

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO FORT BEND JUSTICE CENTER CONTROLLER
INSTALLATION AND CLEAN AIR DEPLOYMENT AGREEMENT**

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and NWN Corporation, a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Fort Bend Justice Center Controller Installation and Clean Air Deployment Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, pursuant to Texas Department of Information Resources agreements DIR-SDD-1366 and DIR-SDD-1544; and

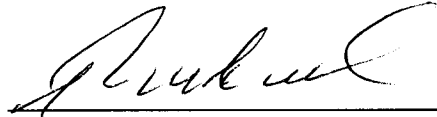
WHEREAS, the parties desire to amend the Agreement to include additional products and services.

NOW, THEREFORE, Fort Bend County and NWN Corporation do mutually agree as follows:

1. **Additional Products and Services.** NWN shall provide the additional products and services described in the attached Exhibit B for a total additional cost of thirty-six thousand six hundred and fifty-eight dollars and 75/100 (\$36,658.75).
2. **Limit of Appropriation.** Prior to the execution of this Amendment, NWN Corporation has been advised by Fort Bend County, and NWN Corporation clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, as amended, that Fort Bend County shall have available the total maximum sum of eighty-six thousand and forty-one dollars and 75/100 (\$86,041.75), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. NWN Corporation does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total maximum compensation that NWN Corporation may become entitled to hereunder and the total maximum sum that Fort Bend County shall become liable to pay to NWN Corporation hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of eighty-six thousand and forty-one dollars and 75/100 (\$86,041.75) for all products and services described therein.

NWN CORPORATION

By:



Authorized Agent – Signature

David G. Lessard

Authorized Agent – Printed Name

Title:

Director of Operations

Date:

6/2/11

FORT BEND COUNTY

By:



Robert E. Hebert, County Judge

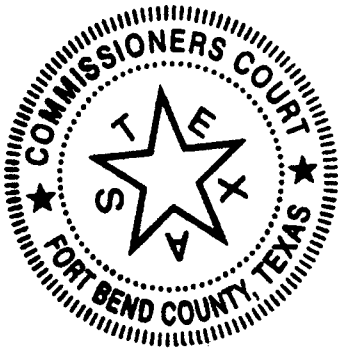
Date:

June 7, 2011

ATTEST:



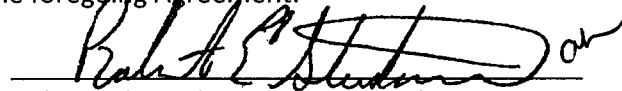
Dianne Wilson, County Clerk



PS: File No. 3838: 05.19.11

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 86,045.75 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO FORT BEND JUSTICE CENTER CONTROLLER
INSTALLATION AND CLEAN AIR DEPLOYMENT AGREEMENT**

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and NWN Corporation, a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Fort Bend Justice Center Controller Installation and Clean Air Deployment Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, pursuant to Texas Department of Information Resources agreements DIR-SDD-1366 and DIR-SDD-1544; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Payment shall be made by Fort Bend County within thirty (30) days of receipt of invoice.
2. **Reimbursables.** All travel reimbursements are subject to the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.
3. **Taxes.** Fort Bend County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.
5. **Attorney's Fees.** Fort Bend County does not agree to pay any and/or all attorney fees incurred by NWN Corporation in any way associated with the Agreement.
6. **Insurance.** Prior to commencement of the Services, NWN Corporation shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Fort Bend County. NWN Corporation shall maintain such insurance coverage from the time Services commence until Services are completed. NWN Corporation shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
 - a. NWN Corporation shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - v. Professional Liability insurance with limits not less than \$1,000,000.
 - b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of NWN Corporation shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
 - c. If required coverage is written on a claims-made basis, NWN Corporation warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
7. **Limit of Appropriation.** Prior to the execution of this Agreement, NWN Corporation has been advised by Fort Bend County, and NWN Corporation clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Fort Bend County shall have available the total maximum sum of forty-nine thousand three hundred and eighty-three dollars and 00/100 (\$49,383.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. NWN Corporation does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that NWN Corporation may become entitled to hereunder and the total maximum sum that Fort Bend County shall become liable to pay to NWN Corporation hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of forty-nine thousand three hundred and eighty-three dollars and 00/100 (\$49,383.00) for all products and services described herein.
8. **Additional PO.** Fort Bend County does not agree to provide an additional purchase order for 10% of the total professional services to be used as funding for project change requests as described in the Customer Requirements & Assumptions section of the Agreement.
9. **Confidential Information.** NWN Corporation expressly acknowledges that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE

ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by NWN Corporation shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

NWN CORPORATION


By: 
Authorized Agent – Signature

Sheppard Thomas
Authorized Agent – Printed Name

Title: Regional Vice President

Date: 4/4/11

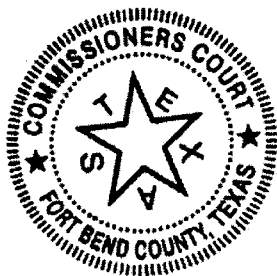
FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: April 12, 2011

ATTEST:


Dianne Wilson, County Clerk

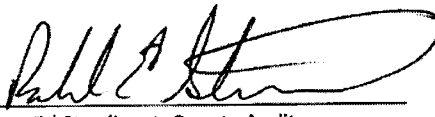


PS: File No. 3838: 03.23.11

AUDITOR'S CERTIFICATE

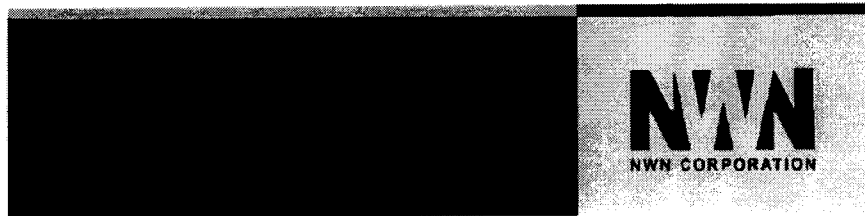
I hereby certify that funds in the amount of \$ 49,383.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

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Robert Ed Sturdivant, County Auditor

EXHIBIT A



Proposal Statement of Work

Fort Bend – Justice Center Controller Installation and Clean Air
Deployment: # 3/ r2.0

- A proposal to
Fort Bend County
- March 29, 2011
- Prepared by: Michael Louis,
Senior Solutions Architect
- 10661 Rockley Road Address
Houston TX 77099
- 281-635-9305

Proposal Statement of Work
Fort Bend – Justice Center Clean Air Deployment



CONTACT INFORMATION

CLIENT NAME	OFFICE	MOBILE	EMAIL
Kenneth Ford	(281) 341-4588	(832) 647-1278	kenneth.ford@co.fort-bend.tx.us
NWN CORP			
Mike Wilson	(281) 506-1109		mwilson@nwnit.com
Mike Louis	(281) 506-1102		mlouis@nwnit.com
Heather Kontande	(281) 506-1119		hkontande@nwnit.com
Coy Stephens	(281) 506-1127		cstephens@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 include installation of a Cisco Clean Air Solution in the Fort Bend County Justice Center. Clean Air technology provides the following benefits:

- Detecting Radio Frequency Interference
- Identifying the source and locating it on a floor plan
- Providing automatic adjustments to optimize wireless coverage around the interference
- Self-healing and self-optimizing wireless networks
- Faster troubleshooting for less downtime
- Effective policy enforcement
- Layer 1 security

Client Success Criteria

- Wireless Coverage for 802.11a/b/g/n clients in the specific coverage zones specified by the Site Survey
- Wireless 802.11n coverage will be provided by Clean Air 3500i access points
- Installation of up to 30 Cisco 3500i Clean Air Access Points
- Configuration and Installation of one 5508-50 Series Controller w/ Clean Air Code
- Enabled Clean Air Features in Cisco Wireless LAN Controller for Clean Air Access Points
- Cabling to access points will be provided by the customer
- Configuration of VLANs for Employee SSID only – 1 SSID using PSK
- Controller Code and WCS Code must both support Clean Air
- Controllers will Dual Home in Cisco 4507R w/ Sup 7 Supervisors

NWN
NWN CORPORATION



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Proposal Statement of Work

Fort Bend – Justice Center Clean Air Deployment



Fort Bend County has asked that NWN install a turn-key solution to support up to 30 Access Points in the Justice Center location. In order to provide this type of Solution NWN will be performing the following:

Routing/Switching/Wireless:

Justice Center

- Install and Configure (1) Cisco 5508-50 Wireless LAN Controller
- Upgrade Controller and WCS Code to version 7.0+ to support Clean Air
- Configure Wireless DHCP services to be received from local DHCP server
- Validate CAPWAP and Employee VLAN configurations
- Configure Access Control lists on CAPWAP VLAN supports CAPWAP only
- Mount 30 Cisco 3500i Access Points based on results of Active Survey
- Configure 802.11n for both 802.11a and 802.11g channels
- Disable all speeds <11Mbps on 802.11b/g
- Configure Clean Air functionality on Wireless LAN controller and Wireless Control System
- Configure existing switches with CAPWAP and Employee VLANs to support wireless design
- Configure 1 SSID for Employees ONLY – PSK Based Only

Cabling:

- Customer will provide cabling to new Access Point locations

Validation:

- NWN engineers will use AirMagnet Software to validate wireless coverage with the customer
- Update heat maps and place access points on the maps inside of the WCS software
- Validate Clean Air functionality with the customer using features of WCS and WLC

Proposal Statement of Work
Fort Bend – Justice Center Clean Air Deployment



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.

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

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Proposal Statement of Work Fort Bend – Justice Center Clean Air Deployment



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 Equipment Staging and Installation at Justice Center with the Customer

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.

Deliverables:

- *Design meeting and project plans for implementation of Unified Wireless Clean Air Solution – Consists of reviewing existing controller configuration and validation of planned activity to install one 5508 controllers and Cisco 3502i Access Points with Clean Air Features*
- *NWN will create configurations for the wireless network and share these configurations with the customer prior to configuring them on the equipment*
- *Any changes to the configuration or design plans will be discussed and rectified at this meeting in preparation for execution of required installation 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

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Proposal Statement of Work

Fort Bend – Justice Center Clean Air Deployment



- 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 to 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.

Deliverables:

- Delivery of the detailed Bill of Materials (BOM) equipment &/or software components as identified in the Reference Materials section of this document.
- Services milestones to include:
 - **Configuration and Staging Equipment at NWN Facility** – (Access Point/Controller Staging and Pre-Configuration and LAN Readiness Assessment (Validating whether VLANs/IPs/DHCP for Wireless have been setup to support the solution)
 - **Onsite Pre-Cut Installation** (Access Point/Controller Mounting, Switch/Router/Controller Configuration Updates, Equipment Initial Power On Testing and validation)
 - **Go Live and Next Day Support** (Active Wireless Access Points on the controller and validate coverage with the customer). Provide 4 Hours of Next Day support (Onsite) for any issues after cutover.

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
 - Quick Reference Guides, Admin & configurations guides from manufacturer
 - All manufacturer's manuals and documents received with products
- Project documentation, to include

Proposal Statement of Work

Fort Bend – Justice Center Clean Air Deployment



- 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.

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) Work with NWN to determine VLAN requirements for the site
 - c) Provide IP address schema and design specs
 - d) Participate in all design and planning sessions and be prepared to sign off on all milestones.
 - e) Third party delays are recognized and accounted for
 - f) Customer provided information is correct and current
 - g) 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) Client will provide an additional PO for 10% of total of professional services to be used as funding for Project Change Requests. This PO will be setup and invoiced as a NWN Service Block
- 6) Provide access to all work locations along with safety, access, security & emergency protocols.
- 7) Obtain all necessary work permits.
- 8) As needed, provide a work area for NWN to use during on-site activities.
- 9) Provide parking passes and adequate parking for the NWN project team.
- 10) 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.
- 11) When applicable provide the best possible information related to building construction, available mechanical rooms, location of equipment, etc.
- 12) 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. Rescheduling 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.

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Proposal Statement of Work

Fort Bend – Justice Center Clean Air Deployment



- 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 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
2.0	03/29/11	Update removal of Wireless Survey and reduced AP's

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) Fort Bend County – Justice Center Wireless Controller and CleanAir Deployment

Proposal Statement of Work
Fort Bend – Justice Center Clean Air Deployment



PROJECT FINANCIALS

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

Professional Services – Fixed Price	\$8,300.00
Equipment	\$37,147.00
Software	\$0.00
Maintenance	\$3,936.00
Total Project Investment	\$49,383.00

Billing Terms

• **Professional Services Billing Milestones:**

1 – Initiate Phase	\$200.00
2 – Plan & Design Phase	\$700.00
3 – Execute Phase	
Services Milestones	
I – Staging	\$2,100.00
II – Onsite Equipment Installation	\$4,000.00
III – Go Live and Next Day Support	\$800.00
4 – Close Phase	\$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 10861 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)	Date:	Title (Print or Type)	Date

281-566-1100 Phone
281-883-5599 Fax



DIR-5DD-1366 (Hardware)
DIR-5DD-1544 (Services)

Quote Title: Configuration and Installation of Wireless LAN Controller and WLC Access Points Services

Client: Fort Bend County

Client Address 1: 800 Liberty Street

Client Address 2:

Client City, State, Zip: Richmond, Texas 77460

Attn: Kenneth Ford

Phone: (281) 341-4098

Email: kenneth.ford@fortbend.co.us

Issue Date: 3/26/2011

Opportunity #: COPS037

Account Exec: Mike Wilson

(713) 466-0761

mike@fortbend.com

Version: 2.0

Wireless Access Points

AIR-CAP3502-A-K3802.11a/g/n Crt-based AP w/CleanAir; Int Ant; A Reg Domain30 \$1,295.00\$712.25 \$21,367.50

SG1R6GWS-12423JA Cisco 3500 Series IOS Wireless LAN Controller-based Recovery30 \$-\$0.00 \$-

AIR-AP-BRACKET-11040V1140V1260V3500 Low Profile Mounting Bracket (Default)30 \$-\$0.00 \$-

AIR-AP-T-RAL-FCeiling Grid Clip for Airont APs - Flush Mount30 \$-\$0.00 \$-

\$57.20 \$1,716.00

Wireless LAN Controller

AIR-CT5506-S0-K95506 Series Controller for up to 50 APs1 \$22,495.00\$12,372.25 \$12,372.25

AIR-PWR-5506-ACCisco 5500 Series Wireless Controller Redundant Power Supply1 \$1,495.00\$822.25 \$822.25

SWC5500K9-70Cisco Unified Wireless Controller SW Release 7.01 \$-\$0.00 \$-

AIR-PWR-CORD-NAAIR Line Cord North America2 \$-\$0.00 \$-

\$0.00 \$-

Wireless LAN Controller SFPs

GLC-T=4 Per Controller - Connect to copper ports on Core100GBASE-T SFP4 \$395.00\$217.25 \$869.00

\$0.00 \$-

***Customer will provide patch cables for copper and fiber

Summary of Subtotals

Manufacturer Support

Wireless LAN Controller

CON-SMT-CT0650SMARTNET BX5XNBD 5506 Series Contrll11800\$1,440.00 \$1,440.00

Wireless Access Points

CON-SMT-CAP352AClean AirSMARTNET BX5XNBD 802.11a/g/n Crt-based AP w/CleanAir; I30104\$83.20 \$2,496.00

Summary of Professional Fees

NWN Professional Services, as defined in the related Statement of Work Proposal\$5,300.00

NWN Service Block

BX5 Professional Services prepaid block of time for change orders, additional project support\$-

Subtotal, Optional Items:

\$0.00 \$

\$0.00 \$

\$-

Estimated Lease Option:

Managed Services/care Option:

Summary of nCare Service Plan Proposal: Note a signed nCare contract is required to enroll with new services

\$0.00

Hardware and Software Subtotal: \$37,147.00

Manufacturer's Maintenance Subtotal: \$2,936.00

nCare Managed Services Subtotal: \$0.00

Professional Services Subtotal: \$6,300.00

Optional Products & Services Subtotal: \$-

Total Project Investment\$46,383.00

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sico & Walsh Insurance Agency 106 Concord Ave. P.O. Box 136 Belmont MA 02478	CONTACT NAME: Tom Walsh PHONE (A/C. No. Exp.): (617) 484-4114 E-MAIL: twalsh@sicoandwalsh.com PRODUCER ID: 00004627	FAX (A/C. No.): (617) 484-5155
INSURED NWN Corporation Attn: Charlie Freeman 271 Waverly Oaks Rd. Waltham MA 02452	INSURER(S) AFFORDING COVERAGE INSURER A: OneBeacon Ins. Companies INSURER S: Hartford Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 081001 00914

COVERAGES CERTIFICATE NUMBER: MASTER 2011-2012 & E & O REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		711010332	1/1/2011	1/1/2012	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADY INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP/AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		711010332	1/1/2011	1/1/2012	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS		753020408 (Texas Auto)	1/1/2011	1/1/2012	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
A	<input checked="" type="checkbox"/> RETENTION \$ 10,000		711010332	1/1/2011	1/1/2012	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y/N				EL EACH ACCIDENT \$ 1,000,000
		N	08WBL09272	1/1/2011	1/1/2012	EL DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below					EL DISEASE - POLICY LIMIT \$ 1,000,000
A	ERRORS & OMISSIONS		711010332	1/1/2011	1/1/2012	\$5,000,000 Ea Occurrence \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER FORT BEND COUNTY 301 JACKSON STREET RICHMOND, TX 77649	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas Walsh/MARYD <i>Thomas D. Walsh</i>
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EXHIBIT B

CHANGE REQUEST FORM

Fort Bend County Project OP#59437



Client: Fort Bend County Justice Center
NWN Project Manager: Coy Stephens
Client Sponsor: Charles King

CHANGE REQUEST DETAIL

Project #:59437	Change #:002
Requestor: Charles King	
Description of Change: Adding remaining AP's for Justice Center	
<u>Justice Center</u>	
<ul style="list-style-type: none">• Stage and Configure 30 additional Access Points<ul style="list-style-type: none">◦ Upgrade Access points◦ Label Access Points with Mac Addresses◦ WCS configuration adding AP's• Mount additional 30 Cisco 3500i Access Points based on results of Active Survey• Install AP upgrade licenses on Wireless LAN•	
Date of request: 5/05/2011	Date needed: 5/16/2011

CHANGE ASSESSMENT

Impacts on schedule, risk, assumptions, resources:	Schedule – will be added to the current installation schedule Risk Resources –
Impacts on design, technology, and deliverables:	Design Technology Deliverables
Impacts on project budget:	Additional product cost and installation – Total: \$36,658.75

CHANGE APPROVALS

SIGNATURES		
<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	Project Manager	
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	Project Sponsor	

PROPOSAL QUOTE SHEET

10661 Rockley Road

281-983-9955 Phone

281-983-5599 Fax

Houston, TX 77099 DIR-SDD-1366 & DIR-SDD-1544



Additional Aps - 50 Licenses						
Client: Fort Bend County			Issue Date: 5/9/2011			
Client Address 1: 301 Jackson St.			Opportunity #: OP64829			
Client Address 2: 0			Account Exec: Mike Wilson			
Client City, State, Zip: Richmond, Texas 77469			mwilson@nwnit.com			
Attn: Charles King			281-506-1109			
Phone: 0			Version: 1.0			
email: 0						
Product Number	Description	Qty	List Price	Unit Price	Extended Price	
Section 1 - Hardware and Software						
DIR-SDD-1366				\$0.00	\$ -	
AIR-CAP3502I-A-K9	802.11a/g/n Ctrfr-based AP w/CleanAir; Int Ant; A R	30	1,295.00	\$712.25	\$ 21,367.50	
S3G1RK9W8-12423JA	Cisco 3500 Series IOS Wireless LAN Controller-ba	30	0	\$0.00	\$ -	
AIR-AP-BRACKET-1	1040/1140/1260/3500 Low Profile Mounting Bracke	30	0	\$0.00	\$ -	
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount	30	0	\$0.00	\$ -	
LIC-CT5508-UPG	Primary SKU for all upgrade options on the Cisco 5	1	0	\$0.00	\$ -	
LIC-CT5508-25A	25 AP Adder License for the 5508 Controller	1	12,495.00	\$6,872.25	\$ 6,872.25	
				\$0.00	\$ -	
				\$0.00	\$ -	
Subtotal, Hardware & Software					\$ 28,239.75	
Section 2 - Manufacturer Maintenance						
DIR-SDD-1366				\$0.00	\$ -	
CON-SNT-CAP352IA	SMARTNET 8X5XNBD 802.11a/g/n Ctrfr-based AP	30	104	\$83.20	\$ 2,496.00	
CON-SNT-LCT25A	SMARTNET 8X5XNBD 25 AP Adder License for the	1	1,000.00	\$800.00	\$ 800.00	
				\$0.00	\$ -	
				\$0.00	\$ -	
Subtotal, Maintenance					\$ 3,296.00	
Section 3 - Professional Services - DIR-SDD-1544						
NWN Professional Services, as defined in the related Statement of Work Proposal					\$5,123.00	
NWN Block Professional Services prepaid block of time					\$ -	
Section 4 - Optional Products & Services						
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
				\$0.00	\$ -	
Subtotal, Optional Items:					\$ -	
Managed Services/nCare Option:						
Note: a signed nCare contract is required to establish new services					\$0.00	
Subtotals						
Hardware and Software Subtotal:				\$	28,239.75	
Manufacturer's Maintenance Subtotal:				\$	3,296.00	
nCare Managed Services Subtotal:				\$	0.00	
Professional Services Subtotal:				\$	5,123.00	
Optional Products & Services Subtotal:				\$	-	
Total Project Investment					\$36,658.75	
Estimated Taxes					\$0.00	
Estimated Shipping					\$0.00	

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
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Terms & Conditions

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