

***Tandberg Video Conferencing
Statement of Work***

for

County of Hidalgo

Statement of Work No. 201106118-s1

June 27, 2011

Developed By

Insight Networking

***Corporate Office
6820 South Harl Ave.
Tempe, AZ 85283***

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

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Insight Networking is a subsidiary of Insight Direct USA, Inc. Insight Networking and Insight Networking products or services named herein are either registered trademarks or trademarks of Insight Networking 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.

This Statement of Work ("SOW") is made effective June 27, 2011 ("Effective Date") by and between Calence, LLC dba Insight Networking ("Insight") and County of Hidalgo ("County of Hidalgo" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Services, DIR Contract No. DIR-SDD-838 dated December 31, 2008 (the "Agreement") between Insight Networking and State of Texas Department of Information Resources ("DIR"). This SOW 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 SOW and the Agreement, the Agreement will control.

Objectives

Insight will meet the following Services objectives:

- Implement a video solution

Scope and Approach

Insight will perform the following Services:

Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform a discovery of Customer's business requirements by meeting with key stakeholders to understand their business processes
- Gather existing network diagrams, call flow diagrams/requirements, and other documentation describing the current technical environment
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations
- Deliver regular status reports
- Facilitate and attend regular status meetings
- Agree upon change control processes to minimize impact of the changes

Collaboration (Videoconferencing)

- Planning Phase
 - Review business and technical requirements
 - Develop workplan
 - Develop implementation plan
 - Develop network test plan
- Design Phase
 - Develop an integrated H.323, SCCP, SIP and ISDN dial plan
 - Develop a logical network design of the integrated IP Video components
 - Develop video infrastructure design

- Develop video endpoint best practice design
- Identify necessary changes and potential issues that may affect the implementation
- Implementation Phase
 - Install and test videoconferencing endpoints
 - 3 - Tandberg 1000MXP
 - 4 - Tandberg Edge 75/85/95
- Operations and Support Phase
 - Provide knowledge transfer and documentation review
 - Provide backup/recovery documentation
 - Provide training
 - Provide up to 4 hours of training
 - Complete customer signoff and acceptance

Developed Works

Insight will provide the following Developed Works:

Project Management

- Regular status report
- Project work plan
- Change control documentation

Collaboration (Videoconferencing)

- Device inventory
- Contact list
- Logical diagrams of the IP Videoconferencing architecture
- Design document describing the design, components, configuration standards and network topology

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 Insight, subject to the license expressly granted in this SOW. All rights and title to Insight Resources shall belong to Insight, without any license with respect thereto Customer or any third party. All rights not expressly granted by Insight hereunder are reserved by Insight.

Subject to Customer's performance of its obligations under this SOW, including its payment obligations, Insight 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 SOW and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this SOW.

For the purposes of this SOW:

- "Insight Resources" means all software, documentation, information and materials used by Insight, or by Insight's contractors on behalf of Insight, in Insight's performance under this SOW.
- "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 SOW, 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.

Insight Responsibilities

Insight is responsible for the following:

- Insight will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the Services and provide the Developed Works described herein.

Customer Responsibilities

Customer is responsible for the following:

- Customer will be responsible for any changes to the Active Directory environment including: addition of system users, schema extension, permissions, etc.
- Customer will be responsible for implementing and testing all required PBX configuration changes.
- Customer will acquire appropriate DID numbers from the phone company.
- Customer will work with local PSTN carrier regarding T1 configuration changes or cutover scheduling.
- Customer will supply all cabling, and provide necessary power and designated space to support all equipment.
- Customer will provide Insight with a list of all Customer and third-party contacts necessary for Insight to perform and complete the Services and Developed Works as stated in this SOW.
- Customer will provide an Intel-based server to support the TMS applications, per Insight specifications, if required.
- Customer will be responsible for configuring and implementing the Cisco LAN components (switches, firewall, etc.) of this project.
- Customer will be responsible for all network-related documentation for the LAN components.
- Customer agrees to hold information designated in writing as confidential or proprietary by Insight 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 SOW or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Insight, Customer shall promptly return or delete any such information which it has in its possession.

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Insight to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation and technology, necessary for Insight to perform the Services in accordance with this SOW, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, and access are critical to this project, and Customer's representation at all review meetings is essential.
- Customer will ensure that the Insight 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, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Insight personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.
- Customer will be responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- Minimum CAT-5 cabling specification is used throughout the facilities, and all cable runs are within the maximum allowed distances to support Ethernet.
- Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
- All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight in writing. Insight will schedule resources upon receipt and acceptance of a fully executed SOW and a Purchase Order (to the extent required) from Customer. Insight will use commercially reasonable efforts to take into account Customer's schedule, but in all events the performance of the Services is subject to the availability of Insight personnel and resources, as determined by Insight. Any cancellations or changes in a project schedule that are requested by Customer and that do not proximately result from an act or omission by Insight will be subject to a charge of 4 hours billed at the rate of \$150 per hour.
- Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

- Insight 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 Insight 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 Customer.
- The following are considered out-of-scope and are not part of the Services:
 - Configuration of the corporate NAT security policy/configuration of the firewall (per Internet segment).
 - Creation/delivery of network documentation regarding the LAN portion of the project.
 - Implementation of UPS(s) and/or associated devices.
 - Any troubleshooting or remediation required of network LAN components.
- This offer of Services will be good for 30 days.
- 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 Customer.

Timeframes

Insight 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.

Description	Fixed Consulting Fee
Tandberg Video Conferencing	\$8,000

Pricing Assumptions

- Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
- Expedited shipping, if applicable, is not included.
- All prices are in U.S. dollars.
- 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 Insight observed holidays.

Invoicing and Payment

Customer will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this SOW upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

Location

The Services will be performed at the following Customer location(s):

- 1615 S. Closner Ste. J, Edinburg, TX 78539

Customer Contact Information

Customer's contact for this engagement is Monica Hinojosa (phone: 956.318.2615; email: monica.hinojosa@hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Insight staff members and provide them with the Customer resources required to complete the project.

Change Management

Insight 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 SOW are unperformed or incorrect, or if Customer requests Insight to provide additional services outside the scope of Services. In any such event, Insight will have no obligation to perform the affected Services or any additional services unless both parties have agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this SOW.

Escalation Procedure

Communications from Customer to Insight concerning the Services provided under this SOW 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	Darak Weaver	Phone: 956.639.3555 Fax: 956.687.5428 Email: darak.weaver@insight.com
Project Manager	Javier Castilleja	Phone: 956.661.5879 Fax: 956.687.5428 Email: javier.castilleja@insight.com
Consulting Director	David Avila	Phone: 956.661.5560 Fax: 956.687.5428 Email: david.avila@insight.com



Purchase Order

COUNTY OF HIDALGO

PO#: 654543

DATE: 03/16/11

Page No 1 Of 5

VENDOR: 327913 REQ:00190083
 FAX (408)547-0327 Email:
 Phone:(956)451-8628
 CALENCE LLC
 DBA INSIGHT NETWORKING
 1560 WEST FOUNTAINHEAD PARKWAY
 TEMPE AZ 85282

BUYER:
 SHIP TO: EMERGENCY SERVICES
 1615 S. CLOSNER
 SUITE G-H
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: EMERGENCY SERVICES

Special Instructions:

Contract No: DIR-SDD-838

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	BUNDLE	DO NOT DUPLICATE ORDER DIR-SDD-838 CO ** ASSET # 53005 ** CAMERON COUNTY TANBERG EDGE 95 MXP-INCL NATURAL PRESENTER PACKAGE, (CTS-EDGE95-K9) MS, FULL BANDWITH, TANDBERG PRECISIONHD CAM (PWR-CORD-US-A) TANDBERG PWR CORD US 1.8M BLACK YP-12 TO YC-12 (SW-S50000-K9) TANDBERG SOFTWARE IMAGE ENCRYPTED (CTS-NTSC) TANDBERG NTSC OPTION (CTS-EDGE95-K9) TANDBERG EDGE SERIES CODEC TANDBERG PRECISION HD CAMERA W/ 2MCABLE, CODEC S/N (CTS-PHD-S) REQ (CTS-RMT-TRC4) TANDBERG REMOTE CONTROL IV (LIC-EDGE95) TANDBERG EDGE 95MXP PRODUCT ID LICENSE TANDBERG EDGE 95 MXP IP ONLY TO 512 Kbps ISDN/2 (LIC-EDGE-BW1) MBPS IP TANDBERG EDGE 95 MXP MULTISITE (MS) OPTION (LIC-EDG95-MS) (REQUIRES NPP) TANDBERG EDGE 95 MXP NATURAL PRESENTER PACKAGE (LIC-EDG95-NPP) (NPP OPTION) (LIC-S50000-K9) TANDBERG LICENSE KEY SOFTWARE ENCRYPTED TANDBERG SUPPORT WARRANTY ESS WITH 8X5XNEXT BUSINESS DAY SUPPORT EDGE 95 MXP WITH	7,193.55	7,193.55
1	EACH	CO ** ASSET # 53009 ** CAMERON COUNTY TANDBERG SUPPORT WARRANTY ESS WITH 8X5X NEXT BUSINESS DAY SUPPORT 95 MXP WITH TANDBERG PRECISIONHD CAMERA	1,141.44	1,141.44
3	EACH	CO ** ASSET # 53013, 53014, 53015 ** CAMERON COUNTY	3,016.46	9,049.38

Authorized by: _____

Martha L. Salazar



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Page No 2 Of 5

VENDOR: 327913 REQ:00190083
 FAX (408)547-0327 Email:
 Phone: (956)451-8628
 CALENCE LLC
 DBA INSIGHT NETWORKING
 1560 WEST FOUNTAINHEAD PARKWAY
 TEMPE AZ 85282

BUYER:
 SHIP TO: EMERGENCY SERVICES
 1615 S. CLOSNER
 SUITE G-H
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: EMERGENCY SERVICES
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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3	EACH	TANDBERG 1000 MXP TANDERG POWER CORD US 1.8M BLACK YP-12 TO YC-12 TANDBERG 1000 MXP UNIT NTSC CO ** ASSET # 53021, 53022, 53023 ** CAMERON COUNTY	930.93	2,792.79
3	EACH	TANDBERG 1000 NATURAL PRESENTER PACKAGE OPTION CO CAMERON COUNTY	174.38	523.14
3	LOT	TANDBERG 1000 MXP SUITCASE CO CAMERON COUNTY	.00	.00
3	EACH	TANDBERG SW IMAGE ENCRYPTED TANDBERG 1000 MXP 0/768 SOFTWARE OPTION TANDBERG REMOTE CONTROL IV TANDBERG 1000 MXP PRODUCT ID TANDBERG LICENSE KEY SOFTWARE ENCRYPTED CO CAMERON COUNTY	478.88	1,436.64
1	BUNDLE	TANDBERG SUPPORT WARRANTY ESS WITH 8X5X NEXT BUSINESS DAY SUPPORT 1000 MXP CO ** ASSET # 53006 ** WILLACY COUNTY TANDBERG EDGE 95MXP-INCL NATURAL PRESENTER PACKAGE, MS, FULL BANDWIDTH, TANDBERG PRECISION HD CAM TANDBERG POWERCORD US 1.8M BLACK YP-12 TO YC-12 TANDBERG SOFTWARE IMAGE ENCRYPTED TANDBERG NTSC OPTION TANDBERG EDGE SERIES CODEC TANDBERG PRECISION HD CAMERA W/ 2MCABLE, CODEC S/N REQ TANDBERG REMOTE CONTROL IV TANDBERG EDGE 95MXP PRODUCT ID LICENSE TANDBERG EDGE 95 MXP IP ONLY TO 512 KBPS ISDN/2 MBPS IP TANDBERG EDGE 95 MXP MULTISITE (MS) OPTION (REQUIRES NPP) TANDBERG EDGE 95 MXP NATURAL PRESENTER PACKAGE (NPP)	7,193.55	7,193.55

Authorized by: _____

Marta L. Salazar



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Page No 3 Of 5

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 Phone:(956)451-8628
 CALENCE LLC
 DBA INSIGHT NETWORKING
 1560 WEST FOUNTAINHEAD PARKWAY
 TEMPE AZ 85282

BUYER:
 SHIP TO: EMERGENCY SERVICES
 1615 S. CLOSNER
 SUITE G-H
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: EMERGENCY SERVICES

Special Instructions:

Contract No: DIR-SDD-838

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	OPTION TANDBERG LICENSE KEY SOFTWARE ENCRYPTED CO ** ASSET # 53010 ** WILLACY COUNTY	1,141.44	1,141.44
1	BUNDLE	TANDBERG SUPPORT WARRANTY ESS WITH 8X5X NEXT BUSINESS DAY SUPPORT EDGE 95 MXP WITH TANDBERG PRECISION HD CAMERA CO ** ASSET # 53016, ** WILLACY COUNTY	3,016.46	3,016.46
1	EACH	TANDBERG 1000 MXP TANDBERG POWER CORD US 1.8 M BLACK YP-12 TO YC-12 TANDBERG 1000 MXP UNIT NTSC CO ** ASSET # 53024 ** WILLACY COUNTY	930.93	930.93
1	EACH	TANDBERG 1000 NATURAL PRESENTER PACKAGE OPTION CO WILLACY COUNTY	174.38	174.38
1	EACH	TANDBERG 1000 MXP SUITCASE CO WILLACY COUNTY	.00	.00
1	EACH	TANDBERG SW IMAGE ENCRYPTED TANDBERG 1000 MP 0/868 SOFTWARE OPTION TANDBERG REMOTE CONTROL IV TANDBERG 1000 MXP PRODUCT ID TANDBERG LICENSE KEY SOFTWARE ENCRYPTED CO WILLACY COUNTY	478.88	478.88
2	BUNDLE	TANDBERG SUPPORT WARRANTY ESS WITH 8X5X NEXT BUSINESS DAY SUPPORT 1000 MXP CO ** ASSET # 53007, 53008 ** HIDALGO COUNTY TANDBERG EDGE 95 MXP INCL NATURAL PRESENTER PACKAGE, MS, FULL BANDWITH, TANDBERG PRECISION HD CAM TANDBERG PWR CORD US 1.8M BLACK YP-12 TO YC-12 TANDBERG SOFTWARE IMAGE ENCRYPTED TANDBERG NTSC OPTION TANDBERG EDGE SERIES CODEC	7,193.55	14,387.10

Authorized by: _____

Martha L. Salazar mlw



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Page No 4 Of 5

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 TEMPE AZ 85282

BUYER:
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 1615 S. CLOSNER
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2	EACH	TANDBERG PRECISIONHD CAMERA W/ 2MCABLE, CODEC, S/N REQ TANDBERG REMOTE CONTROL IV TANDBERG EDGE 95MXP PRODUCT ID LICENSE TANDBERG EDGE 95 MXP IP ONLY TO 512 KBPS ISDN/2 MBPS IP TANDBERG EDGE 95 MXP MULTISITE (MS) OPTION (REQUIRES NPP) TANDBERG EDGE 95 MXP NATURAL PRESENTER PACKAGE (NPP) OPTION TANDBERG LIENSE KEY SOFTWARE ENCRYPTED	1,141.44	2,282.88
4	LOT	CO ** ASSET # 53011, 53012 ** HIDALGO COUNTY TANDBERG SUPPORT WARRANTY ESS WITH 8X5X NEXT BUSINESS DAY SUPPORT EDGE 95 MXP WITH TANDBERG PRECISIONHD CAMERA CO ** ASSET # 53017, 53018, 53019, 53020 ** HIDALGO COUNTY TANDBERG 1000 MXP TANDBERG PWR CORD US 1.8M BLACK YP-12 TO YC-12 TANDBERG 1000 MXP UNIT NTSC	3,016.46	12,065.84
4	EACH	CO ** ASSET # 53025, 53026, 53027, 53028 ** HIDALGO COUNTY TANDBERG 1000 NATURAL PRESENTER PACKAGE OPTION	930.93	3,723.72
4	EACH	CO HIDALGO COUNTY TANDBERG 1000 MXP SUITCASE	174.38	697.52
4	EACH	CO HIDALGO COUNTY TANDBERG SW IMAGE ENCRYPTED OPTION	.00	.00
4	EACH	TANDBERG REMOTE CONTROL IV TANDBERG 1000 MXP PRODUCT ID TANDBERG LICENSE KEY SOFTWARE ENCRYPTED CO HIDALGO COUNTY	478.88	1,915.52
1	LOT	TANDBERG SUPPORT WARRANTY ESS WITH 8X5X NEXT BUSINESS DAY SUPPORT 1000 MXP CO INSTALLATION OF 3 TANDBERG 1000'S AND 4 EDGE 95'S	8,000.00	8,000.00

Authorized by: _____

Martha L. Salazar



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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		78,145.16

		For Hidalgo County use only		
		1-1283-429-10-300-027-2-336	11,831.04	
		1-1283-429-10-300-027-2-619	1,395.04	
		1-1283-429-10-300-027-2-667	7,447.44	
		1-1283-429-10-300-027-2-745	57,471.64	
		Approved _____		

Authorized by: _____

Martha L. Salazar