN A CLAIM OF MATERIAL BREACH OF THIS AGREEMENT.

**Limitation of Liability.** CALENCE'S SOLE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF PROJECT FEES PAID OR \$25,000. UNDER NO CIRCUMSTANCE SHALL CALENCE BE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY LEGAL OR EQUITABLE THEORY. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH CALENCE'S OBLIGATIONS UNDER THIS AGREEMENT. THE FEES PAYABLE TO CALENCE REFLECT, AND ARE SET IN RELIANCE UPON, THE ALLOCATION OF RISK SET FORTH AND THE EXCLUSIONS AND LIMITATIONS SET FORTH HEREIN.

**Indemnification.** Client agrees to indemnify Calence for, from and against any claim by any third party asserted against Calence arising from: (i) Calence's alleged performance and/or nonperformance of any of its obligations or Services under this Agreement; (ii) the occurrence or nonoccurrence of any event alleged to be proximately caused by the failure of any Client Technology as hereinafter defined; (iii) any act or omission on the part of Client (and/or its employees and/or any person or entity acting on Client's behalf); or (iv) any claim that the Client Technology, including the use of the Client Technology by Calence, infringes any third-party patent, trademark, copyright or other right. For the purposes of this Agreement, "Client Technology" shall mean Client's proprietary technology, including, without limitation, Client's network, routers, computers, communication lines and/or other equipment, hardware, software or data owned by, licensed to, leased by and/or used by Client. Calence shall promptly notify Client of any such claims and Calence shall have the right to retain its own counsel, control the response thereto and the defense thereof, and Client shall further cooperate with Calence in the defense of any such claims as reasonably requested by Calence. Client shall not independently defend or respond to any such claim.

**No Hiring.** Client shall not solicit or make offers of employment, in any capacity, either directly or indirectly, or enter into any consulting relationships or agreements with the employees of Calence during the term of this Agreement and for one year thereafter without Calence's prior written consent.

**Entire Agreement; Purchase Orders; Survivability.** Each party to this Agreement acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (and all appendices and exhibits attached hereto) constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and/or written, between the parties related to the subject matter hereof. Calence specifically objects to any additional terms being added through a purchase order or similar document. If a purchase order is required by Client, the parties agree that any additional terms contained therein shall not become part of this Agreement and specifically that the terms of this Agreement shall supersede any inconsistent terms in any purchase order between the parties. All provisions of this Agreement shall survive the termination of this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law principles. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona for any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies).

# Requisition

Req # **00126896**

PO #

Date: 02/11/08

Bill To: x  
x

**Vendor:** 327913  
 CALENCE LLC  
 2712 N. MCCOLL  
 MCALLEN TX 78501  
 FAX (408)547-0327

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
 100 N. CLOSNER, 1ST FL  
 EDINBURG TX 78539

**Contact:** EDNA KIRBY  
 956-292-7010

**Contract No:** DIR-SDD-236

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 012408TF-3 DO NOT DUPLICATE ORDER		
1	EACH	CSA 5.2 Starter Kit [MC, 1 Server, and 10 Desktop Agents]	1,680.00	1,680.00
1	EACH	SW APP SUPP + UPGR CSA 5.2 Starter Kit	312.00	312.00
5	EACH	Cisco Security Agent [1 Server Agent Bundle]	588.00	2,940.00
5	EACH	SW APP SUPP Cisco Security Server Agent	109.60	548.00
1	EACH	Cisco Security Agent [10 Server Agent Bundle]	5,880.00	5,880.00
1	EACH	SW APP SUPP Cisco Security Server Agent - 10 Agents	1,092.00	1,092.00
1		Installation and configuration	28,872.00	28,872.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-415-00-200-002-0-745	41,324.00	
			Freight	.00
			Total	41,324.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

# CALENCE<sup>SM</sup>

Putting your network to work.<sup>SM</sup>

## Go **DIR**ect

DIR Contract Number: DIR-SDD-236

**Address:**

1130 Rutherford Lane  
 Bldg 2, Suite 208  
 Austin, Texas 78753  
 Order Phone: 800-369-9130  
 Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
<b>Cisco CSA</b>					
1	CSA-START-5.2-K9=	CSA 5.2 Starter Kit [MC, 1 Server, and 10 Desktop Agents]	\$ 3,000.00	\$ 1,680.00	\$ 1,680.00
1	CON-SAU-CONSAS5K	SW APP SUPP + UPGR CSA 5.2 Starter Kit	\$ 390.00	\$ 312.00	\$ 312.00
5	CSA-SRVR-K9=	Cisco Security Agent [1 Server Agent Bundle]	\$ 1,050.00	\$ 588.00	\$ 2,940.00
5	CON-SAU-CSA-SRVR	SW APP SUPP Cisco Security Server Agent	\$ 137.00	\$ 109.60	\$ 548.00
1	CSA-B10-SRVR-K9	Cisco Security Agent [10 Server Agent Bundle]	\$ 10,500.00	\$ 5,880.00	\$ 5,880.00
1	CON-SAU-CSA-B10S	SW APP SUPP Cisco Security Server Agent - 10 Agents	\$ 1,365.00	\$ 1,092.00	\$ 1,092.00
<b>Installation</b>					
1	Installation	Installation and configuration	NA	\$ 28,872.00	\$ 28,872.00
* Lead time is 2 weeks.					

NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASSIGNED PURCHASE ORDER or Order will be delayed...

DIR Contract Number: DIR-SDD-236

TOTAL FOR THIS ORDER: \$ 41,324.00

Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com

QUOTE NUMBER: 012408TF-3

**Ship To:**

Renan Ramirez  
 County of Hidalgo

956-318-2151

Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

**Celence Invoice To:**

Phone

Quote Date: 1/24/2008

*Handwritten notes:*  
 1/24/08  
 Renan Ramirez  
 County of Hidalgo

**SCANNED**

*CSA Implementation  
Statement of Work*

*for*

*County of Hidalgo*

*Statement of Work No. 200711023-s1*

*February 13, 2008*

*Developed By*

*Calence, LLC*

*Corporate Office  
1560 W. Fountainhead Parkway, 2<sup>nd</sup> Floor  
Tempe, AZ 85282*

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

**CALENCE<sup>SM</sup>**

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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 Customer identified above; accordingly, this Statement of Work is provided to Customer 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 February 13, 2008 ("Effective Date") by and between Calence, LLC ("Calence") and County of Hidalgo ("County of Hidalgo" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-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:

- Assist the County of Hidalgo with the installation and piloting of a proof of concept Cisco Security Agent (CSA) environment consisting of 1 CSA management server, and 3 servers in test mode
  - The Pilot will consist of no more than 10 non-standard applications combined on the server
  - Once the pilot is complete, the CSA rollout will commence to all 30 servers

## Scope and Approach

Calence will perform the following Services:

### Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with County of Hidalgo and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with County of Hidalgo's designated project representative
- Prepare written status reports for County of Hidalgo at mutually agreed-upon intervals

## CSA Implementation

- Review business and technical requirements related to the implementation of the CSA servers and VMS management console
- Assess the County of Hidalgo server hardware and software profiles to develop standard agent kits
  - Review Applications on Pilot Server
    - Application A
    - Application B
    - Application C
- Review and provide feedback on the application testing plans completed during the project
  - Base Group
  - Admin Group - this will include an inventory of applications needed by IT system administrators that are not covered in the base group
  - Server Group - this will include an inventory of applications needed by IT system administrators that are not covered in the base group
  - review and provide feedback on the application testing plans completed during the project
- Recommend standard image strategy required to support the CSA deployment
- Support County of Hidalgo with the documentation of required server applications
  - Provide a template for documenting an application test plan used to validate and tune the CSA policies for each server image kit
  - Review and provide feedback on the application testing plans completed during the project (this will include an inventory of applications shared by all servers image kits)
- Review and provide feedback on the application testing plans completed during the project
- Install and configure the management center for the CSA to manage and monitor the deployed CSA agents
- Evaluate the log information generated by the agents running in test mode and update the policies as needed for up to 14 days
- Document application support issues and work with Hidalgo County management for resolution

## Developed Works

Calence will provide the following Developed Works:

- Documentation of the installation, configuration and ongoing management of the CSA system
- Documentation on creation of the CSA agent within the CSA Management Console

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.
- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

## Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Customer will provide the equipment necessary to test the CSA system prior to deployment. Calence will provide a list of equipment needed for the lab prior to the start of the project.
2. \* Customer will have the lab configured to Calence specifications prior to the start of the project.
3. 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.

4. 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 Customer 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.
5. 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.
6. County of Hidalgo is responsible for providing adequate and secure on-site storage for all deliveries.
7. 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.
8. 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.
9. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
10. No formal user training is included in this Statement of Work. User training is available for an additional cost.
11. County of Hidalgo will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.

12. Any work performed around undocumented data flows will constitute additional out-of-scope work.
13. 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 Customer 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).
14. Customer 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 Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
15. 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.
16. 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 4 weeks after the start of the project.

**Fees**

**Consulting Fees**

Services will be provided for the fixed fee listed below.

	<b>Fixed Consulting Fee</b>
CSA Implementation	\$28,872

**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.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due 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. Closner Blvd, Edinburg, TX 78539.

**Customer Contact Information**

County of Hidalgo's contact for this engagement is Renan Ramirez (phone: 956.318.2151; 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.

**Consent**

County of Hidalgo represents and acknowledges that it has requested Calence to perform the Services described herein. These Services may include certain network security assessment, penetration or intrusion testing services with respect to County of Hidalgo's computer and information system, including the network, routers and computers, and other client technology. The purpose of the Services is to assess the security of the client technology, including the ability of unauthorized individuals to access the client technology. Accordingly and notwithstanding anything to the contrary in the Agreement, County of Hidalgo acknowledges, accepts and assumes the risk and liability that during the normal course of business, whether at the time the Services are performed or at some unknown future time, a risk exists that unauthorized persons or entities may, among other things, gain access to, attach and/or impair the integrity of the client technology temporarily or permanently causing damage to all or part of the client technology notwithstanding that Calence has used reasonable efforts to provide any Services in a good, professional, workmanlike manner in accordance with this Statement of Work.

**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 Customer 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.avila@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 March 11, 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: \_\_\_\_\_

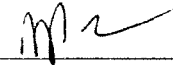
Phone: \_\_\_\_\_

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

Purchase Order Number: \_\_\_\_\_

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

**Calence, LLC**

Signature:   
Name: Rob. L. M. M.  
Title: CEO  
Date: 2/14/08

**County of Hidalgo**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Requisition

Req # 00126903

PO #

Date: 02/11/08

Bill To: x  
x

**Vendor :** 327913  
 CALENCE LLC  
 2712 N. MCCOLL  
 MCALLEN TX 78501  
 FAX (408)547-0327

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
 100 N. CLOSNER, 1ST FL  
 EDINBURG TX 78539

**Contact:** EDNA KIRBY  
 956-292-7010

**Contract No:** DIR-SDD-235

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	QUOTE 012408TF-1 DO NOT DUPLICATE ORDER VLAN Redesign Project Account No ----- 8-1100-415-00-200-002-0-336  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	8,064.00  <u>Encumbrance</u> 8,064.00  Freight .00  Total 8,064.00	8,064.00        8,064.00

**Authorized By:** \_\_\_\_\_

# CALENCE<sup>SM</sup>

Putting your network to work.<sup>SM</sup>

Req. 126903

## Go DIRECT

DIR Contract Number: DIR-SDD-235

**Address:**  
 1130 Rutherford Lane  
 Bldg 2, Suite 208  
 Austin, Texas 78753  
 Order Phone: 800-369-9130  
 Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
<b>Calence ProServices</b>					
1	ProServices	VLAN Redesign Project	NA	\$ 8,064.00	\$ 8,064.00
NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASSIGNED PURCHASE ORDER or Order will be delayed....					
DIR Contract Number: DIR-SDD-235				TOTAL FOR THIS ORDER:	\$ 8,064.00
Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com				QUOTE NUMBER:	012408TF-1

Ship To:  
**Renan Ramirez**  
 County of Hidalgo  
 \_\_\_\_\_  
 \_\_\_\_\_  
**956-318-2151**  
 Phone  
 Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:  
 \_\_\_\_\_  
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 Phone  
 Quote Date: 1/24/2008

SCANNED

REQ. 126903

**VLAN Redesign  
Statement of Work**

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COURT REPORTER

Page 1 of 1

for

**Hidalgo County**

Statement of

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Purchasing  
Ms. Mary

THIS IS FOR  
CALENCE

**CA**

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.

The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Customer identified above; accordingly, this Statement of Work is provided to Customer 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 January 24, 2008 ("Effective Date") by and between Calence, LLC ("Calence") and Hidalgo County ("Hidalgo County" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-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:

- Core Local Area Network VLAN new design and implementation

## Scope and Approach

Calence will perform the following Services:

### Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

### VLAN Redesign

- Assist customer on the design, implementation and verification of a new Local Area Network VLAN deployment
- Reconfigure two main buildings (Court House main building and Old Administration building) with new VLAN design
- Modify each switch in all closets in each building during the implementation phase configuration

- The existing configuration will comply with the new design
- Most of the implementation phase will need to be done after business hours since the network traffic will be interrupted during the switches re-configuration
- The following general configuration will be implemented:
  - Create the new VLANs on the central database at the 6500 Catalyst core switch
  - Modify Layer 3 switches to become Layer 2 switches and centralized all the inter-VLAN routing at the core 6500 switch
  - Create VTP domains
  - Create VTP trunks between IDF's and the core 6500 switch (where applicable)
  - Verify VLAN Database propagation across the switches included in this SOW
  - Verify that workstations, servers and other network devices can access different resources across the network: Internet access, print services, File Servers, Mail services, etc.
  - Verify new design functionality and follow up with customer on any possible issue

## Developed Works

Calence will provide the following Developed Works:

- Electronic copies of final configurations

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blue-

prints, manuals, diagrams, activity reports, security assessments, and other written materials.

- “Trade Secret Materials” means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

## Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. The customer will provide the IP scheme, Network Diagrams, names and passwords required to complete this task.
2. 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 Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
3. Hidalgo County 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 Hidalgo County’s information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County’s representation at all review meetings is essential.
4. Hidalgo County 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, Hidalgo County 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 Hidalgo County’s or its customer’s site.
5. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
6. Hidalgo County 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.
7. 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 Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County’s schedule, but in all events the per-

formance 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 Hidalgo County 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.

8. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
9. No formal user training is included in this Statement of Work. User training is available for an additional cost.
10. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
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 Customer personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
12. Customer 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 Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer 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 Hidalgo County.
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 Hidalgo County.

## Timeframes

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

## Fees

### Consulting Fees

Services will be provided for the fixed fee listed below.

	<b>Fixed Consulting Fee</b>
VLAN Redesign	\$8,064.00

### 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 (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

### Invoicing and Payment

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.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

### Credit Approval

This Statement of Work is subject to credit approval by Calence. Hidalgo County 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 Hidalgo County's facilities located at 100 North Closner, Edinburg, Texas 78539.

### Customer Contact Information

Hidalgo County's contact for this engagement is Renan Ramirez (phone: 956.292.7010; email: [renan@co.hidalgo.tx.us](mailto:renan@co.hidalgo.tx.us)), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo County 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 Hidalgo County 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 Customer 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 Fax: 956.661.5550 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Fax: 956.661.5550 Email: david.avila@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Fax: 956.661.5550 Email: terry.hartman@calence.com

**Acceptance Date**

This offer of Services will be good through February 22, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

**Invoicing Procedures**

Calence will send invoices to:

Hidalgo County

Address: \_\_\_\_\_

Attention: Accounts Payable

Accounts Payable Contact: \_\_\_\_\_

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

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

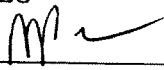
Purchase Order Number: \_\_\_\_\_

Statement of Work for VLAN Redesign at Hidalgo County

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

**Calence, LLC**

Signature:   
Name: R. B. P. N. Khan  
Title: ERP  
Date: 2/13/08

**Hidalgo County**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Requisition

Req # 00126906

PO #

Date: 02/11/08

Bill To: x  
x

Vendor : 327913  
 CALENCE LLC  
 2712 N. MCCOLL  
 MCALLEN TX 78501  
 FAX (408)547-0327

Ship To: INFORMATION TECHNOLOGY DEPARTMENT  
 100 N. CLOSNER, 1ST FL  
 EDINBURG TX 78539

Contact: EDNA KIRBY  
 956-292-7010

Contract No: DIR-SDD-236

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE NUMBER: 020408TF-1 DO NOT DUPLICATE ORDER		
1	EACH	Catalyst 4500 Chassis (7-Solt), fan, no p/s, Red Sup Capable	5,597.20	5,597.20
1	EACH	Catalyst 4500 2800W AC Power Supply (Data and PoE)	1,117.20	1,117.20
1	EACH	Catalyst 4500 2800W AC Power Supply (Data and PoE)	1,117.20	1,117.20
1	EACH	Catalyst 4500 Supervisor IV (2GE), Console (RJ-45)	6,717.20	6,717.20
1	EACH	Catalyst 4507R Redundant Supervisor IV, (2 GE), Console (RJ-45)	6,717.20	6,717.20
1	EACH	Cisco IOS ENHNCD L3 C4500 SUP4/5, 3DES (OSPF, EIGRP, IS-IS)	5,597.20	5,597.20
2	EACH	Cat 4500 IOS-based Supervisor, Compact Flash, 64MB Option	224.00	448.00
1	EACH	Catalyst 4500 PoE 802.3af 10/100, 48-Ports (RJ45)	3,637.20	3,637.20
2	EACH	Catalyst 4500 GE Module, Server Switching 18-Ports (GBIC)	5,597.20	11,194.40
1	EACH	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	4,197.20	4,197.20
16	EACH	1000BASE-SX Short Wavelength GBIC (Multimode only)	280.00	4,480.00
4	EACH	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	557.20	2,228.80
1	EACH	8X5XNBD Svc^ Catalyst 4507R Series Modular Switch	2,216.00	2,216.00
1	EACH	Installation & configuration of quoted equipment.	3,312.00	3,312.00
		Account No _____	Encumbrance	
		8-1100-415-00-200-002-0-745	58,576.80	
			Freight	.00
			Total	58,576.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# CALENCE<sup>SM</sup>

Putting your network to work.<sup>SM</sup>

REQ. 126906

## Go Direct

DIR Contract Number: DIR-SDD-236

Address:  
1130 Rutherford Lane  
Bldg 2, Suite 208  
Austin, Texas 78753  
Order Phone: 800-369-9130  
Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
1	WS-C4507R	Catalyst 4500 Chassis (7-Slot), fan, no p/s, Red Sup Capable	\$ 9,995.00	\$ 5,597.20	\$ 5,597.20
1	PWR-C45-2800ACV	Catalyst 4500 2800W AC Power Supply (Data and PoE)	\$ 1,995.00	\$ 1,117.20	\$ 1,117.20
1	PWR-C45-2800ACV/2	Catalyst 4500 2800W AC Power Supply (Data and PoE)	\$ 1,995.00	\$ 1,117.20	\$ 1,117.20
2	CAB-AC-2800W-TWLK	U.S. Power Cord, Twist Lock, NEMA 6-20 Plug	\$ -	\$ -	\$ -
1	WS-X4515	Catalyst 4500 Supervisor IV (2 GE), Console(RJ-45)	\$ 11,995.00	\$ 6,717.20	\$ 6,717.20
1	WS-X4515/2	Catalyst 4507R Redundant Supervisor IV, (2 GE), Console(RJ-45)	\$ 11,995.00	\$ 6,717.20	\$ 6,717.20
1	S4KL3EK91-12220EW	Cisco IOS ENHNC0 L3 C4500 SUP4/5,3DES(OSPF,EIGRP,IS-IS)	\$ 9,995.00	\$ 5,597.20	\$ 5,597.20
1	FR45-ISSU-POE-LIC	Cat4500 ISSU PoE promo. license needs dual sup+48PoEports	\$ -	\$ -	\$ -
2	MEM-C4K-FLD64M	Cat 4500 IOS-based Supervisor, Compact Flash, 64MB Option	\$ 400.00	\$ 224.00	\$ 448.00
1	WS-X4248-RJ45V	Catalyst 4500 PoE 802.3af 10/100, 48-Ports (RJ45)	\$ 6,495.00	\$ 3,637.20	\$ 3,637.20
2	WS-X4418-GB	Catalyst 4500 GE Module, Server Switching 18-Ports (GBIC)	\$ 9,995.00	\$ 5,597.20	\$ 11,194.40
1	WS-X4548-GB-RJ45V	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	\$ 7,495.00	\$ 4,197.20	\$ 4,197.20
16	WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	\$ 500.00	\$ 280.00	\$ 4,480.00
4	WS-G5486	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	\$ 995.00	\$ 557.20	\$ 2,228.80
1	CON-SNT-WS-C4507	8x5xNBD Svc* Catalyst 4507R Series Modular Switch	\$ 2,770.00	\$ 2,216.00	\$ 2,216.00
1	ProServices	Installation & configuration of quoted equipment.	na	\$ 3,312.00	\$ 3,312.00

\* Lead time is 3 weeks.

NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASSIGNED PURCHASE ORDER or Order will be delayed....

DIR Contract Number: DIR-SDD-236	TOTAL FOR THIS ORDER:	\$ 58,576.80
Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com	QUOTE NUMBER:	020408TF-1

Ship To:  
Renan Ramirez  
County of Hidalgo  
  
356-318-2151  
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:  
  
  
  
  
Phone  
Quote Date: 2/4/2008

SCANNED

*4500 Kmart Install  
Statement of Work*

*for*

*Hidalgo County*

*Statement of Work No. 200802084-s1*

*February 14, 2008*

*Developed By*

*Calence, LLC*

*Corporate Office*

*1560 W. Fountainhead Parkway, 2<sup>nd</sup> Floor  
Tempe, AZ 85282*

*McAllen Office*

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

**CALENCE®**

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.

The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Customer identified above; accordingly, this Statement of Work is provided to Customer 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 \_\_\_\_\_ (“Effective Date”) by and between Calence, LLC (“Calence”) and Hidalgo County (“Hidalgo County” or “Customer”) and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-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 Cisco Catalyst 4507 switch at the Hidalgo Co. KMart MDF

**Scope and Approach**

Calence will perform the following Services:

**Project Management**

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County’s designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

## Hidalgo County

Calence will perform the installation and configuration of a Cisco Catalyst 4507 switch. The installation and configuration will include:

- -Network assessment of the existing K-Mart MDF network
- Design and plan migration from existing MDF core network to the new Cisco Catalyst 4507 core switch
- Chassis installation, POST and initial testing
- Implement new configuration while the switch is offline
- Cutover from existing network devices to the new Cisco Catalyst 4507 switch
- Test data connectivity to Court House, K-Mart IDFs, Internet and remote Hidalgo Co. network locations
- Test Voice functionality inside the K-Mart building and between the K-Mart building and remote network locations at Hidalgo Co.
- Integration of the old core switches to the Cisco Catalyst 4507 switch for additional connectivity and services inside the K-Mart MDF

## Developed Works

Calence will provide the following Developed Works:

- Electronic copy of configuration

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.

- “Trade Secret Materials” means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

## Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Hidalgo County will provide the IP scheme, names and passwords required to complete this task.
2. All of the configuration listed in the scope will be performed using Cisco Best Practices for Network Infrastructure equipment and also Security Best Practices.
3. Calence will follow specific customer requirements for this implementation.
4. 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 Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
5. Hidalgo County 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 Hidalgo County’s information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County’s representation at all review meetings is essential.
6. Hidalgo County 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, Hidalgo County 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 Hidalgo County’s or its customer’s site.
7. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
8. Hidalgo County 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.
9. 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 Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County'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 Hidalgo County 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.

10. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
11. No formal user training is included in this Statement of Work. User training is available for an additional cost.
12. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
13. 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 Customer personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
14. Customer 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 Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
15. 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 Hidalgo County.
16. 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 Hidalgo County.

## Timeframes

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

**Fees**

**Consulting Fees**

Services will be provided for the fixed fee listed below.

	<b>Fixed Consulting Fee</b>
4500 Kmart Install	\$3,312

**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 (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

**Invoicing and Payment**

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.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

**Credit Approval**

This Statement of Work is subject to credit approval by Calence. Hidalgo County 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 Hidalgo's facilities located at 100 North Closner Blvd. Edinburg, TX 78539.

**Customer Contact Information**

Hidalgo County's contact for this engagement is Renan Ramirez (phone: 956.292.7010; 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 Hidalgo County 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 Hidalgo County 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 Customer 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 March 11, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

**Invoicing Procedures**

Calence will send invoices to:

Hidalgo County  
100 North Closner Blvd.  
Edinburg, TX 78539

Attention: Accounts Payable

Accounts Payable Contact: \_\_\_\_\_

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

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

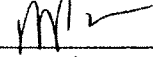
Purchase Order Number: \_\_\_\_\_

Statement of Work for 4500 Kmart Install at Hidalgo County

---

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

**Calence, LLC**

Signature: 

Name: K. M. P. ...

Title: ESR

Date: 2/14/08

**Hidalgo County**

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

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

Title: \_\_\_\_\_

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

# Requisition

Req # **00126912**

PO #

Date: 02/11/08

Bill To: x  
x

**Vendor:** 327913  
 CALENCE LLC  
 2712 N. MCCOLL  
 MCALLEN TX 78501  
 FAX (408)547-0327

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
 100 N. CLOSNER, 1ST FL  
 EDINBURG TX 78539

**Contact:** EDNA KIRBY  
 956-292-7010

**Contract No:** DIR-SDD-236

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE NUMBER: 011008TF-2 DO NOT DUPLICATE ORDER		
1	EACH	Aironet 1410 Wireless Bridge w/N-Type Connector, FCC Cnfg	2,799.44	2,799.44
1	EACH	SMARTNET 8X5XNBD Aironet 1410 Wireless	320.00	320.00
1	EACH	Aironet 1400 Roof/Wall Mount Kit	38.64	38.64
1	EACH	Aironet 5.8 GHz 9 dBi Omni Antenna	201.04	201.04
1	EACH	Aironet 1400 Bridge Power Injector - LR	195.44	195.44
1	EACH	Catalyst 3750 24 10/100 PoE + 2 SFP + IPB Image	2,685.20	2,685.20
1	EACH	SMARTNET 8X5XNBD Catalyst 3750 24 10/	268.80	268.80
2	EACH	802.11a/g dual radio IOS AP1200, FCC cfg	559.44	1,118.88
2	EACH	SMARTNET 8X5XNBD 802.11a/g dual radio	64.00	128.00
4	EACH	2.4 GHz, 2.2 dBi Dipole Antenna Black w/RP-TNC Connect. Qty. 1	10.64	42.56
1	EACH	Installation and configuration	2,050.00	2,050.00
1				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-415-00-200-002-0-745	9,848.00	
			Freight	.00
			Total	9,848.00

**Authorized By:** \_\_\_\_\_



*Network Infrastructure for New Building  
Statement of Work*

*for*

*Hidalgo County*

*Statement of Work No. 200801028-s1*

*January 7, 2008*

*Developed By*

*Calence, LLC*

*Corporate Office  
1560 W. Fountainhead Parkway, 2<sup>nd</sup> Floor  
Tempe, AZ 85282*

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

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©2008 CALENCE, LLC. ALL RIGHTS RESERVED.

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## Statement of Work

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## Objectives

Calence will meet the following Services objectives:

- Install and configure the Network Infrastructure for the new building at Hidalgo County.

## Scope and Approach

Calence will perform the following Services:

### Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County’s designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

### Network Infrastructure for New Building

Calence will perform the installation and configuration of the following networking equipment:

#### Cisco Wireless Bridge

- Install Cisco Wireless Bridge 1410 at the new building

- Bridge will need to be aligned with the core wireless root bridge
- Mount the antenna outside of the building and do the proper configuration to connect with the root bridge at the Courthouse site

### Closet switch

- Install and configure Cisco Catalyst 3750PoE switch using Cisco Best Practice and following customer network guidelines

### Wireless AP

- Perform a wireless survey to locate the best possible location for 2 wireless AP 1232
- Install and configure using Cisco Wireless Best Practices and following customer requirements and guidelines

## Developed Works

Calence will provide the following Developed Works:

- Calence will provide electronic copies of the final

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

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- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.
- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions,

processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

## Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Hidalgo County will provide the IP scheme, names and passwords required to complete this task.
2. This installation does not include the installation of any data cable
3. Hidalgo County is responsible in providing the data cable to connect all equipment
4. 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 Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
5. Hidalgo County 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 Hidalgo County's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County's representation at all review meetings is essential.
6. Hidalgo County 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, Hidalgo County 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 knowledge transfer while on Hidalgo County's or its customer's site.
7. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
8. Hidalgo County 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.
9. 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 Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County'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 Hidalgo County

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.

10. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
11. No formal user knowledge transfer is included in this Statement of Work. User knowledge transfer is available for an additional cost.
12. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
13. 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 Customer personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
14. Customer 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 Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
15. 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 Hidalgo County.

## Timeframes

Calence estimates that the Services described herein will be completed within 4 weeks after the start of the project.

## Fees

### Consulting Fees

Services will be provided for the fixed fee listed below.

	<b>Fixed Consulting Fee</b>
Network Infrastructure for New Building	\$2,050

### Total Cost

The total estimated cost for this project is \$2,050.

### 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 (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

### Invoicing and Payment

Hidalgo County 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.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

### Credit Approval

This Statement of Work is subject to credit approval by Calence. Hidalgo County 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 Hidalgo County's facilities located at 100 N. Closner Blvd., Edinburg, Texas, 78539

### Customer Contact Information

Hidalgo's contact for this engagement is Renan Ramirez (phone: 956.318.2151; 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 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 Hidalgo County 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.

Statement of Work for Network Infrastructure for New Building at Hidalgo County

Escalation Procedure

Communications from Customer 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.avila@calence.com
Consulting Market Director	Scott Trinkle	Phone: 512.691.2045 Email: scott.trinkle@calence.com

Acceptance Date

This offer of Services will be good through February 7, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

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

Attention: Accounts Payable

Accounts Payable Contact: \_\_\_\_\_

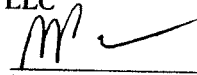
Phone: \_\_\_\_\_

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

Purchase Order Number: \_\_\_\_\_

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

Calence, LLC

Signature: 

Name: Robert Pinkham

Title: SEVP

Date: 2/13/08

Hidalgo County

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

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

Title: \_\_\_\_\_

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