

2-22-2011
Purchasing
ACCTG UNIT
29 I

ARF-3030

REGULAR SESSION AGENDA

Facilities Management & Planning

Date: 02/22/2011

NWN Agreement

Submitted For:

Don Brady

Submitted By: Laura Dougherty,
Facilities
Management &
Planning

Department:

Facilities Management & Planning

Type of Item:

Discussion Item

**Renewal Agreement/
Appointment:**

Reviewed by County

Yes

Attorney's Office:

Multiple Originals Y/N?:

Y

Information

SUMMARY OF ITEM

Take all appropriate action to approve the Agreement with NWN Corporation in the amount of \$10,500.00 to provide Wireless Site Survey Services pertaining to the Justice Center.

SPECIAL HANDLING *Ret. to Cheryl at Purchasing*

Fiscal Impact

ACCTG UNIT or GRANT/PROJ NAME: Facility Bond Project

ACCT NAME or GRANT/PROJ ACTIVITY: Justice Center

BUDGETED Y/N:

Y

FISCAL SUMMARY:

Attachments

Link: NWN Agmt

3/1/11 3 originals returned to Cheryl at Purchasing

SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV INSURANCE AND BONDS

- 4.01 Contractor shall obtain and keep in full force and effect until completion of the Project the insurance coverages hereinafter specified herein. Such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.
- 4.02 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Contractor as the named insured and County as additional insured with the following coverages and limits:
 - A. General Aggregate \$2,000,000
 - B. Products Completed Operation – Aggregate \$2,000,000
 - C. Personal Advertising Injury Limit \$1,000,000
 - D. Each Occurrence Limit \$1,000,000
 - E. Fire Damage Limit \$50,000
(any one fire)
 - F. Medical Expense Limit \$5,000
(any one person)
- 4.03 Such insurance shall contain blanket contractual coverage, shall be written on Insurance Services Offices approved occurrence form and shall also provide the following protection:
 - A. premises/operations coverage;
 - B. broad form property damage liability coverage
 - C. completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
 - D. XCU coverage;
 - E. independent contractors and employees as additional insureds;
 - F. contractual liability coverage.

- 4.04 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Project, with Contractor as the named insured, and County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 4.05 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas state coverage for all persons or entities employed by Contractor and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of the County.
- 4.06 Umbrella Liability Insurance. Umbrella liability insurance naming Contractor as the named insured and County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 4.07 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- (A) Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - (B) Duration of the Project - includes the time from the beginning of the Project until Contractor's work on the Project has been completed and accepted by County.
 - (C) Persons providing services on the Project. ("Subcontractor" in section 406.096 of the Texas Labor Code) includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent general contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - (D) Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.
 - (E) Contractor must provide a certificate of coverage to County prior to the commencement of work on the Project.

(F) If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

(G) Contractor shall obtain from each person providing services on the Project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(H) Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

(I) Contractor shall notify County in writing by certified mail or personal delivery, within 10 days after Contractor knows or should know, of any change that materially affect the provision of coverage of any person providing services on the project.

(J) Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. (This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.)

4.08 Every policy referred to in this Agreement shall (i) provide that no material change, cancellation or termination shall be effective until at least 30 days after written notice thereof has been received by Contractor and County; (ii) provide that such insurance shall not be invalidated by any act or negligence of Contractor or County, or any subcontractors or any person or entity having an interest in the Project, nor by any foreclosure or other proceedings or notices thereof relating to the Project, nor by any change in title to or ownership of the Project; and (iii) include a waiver of all rights of subrogation in favor of Contractor and County.

4.09 All insurance required by any provision of this Agreement shall be in such form and shall be issued by such responsible companies licensed and authorized to do business in the State of Texas as are acceptable to Contractor. Any insurance company rated at least "A" as to management and at least "Class XII" as to financial strength in the latest addition of Best's Insurance Guide, published by Alfred M. Best Co., Inc., 75 Fulton Street, New York, New York (or any successor publication of comparable standing) shall be deemed a responsible company and acceptable to Contractor.

4.10 Prior to commencement of work on the Project, Contractor shall furnish insurance certificates evidencing the coverages required under this Agreement to County, which shall clearly indicate that the insurance required to be obtained hereunder has been obtained in the type, amount and classification as herein required. County shall have the right, upon prior notice and during business hours, to review certified true copies of the insurance policies maintained pursuant to this Agreement.

- 4.11 Contractor shall furnish a payment bond with good and sufficient surety or sureties payable to County and intended for the use and protection of all contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work on the Project. Contractor shall also provide a performance bond with good and sufficient surety or sureties for the faithful performance of the Agreement and to indemnify County for damages occasioned by a failure to perform the work on the Project or for failure to perform the work on the Project within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of County.
- A. The surety must be one that is licensed to do business in the State of Texas, and must be acceptable to County. Each bond shall be in an amount equal to 100% of Contractor's compensation.
 - B. Bond Requirements. The performance bond and payment bond shall identify the Principal (Contractor) and Surety with County. The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of County will be for informational purposes only. The Principal and the Surety must separately sign the bond. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to County, and shall be delivered to the County Project Manager of within thirty (30) calendar days after execution of this Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.
 - C. Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to County, which in any event, must be a surety company listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested in any litigation against County. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

SECTION V WARRANTY

- 5.01 All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty, hereinafter referred to as "Warranty Period."

- Contractor shall be an authorized dealer, distributor or manufacturer for all products.
- 5.02 Contractor shall, for the protection of County, obtain from all vendors and subcontractors guarantees with respect to the machinery, equipment, and materials, used and installed as a part of the Project, which guarantees shall be in form and content consistent with those prevailing in the applicable industry and which shall be made available to County to the full extent of the terms thereof. Contractor shall use its best efforts to obtain guarantees which extend to the expiration of Warranty Period or for such longer period of time as may be obtainable from such vendors and subcontractors and shall specify that same shall be enforceable by and for the benefit of County. All materials and equipment are subject to inspection by County at all times. No inspection or other action by County shall release any vendor or subcontractor from its duty to conform to final specifications nor shall any inspection or other action or lack thereof release any vendor or subcontractor from any warranty or guarantee. The failure of County to inspect shall not constitute a waiver of the right to reject the material or equipment for defective workmanship or material.
- 5.03 Contractor guarantees that the Project will be free from any defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Project. Provided the County notifies Contractor of such a defect prior to the end of Warranty Period, Contractor will promptly correct at no cost to County, any defect in or damage to the Project or any part thereof arising or resulting, directly or indirectly, from any defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by County, have another correct any such defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Project.

SECTION VI INDEMNIFICATION

- 6.01 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING DIRECTLY OR INDIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES, ANY OF CONTRACTOR'S SUBCONTRACTORS, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS AGREEMENT, IF ANY SUCH CLAIM OR LIABILITY ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY, THE LIABILITY OF CONTRACTOR UNDER THE FOREGOING INDEMNITY SHALL BE REDUCED ON A PRO RATA BASIS SUCH THAT IT WILL NOT INCLUDE THE PORTION OF HARM PROVEN TO ARISE FROM OR OTHERWISE ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- 6.02 Contractor shall be responsible for all risk of loss to all materials delivered to the Project and all materials and equipment incorporated into the Project. Contractor shall provide continuous and adequate protection of the Project and site, the property and adjacent

property of County or Contractor constituting the Project site. Contractor shall be obligated to replace or repair any (a) materials, equipment or supplies which are, or are to become, a permanent part of the Project or temporary or existing facilities whether Contractor owned or leased or furnished by Contractor or County or (b) supplies and materials which are lost from the Project site, damaged or destroyed on the Project site, however such loss or damage may occur unless the same results from the negligence or willful misconduct of County or its officers, directors, employees or agents.

SECTION VII NOTICE

- 7.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 7.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 7.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to the Contractor:

NWN Corporation
Miriam Mondragon
10661 Rockley Road
Houston, Texas 77099

- B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Facilities Management and Planning Department
Don Brady, Director
301 Jackson
Richmond, Texas 77469

- 7.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VIII LIMIT OF APPROPRIATION

- 8.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum

sum of \$10,500.00, including all expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

- 8.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$10,500.00.

SECTION IX SUCCESSORS AND ASSIGNS

- 9.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 9.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 9.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION X PUBLIC CONTACT

- 10.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 10.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed for or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI COMPLIANCE AND STANDARDS

Contractor shall use its best efforts and perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best professional standard of care provided by contractor on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder.

SECTION XII OWNERSHIP OF DOCUMENTS

- 12.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and subcontractors (deliverables).
- 12.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 12.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

- 12.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 12.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 12.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XIII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV MISCELLANEOUS

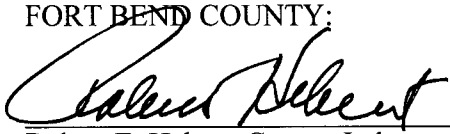
- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION XV
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

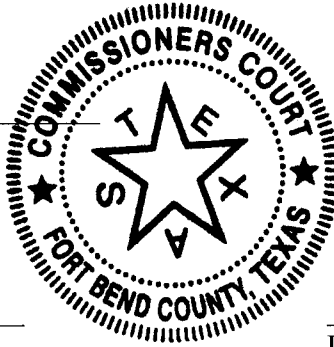
2-22-2011

Date

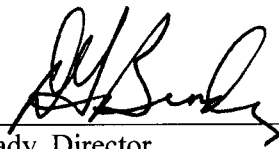
Attest:



Dianne Wilson, County Clerk



APPROVED:

By: 

Don Brady, Director
County Facilities Management
& Planning Department

2-16-11

Date

CONTRACTOR: NWN Corporation



Signature

2/14/11

Date

Sheppard Thomas RVP

Printed Name and Title

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$10,500.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Attachments: Exhibit A – Statement of work dated January 27, 2011

MER/I:Agreements/NWN Corporation.Justice Center.LAN Survey.3962

Exhibit A

NWN Corporation
10661 Rockley Road
Houston, Texas
77099
281-506-1100 Phone
281-983-5599 Fax



Client: Fort Bend County Information Technology Client Address 1: 500 Liberty Suite 212 Client Address 2: 0 Client City, State, Zip: Richmond, Texas 77469 Attn: Kenneth Ford Phone: 281-341-4588 email: Kenneth.Ford@co.fort-bend.tx.us		Issue Date: 1/27/2011 Opportunity #: OP59437 Account Exec: Steve Baker 713-485-9761 sbaker@nwnit.com
		Version: 1.0

Product/Service	Quantity	Unit Price	Unit Price	Extended Price
Section 1 - Manufacturer Support				
Section 2 - Manufacturer Maintenance				
Manufacturer Support				
Section 3 - Professional Services				
NWN Professional Services, as defined in the related Statement of Work Proposal				\$10,500.00
NWN Service Block	8x5 Professional Services prepaid block of time, for change orders, additional project support		\$	-
Section 4 - Optional Products & Services				
			\$0.00	\$ -
Summary of nCare Service Plan Proposal; Note: a signed nCare contract is required to establish new services				\$0.00
	Hardware and Software Subtotal:	\$	-	
	Manufacturer's Maintenance Subtotal:	\$	-	
	nCare Managed Services Subtotal:	\$	0.00	
	Professional Services Subtotal:	\$	10,500.00	
	Optional Products & Services Subtotal:	\$	-	
	Total Project Investment	\$	10,500.00	
	Estimated Taxes	\$	0.00	
	Estimated Shipping	\$	0.00	

Terms & Conditions
This quote is valid for 30 days from date of issue. Applicable Taxes & freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document.



Proposal Statement of Work

Fort Bend – Justice Center Wireless LAN Active Survey #OP49437/
r1.0
DIR-SDD-1544

A proposal to
Fort Bend County

January 27, 2011

Prepared by: Michael Louis,
Senior Solutions Architect

10661 Rockley Road Address
Houston TX 77099

281-635-9305

Proposal Statement of Work
Justice Center Wireless LAN Active Survey



CONTACT INFORMATION

CLIENT NAME	OFFICE	MOBILE	EMAIL
Kenneth Ford	(281) 341-4588	(832) 647-1278	kenneth.ford@co.fort-bend.tx.us
NWN CORP			
Stephen Baker	(281) 506-1145	(713) 485-9761	sbaker@nwnit.com
Mike Louis	(281) 506-1102		mlouis@nwnit.com
Heather Konlande	(281) 506-1119		hkonlande@nwnit.com

PROJECT OVERVIEW

NWN and (Fort Bend County) also referred to as "Client" have entered into an agreement as detailed herein. Client has requested services to perform an Wireless LAN Active site survey for the installation of approximately 55 access points in their new Justice Center

Client Success Criteria

- Active Wireless Site Survey to Validate Coverage for Data Only @ -70dBm
- Indoor 3500i Series Access points should be used during the survey
- Coverage map with Air Magnet Survey indicating AP placement
- Complete documentation with pictures and tape marking actual AP locations post survey should be provided once the onsite survey is completed
- Minimum data rate should be 24Mbps for Data coverage.

Proposal Statement of Work
Justice Center Wireless LAN Active Survey



SCOPE DETAILS – WORK TO BE PERFORMED

NWN will perform the following tasks during the survey:

Routing/Switching/Wireless:

Justice Center

- Perform Active Wireless Survey to determine mounting locations complete indoor coverage in all customer specified areas – not including elevators and stairwells.
- Active Wireless Site Survey will follow Cisco design best practices for access point deployment for Clean Air Technology
- Data Survey will maintain 15-18% cell overlap and minimum of -70dBm SNR (-65dBm Voice)
- Data Rate for Survey will be set to a minimum of 24Mbps with a desired 54Mbps +
- Pre-Survey RF Sweep to determine any RF related interference
- Marking and picturing taking of AP in each location, including Channel in use during survey, AP power level, and frequency band in use 2.4Ghz or 5.4Ghz.
- AirMagnet Site Survey tool will be used to capture survey location heat maps if customer provides detailed floorplans

Proposal Statement of Work
Justice Center Wireless LAN Active Survey



NWN Project Methodology

<i>Phases</i>	<i>Actions</i>	<i>Processes</i>
Initiate	Identify / Define / Launch	
Plan & Design	Work Breakdown Structure Technical Designs Approach / Assess	
Execute	Staging / Lab/ Test/ Pilot Proof of Concept Migration/ Production	
Closure	Orientation / Care Plan Transition to Operations Wrap up & close out	

An NWN Project Manager will be assigned to this project, utilizing the NWN project methodology, to ensure the successful delivery of this initiative as defined in this scope. The PM will provide timely communications, status updates, project timelines and tasks, team activity coordination and issues management and escalation to the project sponsor. Based on the scope of work for the project the NWN PM will use the appropriate tools necessary to complete the project successfully.

In the event of changes that occur during the project the NWN PM will process a Project Change Request (PCR) to identify the needed change and effects it will have on the project along with funding that may be needed to complete the change. This PCR will be reviewed and agreed to by NWN and client prior to the change being implemented.

As phases are completed the Project Deliverables Acceptance document will be revised and discussed during status meetings. Percent complete will be documented and initialed by the client so that recognition for progress can be acknowledged throughout the project. At the end of the project this document will be signed by the project sponsor indicating that the project is complete.

Proposal Statement of Work Justice Center Wireless LAN Active Survey



1 – Initiate Phase

- Internal kickoff meeting – this meeting involves the NWN Sales Team and the NWN Implementation Team. At this meeting, the entire NWN team is made aware of the Customer's expectations that were set during the Sales process to ensure all communication is translated to the Implementation Team for the on-site work effort.
- External kickoff meeting – this meeting involves the NWN Team and the Customer's Team and usually takes place at the Customer's site. During this meeting, the Bill of Materials and Statement of Work are reviewed by all parties to ensure no expectations have changed since the Contract has signed. This meeting typically occurs prior to any equipment being ordered in order to help avoid the RMA process. During the Kickoff meeting, it will be very important that the Bill of Materials is thoroughly discussed between the Customer's engineers and NWN engineers to ensure the equipment that will be ordered still meets the Customer's requirements.
- Scheduling for Design, Telco, and status meeting – Initial timeline will be set for overall project. NWN and client will work together to identify resources for project and coordinate schedules to complete the Design, Telco and status meetings.

Deliverables:

- Completion of Kickoff meetings and scheduling for Wireless Survey

2 – Plan & Design Phase

- Design Meeting – After the kick-off meeting, NWN has a design meeting to discuss the technical aspects of the configuration for the network. This will encompass everything from routing protocols, IP Addressing Schemes, Multicast traffic configurations and Quality of Service configuration requirements. At the end of this Design meeting, NWN has gathered enough information to create a design document for the installation of the equipment. The design document will include configuration parameters for all the equipment and the requirements by the Customer's IT Staff in order to prepare for the network cutover work effort. A project time frame (including specific dates) will be created at the end of the Design meeting.
- Site Walk-thru – After all of the meetings are complete, NWN needs to walk thru each of the network closets at the Customer site. During this walk-thru, NWN will be noting space in each closet and the type of network cutover that will need to occur for that area.
- Configuration Review – Once the initial configurations for the switches, routers, and wireless controllers have been completed, the NWN engineering team will share them with the customer to ensure that they meet the customers standards for implementation and configuration. Once the customer signs off on the configurations, the NWN engineering team will then proceed to staging and configuration of the equipment.

Page 5 of 10

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Proposal Statement of Work
Justice Center Wireless LAN Active Survey



Deliverables:

- *Pre-Survey Checklist completed with the customer – This checklist will include contacts at the site, ladders, power availability, etc that will be required to complete the survey*
- *NWN will review the SOW requirements with the customer and ensure all components and assumptions are covered prior to work beginning*
- *Any changes to the survey plans will be discussed and rectified at this meeting in preparation for execution of required survey activity*

3 – Execute Phase

- **Equipment Hardware Testing** – NWN will stage the new network equipment at the NWN facility to ensure there are no problems with the equipment that was shipped from the Manufacturers. Once all the equipment is un-boxed and assembled, NWN will perform burn-in testing to ensure all equipment operates for a set amount of time. NWN will also install all interfaces and check those interfaces with test patch cables to ensure there are no bad ports on the equipment. If any equipment is found to be faulty, then NWN will return to the equipment to the manufacturer and receive replacement equipment prior to shipping any equipment to the Customer site.
- **Configuration Staging** – NWN will initially configure all of the equipment and test the configurations of the equipment at the NWN facility. Once all the equipment has passed all of the testing, NWN will re-package all of the equipment for shipment to the Customer site and furnish client with a packing slip.
- **Hardware Installation** – NWN will un-box the network equipment at the Customer site and proceed to install the equipment in the specified areas. Once the equipment is physically installed, NWN and the Customer IT Staff will fully test the configurations for each device prior the user migration to the new equipment.
- **Configuration Testing and User Migration** – Once configurations are tested and verified, NWN and the Customer IT Staff will move a set amount of users over to the new network equipment and ensure the end user connectivity is re-established. This process will continue on the set schedule that was mutually agreed upon through the established project plan.
- **Network Troubleshooting** – NWN will remain on site for help address and diagnose any problems that arise to the network migration to the new equipment. NWN will be able to troubleshoot any network configuration issues and the Customer needs to provide a resource with troubleshooting knowledge for the Customer's software applications and end user devices. Once the new network infrastructure is agreed to be stable by NWN and the Customer IT Staff, NWN will start to finalize the documentation for the project.

Proposal Statement of Work

Justice Center Wireless LAN Active Survey



Deliverables:

- *NWN will perform the Active Wireless Survey during this stage. We will gather all necessary information to determine the exact AP count for the Justice Center based on the coverage requirements stipulated by the customer and agreed upon by NWN in advance.*
- *Services milestones to include:*
 - **Active Wireless Survey** – *NWN will perform the survey and gather the results*
 - **Presentation of Survey Results** – *NWN will review the final results with the customer and prepare a BOM for purchasing the access points for the actual installation*

4 – Close Phase

In this phase, on site engineering is complete. Engineers will be focused on completing technical documentation and a review with project team. The PM will verify approval for final billing and schedule and complete Project Review and Closure meetings with client.

Deliverables:

- *Technical documentation, to include:*
 - *Technical workbook including site specific configuration information*
 - *Phone Training Plan, Quick Reference Guides, Admin & configurations guides from manufacturer*
 - *All manufacturer's manuals and documents received with products*
- *Project documentation, to include:*
 - *Project plan &/or task list, including work schedules*
 - *Status reports (written and/or verbal)*
 - *Action item list & Issues reports*

Out of Scope

Any area not specifically presented in the Scope section of this proposal is considered outside the scope of this project. Changes to the scope as detailed in this proposal require an estimate review and must be approved by mutual agreement. Additional (or lower) charges may apply to incorporate the requested changes. Changes will not become effective until agreed upon in writing by both the Client and NWN.

Proposal Statement of Work

Justice Center Wireless LAN Active Survey



CUSTOMER REQUIREMENTS & ASSUMPTIONS

- 1) Client will perform and/or provide the following design/technical components as part of the delivery of this project:
 - a) Provide current floor plans to NWN Engineers
 - b) Turn off any existing wireless access points during the survey
 - c) Participate in all design and planning sessions and be prepared to sign off on all milestones.
 - d) Third party delays are recognized and accounted for
 - e) Customer provided information is correct and current
 - f) Construction timelines are accurate
- 2) Engineer work will not be impeded by customer delays
- 3) All work will be completed during normal business hours unless specified in Scope Details Section. After hours work will be billed at NWN standard overtime rates.
- 4) Assigning a representative to this project, who will coordinate the installation activity with the NWN Project Leader
- 5) Provide access to all work locations along with safety, access, security & emergency protocols.
- 6) Obtain all necessary work permits.
- 7) As needed, provide a work area for NWN to use during on-site activities.
- 8) Provide parking passes and adequate parking for the NWN project team.
- 9) When applicable provide the best possible prints and floor plans for use during the installation. These prints and floor plans will become the property of NWN.
- 10) When applicable provide the best possible information related to building construction, available mechanical rooms, location of equipment, etc.
- 11) Client must provide outside phone and Internet access, at no additional charge, for all NWN staff when onsite.

TERMS & CONDITIONS

- If the project is put on hold due to customer delays for a period over 60 days the Client and NWN will work together to address closure of the existing project. A Project Change Request will be provided that addresses how to handle remaining billing on the project as well as how the remaining tasks will be completed. Re-scheduling the project is subject to existing NWN workload and will be scheduled accordingly.
- The Master Services Agreement (MSA) in place between NWN and the Client serves as the general terms and conditions of these services. This SOW proposal presents the specific details of this project under that agreement. These terms are supplemental to the MSA; any point of conflict defaults to the terms and conditions presented in the MSA that is in place between both parties. If no MSA is in effect between NWN and the Client, the Terms and Conditions established in this SOW constitute the contract between both parties.
- Project pricing assumes Client credit line has been established with NWN Corporation.
- The prices quoted above shall remain valid for a period of thirty (30) days unless manufacturer programs expire.
- Prices do not include NC/SC/VA State sales tax or freight which is billed Freight On Board Origin.
- Equipment return policy is governed by the equipment manufacturer.
- **Quotation for Services does include travel and expenses**
- Unless other specified, working hours for engineering services are normal business hours (8:00 am to 5:00 pm). Monday through Friday with no limitations of access to the workplace. Work performed after normal business hours will be billed at an additional charge.
- NWN will invoice Client (net 30 days) for all materials when shipped and ownership passes, regardless of shipping destination. Procuring materials at time of contract protects customer project pricing and assures materials are available to meet project timelines.
- Professional Services will be invoiced per the terms specified in Project Financials below.
- **Payment terms are: NET 30 Days.** In the event that Client should fail to pay the total purchase price within a thirty (30) day period, NWN shall be entitled to collect an interest charge on the lesser of either 1.5% of the

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Proposal Statement of Work

Justice Center Wireless LAN Active Survey



unpaid purchase price per month or the maximum amount allowed by applicable laws. NWN shall also be entitled, in addition to all other remedies available by law or in equity, to recover reasonable attorney fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect to this sales contract.

- Warranties offered by the manufacturer will be passed along to Client. Extended warranties are available at an additional cost. No warranty on engineering labor services is implied, extended or presented in this proposal. Any disputes on the quality or validity of the engineering services are to be presented to NWN prior to the close of the project.

REVISION HISTORY

REVISION NO.	DATE	DESCRIPTION OF CHANGE
0.1		Internal Draft
1.0	11/22/10	Release to client

STATEMENT OF CONFIDENTIALITY

The contents of this document have been developed by NWN Corporation (NWN). NWN considers the contents of this document to be proprietary and business confidential information. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from NWN. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of both the Client and NWN.

REFERENCE MATERIAL

The following items are included as references to this proposal/SOW:

- a) Justice LAN Wireless Active Site Survey (1-27-2011)v3

Proposal Statement of Work
Justice Center Wireless LAN Active Survey



PROJECT FINANCIALS

NWN is pleased to present the following pricing summary for this project.

Professional Services – Fixed Price	\$10,500.00
Equipment	\$0.00
Software	\$0.00
Maintenance	\$0,000.00
Total Project Investment	\$10,500.00

Billing Terms

- Professional Services Billing Milestones:

1 – Initiate Phase	\$0.00
2 – Plan & Design Phase	\$1500.00
3 – Execute Phase	
Services Milestones	
1 – Active Site Survey and Presentation of Results	\$7,500.00
4 – Close Phase	\$1,500.00

- Product will be invoiced as it is shipped and ownership passes from the Vendor/Manufacturer (net 30 days).
- Additional shipping is not included in this project.
- At Client's request NWN will receive hardware, software and items identified in the Bill of Materials at NWN's office at 10661 Rockley Road, Houston Texas, 77099. Upon receipt NWN will inventory the equipment and notify Client project contact of the inventory status. All Client hardware received into the NWN location is the property of Client.

APPROVALS

Client		NWN	
By (authorized signature)		By (authorized signature)	
Name (Print or Type)		Name (Print or Type)	
Title (Print or Type)		Title (Print or Type)	Date:
	Date:	RVP	2/14/11