

OnSat Response

Of

Of June 8, 2007,

To

**The Special Review of
Payments Made to OnSat**

Audit Report No. 07-04

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OnSat Response of June 8, 2007 to "A Special Review of Navajo Nation Payments Made to OnSat, Audit Report No. 07-04"

Organization

OnSat is responding only to the bullet points in FINDING I of the Special Review, and to a limited extent to FINDING IV. The responses to each of the bullet points are presented below. The documentation supporting these responses is presented in Exhibits "A" through "N" which follow, with specific references to each Exhibit cited in the text.

FINDING I

Overbilling

Bullet One, Page 7: Connectivity for Head Start Classrooms

The Special Review contends that OnSat billed Head Start for connectivity at 204 locations while it provided connectivity to only 135 locations. The documentation presented in support of this contention is one page from Contract 30019 (Special Review Exhibit A) and an accompanying list of "sites" and "classrooms." The argument is that the one page from the contract specifies that OnSat will charge \$360 per year per *site* while the exhibit shows there were 135 *sites* which contained 204 *classrooms*. The Special Review claims that OnSat overbilled Head Start by \$188,370 over a 21 month period between November 1, 2004, and July 1, 2006; which is \$8,970 per month, or \$107,640 per year.

In an earlier response OnSat claimed that it had always used *classrooms*, at the request of the Head Start program, to spread the cost of connectivity services among users, and that *classrooms* were the measuring unit for the program. However, the Auditor refused to consider the OnSat position, claiming that the language referring to *sites* was unambiguous, and that invoicing for total interconnectivity services for field programs by *classrooms* rather than *sites* was an example of overbilling.

As a first comment, OnSat would note that the Special Review does not include the complete Contract 30019 (actually an Addendum to the OnSat Master Contract), which is contained in OnSat Exhibit "D." This contract is predicated on, and governed by, the OnSat Master Agreement executed in 2001 (OnSat Exhibit "A") and the Addendum to that Master Agreement executed at the same time (OnSat Exhibit "B"). The tables contained in Exhibit A of the Special Review do not match those in the OnSat contract files, although OnSat does not dispute that the Auditor's numbers are a fair approximation of the final numbers of sites and classrooms operated by Head Start.

The Head Start Contract for Head Start Phase Two contained two lists: a list of Phase One Head Start Centers, Homebases and Offices, which contained 203 locations;

and a Phase II list of Offices, Centers and Homebases, which listed 271 locations for internet service (OnSat Exhibit "D").

In fact, in 2002 when this "contract" was executed, Head Start did not know where all of its facilities were to be located. However, the general outline of what Head Start intended to do was presented in a memorandum from J. Kaibah Begay to Frank Nez, Jr., dated May 9, 2002, and included herein as OnSat Exhibit "C." In that memorandum, Ms. Begay described the Phase One development of the Central Administrative and five Agency Offices. The Second Phase of the program (issued as Contract 30019), as described in her memorandum, was to install "antennas and equipment" at 234 Head Start "centers, programs, and offices throughout the Navajo Nation."

It was always anticipated that the cost for the Central Administrative and Agency facilities (Phase One) would be segregated from the field facilities (Phase Two), and that the later would number between 203 (list of classrooms with Contract 30019) and 234 (number listed in J. Kaibah Begay memorandum) "units" when the system was completed.

The fact that *classrooms* were used as the "unit" for measuring the cost of the program is shown the 2003 Addendum 3 to this contract (OnSat Exhibit "E"). First, Addendum 3 is essential for understanding the use of \$130 per month, or \$1,560 per year, as the rate to be used for these billing "units," rather than the \$360 per year (or \$30 per month) cited by Auditor in the Special Review for the proposition that it is *sites*, rather than *classrooms* that served as the measuring unit for connectivity. ✓

In the 2003 Addendum 3 (OnSat Exhibit "E"), the fee per "site" was changed to a connectivity fee of \$1,200 per year, a Network Infrastructure management fee of \$180 per year, and a support and training fee of \$180 per year, or a total of \$1,560 per year. The contract was based on supplying these services to 204 sites, which OnSat contends were clearly *classrooms* since Central Administration and Agency connectivity was covered by a separate contract (OnSat Exhibit "H"). The total figure for annual service to these sites is projected as \$318,240, which is precisely the amount which OnSat billed on annual basis for connectivity to classrooms.

It should be noted that by the time Addendum 7 (OnSat Exhibit "F") for Head Start Connectivity to *Classrooms* for the period of November 1, 2005, through October 30, 2006, was executed on February of 2006, the number of sites/classrooms was no longer used, and the contract was predicated on provision of connectivity services (at \$1,560 per unit) for a total cost of \$318,240, which could only be reached by providing this service to 204 *classrooms*.

Another interesting document is a Summary of Contract Modifications One through Seven (which extended the Head Start Contract through November 1, 2008) which was provided to the Office of Grants and Contracts. This summarizes a Phase One (Agency connectivity). Phase Two (extending service to "every Classroom") and a Phase

Three for ongoing connectivity for *classrooms*. This was priced at "\$318,000" per year, an approximation of the actual cost of \$318,240, for connectivity to 204 *classrooms*. These documents all show that, with the exception of the ambiguous use of the term "sites," the Head Start Contract 30019 (OnSat Exhibit "D," Special Review Exhibit "A"), *every other contract document spreads to costs of connectivity for field locations over 204 classrooms, and no documents project costs for only 135 "sites," as this term is used in the document cited by the Auditor in the Special Review as its Exhibit A.*

It should also be mentioned that Addendum to the Master Agreement (OnSat Exhibit "B") specified in Section 4.d, added through negotiations by the Navajo Nation, states that "OnSat shall invoice the customer for each year of service, in advance, in the amount specified in the applicable SOW." While OnSat, on a regular basis, computed its invoices on a quarterly basis per the terms of Addendums to the contract, these were, in most instances, based on the total specified in the applicable Scope of Work ("SOW").

Under the terms of the Master Agreement (OnSat Exhibit "A"), Section 2.d, which remained unchanged by the negotiated Addendum to the Master Contract (OnSat Exhibit "B"), the Navajo Nation has **ten (10) days** after the delivery of service in which to notify OnSat whether the services fail to comply with the relevant SOW. It further states that if OnSat is not notified of any problems within this time period, the service shall be deemed accepted by the Customer. In all fairness, with billing in arrears this clause should be deemed tolled until the invoice is actually submitted. However this time period is computed, the time during which the Navajo Nation can dispute an invoice (particularly one that has been paid!) has long passed under the terms of the Master Agreement.

Bullet Point Two, Page 8: Service Charges for Installation of Equipment

The Special Review claim that OnSat overbilled the Head Start program by \$147,000 by invoicing for installation of wireless equipment at 233 Head Start sites is based on reading a part of the contract (Contract 30019, OnSat Exhibit "D") as a separate document rather than an Addendum to the Master Contract (for Phase Two of the Head Start internet connectivity program). According to the Auditor, equipment and antennas were only needed at the 135 *sites*, and not for the 204 *classrooms*.

This directly contradicts the J. Kaibah Begay memorandum of May 9, 2002, which specifically states that "The Second Phase is to install antennas and equipment for 234 Head Start centers, programs and offices throughout the Navajo Nation (OnSat Exhibit "C"). Since the Head Start Administrative and Agency offices are the subject of another contract addendum (OnSat Exhibit "H"), the 233 Head Start sites for which OnSat billed the Head Start Program are actually fewer than the 234 sites which were projected for the program.

However, "antennas and equipment" are necessary for internet connectivity and it is clear from Addendum No. 3 (OnSat Exhibit "E") that equipment and infrastructure are necessary for any such connection. Therefore, every computer location required

installation of antennas and equipment for internet connectivity, and for Phase Two this was to be spread over 204 *classrooms* (see above) where installation services were provided, or for 234 sites (see J. Kaibah Begay memorandum) estimated by the Head Start.

The citations from the OnSat Master Agreement and Addendum thereto (cited above) apply to this matter as well. The invoicing was predicated upon spreading the cost of the service (installation) among the number of units requiring antennas and equipment, as estimated by the program, or 234. In fact, OnSat can only document the installation of internet connectivity equipment at the 204 *classroom* locations as a part of Head Start Phase Two.

Although it is not required to do so under the OnSat Master Agreement or Addendum thereto, OnSat will concede that it cannot document the installation of equipment for 29 of the 233 installation services for which it billed Head Start, and will give the Head Start program a credit of \$43,500 for 29 units (at \$1,500 per installation) since it can only document that 204 *classrooms* were actually scheduled for such installation.

Bullet Point Three, Page 8: Double Billing for Connectivity

The Special Review contends that OnSat double billed the Head Start program for internet connectivity for the period of November 1, 2004, through October 31, 2005. This contention is based on payments of \$318,240 and \$123,600 which were made to OnSat for internet connectivity during this time period.

The first charge for \$318,240 was for internet connectivity to the *classrooms*, the cost of which was spread over the 204 *classrooms* as discussed above. This was part of Phase Two of the Head Start program, as authorized under Contract 30019 (OnSat Exhibit "D") and described in both the J. Kaibah Begay memorandum of 2002 (OnSat Exhibit "C"), Addendums 3 (OnSat Exhibit "E") and 7 (OnSat Exhibit "F"), and the summary description of the Head Start program provided to the program when the Head Start contract for connectivity was extended through November 1, 2008 (OnSat Exhibit "G"). In fact, this was the amount that Head Start was charged for *classroom* internet connectivity for every year of the contract period.

However, Phase One of the Head Start program provided for the installation of equipment and antennas in Administrative and Agency facilities. Phase One was contracted for under contract C22243 (OnSat Exhibit "H") dated April 16, 2002, and is described in the J. Kaibah Begay project summary (OnSat Exhibit "C") and the Head Start program summary provided with Addendum Seven (OnSat Exhibit "G").

The Phase One contract addendum clearly calls for internet connectivity charges for these six sites at a rate of \$9,000 per month (\$1,500 per year per site, or approximately the same charge as for the *classrooms*). This is a charge of \$108,000 per

year which is separate and distinct from the charge of \$318,240 for *classroom* internet connectivity.

There was a rational basis for making the distinction between Phase One (Administration and Agency) and Phase Two (field location) internet connectivity in addition to the graduated program development anticipated by J. Kaibah Begay. *Only* the field (*classroom*) program was eligible for E-Rate reimbursement and the cost for the field (*classroom*) program had to be segregated from the connectivity for the Administrative and Agency program, which although it was a direct charge to the Head Start 638 contract, was not an expense for which E-Rate reimbursement was available.

Although it is not required to do so under the OnSat Master Agreement or Addendum thereto, OnSat will concede that under the addendum for Phase One of the Head Start program (OnSat Exhibit "H"), OnSat should have billed Head Start \$108,000 per year for the six Administrative and Agency locations, and that it cannot justify the charge of \$123,600 for service to these six locations. OnSat will give Head Start a \$15,600 credit for this error in billing.

However, the point is that while there might have been an error in one of the invoices, **there was no double billing for the same services.** At all times the contractual arrangements between OnSat and Head Start contemplated, and indeed required, that the charges for internet connectivity for the Administrative and Agency locations (Phase One) be segregated from the internet connectivity charges for the *classrooms* (Phase Two).

Bullet Point Four, Page 8: Alleged Failure to Provide Internet Connectivity to Four Chapters

The Special Review alleges that OnSat failed to provide satellite services to four chapters, although it billed the Division of Community Development for services for all 110 chapters. The chapters in question are Kayenta, which allegedly switched to DSL in 2004, Dilkon which allegedly switched to DSL in 2005, and Shiprock, which allegedly switched to DSL in 2006; and the White Rock Chapter which allegedly switched to a T-1 connection in 2006.

The first point which should be made is that Section 2.b of the Master Agreement states that the services to be provided by OnSat are the services called for in the Scope of Work. It further states that if the assumptions in the Scope of Work are incorrect (i.e. 110 chapters are not using the satellite internet connectivity services) the parties may modify the Scope of Work. under Section 2.c of the Master Agreement these changes may modify the value of the contract (up or down) but *must be mutually agreed upon and must be in writing.*

The second point is that OnSat provides connectivity only for *chapter libraries* and *not* for administrative computers. The Kayenta and Dilkon Chapters did inform OnSat that they were obtaining alternative service for administrative computers and that

they wanted the *library* connections moved to the Boys and Girls clubs. When the Boys and Girls Clubs were closed, the *library* connections were moved to the Public Safety buildings. OnSat has continued to provide service to these *library* locations.

Not only was there no request for negotiation of a reduced total cost for internet satellite services to 106 chapters by the Division of Community Development, and certainly there was no mutually agreed upon modification to the Scope of Work reduced to writing, *OnSat had never been informed of the use of alternate services for the libraries until the REVISED version of the Special Review*. This section of the Special Review was apparently added as a result of the Division of Community Development response to an earlier version of the Special Review (to which OnSat had also provided a response which was pointedly *not* included with the other responses).

OnSat monitors the beginning and end of a transmission on both the ground site and at the satellite. OnSat maintains these records for each chapter. It monitors usage on a minute by minute basis for a 30 day period, after which the data is collapsed into hourly units for archive purposes. Examples of these chapter usage reports are included for Shiprock Chapter (OnSat Exhibit "I-1") and for White Rock Chapter (OnSat "Exhibit "I-2"). Only partial samples for January of 2007 have been included in these Exhibits as the entire printout for 2007 utilization through early May of 2007 is in excess of 800 pages long. The yearly records for a chapter are between one and two thousand pages in length and the cumulative records for a single chapter are in excess of 10,000 pages, with the cumulative chapter records, if they were all printed out, running in excess of one million pages.

The records which are included as Exhibits to this response demonstrate that in January of 2007 the Shiprock Chapter was making extensive use of the satellite for internet connectivity and White Rock was making at least some use of the satellite for internet connectivity, probably a result of it being a considerably smaller chapter.

In spite of the alleged shift to other forms of internet service, the satellite internet services provided by OnSat continued to be used at the *libraries* in both the Shiprock and White Rock chapters.

OnSat contends that it was the Dilkon and Kayenta chapters which disabled their own systems by transferring computers to new locations, thus disabling the satellite connectivity system, without informing OnSat. At least OnSat has no documentation in its possession indicating that it was informed of these changes by the Division of Community Development.

Bullet Point Five. Page 8: Out-of-service Credit

The Special Review alleges that chapters and Head Start offices and classrooms were not provided with internet connectivity for weeks, and even months, although OnSat was supposed to provide for out-of-service credit for down time. Responding to this

allegation is difficult because no specific chapters are mentioned in this particular claim of overbilling by the Auditor.

As documented above, OnSat maintains usage records on a minute by minute basis for 30 days, which are then collapsed into hourly usage rates for archive purposes. The archive record for any single chapter is between one and two thousand pages long for each year. As shown in the previous response, OnSat can document the actual internet satellite usage for any given chapter at any given time.

Furthermore, if a chapter disconnects or alters the settings on its equipment and antennas in any way (the satellite internet connectivity equipment), like the chapters discussed above, it will not be able to obtain satellite internet service. Furthermore, it will not be able to receive service if its own power system, or its own computers and servers fail. While OnSat has attempted to assist chapters where these things have occurred (on a time and materials basis), it was not obligated to do so under either the Master Agreement or any of the specific funding addendums to that Master Agreement.

In the absence of any specific instances of chapter down time (for which OnSat could provide documentation as to both connectivity and use), this allegation can only be answered with a general response. The out-of-service credit provision is found in Section 4, CHARGES AND PAYMENTS, of the Master Agreement (OnSat Exhibit "A"), specifically in Section 4.c.

An out-of-service credit, with certain dollar limitations, will be provided at the daily service rate where the satellite system internet connectivity is the cause of the failure "*...provided that Transmission Interruption lasts more than six(6) consecutive hours after OnSat receives notice of the interruption from the Customer.*" While OnSat can remotely monitor systems usage, it has no idea of whether the system is out-of-service, or just not being used, without notification from the chapter.

Under Section 2.d of the Master Agreement, the Division of Community Development had a limited period in which to object to an invoice for services, after which the services would be deemed accepted (OnSat Exhibit "A").

Not only has the Division of Community Development never objected to items on an invoice for chapter services, it has never at any time asked for, or claimed, an out-of-service credit during the seven years which On Sat has been providing services to the chapters.

However, acting in good faith and with the recognition that it is under no obligation to do so, OnSat will retroactively grant out-of-service credit in every instance where the Division of Community Development can document, in writing, that OnSat was notified of a failure of *Transmission services*, but not internal systems failures within the chapter, and that OnSat did not correct the *Transmission Interruption* within six hours of being so notified by the Division or Community Development or the chapter.

Payments for Goods/Services Not Rendered

Bullet Point Six, Page 9: The Special Diabetes Web Site

The allegation in this bullet point is that OnSat was paid \$10,600 to develop a web site and did not provide that web site for the program. In an earlier response OnSat gave the location of the website:

<http://www.nnspecialdiabetesproject.org/default.asp?DomName=nnspecialdiabetesproject.org>

OnSat Exhibit "J-1" demonstrates some of the web pages provided by OnSat in 2005. The Special Diabetes response admits that the website is in operation, but claims that "the website looks like it has been set up recently." However, Real Time Associates, which created the site for OnSat, reports that it established the domain for the site on October 7, 2004, and opened the actual site on September 9, 2005 (OnSat Exhibit "J-2"). The Special Diabetes project is correct that the materials are two years old ("dated back to 2005") because that was when the website was established. The Purchase Order for the website called for the creation of the website and not for its maintenance.

DVD/CDs were provided to the Special Diabetes Project at the time of the creation of the website. The videos for the project can be obtained by the Special Diabetes Project at any time since September by simply downloading them to a DVD/CD. Several examples of these videos, downloaded on June 8, 2007, are being provided to the Auditor with this response to the Special Review.

OnSat has no responsibility for *maintaining* the website under its original Purchase Order. However, if the Media Production Department of the Special Diabetes Project is unable to do so, OnSat can maintain the website for them on a time and materials basis.

OnSat provided a number of services to the Special Diabetes Project, of which the creation of the website was a single part. In fact, OnSat invoiced only \$3,523.63 for creating the web page, e-mail links, and web hosting (OnSat Exhibit "J-3") while providing over \$4,000 in "in-kind" (free) service.

When OnSat can demonstrate that website is available to the world, and that it fulfilled its contractual obligations and created the domain for the website in 2004, and later created the website in 2005 *after* the material to be used for the website was provided to it, it is difficult to see how either the Auditor or the Special Diabetes project can claim that OnSat was paid \$10,600 for services not rendered.

Bullet Point Seven, Page 9: Failure to Deliver the HP Spectrum Analyzer

The essence of this complaint for payment for goods and service not rendered is that OnSat billed the Division of Community Development for an HP Spectrum Analyzer to align satellite dishes and then did not deliver the equipment.

In fact, OnSat did deliver this Spectrum Analyzer to the Division of Community Development in 2001, and it did invoice the Division \$12,989 for this item, which was paid for it in December of 2001.

Unfortunately, no one within the Division of Community Development knew how to operate this equipment in 2001 and maintenance of the system required a continued realignment effort. As a result of the failure of the Division of Community Development to use this equipment in the manner intended, and at the request of the Division of Community Development, OnSat took the HP Spectrum Analyzer back in 2002, and has used it on a regular basis for the past five years for the purpose for which it was intended.

OnSat did indeed charge for the services which it has provided on a time-and-materials basis when it has used the HP Spectrum Analyzer to realign satellite dishes for the chapters.

OnSat will *immediately* turn the HP Spectrum Analyzer over to the Division of Community Development, as it is only holding and maintaining the equipment at the request of the Division of Community Development. Should the Division of Community Development require assistance in the future for either maintaining or using the equipment, OnSat stands ready to provide such services on a time-and-materials basis as it has done in the past.

Unnecessary Purchases

Bullet Point Eight, Page 9; Head Start Purchase of Proprietary Software

This allegation is a classic examples of the old adage "no good deed goes unpunished." The allegation is that OnSat overcharged the Head Start Program by \$48,500 by obtaining 383 proprietary software licenses for the Head Start program whereas the Auditor could only find property records for 286 computers. Since there were only property records for 286 computers, the Special Review claims that Head Start purchased 97 software licenses at \$500 per license that it did not need.

Even if this were correct, it was *not* OnSat that determined the need for these licenses. OnSat was contracted to provide 383 licenses, and if it had failed to do so it would have been in breach of contract. Having provided the number of licenses requested by the Head Start program, OnSat is now accused of overbilling for unnecessary purchases.

In its earlier response, OnSat claimed, correctly, that the Head Start program had far more than 286 computers. The Auditor rejected this claim, *and placed the burden of demonstrating how many computers were involved in the Head Start Program on OnSat.* This is somewhat like asking another person "how much money do I have in my pocket."

Fortunately, over time, OnSat has accumulated information on the make, model and serial numbers for a significant part of the Head Start Program. This information is summarized in OnSat Exhibit "K-1," which is also presented below. It is supported by lists of computer information from the Head Start Chinle (OnSat Exhibit "K2" and "K-3"), Crownpoint (OnSat Exhibit "K-4"), Fort Defiance (OnSat Exhibit "K-5"), Shiprock (OnSat Exhibit "K-6"), Tuba City (OnSat Exhibit "K-7") and Window Rock (OnSat Exhibit "K-8") offices. In addition, OnSat has a partial list of the approximately 200 laptops that were purchased for Head Start that were sent to the field offices (OnSat Exhibit "K-9").

**HEADSTART COMPUTERS WITH SERIAL NUMBERS
FROM ONSAT RECORDS FOR 2002-2003**

Office	Desktops	Laptops	Total
Chinle	43	26	69
Crownpoint	43	?	43
Fort Defiance	35	?	35
Shiprock	58	22	80
Tuba City	65	?	65
Window Rock	?	19	19
"From Central"	?	48	48
TOTAL	244	115	359

OnSat has records, with serial numbers, for 359 Head Start Computers, which is far more than the 286 computers for which the Auditor was able to find records for the Special Review. Furthermore, OnSat has no records for desktop computers at the Window Rock offices, although it is clear that there were computers at that office, and it has no record of any laptops at the Crownpoint and Fort Defiance offices, although it is relatively certain that many of the laptops which were purchased by Head Start went to these Agency field locations. Furthermore, it has been able to account for only 115 of the 200 laptops which were ostensibly purchased by Head Start. If we can assume that Window Rock had as many computers as the smallest of the Agency offices (Fort Defiance with 35) the total would be 393 computers, and if we add the 95 unaccounted-for laptops, the total number of Head Start Computers is at least 488.

Assuming the worst case scenario, Head Start had a demonstrable (from OnSat records) 359 computers, and the purchase of 383 proprietary software licenses would

include only 24 “unnecessary” licenses, which would only be \$12,000 in “unnecessary purchases” rather than \$48,500. This makes the assumption that there were no desktop computers in the Window Rock Administrative office. If there were even 24 computers at that office there would be no “unnecessary purchases” of proprietary software.

Bullet Point Nine, Page 10: Head Start Purchase of Wireless Cards

The allegation in this instance is that Head Start purchased 438 wireless cards at \$100 per card, and because the Auditor could find property records for only 286 computers, the Head Start program purchased 157 unnecessary cards, making a total of \$15,200 in unnecessary purchases, which was somehow OnSat’s fault.

Much of the OnSat response presented in relation to the proprietary software licenses made above applies to this allegation. Once again, OnSat did no more than provide the wireless cards which were ordered by the Head Start program. Even if the allegation were true, OnSat did exactly what it was requested to do by Head Start, and its failure to do so would have been a breach of contract on OnSat’s part. And once again, the Auditor has placed the burden of proof on OnSat to show the number of computers which were in the possession of the Head Start program.

As demonstrated above, OnSat can provide the serial numbers, and for the most part locations, for 359 Head Start computers. If this were all the computers which Head Start had, it would have purchased only 73 “unnecessary” wireless cards rather than 152, and the amount involved would have been only \$7,300 in “unnecessary purchases.”

However, as demonstrated above, while OnSat has serial numbers for only 359 computers, it is logical to assume that there were at least some desktops in the Window Rock Office, and highly probable that there were 95 additional laptops which are still unaccounted for, bringing the inferred total number of Head Start computers to 488. If the inferred number is used, *Head Start had 50 more computers than those for which it purchased wireless cards.*

Bullet Point Ten, Page 10: Department of Public Safety Purchase of Proprietary Software

The essential element of this allegation is that the Division of Public Safety purchased 477 proprietary software licenses in 2005, at a cost of \$500 per license, when Property Management had records on only 235 computers for the Division. As a result, the Auditor reached the conclusion that the Division of Public Safety had purchased 242 unnecessary software licenses.

Once again there is the issue of whether or not OnSat bears any fault for supplying the requested number of software licenses and the issue of whether OnSat would have been in breach of contract if it had *not* supplied the number of licenses which were requested by the Division of Public Safety.

In an earlier response to the Special Review, OnSat had averred that there were certainly far more than 235 computers in the Division of Public Safety in the year 2005. Once again, the Auditor placed the burden of refuting the number of 235 computers recorded by Property Management on OnSat, although OnSat had no contractual responsibility for maintaining property records for any Division or program within the Navajo Nation.

OnSat was able locate records in its possession for the number of computers located in Public Safety facilities, with serial numbers, for 2002 and 2003. It has the serial numbers for a significant number of laptops which were purchased in 2003, and it has the Purchase Order for 81 additional desktops that were purchased in 2004, although it does not have the serial numbers for these desktops.

The total number of Public Safety computers which OnSat was able to document is presented in OnSat Exhibit "L-1," which is reproduced below. This summary table is supported by lists of computers from the Chinle District (OnSat Exhibit "L-2"), the Crownpoint District (OnSat Exhibit "L-3"), the Tuba City District (OnSat Exhibit "L-4"), and the Window Rock District (OnSat Exhibit "L-5"). These records date to the period of 2002 through 2003. In addition, OnSat has found records for two purchases of hardened laptops by Public Safety, with their serial numbers, which are included in OnSat Exhibits "L-6" and "L-7." Finally, it has the Purchase Order for 81 desktops which were obtained by Public Safety in 2004 (OnSat Exhibit "L-8").

**DEPARTMENT OF PUBLIC SAFETY COMPUTERS
WITH SERIAL NUMBERS FROM ONSAT RECORDS
FOR 2002 TO 2004**

Office	Desktops	Laptops	Total
Chinle	12	?	12
Crownpoint	13	1	14
Shiprock	?	?	?
Tuba City	14	20	34
Window Rock	46	11	57
Field Laptops (Itronix)		191	191
Additional Field Laptops		95	
New Desktops Purchased in 2004 (See Purchase Order #613368, No Serial Numbers)	81		95
Total	166	318	484

In spite of the fact that OnSat has no records in its possession for computers at the Shiprock District office, it does have serial number for 484 computers in the possession of the Division of Public Safety as of 2004, more than double the number 235 for which Property Management has records as of 2006.

Given the fact that the Division of Public Safety actually had **more** computers in 2004 than it purchased proprietary software for in 2005, OnSat finds little support for the contention that the Division made *any* unnecessary purchases, let alone for the implied proposition that even if there were "unnecessary purchases" that it was somehow the fault of OnSat.

Conclusion

In the Special Review the Auditor reached the conclusion that the "circumventing of controls in the payment process lead to more than \$650,000 in questionable and improper payments to OnSat." Based on the foregoing OnSat review of the evidence on which this allegation of "questionable and improper payments" is based, and the evidence which OnSat has presented in support of its position, there were, at most, a total of \$59,100 in payments made by Head Start in response to OnSat invoices which OnSat cannot clearly demonstrate were not items in its Scopes of Work.

In spite of the fact that under the terms of the Master Agreement OnSat has no legal obligation to do so, OnSat has offered to provide the Head Start program with a credit of \$59,100 for these payments.

FINDING IV

OnSat has yet to pass on more than \$300,000 of E-Rate Support to the Navajo Nation for Funding Year 2003

The E-Rate program provides for reimbursement for services at variable rates, which can be as high as 90% of the cost of those services. If OnSat provided \$3,000,000 in internet connectivity services and received a 90% reimbursement, USAC would pay \$2,700,000 to OnSat. It is OnSat which provided the services, which were paid for in part by USAC. The Navajo Nation was responsible only for those portions of the service cost which were *not* covered by USAC. Since every OnSat contract and addendum specified that payment under the contract or amendment was contingent on receipt of funds, OnSat provided the services while taking the risk that it would not get paid for the services.

Contract C22052 Amendment Number Three, cited by the Auditor in the Special Review, deals with services to be provided through June of 2006. The language of the contract shows that OnSat was at risk for undertaking the project without assurance of getting paid. Approval of USAC Form FRN 1050114 was specifically mentioned as needing approval for 2003 payments.

The original spreadsheet provided with Amendment Three does not show the actual payments, but was only an estimate of the amount which might be paid (as a reimbursement for services already provided) for 2003.

The amount which was approved by USAC on June 4, 2004, for the 2003 Funding Year was \$2,830,500 (on Page 5 of OnSat Exhibit "M-1"). OnSat, acting in good faith prior to the capture of all costs, estimated that the amount of reimbursement would be \$2,441,370. This amount was paid by USAC on July 12, 2004 (OnSat Exhibit "M-2"). With the capture of all costs, and the approval of USAC, OnSat invoiced for an additional \$314,813, which was paid on August 29, 2005 (OnSat Exhibit "M-3"). This was a total of \$2,756,183 out of the \$2,830,500 which had been approved for the program. OnSat actually received \$74,317 less than had been approved by USAC for the program.

The key points to remember were that OnSat had provided the service in 2003, the contract for these services was not executed until the services had, in part, already been provided, and the USAC reimbursement amount was not determined until 2004, after the services had been provided. The first invoice submitted by OnSat, based on Preliminary estimates, was for less than the estimated amount of the services. Since additional funding was still encumbered for these services, at the request of USAC, OnSat submitted a supplemental invoice, and was paid for this invoice, in 2005, two years after the services had been provided.

The impact of this payment was an increase in the reimbursement rate from ca. 86% to ca. 90% in 2005 for services which had been provided in 2003. This increase in reimbursement rate had no impact whatsoever on the Navajo Nation, or on any payments made by the Navajo Nation for these services.

No Competitive Bidding on the Selection of OnSat in 2006

The process which was used for the selection of the 2006-2007 Navajo Nation E-Rate Provider is well documented. The applicant for the E-Rate funding was the Navajo Nation Dine Educational Consortium. The application, a Form 470, was posted on January 10, 2006 (OnSat Exhibit "N-1"). The allowable contract date was February 2, 2006, 28 days after the Form 470 was posted.

On February 7, 2006, the Navajo Nation Dine Education consortium team met and reviewed the bids received and completed the E-Rate Scoring Grid Form (OnSat Exhibit "N-2"). The scoring team consisted of Pearl Lee, Ernest Franklin, Norbert Nez, Irving Nelson and Terralyn Begaye. OnSat was the successful bidder. On February 8, 2006, the Consortium Manager wrote an internal memorandum (OnSat Exhibit "N-3") confirming that OnSat had been selected as the service provider for 2006-2007.

On January 15, 2006, OnSat had prepared and submitted Addendum 10 to the Navajo Nation, which was not signed and accepted by the Navajo Nation until *after* the selection of OnSat as the service provider had been made. Furthermore, this Addendum 10 was explicitly contingent (a condition precedent before the contract went into effect)

on the receipt of project funding. OnSat did not receive notice of funding under this Addendum until after April 20, 2007 (OnSat Exhibit "N-4"). Again, OnSat had been providing service for over a year with no effective contract or assurance that it would be paid for the services which it was providing.

EXHIBIT "A"

OnSat Master Agreement of 2001



MASTER AGREEMENT INTERNET AND TRANSMISSION SERVICES

This OnSat Master Agreement (the "Agreement"), No. 30019, is entered into as of _____ (the "Effective Date") by and between NAVAJO NATIONS, with its principal place of business at Indian Route 12, Milepost 10, Window Rock, Arizona 86515, (the "Customer") and OnSat Network Communications, Inc., a Utah corporation, with offices at 2749 East Parley's Way, Suite 320, Salt Lake City, Utah 84109 ("OnSat"). This Agreement governs the provision of the services described in each Statement of Work entered into hereunder.

BACKGROUND

Agreement consists of these terms and conditions and each Statement of Work entered into hereunder. Any reference to this Agreement shall be a reference to these terms and conditions and/or any such Statement(s) of Work, as applicable.

- a. **Terms and Conditions/Statement of Work.** These terms and conditions will govern each party's rights and obligations relating to OnSat's provision of services hereunder. These terms and conditions, by themselves, do not implement any transaction; OnSat and Customer intend that all services provided by OnSat to Customer hereunder be implemented through individual Statements of Work ("SOW") under this Agreement which SOWs will be deemed to incorporate the terms and conditions of this Agreement unless the SOW explicitly states otherwise.
- b. **Administration of SOWs.** Customer may request services at any time. If Customer requests services and OnSat agrees to provide such services, the parties will enter in a SOW. Nothing in this Agreement shall require either party to enter into any particular SOW. An individual SOW will become effective and binding between parties only upon execution by authorized representatives of both parties ("Effective Date"). Each individual SOW shall reference this Agreement and contain such additional information and provisions as the parties deem necessary, including, as appropriate, the following:
- i. a description of the services, together with a schedule;
 - ii. identification of deliverables;
 - iii. names, addresses, email addresses, telephone numbers and fax numbers of the parties' project managers;
 - iv. a description of the parties' responsibilities;
 - v. a description of payments, including amount, method of calculation, schedule of payments, and address to which such payments are to be made.
- c. **Order of Precedence.** In the event of any conflict between this Agreement and a SOW, the terms of the SOW shall control, but only with respect to that particular SOW.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions apply.
- a. **"Confidential Information"** means all business, marketing and technical information of each party considered by each to be trade secrets or otherwise valuable proprietary information, designated or marked as such by either.
- b. **"Deliverables"** means any Equipment, Documentation, media, materials, proprietary software and/or services procured or prepared under this Agreement for delivery by OnSat to Customer. Whether or not actually delivered to the Customer, Deliverables shall include all software code (code prepared or provided by OnSat as part of the services, including code integrated with or installed on any hardware or Equipment).
- c. **"Documentation"** means those all user manuals, reference manuals and installation guides, or portions thereof (if any), and other written materials, including materials useful for design (for example, manuals, flow charts, methodologies, and principles of operation) which are distributed or made available by OnSat.
- d. **"Equipment"** means any antenna, Server/Receiver, modulator or any other Equipment defined in the applicable SOW.
- e. **"Transmission Services"** means all Transmission Services, including bandwidth, caching, access to Internet, or other services as defined in the applicable SOW.
- f. **"Technical Support"** means support which applies to problems originating on OnSat products only.
2. **SERVICES.**
- a. **Performance.** OnSat shall provide to Customer the services, as identified in a SOW and under the terms and conditions set forth in said SOW and herein.
- b. **Assumptions.** The description of the Services in each SOW, including, without limitation, the schedule, Deliverables and the compensation amount set forth herein, will be based upon information Customer provides to OnSat and upon any assumptions set forth in the SOW. Customer acknowledges that is the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, then the parties may modify the SOW pursuant to subsection c below. Alternatively, at OnSat's option, OnSat may terminate the SOW for cause, or Customer may terminate the SOW for convenience.

c. **Changes to SOW.** Customer and/or OnSat may at any time, request changes within any particular SOW. To be effective, any requested change or adjustment must be agreed to in writing by both parties in the form of a Change Order to the relevant SOW.

c. **Acceptance.** Upon final completion and delivery of the Services, Customer shall have ten (10) days in which to notify OnSat whether the Services fail to comply with the relevant SOW. If OnSat is not notified of any problems within this time period, the Services shall be deemed accepted by Customer.

3. CUSTOMER'S RESPONSIBILITIES.

a. Customer shall be solely responsible for the security of its own network, including, without limitation, any defects (i.e., "bugs/viruses") which are imported to its network through the internet.

b. Customer shall assure that its equipment is compatible with Equipment supplied by OnSat. Customer maintains sole responsibility for its network, servers, and applications.

4. CHARGES AND PAYMENT.

a. **Customer Charges.** Customer shall pay all the amounts specified in the relevant SOW. All such charges thus calculated or otherwise contemplated in connection with this Agreement are exclusive of any and all applicable taxes and duties (exclusive of taxes on OnSat's income), shall be paid by Customer. Cost of tariffs, fees, permits, and any local approvals are the responsibility of Customer.

b. **Payment and Interest.** OnSat shall invoice Customer monthly, and in advance, over the period of this Agreement. OnSat shall begin invoicing Customer upon commencement of Transmission Services under each applicable SOW. Customer shall pay all undisputed amounts by the payment due date set forth therein. Payments on undisputed amounts not received when due shall accrue interest at the rate of 1-1/2% per month (18% annually) or, if less, at the highest rate allowed by law. In the event of a billing dispute, Customer shall promptly provide a written statement to OnSat regarding such dispute. The parties shall cooperate to resolve the dispute by mutual agreement. All amounts payable to OnSat under this Agreement shall be paid in United States currency.

c. **Out-of-Service Credits.** Fees due from Customer under this Agreement shall not be reduced by costs, losses, discounts, credits, refunds, rebates, judgments or any other charges incurred by Customer in connection with its sale or distribution of Transmission Services. Notwithstanding the foregoing, in the event of any error, delay, defect, breakdown or failure in Service ("Transmission Interruption") caused by OnSat, an out-of-service credit will be calculated based on a daily prorated credit (1/30) of any monthly service fee Customer paid for Transmission Services during the period of Transmission Interruption provided that Transmission Interruption lasts for more than six (6) consecutive hours after OnSat receives notice of the interruption from Customer. The maximum credit allowed shall not exceed the monthly rate for the affected Service interrupted. No credit shall be available for difficulties such as Customer equipment failure, slow dial tone, busy circuits, network failure by any local telephone company or long distance company, satellite transponder failure, or other causes beyond OnSat's reasonable control.

5. INTELLECTUAL PROPERTY

a. **Ownership.** Except as otherwise expressly provided in this Section, each party and/or its respective licensors retain all right, title and interest in and to any intellectual property developed or delivered by such party in the performance of this Agreement.

b. **License Grant to Customer.** To the extent Deliverables include software or Documentation in any form, and subject to all amounts due under this Agreement, and further to the following terms and conditions, OnSat grants, for the term of this Agreement, a nonexclusive, non-transferable, non-assignable, perpetual (subject to other provisions of this Agreement), license under copyright to use, execute, display, and perform the software as provided (by sale, lease, rental, or otherwise). This license shall be subject to all of OnSat's applicable inventions, discoveries, patents, copyrights, trade secrets, inventor's certificates, utility models (and similar forms of legal protection of any country) and other proprietary rights, including those of third parties under which OnSat has the right to grant licenses, necessary to exercise the rights granted under this Agreement, regardless of when such proprietary rights were first conceived, reduced to practice, created, or perfected.

c. **No Change of Ownership.** This agreement shall be presumed not to change the ownership of any pre-existing intellectual property, Equipment, materials, or materials developed or provided under this Agreement.

c. **Protection of Deliverables.** Customer agrees to take all reasonable steps to protect Deliverables under this Agreement, and any related Documentation, from unauthorized copying or use. If a Deliverable consists of software, the source code of such Deliverable shall be deemed to include trade secrets of OnSat and/or its licensors. The source code and embodied trade secrets are not licensed to Customer. Customer agrees not to modify, disassemble or decompile any such Deliverable in order to discover the trade secrets contained in the source code or for any other reason and shall have no rights to authorize or direct others to do so.

e. **Restrictions.** Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any software or any related Documentation. Upon the termination of this Agreement all such copies must be returned to OnSat.

f. **Indemnification by OnSat.** Subject always to the limitations in Section 13, OnSat agrees to indemnify, defend and hold Customer harmless from any final judgment awarded against either party, or settlement to which OnSat agrees, which provides that any Deliverable supplied by OnSat under this Agreement, and appropriately used by Customer, infringes any U.S. copyright or U.S. patent of any third party, provided: (i) Customer promptly notifies OnSat in writing of the initial claim; and (ii) OnSat shall have the sole control of the defense of any action and all negotiations for settlement and compromise. Should any Deliverable provided by OnSat under this Agreement, or the operation of any such Deliverable, become, or in OnSat's opinion is likely to become, the subject of infringement of any U.S. copyright or U.S. patent, OnSat's sole obligation and Customer's exclusive remedy under this section shall be, at OnSat's option and expense, either to procure for Customer the right to continue using the Deliverable so that it become non-infringing, or to grant Customer a refund of the amounts paid by Customer under this Agreement for the Deliverable as depreciated on a straight-line method, using a useful life of three (3) years, and accept its return. The above represents Customer's exclusive remedy for any intellectual property infringement claim relating to software Deliverables.

6. TERM AND TERMINATION.

a. **Term and Extensions.** This Agreement shall become effective upon execution by both parties and shall continue in force for forty-eight (48) months unless earlier terminated for breach as provided herein. Notwithstanding the termination of this Agreement, the terms and conditions of this Agreement shall remain in effect through the term of the Transmission

Services as set forth in each applicable SOW. The term shall automatically renew for additional one (1) year terms unless terminated in writing at least thirty (30) days prior to the end of the Term or any renewal thereof (an "Extended Term").

b. **Termination for Cause.** Either party may terminate this Agreement for the substantial breach by the other party of a material term of this Agreement. Other than those Events of Default with shorter cure periods as delineated in section 9a, the terminating party will first give the other party written notice of the breach and a reasonable period of at least thirty (30) days in which to cure the alleged breach. If a cure is not achieved during the cure period, then the non-breaching party may terminate this Agreement upon written notice.

c. **Termination for Non-Payment.** Notwithstanding Section 6(b) above, OnSat may immediately terminate Transmission Services if Customer fails to meet its payment obligations by the due date and may terminate this Agreement if this failure to make payment continues for thirty (30) days following receipt of written notice and demand from OnSat.

d. **Insolvency, Assignment, or Bankruptcy.** Either party may, at its option, immediately terminate this Agreement upon written notice to the other party if the other party (i) admits in writing its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seeks reorganization under any bankruptcy act or consents to the filing of a petition seeking such reorganization; or (vi) is the subject of a decree by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

e. **Acceleration of Payment.** Upon termination of this Agreement by OnSat under Section 6.b, 6.c, or 6.d, the due dates of all outstanding bills to Customer, plus any unpaid non-recurring charges, will automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been previously granted or allowed.

7. USE OR SUBLEASE OF TRANSMISSION SERVICES. To the extent that OnSat's Services to Customer, as itemized in the applicable SOW, include the sublease of satellite transponder bandwidth, the following additional terms and conditions shall apply:

a. **Service Modifications.** OnSat shall have the right to change the specific frequency location of the Customer bandwidth subleased or otherwise furnished hereunder from time to time upon five (5) days written notice.

b. **Compliance.** Customer's use of the bandwidth, and all operations in connection therewith, shall comply in all material respects with all governmental (whether international, federal, state, municipal or otherwise) statutes, laws, rules, regulations, ordinances, codes, directives and orders of any such governmental agency, body or court, including, but not limited to, the Federal Communications Commission ("FCC"), and shall not interfere with the use of the remaining bandwidth in a manner which will or may cause physical harm to any transponder on the satellite, including the transponders, or any other component of the satellite. Further, Customer will coordinate its transmissions to the satellite in accordance with procedures reasonably established by OnSat or the lessor of OnSat's bandwidth, or the satellite owner, so as to minimize adjacent channel and adjacent satellite interference. Without limiting the generality of the foregoing, Customer shall comply with all FCC rules and regulations regarding use of automatic transmitter identification systems. Customer shall bear the cost

and responsibility for all matters pertaining to its use of the Customer bandwidth, including, without limitation, applications, renewals, regular or special reports, discrepancy citations, inspections or any changes in equipment and/or operating procedures which may be required from time to time by the FCC or standards of good engineering practice.

c. **FREQUENCY COORDINATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS RIGHTS TO SUBLEASE OR OTHERWISE TO USE THE BANDWIDTH PROVIDED BY ONSAT HEREUNDER IS EXPRESSLY CONDITIONAL UPON APPROVAL OF THE APPLICATION FOR FREQUENCY COORDINATION AND AVAILABILITY OF SUCH BANDWIDTH.**

8. LIMITED USE OF EQUIPMENT. Equipment shall be limited to use in connection with OnSat's Services to Customer under this Agreement. Customer shall use the Equipment according to OnSat's directions and in accordance with any applicable manufacturer's manuals or instructions. Customer shall not alter or add anything to the Equipment. Alterations or additions, however, may be made by OnSat at its sole discretion.

a. **Location of Equipment.** Customer shall keep the Equipment in its sole possession and control and shall not allow the Equipment to be moved from Customer's location as indicated in the applicable SOW, unless OnSat otherwise gives Customer express written permission. Customer shall have the Equipment installed, used, operated, and at the termination of this Agreement, removed (1) in accordance with any applicable manufacturer's manuals or instructions, (2) by competent and qualified personnel, and (3) in accordance with any applicable governmental regulations.

b. **General Protection of Equipment.** Customer shall not permit Equipment to become an accession to other goods or a fixture to, or a part of, any real property. Customer shall comply with this Agreement, all applicable laws, regulations, and orders relating to the Equipment. OnSat shall require Customer to maintain all Equipment and to enter into maintenance contracts with the manufacturers of any Equipment, and Customer shall be responsible for all obligations, including payment of any related fees or charges, under the maintenance contract(s).

c. **Damage to the Equipment.** In the event of any damage, minor or otherwise, to the Equipment, Customer shall notify OnSat in writing within one (1) business day of the Customer becoming aware of such damage, time being of the essence. That notice shall include all details related to the damage and its cause. Customer shall bear all the risk of loss, damage, theft, or destruction to the Equipment, however caused. If any Equipment is lost or damaged as described above, this Agreement shall nevertheless remain in full force. Upon any loss of or damage to the Equipment, Customer shall replace the Equipment with equal or better Equipment. The make, model, and specifications any replacement must be approved in writing by OnSat.

d. **Third Party Maintenance.** Maintenance, which is not covered under manufacturers maintenance agreement, may be contracted to a third party, subject to prior approval by OnSat or original equipment manufacturer.

e. **Upgrades and Enhancements.** From time to time, OnSat may offer to provide Customer with Equipment upgrades or enhancements. Such upgrades shall be made available at the Customer's option. If Customer orders such upgrades, OnSat shall provide an additional SOW to define such upgrade or enhancement with the associated charges.

9. DEFAULT AND REMEDIES

a. **Events Of Default.** The occurrence of any of the following shall constitute an "Event of Default" hereunder:

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Customer shall fail to make any payment due hereunder within five (5) days after it becomes due and payable; (ii) any representation, covenant or warranty made in this Agreement or in any document furnished pursuant to the provisions of this Agreement or otherwise shall prove to have been false or misleading in any material respect as of the date when it was made; (iii) failure to perform any covenant, condition or agreement made by it under this Agreement or any other agreement; and such failure shall continue for five (5) business days after its receipt of notice thereof; (iv) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings instituted by either party or all or any part of either party's property under Federal Bankruptcy Act or other laws of any competent jurisdiction, and, if such proceeding is brought against Customer, it shall consent thereto or shall fail to cause the same to be discharged within thirty (30) days after it is filed; (v) either party fails to perform any of its obligations hereunder; or (vi) OnSat reasonably determines itself insecure with respect to Customer's ability to perform its obligations under this Agreement.

c. Remedies. If an Event of Default hereunder shall occur and be continuing, one or more of the following remedies may be exercised: (i) immediately terminate Transmission Services; (ii) terminate this Agreement or any other agreement between Customer and the owner of the Equipment and Customer's rights thereunder; (iii) proceed, by appropriate court action or actions, to enforce performance of the applicable covenants of this Agreement to recover damages for the breach thereof; (iv) recover from Customer an amount equal to the sum of all amounts due under this Agreement. The remedies described herein are not meant to be exclusive and shall be in addition to all other remedies available at law or in equity.

10 TECHNICAL SUPPORT. The support offered under the terms of this Agreement ("Technical Support") will apply only to OnSat products ("OnSat Products") and problems originating on OnSat's network. There are no fees associated with such Technical Support. OnSat's responsibility for Technical Support extends from Customer's child site to the interface between OnSat's network and its peers and transit providers. OnSat will provide patches or fixes to correct an error in software delivered under a SOW. For problems that do not originate on OnSat's network and other issues, the following shall apply:

a. Technical Consultation. Customer may request OnSat to provide Technical Consultation in addition to Technical Support as defined above. If OnSat agrees to provide such Technical Consultation requested by Customer, OnSat shall bill Customer, on the subsequent invoice, as per the rates in the then current OnSat Price List, billable in quarter-hour (15 minute) increments, exclusive of material and equipment costs and fees. In the event that Customer requires a non-standard form of Technical Support, Customer may make special contractual agreements with OnSat to provide such non-standard service under terms and conditions to be mutually agreed upon by the parties.

b. Procedure Upon Failure. Customer agrees to notify the OnSat of failure or malfunction of the equipment by telephone. OnSat support staff will work with Customer to understand and isolate problems.

c. Emergency Assistance. OnSat will instruct Customer how to contact the OnSat Technical Support staff, by means of telephone, email and/or pager, in the event of an emergency. Customer agrees to use this contact information only in those instances that may reasonably be described as an emergency in nature. OnSat reserves the right, at its sole discretion, to bill Customer for calls directed to OnSat via the OnSat emergency contact methods, as per the rates in the then current OnSat Price List, payable in one hour increments.

d. Software Support. The use of any software provided pursuant to this Agreement (such as software patches or fixes provided by OnSat) will be governed exclusively by the license terms and conditions accompanying such software.

e. Software Upgrades. OnSat shall provide access to software updates via the Internet or OnSat server, as applicable. Customer shall be responsible for assuring that its equipment is accessible by modem dial-up or Internet access and for the procurement and installation of any hardware or memory required for software upgrade.

Customer Obligations.

1) Information Transfer. Customer may access electronic on-line services to transfer data to OnSat electronically ("Online Services"). Customer may also choose to authorize an OnSat support engineer to access Customer's network via a remote connection to work directly on-line with Customer to assist in resolving technical problems. Customer shall not submit via the Online Services or otherwise give OnSat access to any documents, files, programs, or other data (collectively "Customer Data") that are or are alleged to be confidential or proprietary to, or defamatory of, any third party, unless Customer first obtains all necessary licenses, consents, and permissions to do so. Customer will indemnify and hold OnSat harmless from any and all liability, damages, costs, and expenses, including settlement amounts and reasonable use of any Customer Data via the Online Services or OnSat's reasonable use of any Customer Data to which OnSat is given access under this Agreement. CUSTOMER ACKNOWLEDGES THAT CUSTOMER DATA MAY BE ALTERED OR DAMAGED IN THE COURSE OF PROVIDING TECHNICAL SERVICES, WHETHER ON-SITE OR VIA REMOTE CONNECTION OR OTHERWISE, AND CUSTOMER AGREES TO TAKE ANY AND ALL APPROPRIATE MEASURES TO ISOLATE AND BACK UP THE NECESSARY SYSTEMS ACCORDINGLY.

2) Software Alterations. Customer shall not make, attempt to make, or cause to be made any patches, repairs, or alterations to any OnSat products, except as may be approved in advance and in writing by OnSat. Without limiting its remedies, OnSat may promptly terminate this Agreement by written notice to Customer for any breach of this section.

3) Authorized Contacts. Customer's authorized contacts must be limited to those professionals who take calls within its organization (such as help desk personnel or system administrators).

5) Support Materials. Except as otherwise agreed to in writing signed by OnSat, OnSat grants to Customer a perpetual, non-exclusive and non-transferable license to use and distribute internally the support materials (excluding all software) that may be provided to Customer under this Agreement. Such materials are licensed to Customer solely for internal use. OnSat reserves all rights in and to such support materials including, without limitation, the right to copy the materials not expressly granted to Customer under this section.

h. Supported Products. As described in OnSat's Price List, OnSat shall provide Technical Support on all OnSat products listed on the then-current OnSat Price List. If an OnSat product or version is removed from the Price List, OnSat will continue to provide Technical Support for such product or version until such time as Customer is notified that support will no longer be provided.

Subcontract of Support. OnSat may subcontract any portion of the Technical Support, including on-site services, to a third party contractor without the prior consent of Customer provided that OnSat remain fully responsible to Customer for

the delivery of Technical Support as set forth in this Agreement. Any such subcontractor will for all purposes be deemed to be an independent contractor of OnSat and not an employee, agent, joint venturer, or partner of OnSat.

j. **Indemnity.** For purposes of this section, "property damage" does not include damage to, or loss of, files, data, or other information. Customer will be responsible for an shall ensure that while OnSat employees, agents, or contractors are on Customer premises, all reasonable and legal health and safety precautions are in place and fully operational to protect such persons and Customer shall indemnify OnSat for any and all liability, damages, costs, and expenses, including settlement amounts and reasonable attorneys' fees, incurred or caused by the negligence or willful misconduct of Customer or its authorized employees, agents, or subcontractors.

k. **Exclusions.** Technical Support excludes all services not specifically agreed to by OnSat under this Agreement including, but not limited to:

- 1) Work on any equipment or software not listed in the applicable SOW, or that is not located at the address specified in the applicable SOW, or equipment or software altered by anyone other than OnSat.
- 2) Making Customer specified changes or adding or removing accessories, attachments or other devices.
- 3) Moving or relocating Equipment or software.
- 4) Replacement of lost or stolen parts or materials, or repair or replacement of parts, materials of software damaged through accident, negligence, abuse, misuse, connection with incompatible equipment, failure of electrical power, air conditioning or humidity control.
- 5) Failure or malfunction of attached, related, collateral or ancillary equipment or software not on the Equipment or proprietary to OnSat.

11. **CONFIDENTIAL INFORMATION.** Customer shall not use or disclose any Confidential Information supplied by OnSat relating to OnSat's services, its business organization, its business relationships or any OnSat products or to this Agreement except as authorized in writing by OnSat in advance of such disclosure and shall safeguard all Confidential Information provided by OnSat to Customer under this Agreement in the same or more restrictive manner as Customer safeguards its own Confidential Information. Customer agrees that this Agreement and any Equipment leases related thereto and their respective terms and conditions are confidential and may not be released or divulged to any third party other than the Customer's accountants, legal counsel, commercial bank and/or financial advisors, who will be advised of and must agree to be bound by such obligations as a condition of disclosure, without the prior written consent of OnSat.

12. **LIMITED WARRANTY.** OnSat warrants that Deliverables will be provided to Customer substantially in accordance with applicable written technical specifications. OnSat makes no warranty of compatibility with any hardware or software, unless and to the extent that said hardware or software is furnished by OnSat to Customer and to the further extent that any such warranty is evidenced by a separate Agreement relating specifically thereto. Customer acknowledges that OnSat has not made any representations or warranties of any kind, express or implied, with respect to Equipment, including without limitation, warranties relating to any of the following: (i) the description, condition, design, quality or performance of the Equipment; (ii) its merchantability or fitness of suitability for particular purpose whether or not disclosed to OnSat; and (iii) delivery of the Equipment free of rightful claim of any person by way of infringement or the like. OnSat expressly disclaims all such warranties.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EQUIPMENT, SOFTWARE, SERVICES, CUSTOMER CONNECTIONS, CUSTOMER INTERCONNECTIONS, AND ALL OTHER DELIVERABLES HEREUNDER ARE PROVIDED "AS IS". THERE ARE NO OTHER WARRANTIES MADE BY ONSAT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ONSAT DOES NOT WARRANT THAT THE TRANSMISSION SERVICES, CUSTOMER CONNECTIONS, OR CUSTOMER INTERCONNECTIONS WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

13. **LIMITATION OF LIABILITY.** OnSat's entire liability and Customer's exclusive remedies for any damages arising from the performance or nonperformance of the Equipment, software, support, Transmission Services or other services provided under this Agreement, and for any breach of the warranties, regardless of the form of action, whether in contract, breach of warranty, indemnification, or tort, including negligence, strict liability, or otherwise, shall be for OnSat to use commercially reasonable efforts to correct any associated failure of deficiency in the services that (i) is promptly reported by Customer to OnSat, (ii) is capable of being reproduced by OnSat, and (iii) arises from a cause within OnSat's control. OnSat shall have no obligation to retrieve or reconstruct lost messages or data. IN NO EVENT SHALL EITHER PARTY, ONSAT'S SATELLITE SERVICE PARTNER OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF INFORMATION OR DATA, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, THE SOFTWARE, OR THE TRANSMISSION SERVICES PROVIDED HEREUNDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN. ONSAT'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT (INCLUDING ANY SOW) SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO ONSAT BY CUSTOMER FOR ONSAT'S PERFORMANCE UNDER THE RELEVANT SOW. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE.

14. GENERAL PROVISIONS.

a. **Force Majeure.** If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including severe weather and storms, earthquakes or other occurrences of

nature, strikes or other labor disputes or unrest, power failures, nuclear or other civil or military emergencies, commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

b. **Limitation of Actions.** No action arising or resulting from this Agreement, regardless of its form, may be brought by

either party against the other more than two (2) years after termination of this Agreement.

c. **Third Party Claims.** Neither party shall be liable for any claim by the other based on any third party claim, except as stated in Section 4 of this Agreement.

d. **Jurisdiction and Applicable Law.** This Agreement will in all respects be governed by and construed in accordance with the laws of the State of Utah of the United States of America and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods. Venue for any actions arising under or relating in any way to this Agreement, the transactions under this Agreement, and/or the activities under this Agreement shall vest exclusively in the federal or state courts of general jurisdiction of the State of Utah. The parties hereby explicitly waive any right to trial by jury.

e. **Insurance.** Each party shall maintain sufficient insurance to protect the other party against losses and damages which are the result of the fault or negligence of the other party and which relate to this Agreement, including workman's compensation, professional liability, general liability, personal injury, and property damage.

f. **Audit.** During the term of this agreement, Customer shall upon no less than three (3) working days prior written notice, permit and cooperate with OnSat or an authorized representative of OnSat, or an OnSat third party provider, to conduct an audit of the system configuration and/or deliverables to verify compliance with the license provisions of this Agreement. Such audit shall be at the expense of OnSat or an OnSat third party provider and may be conducted on the Customer site or by remote access. Such audit shall not interfere unreasonably with Customer's business activities, and shall be conducted no more than once per calendar year, unless a previous audit disclosed a material discrepancy.

g. **Attorneys' Fees.** Should either party institute any action or proceeding to enforce this Agreement or any related agreement, the prevailing party shall be entitled to receive from the other party all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorney fees and costs.

h. **Hold Harmless.** Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates, its successors and assigns, officers, directors, shareholders, employees and agents from, against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation interest and penalties, reasonable attorney's fees and costs and all amounts paid in settlement of any claim, action or suit that may be adjudicated and agreed to by the Indemnifying Party that arise out of, result from or relate to (a) the non-fulfillment of any agreement, covenant or obligation in connection with this Agreement; (b) any breach of any warranty or representations made hereunder; (c) or any claim of any nature whatsoever brought by any customer or any other third person or entity who may suffer damages of any sort as a direct or indirect result of the Indemnifying Party or its authorized employees relating this Agreement; (d) or caused by the gross negligence or willful misconduct of the Indemnifying Party or its authorized employees. The foregoing rights and obligations of indemnity are conditioned on (i) prompt written notification from the indemnified party to the indemnifying party of the claim for which indemnity is sought; (ii) sole control in the indemnifying party of the defense of any action and all negotiations for settlement and compromise; and (iii) cooperation and assistance from the party seeking indemnification, including disclosure of information and authority necessary to perform the above. The indemnified party shall be responsible for the costs and fees of its own counsel if it desires to have separate legal representation in any such action.

i. **Use of Customer Name.** OnSat may use and publish Customer's name in its customer lists, lists of referrals for other customers (or potential customers) and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or Web pages. This provision shall survive expiration or termination of this Agreement.

j. **Survival of Terms.** Termination of this Agreement shall not relieve either party of any obligations arising under this Agreement prior to the date of termination. Any provisions of this Agreement that by their nature extend beyond the Expiration Date or other termination of this Agreement, which provisions shall remain in effect until all obligations are satisfied. Confidentiality provisions shall remain in effect until the Confidential Information is no longer confidential.

k. **Waiver.** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of that right or remedy on any other occasion.

l. **Superior Agreement.** This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement, which is in any way inconsistent with or in addition to the terms and conditions set forth in this Agreement, is hereby expressly rejected, unless otherwise expressly provided for in this Agreement. This Agreement may be amended or modified only by a writing signed by both parties hereto.

m. **Assignment.** This Agreement, use of Equipment, or any other right Customer may have under this Agreement, is not assignable by Customer, in whole or in part, without OnSat's prior written consent. Notwithstanding, OnSat will not unreasonably withhold consent to an assignment of this Agreement or any part of this Agreement to a parent, subsidiary or affiliate of Customer, provided that such entity is at least as capable as Customer of satisfying Customer's responsibilities hereunder. Any attempted assignment without OnSat's written consent will be null and void.

n. **Notice.** Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to product pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, or (iv) by facsimile transmission addressed and sent to the attention of the party executing this Agreement or that person's successor, or to the person designated in the relevant SOW, with a copy following by one of the other methods of notice.

o. **Severability.** If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

p. **Independent Contractors.** Each party acknowledges that the parties to this Agreement are independent contractors and that neither party shall, except in accordance with this Agreement, represent itself as an agent or legal representative of the other.

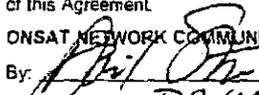
q. **Compliance with Laws.** Customer represents and warrants that it shall comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies, including all laws, rules and regulations affecting or governing exports, in its performance under this Agreement.

r. **Headings.** The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.

s. **Scope of Agreement.** Each of the parties hereto acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement regarding the subject matter and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants and all other communications between the parties relating thereto. This Agreement may be amended only by a writing that refers specifically to this Agreement and is signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their signatures and thereby acknowledge their agreement with the terms and conditions of this Agreement, and each signatory represents and certifies that he/she is authorized to sign on behalf of and to bind each to the respective signatories to all of the terms and conditions of this Agreement.

ONSAT NETWORK COMMUNICATIONS, INC.

By: 
Printed Name: DAVID STEPHENS
Title: CEO/PRESIDENT

CUSTOMER

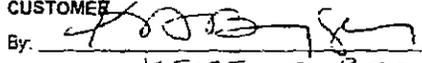
By: 
Printed Name: KELSEY A. BEGAY
Title: PRESIDENT



EXHIBIT "B"

Addendum to On Sat Master Agreement of 2001

ONSAT NETWORK COMMUNICATIONS, INC.
ADDENDUM TO AGREEMENT GOVERNING INTERNET AND TRANSMISSION SERVICES

All terms and conditions of this OnSat Master Agreement, No. 30019, between Navaho Nations, with its principal place of business at Indian Route 12, Milepost 10, Window Rock, Arizona 86515 ("Customer"), and OnSat Network Communications, Inc., a Utah corporation, with offices at 2749 E. Parley's Way, Suite 320, Salt Lake City, Utah 84109 ("OnSat") shall apply, except as herein specifically modified or accepted, as follows:

4.b. **Payment and Interest.** This subsection is deleted in its entirety and is hereby replaced as follows:

Payment. OnSat shall invoice Customer for each year of service, in advance, in the amount specified in the applicable SOW. In the event of a billing dispute, Customer shall promptly provide a written statement to OnSat regarding such dispute. The parties shall cooperate to resolve the dispute by mutual agreement. All amounts payable to OnSat under this Agreement shall be paid in United States currency. In accordance with 2 N.N.C. 223 (A), the liability of the Navajo Nation under this contract is contingent upon the availability of appropriations by the Navajo Nation Council."

4.c. **Out-of-Service Credits.** The following is hereby added to this subsection:

"...Credits may accumulate and minimum refunds of \$25.00 will be credited to the applicable Customer account."

6.a. **Term and Extensions.** This subsection is deleted in its entirety and is hereby replaced as follows:

Term. This Agreement shall become effective upon execution by both parties and shall continue in force for thirty six (36) months, unless earlier terminated for breach as provided herein. Notwithstanding the termination of this Agreement, the terms and conditions of this Agreement shall remain in effect through the term of the Transmission Services, or thirty six (36) months from the date Transmission Services begin."

8.f. **Excess Capacity.** This subsection is hereby added as follows:

Customer acknowledges and consents to OnSat's rights to use said Equipment, including the excess capacity of such Equipment, whether or not located at Customer's site, to relay signals to other parts of Customer's network. OnSat reserves said right but shall exercise it only on the condition and to the extent that such use at Customer's site does not affect or prevent OnSat from providing services to Customer within the performance standards set hereby, and to which the equipment shall be primarily dedicated.

14.d. **Jurisdiction and Applicable Law.** This subsection is deleted in its entirety.

14.m. **Superior Agreement.** This subsection is deleted and hereby replaced as follows:

"This Agreement may be amended or modified only by a writing signed by both parties hereto."

14.u. **Sovereign Nation Status.** This subsection is hereby added:

"Nothing contained herein shall be interpreted as constituting a waiver, either express or implied, of the Sovereign Immunity of the Navajo Nation."

IN WITNESS WHEREOF, each of the parties hereto have caused this Addendum to be executed by duly authorized representatives of the parties.

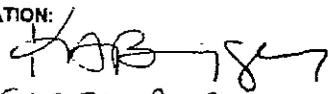
SIGNATURES

ONSAT NETWORK COMMUNICATIONS:
Signature:

Name: 
Title: **CEO/PRESIDENT**
Date: **9/NOV/2001**

NAVAJO NATION:

Signature:


Name: **KELSEY A. BECAYE**
Title: **PRESIDENT**
Date: **11-30-01**

Handwritten initials

EXHIBIT "C"

**Memorandum from J. Kaibah Begay to
Frank Nez, Jr., dated May 9, 2002**



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

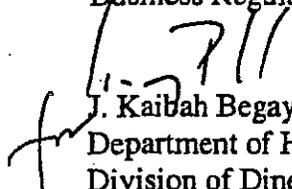
KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

9 May 2002

MEMORANDUM

TO: Frank Nez, Jr., Director
Business Regulatory

THRU:  J. Kaibah Begay, Director
Department of Head Start
Division of Diné Education

FROM:  Leo Morgan, Contract / Program Compliance Officer
Department of Head Start
Division of Diné Education

SUBJECT: OnSat Network Communication, Inc. Master Agreement (Sole Source).

The Department of Head Start is embarking on obtaining a wireless internet and transmission services starting installation of the network by June 01, 2002 and to be in operation by July 26, 2002.

Installation of this wireless network will be conducted in Two Phases. The First Phase will be to install of six-satellite dish and equipment for Central Administrative and five Agency Administrative Offices, which will comprise the hub of the network. The Second Phase is to install antennas and equipment for 234 Head Start centers, programs and offices throughout the Navajo Nation. Majority of our operation is at the Chapter level, generally on the Chapter compound.

Several factor were considered in our design and implementation of our wireless network system. First is the cost, it must be cost effective for our program, second is the existing system from which we can piggyback from, and Finally, the timeline to get the network and connectivity operational.

Currently, there exists a satellite internet and transmission services for all of the Navajo Nation chapters, in fact is the only one in existence to date which is operated by OnSat Network Communication, Inc. The Department of Head Start would like to be connected via antennas to the chapter's wireless network. This would provide our program with substantial savings and we would not have to build another satellite network system. The estimated cost would be around \$1.1 million dollars. This agreement would also alleviate our program from expending funds for development and design cost for a similar system at an exorbitant cost.



EXHIBIT "D"

**Contract No. 30019, Contract for Department of
Headstart Phase Two**

STATEMENT OF WORK

NAVAJO NATIONS
PHASE TWO
Department of Head Start

BCb

Prepared by:

David Stephens

OnSat
Network Communications

nk

Term of Service:

The first of the month following such Service Start Date at each Head Start Site shall be the start of the Term of Service. The Term of Service shall be 4 (four) years from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$360 per year per site payable annually.
Equipment & Installation	Installation of equipment and antennas necessary to connect each Head Start Site to the local line-of-site Chapter House.	\$1,500.00 per site
	Installation of equipment to install each relay station where line of site between Chapter House and Head Start Site is not available. Includes solar power.	\$4,850 per relay site
	Installation of 802.11b Roving@ Technology 802.11b Wireless Cards	\$250.00 each \$100 each
Due upon acceptance of Statement of Work		
Services are Due at Service Start Date through the end of the Customer's Fiscal Year		

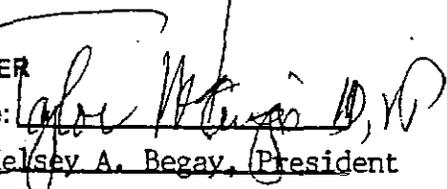
Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT
 Signature: 
 Name: DAVID STEPHENS
 Title: CEO/PRESIDENT
 Date: 5-3-2002

CUSTOMER
 Signature: 
 Name: Kelsey A. Begay, President
 Title: THE NAVAJO NATION
 Date: _____

End of Statement of Work

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Kelly Morgan System Analyst III 928-871-7479 928-871-7866 kellymorgan90@hotmail.com
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Robert Van Durnen 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Ms. Terry Ewing 801-466-1688 801-466-5998 tewing@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each Head Start Site:

- *BCb®* system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®".
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start Site;
- Caching services at each Chapter House and OnSat site;
- *Filtered Internet access, digital video broadcast and receive services at the Head Start Sites.*

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.

- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: May 1, 2002

Service Start Date: Individual Head Start Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Department of Head Start
Service Area Offices, Centers, & Home Bases
FY 2002-2003

PHASE II

Service Area
Offices = 29

Centers = 205

Home Bases = 58

CHINLE

- 1 SA I Chinle
- 2 SA II Chinle
- 3 SA III Cottonwood
- 4 SA IV Pinon
- 5 SA V Round Rock
- 6 SA VI Many Farms
- 7- early H.S.
- 1 Blue Gap I
- 2 Blue Gap II
- 3 Chilchinbeto
- 4 Chinle I - A
- 5 Chinle I - B
- 6 Chinle I - C
- 7 Chinle I - D
- 8 Chinle II
- 9 Chinle Valley
- 10 Cottonwood
- 11 Del Muerto I
- 12 Del Muerto II
- 13 Denehotoso I
- 14 Denehotoso II
- 15 Forest Lake
- 16 Hardrock I
- 17 Hardrock II
- 18 Low Mountain I
- 19 Low Mountain II
- 20 Lukachukai I
- 21 Lukachukai II
- 22 Many Farms I
- 23 Many Farms II
- 24 Many Farms III
- 25 Nazfiri
- 26 Pinon I
- 27 Pinon II
- 28 Rock Point
- 29 Round Rock I
- 30 Round Rock II
- 31 Tsalle (DC)
- 32 Tselani
- 33 Whippoorwill

6

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41 Dine College EHS

- 41 Portable
- 1 Black Mesa Home Base
 - 2 Chinle Home Base I
 - 3 Chinle Home Base II
 - 4 Chinle Valley Home Base
 - 5 Many Farms Home Base
 - 6 Nazfiri Home Base
 - 7 Pinon I Home Base
 - 8 Pinon II Home Base
 - 9 Pinon III Home Base
 - 10 Rough Rock Home Base I
 - 11 Rough Rock Home Base II
 - 12 Spider Rock Home Base
 - 13 Tsalle I Home Base
 - 14 Tsalle II Home Base
 - 15 Tsentsadzah Home Base
 - 16 Wheatfields I Home Base
 - 17 Wheatfields II Home Base
 - 18 Whippoorwill Home Base
 - 19 Blue Gap Home Base

CROWNPOINT

- 1 SA I Pueblo Pintado
- 2 SA II Crownpoint
- 3 SA III Smith Lake
- 4 SA IV Baca
- 5 SA V Churchrock
- 6 SA VI Red Rock
- 7- Early MS
- 1 Adaa Hozhoni
- 2 Baca I
- 3 Baca II
- 4 Becenti
- 5 Breadsprings
- 6 Canoncito I
- 7 Canoncito II
- 8 Casamero Lake
- 9 Chichiltah
- 10 Churchrock I
- 11 Churchrock II
- 12 Coyote Canyon
- 13 Crownpoint I
- 14 Crownpoint II
- 15 Crownpoint III
- 16 Dalton Pass
- 17 Hayslack
- 18 Indian Village
- 19 Iyanbilo
- 20 Jones Ranch
- 21 Lake Valley
- 22 Little Water
- 23 Mariano Lake
- 24 Ojo Encino
- 25 Pera
- 26 Pinedale I
- 27 Pinedale II
- 28 Pueblo Pintado
- 29 Red Rock I
- 30 Red Rock II
- 31 Red Rock III
- 32 Rehoboth
- 33 Rincon Marquise
- 34 Smith Lake
- 35 Standing Rock
- 36 Thoreau
- 37 Torreon I
- 38 Torreon II
- 39 Torreon III
- 40 Twin Buttes
- 41 Whitehorse Lake

6

41

- 49 Portable
- 1 Crownpoint EHS Home Base
 - 1 Baca Home Base
 - 2 Churchrock Home Base
 - 3 Ojo Encino Home Base

FT. DEFIANCE AGENCY

- 1 SA I Tohatchi
- 2 SA II Fort Defiance
- 3 SA III Lupton
- 4 SA IV Klagelech
- 5 SA V Ganado
- 6 SA VI Indian Wells
- 7- Early H.S.
- 1 Cornfields
- 2 Baca I
- 3 Dikton I
- 4 Dikton II
- 5 East Mill
- 6 Ft. Defiance I
- 7 Ft. Defiance II
- 8 Ganado I
- 9 Ganado II
- 10 Ganado III
- 11 Greasewood
- 12 Houck
- 13 Indian Wells
- 14 Jeddito I
- 15 Jeddito II
- 16 Kinlichee
- 17 Klagelech I
- 18 Klagelech II
- 19 Lupton
- 20 Manuelito
- 21 Mexican Springs
- 22 Oak Springs
- 23 Red Lake
- 24 Rock Springs I
- 25 Rock Springs II
- 26 Rural I
- 27 Rural II
- 28 Sawmill
- 29 St. Michaels I
- 30 St. Michaels II
- 31 Steamboat I
- 32 Steamboat II
- 33 Teesto
- 34 Tohatchi I
- 35 Tohatchi II
- 36 Tsayatoh
- 38 Twin Lakes I
- 39 Twin Lakes II
- 40 White Cone
- 41 Wide Ruins

6

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- 1 Fort Defiance EHS
- 2 Houck EHS
- 3 Oak Springs EHS

- Portable
- 1 Fort Defiance EHS Home Base
 - 1 Dikton Home Base
 - 2 Ganado I Home Base
 - 3 Ganado II Home Base
 - 4 Kinlichee Home Base
 - 5 Navajo Home Base I
 - 6 Fort Defiance Homebase

SHIPROCK AGENCY

- 1 SA I Nageezi
- 2 SA II Nenahnezad
- 3 SA III Agency Office
- 4 SA IV Teecnospos
- 5 SA V Newcomb
- 6- Early H.S.
- 1 Aneth
- 2 Carson
- 3 Counselor I
- 4 Counselor II
- 5 Cove I
- 6 Cove II
- 7 Cudei
- 8 Hogback I
- 9 Hogback II
- 10 Mexican Water
- 11 Nageezi I
- 12 Nageezi II
- 13 Nenahnezad I
- 14 Nenahnezad II
- 15 Naschilt
- 16 Newcomb
- 17 Red Mesa
- 18 Red Valley
- 19 Sanostee
- 20 Sheepsprings
- 21 Shiprock I
- 22 Shiprock II
- 23 Sweetwater
- 24 Teecnospos
- 25 Two Grey Hills
- 26 Upper Fruitland I
- 27 Upper Fruitland II

5

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1 Hogback EHS

- Portable
- 1 Shiprock EHS Home Base
 - 1 Naschilt Home Base
 - 2 San Juan Home Base
 - 3 Sheepsprings Home Base
 - 4 Shiprock Home Base I
 - 5 Shiprock Home Base IV
 - 6 Tocio Home Base
 - 7 Upper Fruitland Home Base
 - 8 Ojo Armiio Home Base
 - 9 Beclabio Home Base
 - 10 Shiprock Home Base III

TUBA CITY

- 1 SA I Tuba City
- 2 SA II Tonalea
- 3 SA III Shonto
- 4 SA IV Kayenta
- 5 SA V Leup
- 6 SA VI Lechee
- 7- Early H.S.
- 1 Cameron
- 2 Cowsprings
- 3 Inscription House I
- 4 Inscription House II
- 5 Kaibeto
- 6 Kayenta I
- 7 Kayenta II
- 8 Kayenta III
- 9 Kayenta IV
- 10 Kayenta V
- 11 Lechee I
- 12 Lechee II
- 13 Lechee III
- 14 Leup I
- 15 Leup II
- 16 Navajo Mountain
- 17 Ojato
- 18 Shonto I
- 19 Shonto II
- 20 Tolani Lake
- 21 Tonalea I
- 22 Tonalea II
- 23 Tuba City I
- 24 Tuba City II
- 25 Tuba City III
- 26 Tuba City IV
- 27 Tuba City V
- 28 Tuba City VI
- 29 Tuba City VII

6

29

- Portable
- 1 Birdsprings Home Base
 - 2 Bittersprings Home Base
 - 3 Black Mesa Home Base
 - 4 Cameron Home Base
 - 5 Cowsprings Home Base
 - 6 Gap I Home Base
 - 7 Gap II Home Base
 - 8 Kaibeto I Home Base
 - 9 Kaibeto II Home Base
 - 10 Kaibeto III Home Base
 - 11 Kayenta I Home Base
 - 12 Kayenta II Home Base
 - 13 Kayenta III Home Base
 - 14 Moenave Home Base
 - 15 Tall Mountain Home Base
 - 16 Tonalea Home Base
 - 17 Tuba City Home Base I
 - 18 Tuba City Home Base II
 - 19 Tuba City Home Base III

EXHIBIT "E"

**Contract No. 22243, Addendum No. 3, Department of
Head Start, Phase Three, dated June 6, 2003**



THE
NAVAJO
NATION

P.O. BOX 9000 • WINDOW ROCK, AZ 86515 • (928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE-PRESIDENT

June 6, 2003

Mr. David Stephens, CEO
OnSat Network Communications, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: Addendum No. Three (3), C22243

Dear Mr. Stephens,

Enclosed is Addendum No. Three (3) to Contract No. C22243, with the Navajo Nation Department of Head Start Program, Division of Dine' Education. As noted in the initial award letter, the funding of phases or activities would be subject to funding availability and provided via "addendums" to the contract.

This correspondence is to notify OnSat Network Communications, Inc. that the contract amount of \$585,518 is being increased by \$116,400 for a new total of \$701,918. The purpose of this addendum is to add twenty-four (24) stations for remote Head Start sites. All other terms and conditions remain the same.

Should you have any questions, please contact Ms. J. Kaibah Begay, Director, Department of Head Start, at (928) 871-6998.

Sincerely,

THE NAVAJO NATION

C Shirley
Cordell Shortley, Contracting Officer
Contracts and Grants / OMB Section

CS/ml

Encl.: Contract No. C22243

XC: J. Kaibah Begay, Director, Department of Head Start, DODE
Tom Platero, Assistant Department Manager, Department of Head Start, DODE
Dorothy Smith, Contract Accounting Manager, Office of the Controller
Chrono/File

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	J. Kaibah Begay
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Farrell Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to outline what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services of Internet Transmission Services, Network Infrastructure Management, and Training to expand the services as identified in this Statement of Work, the performance of such additional services may require a modification to the agreement, its ending date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following services to the Customer, Department of Early Childhood Development:

- BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®" Internet Services.
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start School;
- Network Infrastructure Management of the Department of Early Childhood Development
- PC Management of Computers and Servers, equipment cost is additional
- Filtered Internet access to Department of Early Childhood Development sites

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide first level support to Customer.
- Provide depot based warranty exchange services on all Customer owned equipment.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Responsible for first level support to all schools. OnSat shall provide all network infrastructure support to Customer through the designated Project Manager.
- "Train the Trainer" services for Department of Early Childhood Development specific software services. This includes development of video training services.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish information and data on Customer's operations, activities, and existing business procedures, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement of all new installations.
- Provide adequate workspace at each facility where Services will be performed.
- Provide OnSat engineers with needed security access to Customer's facilities during the performance of Services.
- On-site survey with highly focused personnel when a "Blue Stake" utilities survey of the antenna site is required. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: December 1, 2004

Service Start Date: Individual Department of Early Childhood Development Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004. The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1200 per year per site payable annually.
Network Infrastructure	Network Infrastructure management	\$180 per year per site payable annually.
Training	Computer support and software training services	\$180 per year per site payable annually.
		204 sites
Due upon acceptance of Statement of Work		11 Months less credit already paid
Services are Due at Service Start Date through the end of the Customer's Fiscal Year		\$318,240.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.

EXHIBIT "F"

**Contract No. 22243, Addendum No. 7, Head Start
Classroom Connectivity Addendum for November 1,
2005, through October 30, 2006, dated February 6,
2006**

AMENDMENT No. 7
 CONTRACT NO: C22243
 Modification to CONTRACT BUDGET

FOR THE PERIOD: **BEGINNING : November 1, 2005**
 ENDING : October 30, 2006

This Amendment Number Seven (7) for contract number C22243 between the DEPARTMENT OF EARLY CHILDHOOD DEVELOPMENT and ONSAT NETWORK COMMUNICATIONS, INC. increases the CONTRACT BUDGET in the amount of \$318,240. The original amount including subsequent modifications is \$1,302,296.20 and will be increased in this modification by \$318,240 for a revised total contract amount of \$1,620,536.20.

This Amendment Seven (7) is an extension of the services outlined in Addendum Six (6) for the period beginning November 1, 2005 to October 30, 2006.

The purpose of Addendum Number Seven (7) is to provide payment in Quarter allocations, ending October 30, 2006, for IT support and service.

Contract to be cost allocated in total to the following accounts:

Chinle	K060513-5610	\$ 68,893
Crownpoint	K060514-5610	\$ 62,499
Ft Defiance	K060515-5610	\$ 66,218
Shiprock	K060516-5610	\$ 58,653
Tuba City	K060517-5610	\$ 55,424
Central Adm	K060520-5610	<u>\$06,554</u>
	Total	\$318,240

PAYMENTS WILL BE MADE AS FUNDS BECOME AVAILABLE FROM THE FUNDING AGENCY AND AS BUDGETED FROM:

	K060513	K060514	K060515	K060516	K060517	K060520	
Payment	22%	20%	21%	18%	17%	2%	100%
1st Qtr	17,223	15,625	16,554	14,663	13,856	1,639	79,560
2nd Qtr	17,223	15,625	16,554	14,657	13,862	1,639	79,560
3rd Qtr	17,223	15,625	16,554	14,663	13,856	1,639	79,560
4th Qtr	17,223	15,625	16,554	14,663	13,856	1,639	79,560
Total	\$68,893	\$62,499	\$66,218	\$58,653	\$55,424	\$6,554	\$318,240

TOTAL OF MODIFICATION SEVEN (6): \$318,240

ORIGINAL CONTRACT AMOUNT: \$1,302,296.20

REVISED BUDGET AMOUNT TOTAL: \$1,620,536.20

THIS CONTRACT MODIFICATION IS SUBJECT TO FUNDS AVAILABILITY.

**UNDER THE GENERAL TERMS AND CONDITIONS OF C22243, DECD MAY
TERMINATE THE AGREEMENT WITH 30 DAYS WRITTEN NOTICE FOR
BREACH OF CONTRACT BECAUSE OF UNSATISFACTORY FULFILLMENT OF
CONTRACT OBLIGATIONS.**

**ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME AND
ENFORCED.**

OFFICE OF THE PRESIDENT and VICE-PRESIDENT

Division of Diné Education

Administration Office

THE NAVAJO NATION
WINDOW ROCK, ARIZONA 86515

SIGNATURE APPROVAL SHEET

NOV 2002

OFFICE: Dept of Early Childhood Development NAME: J. Nathan Boyce PHONE: 479-6811

COMMITTEE: _____

DOCUMENT: GrSet Modification 5767 DATE: 10-22-2002

TITLE/HEADING: _____ DOCUMENT: _____

Approving and supporting Modification Six (6) to C22543, Professional Services Contract between the Department of Early Childhood Development and GrSet Network Communications, Inc. The purpose of Modification Six (6) is to revise the Contract Budget by \$216,240, to be paid in Quarter Allocations of \$79,500. The term of this Budget Modification is November 01, 2002 to October 30, 2003. The new revised contract total will be

\$1,567,296

SURNAME

Program/Sponsor: J. Nathan Boyce, Dept. Director Date: _____

Division of Diné Education: [Signature] Date: _____

Office of The Controller: _____ Date: _____

Office of The Attorney General: _____ Date: _____

Office of The President: [Signature] Date: _____

Legislative Council: _____ Date: _____

Committee Chairperson/Speaker: _____ Date: _____

Date Signed: _____ No. of Signatures: _____

Disposition: _____ Initial: _____



THE NAVAJO NATION

Department of Early Childhood Development • P.O. Box 3479 • Window Rock, AZ
86503 • (928) 871-6902 & Fax (928)871-7866



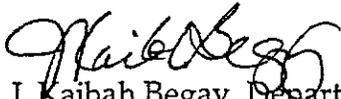
Joe Shirley, Jr.
PRESIDENT

Frank Dayish, Jr.
VICE-PRESIDENT

February 9, 2006

MEMORANDUM

TO: Patrick Sandoval, Chief of Staff
Office of the President and Vice President
THE NAVAJO NATION

FROM: 
J. Kaibah Begay, Department Manager
Department of Early Childhood Development
Department of Diné Education

SUBJECT: SAS # 2982 OnSat Modification #7.

The Department of Justice Request For Service advises that we address the OOC 5/19/5 # 1 comment before the execution of the amendment.

The OOC memo from Shirley Anne Rejdali, Accounting Supervisor is observant and is incorrect in her position that the Modification Number six (6) is \$1,069,056, in fact please look at the justification within Modification No. seven (7) Contract C222243 "On July 1, 2002..." and go to "The Amendment are as follows:" clearly outline the amount of each amendment #6 total to be at \$1,302,296.20 and by adding \$318,240 you have increased the overall amount to \$1,620,536.20

Ms Rejdali memo is written May 19, 2005, ten (10) months ago and since then, Purchase Department and Contract & Grants Sections / OMB have discovered that all the records to this contract were not consistent, therefore, a meeting was arranged and the balance was agreed upon.

Please contact Mr. Leo Morgan, Senior Contract Analyst or Ms. Arlene Logg, Principal Accountant should you have questions related to this amendment at extension 6902.

xc: Lavina Barton, Asst. Dept Mgr, DECD
Arlene Logg, Principal Accountant, DECD
Leo Morgan, Senior Contract Analyst, DECD
Raquel Casuse, Contract Analyst, DECD
File.

Contract C22243

On July 1, 2002 the Department of Early Childhood Development entered into an agreement with OnSat Network Communications, Inc. to build out Early Childhood's Communication Network. Phase One and Two of this overall, long term contract was based on the physical installation and training. The overall budget for the installation and training phases was listed at a total of \$1,000,000.

During Phases One and Two several specific contracts were entered into with OnSat. These contracts are referred to as Amendments. The Amendments are as follows:

<u>Addendum Number</u>	<u>Date</u>	<u>Amount</u>	<u>Begin Date</u>	<u>End Date</u>
Original	6/11/2002	\$ 224,898.00	6/1/2002	5/31/2005
Addendum 1	7/2/2002	\$ 314,060.00		
Addendum 2	9/10/2002	\$ 46,560.00		
Addendum 3	10/16/2002	\$ 109,640.00		
Addendum 3 (miss-numbered)	6/6/2003	\$ 116,400.00		
Addendum 4	6/17/2003	\$ 48,898.20		
Addendum 5	6/22/2004	\$ 123,600.00		
Addendum 6	1/14/2005	<u>\$ 318,240.00</u>		
Total		\$1,302,296.20		

Amendment 7 Amendment Number Seven (7) for contract number C22243 increases the contract budget in the amount of **\$318,240**. The original amount including subsequent modifications is \$1,302,296.20 and will be increased in this modification by \$318,240 for a revised total contract amount of \$1,620,536.20.

This Amendment Seven (7) is an extension of the services outlined in Addendum Six (6) for the period beginning **November 1, 2005 to October 30, 2006**.

The purpose of Addendum Number Seven (7) is to provide payment in Quarter allocations, ending October 30, 2006, for IT support and service.

Service Cost Per Quarter
\$79,560 X4 = \$318,240

Total Contract to Date is \$1,620,536.20

Total Amount to be paid before end of term, subject to the availability of funds, is \$984,056.20 plus the service part of the agreement beginning on 12/1/2004 and ending on 10/30/2006 of \$318,240 per year @ \$636,480 will bring the total contract to the above amount of \$1,620,536.20.

We relied on the original Navajo Business Regulatory Department's statement (copy attached hereto) and DOJ's statement (copy attached hereto) and the Sole Source Resolution by the Education Committee Number ECMY-34-02 to continue with the ongoing services.

Addendum 6 has been in place for over a year. The current budget request SAS Number 2982 is only to allow for payment of our existing obligation to pay for services that have and continue to be provided by our contractor. Please expedite the processing of this SAS.

UNDER THE GENERAL TERMS AND CONDITIONS OF C22243, DECD MAY TERMINATE THE AGREEMENT WITH 30 DAYS WRITTEN NOTICE FOR BREACH OF CONTRACT BECAUSE OF UNSATISFACTORY PERFORMANCE IN THE DELIVERY OF SERVICES AND/OR FULFILLMENT OF CONTRACT OBLIGATIONS.

AMENDMENT No. 7
CONTRACT NO: C22243
ATTACHMENTS

Attachments:

- A - Copy of signed and approved Modification 6 of C#22243
- B - Copy of Statement of Work - 5
- C - Copy of Head Start Policy Council Ruling in support of ONSAT Contract
- D - Copy of Resolution of Education Committee in support of Sole Source Agreement
- E - Copy of Sign-in sheet of bid participants on Head Start original contract
- F - Copy of Navajo Preference Clearance from Business Regulatory department
- G - Copy of DOJ Request for Services-outlining that the \$50,000 limit does not apply to sole source agreement
- H - Copy of Signature Approval Sheet for approval of Contract

EXHIBIT "G"

**Summary of Contract Addendums ONE through
SEVEN Contract C22243 Extending Contract for
Headstart through November 1, 2008**

**CONTRACT MODIFICATION NUMBERS ONE thru SEVEN
TO C22243
Should be Modifications to C22052
Extends contract through November 1, 2008
Department of Head Start**

Extends MASTER AGREEMENT through November 1, 2008.

Description of the Purposes of the different Agreements

The Head Start Technology Plan was implemented in 3 Phases. Phase One connected the Agencies. Phase Two connected the classrooms. Phase Three provided for the Ongoing service at the classrooms.

Phase One paid for the Cost of the equipment at each of the Agencies and then charged \$108,000 per year for ongoing connectivity at the Agencies. The equipment is owned by the Department. The bandwidth purchased by Head Start is 1 MB QOS Shared between the Agencies. Since the beginning of service the Agencies are using over 3 MB. OnSat has not raised the price of this service.

Phase Two implemented the connectivity at the classrooms. The equipment is owned by OnSat. The Department paid for the installation and ongoing connectivity service for every Classroom.

Phase Three is the ongoing connectivity for the classrooms. As part of the connectivity OnSat is providing service technicians at the agencies. Currently OnSat charges \$318,000 per year, paid quarterly for connectivity. While not specified in the SOW, OnSat is placing OnSat employees at every Agency office. As a note, OnSat pays employee costs of \$380,000 per year for the Navajo employees who support the agencies. This is not including the connectivity costs.

The attached US HHS Review Document states; *"This is a project that deserves to be studied and the lessons learned disseminated widely because of the implications for other rural programs in the United States and abroad."*

If there is anything that could be considered incorrect about this relationship, it's the low amount of money Head Start pays for the services it is receiving from OnSat.

EXHIBIT "H"

**Contract No. 22243, Contract for Head Start Phase
One, 6 Regional Offices, dated April 16, 2002**

PROFESSIONAL SERVICE CONTRACT

BETWEEN

**OnSat Network Communication, Inc
and
Navajo Nation Department of Head Start**

CONTRACT NO.: C22243

FOR THE PERIOD: BEGINNING : June 01, 2002
ENDING : May 31, 2005

PAYMENTS TO BE MADE FROM:

Phase I Account: 442500-442505, 44X500-44X505 - 4400/8210

Phase II Account: 442506-442510, 44X506-44X510 - 4400/8210

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$1,000,000.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

Statement of Work

Phase I
Phase II

Budget

Phase I
Phase II

Consultant Credential, License and references

SIGNATURES OF CONTRACT

FOR THE CONTRACT/CONSULTANT:

FOR THE NAVAJO NATION:

 5-16-2002
SIGNATURE DATE

 6/07/02
SIGNATURE DATE

David Stephens, CEO
OnSat Network Communication, Inc
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

Kelsey A. Begaye, President
The NAVAJO NATION
Post Office Box 3479
Window Rock, Arizona 86515-3479

Employer's Identification No.: 870618849

STATEMENT OF WORK

NAVAJO NATIONS DEPARTMENT OF HEAD START
PHASE ONE
6 Regional Offices

BCb

Prepared by:

David Stephens

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Leo Morgan Contract Compliance Manager 928-871-7482 928-871-7866 lmorgan86515@aol.com
Installation Address:	Navajo Nation Project Head Start Regional Offices

OnSat Information

Manager: Voice: Fax: E-mail:	Robert Van Durnen 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Ms. Terry Ewing 801-466-1688 801-466-5998 tewing@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each of 6 Regional Offices:

- BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®".
- Satellite transmission services between OnSat and each Regional Office;
- Caching services at each Regional Regional and OnSat site;
- *Filtered Internet access, digital video broadcast and receive services including video conferencing between the Regional Offices.*

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.

- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: May 1, 2001

Service Start Date: Individual Regional Offices will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Regional Office.

Term of Service:

The first of the month following such Service Start Date at each Regional Office shall be the start of the Term of Service. The Term of Service shall be 3 (three) years from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Satellite Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast and 1MB QOS Dedicated	\$9,000 per month payable annually by Customer fiscal year.
Equipment Purchase and Installation	BCb® Digital Equity Network digital IP satellite system per attached Quote #200202015	\$215,892.48
	Studio -On Demand Learning Broadcast Services - Additional	\$167.00 per hour
Totals (U.S. currency)		\$323,892.48
Due upon acceptance of Statement of Work		\$215,892.48
Services are Due at Service Start Date through the end of the Customer's Fiscal Year - Estimated to start May 1 thru August 31, 2002 then annually thereafter.		\$36,000.00

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS DEPARTMENT OF HEAD START ("PRIME CUSTOMER"), CONTRACT NUMBER 30023 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

End of Statement of Work

OnSat Network Communications

Date: April 9, 2002

Quote # 200202015

PRICE QUOTATION

To: Head Start Window Rock Cost for total of 6 sites	From: Kuen Damiano OnSat Network Communications 2749 E. Parley's Way Suite 320 Salt Lake City, Utah, 84109 801-466-1688 (TELEPHONE) 801-466-5998 (FACSIMILE) q@onsatnet.com (EMAIL)
---	--

Offer valid for 60 days. Terms and Conditions of this offer are attached to this quotation.
 All orders are subject to acceptance by OnSat. FOB factory unless otherwise stated.

PROJECT: Multiservice - 1.8m TX/RX antenna - Window Rock

MFGR.	ITEM	MODEL	QTY	PRICE	EXT'D
SATELLITE COMPONENTS					
	1.2 meter Prime Focus Feed TX/RX antenna/incld. Non-pen mount		0	742.00	-
	1.8 meter Prime Focus Feed TX/RX antenna/incld. Non-pen mount		6	965.00	5,790.00
	2.4 meter Prime Focus Feed TX/RX antenna/incld. Non-pen mount		0	2,592.00	-
	DAMA Chassis		6	4,452.00	26,712.00
	Ku Band External 4 Watt Amplifier		6	7,133.00	42,798.00
	Broadcast Studio Upgrade		6	5,250.00	31,500.00
	IFL Cabling		6	106.25	637.50
	Power Supply		0	4,500.00	-
	Satellite Data Modem		6	8,433.00	50,598.00
	RF Integration Materials - TX/RX	Custom	6	876.00	5,256.00
	Voice Channel Unit		0	3,316.25	-
	Subtotal				163,291.50
NETWORK COMPONENTS					
OnSat	Caching, Proxy and Routing Server	PCRACCV01	6	4,428.75	26,572.50
	Ethernet 10/100 BASE-T Switch	EB-10	6	766.44	4,598.64
APC	Smart-UPS 700 RM	SU700RMNET	6	434.44	2,606.64
OnSat	Equipment Racks	CUSTOM	0	1,014.84	-
OnSat	Cabling, misc. connectivity	CUSTOM	6	207.20	1,243.20
	Subtotal				35,020.98
DESIGN/INTEGRATION					
OnSat	IN-PLANT INTEGRATION		24	120.00	2,880.00
OnSat	DOCUMENTATION		6	120.00	720.00
OnSat	SYSTEMS SUPERVISOR		6	120.00	720.00
	Estimated Design/Integration Subtotal	TBD by site and configuration			4,320.00
SERVICE PRICING					
OnSat	Monthly Rate per Site for a total of 1 MB of Satellite and Internet Connectivity		6	1,500.00	9,000.00
OnSat	Hourly Rate for Optional Digital Video Broadcast		0	167.00	-

EXHIBIT "I"

Chapter Satellite Usage Reports

Exhibit "I-1"

Example of Shiprock Chapter Usage Statistics

IP_Minute Stats
Shiprock chapter

timestamp	DID	tx_tcp_max	tx_udp_max	rx_tcp_max	rx_udp_max
20070310123700	5028597	0	0	0	0.272
20070311121600	5028597	0	0	0	0.272
20070311121700	5028597	0	0	0	0.272
20070311121800	5028597	0	0	0	0.272
20070311121900	5028597	0	0	0	0.272
20070311122000	5028597	0	0	0	0.272
20070311122100	5028597	0	0	0	0.272
20070311122200	5028597	0	0	0	0.272
20070312112100	5028597	209.416	0.101	85.55	0.336
20070312112200	5028597	327.349	0.528	115.772	0.581
20070312112300	5028597	174.064	0.101	50.424	0.336
20070312112400	5028597	157.264	1.044	62.96	0.737
20070312112500	5028597	29.809	0.08	34.623	0.336
20070312112600	5028597	174.922	0.182	96.142	0.401
20070312112700	5028597	141.239	0.177	58.563	0.396
20070312112800	5028597	30.385	0.156	14.238	0.458
20070312112900	5028597	172.859	0.925	74.944	0.931
20070312113000	5028597	121.457	0.101	60.615	0.336
20070312113100	5028597	239.477	0	97.475	0.272
20070312113200	5028597	100.687	0.088	42.717	0.344
20070312113300	5028597	212.745	0.076	70.164	0.332
20070312113400	5028597	38.821	0	34.782	0.272
20070312113500	5028597	345.213	1.003	116.608	0.939
20070312113600	5028597	14.386	0	42.788	0.272
20070312113700	5028597	261.596	1.075	110.773	1.058
20070312113800	5028597	44.781	0.202	51.29	0.4
20070312113900	5028597	282.311	0.076	121.294	0.332
20070312114000	5028597	108.876	0	68.604	0.272
20070312114100	5028597	184.727	0.482	101.2	0.75
20070312114200	5028597	107.251	0.232	63.87	0.456
20070312114300	5028597	367.462	0.202	116.194	0.4
20070312114400	5028597	153.666	0	68.062	0.272
20070312114500	5028597	131.811	0.908	58.153	0.855
20070312114600	5028597	39.266	0.075	35.075	0.483
20070312114700	5028597	142.518	0.953	60.08	0.715
20070313111900	5028597	0	0	0	0.272
20070313112000	5028597	0	0	0	0.272
20070313112100	5028597	43.463	2.386	7.86	1.616
20070313112200	5028597	16.603	0.748	5.732	0.79
20070313112300	5028597	78.27	1.203	14.767	1.267
20070313112400	5028597	19.842	0	9.256	0.272
20070313112500	5028597	18.959	0	7.462	0.272
20070313112600	5028597	52.163	0.19	14.238	0.509
20070313112700	5028597	19.612	0.182	8.186	0.422
20070313112800	5028597	27.074	0	11.507	0.272
20070313112900	5028597	20.445	0	6.929	0.272
20070313113000	5028597	15.664	0.622	7.266	0.592

IP_Minute Stats
Shiprock chapter

20070313113100	5028597	200.922	1.051	29.44	0.965
20070313113200	5028597	46.457	0	12.953	0.272
20070313113300	5028597	2323.821	5.903	52.972	2.857
20070313113400	5028597	1.524	0.224	2.786	0.4
20070313113500	5028597	71.287	1.555	22.302	1.225
20070313113600	5028597	152.382	0.16	7.234	0.4
20070313113700	5028597	0.08	0	0	0.272
20070313113800	5028597	0	0	0	0.272
20070313113900	5028597	0	0	0	0.272
20070313114000	5028597	61.822	0.433	176.88	0.527
20070313114100	5028597	112.767	1.727	21.235	0.984
20070313114200	5028597	132.193	4.264	33.621	2.304
20070313114300	5028597	61.579	2.021	16.794	1.174
20070313114400	5028597	4.243	0.342	7.745	0.516
20070313114500	5028597	100.954	4.286	28.139	2.261
20070313114600	5028597	1907.879	22.262	123.402	12.691
20070313114700	5028597	6.564	0	7.268	0.272
20070313114800	5028597	0.38	0.159	0.68	0.347
20070313114900	5028597	27.313	1.992	21.211	1.482
20070313115000	5028597	530.146	0.238	14.975	0.473
20070313115100	5028597	30.165	0.254	4.681	1.357
20070313115200	5028597	0.6	0.063	0.6	0.398
20070313115300	5028597	0.12	0	0.12	0.272
20070313115400	5028597	0	0	0	0.272
20070313115500	5028597	0	0	0	0.272
20070314110500	5028597	0	0	0	0.272
20070314110600	5028597	0	0	0	0.272
20070314110700	5028597	0	0	0	0.272
20070314110800	5028597	0	0	0	0.272
20070314110900	5028597	0	0	0	0.272
20070314111000	5028597	0	0	0	0.272
20070314111100	5028597	0	0	0	0.272
20070314111200	5028597	0	0	0	0.272
20070314111300	5028597	0	0	0	0.272
20070314111400	5028597	0	0	0	0.272
20070314111500	5028597	0	0	0	0.272
20070314111600	5028597	0	0	0	0.272
20070314111700	5028597	0	0	0	0.272
20070314111800	5028597	0.088	0.339	0.176	0.612
20070314111900	5028597	34.845	1.044	7.407	0.626
20070314112000	5028597	0.24	0	0.32	0.272
20070314112100	5028597	0	0	0	0.272
20070314112200	5028597	0	0	0	0.272
20070314112300	5028597	0	0	0	0.272
20070314112400	5028597	0	0.075	0	0.483
20070314112500	5028597	0	0	0	0.272
20070314112600	5028597	0	0	0	0.272
20070314112700	5028597	0	0	0	0.272

IP_Minute Stats
Shiprock chapter

20070314112800	5028597	0	0	0	0.272
20070314112900	5028597	0	0	0	0.272
20070314113000	5028597	0	0	0	0.272
20070314113100	5028597	0	0	0	0.272
20070314113200	5028597	0	0	0	0.272
20070314113300	5028597	0	0	0	0.272
20070314113400	5028597	0	0	0	0.272
20070314113500	5028597	134.136	0	0.12	0.272
20070314113600	5028597	175.784	0	21.56	0.272
20070314113700	5028597	25.184	0	19.28	0.272
20070314113800	5028597	0	0	0	0.272
20070314113900	5028597	0	0	0	0.272
20070314114000	5028597	0	0	0	0.272
20070314114100	5028597	0	0	0	0.272
20070314114200	5028597	0	0	0	0.272
20070314114300	5028597	0	0	0	0.272
20070314114400	5028597	0	0.336	0.24	0.486
20070314114500	5028597	0	0	0.16	0.272
20070314114600	5028597	0	0	0.6	0.272
20070315111900	5028597	0	0	0	0.272
20070315112000	5028597	0	0	0	0.272
20070315112100	5028597	0	0	0	0.272
20070315112200	5028597	0	0	0	0.272
20070315112300	5028597	0	0	0	0.272
20070315112400	5028597	0	0	0	0.272
20070315112500	5028597	0	0	0	0.272
20070315112600	5028597	0	0	0	0.272
20070315112700	5028597	0	0	0	0.272
20070315112800	5028597	0	0	0	0.272
20070315112900	5028597	0	0.081	0	0.337
20070315113000	5028597	0	0	0	0.272
20070315113100	5028597	0	0	0	0.272
20070315113200	5028597	0	0	0	0.272
20070315113300	5028597	0	0	0	0.272
20070315113400	5028597	0	0	0	0.272
20070315113500	5028597	0	0	0	0.272
20070315113600	5028597	0	0	0	0.272
20070315113700	5028597	0	0	0	0.272
20070315113800	5028597	0	0	0	0.272
20070315113900	5028597	0	0	0	0.272
20070315114000	5028597	0	0	0	0.272
20070315114100	5028597	0	0	0	0.272
20070315114200	5028597	0	0	0	0.272
20070315114300	5028597	0	0	0	0.272
20070315114400	5028597	0	0.336	0.3	0.486
20070315114500	5028597	0	0	0.1	0.272
20070315114600	5028597	0	0	0.66	0.272
20070315114700	5028597	0	0	0.14	0.272

IP_Minute Stats
Shiprock chapter

20070315114800	5028597	2.475	0.378	3.713	0.524
20070315114900	5028597	0	0	0.04	0.272
20070315115000	5028597	0	0	0	0.272
20070315115100	5028597	0	0.162	0	0.402
20070315115200	5028597	0	0.081	0	0.337
20070315115300	5028597	0	0	0	0.272
20070315115400	5028597	0	0	0	0.272
20070315115500	5028597	0	0	0	0.272
20070315115600	5028597	0	0	0	0.272
20070315115700	5028597	0	0	0	0.272
20070315115800	5028597	0	0	0	0.272
20070315115900	5028597	0	0	0	0.272
20070315120000	5028597	0	0	0	0.272
20070315120100	5028597	0	0	0	0.272
20070315120200	5028597	0	0	0	0.272
20070315120300	5028597	0	0	0	0.272
20070315120500	5028597	0	0	0	0.204
20070315120600	5028597	0	0	0	0.272
20070315120800	5028597	0	0	0	0.272
20070315120900	5028597	0	0	0	0.204
20070315121000	5028597	0	0	0	0.34
20070315121200	5028597	0	0	0	0.272
20070315121300	5028597	0	0.081	0	0.535
20070315121400	5028597	0	0	0	0.272
20070315121500	5028597	0	0	0	0.272
20070315121600	5028597	0	0	0	0.272
20070315121800	5028597	0	0	0	0.34
20070315122000	5028597	0	0	0	0.136
20070315122100	5028597	0	0	0	0.272
20070315122200	5028597	0	0	0	0.272
20070315122400	5028597	0	0	0	0.34
20070315122500	5028597	0	0	0	0.204
20070315122600	5028597	0	0	0	0.204
20070315122700	5028597	0	0	0	0.408
20070315122900	5028597	0	0	0	0.204
20070315123000	5028597	0	0	0	0.136
20070315123200	5028597	0	0	0	0.272
20070315123300	5028597	0	0	0	0.272
20070315123400	5028597	0	0.081	0	0.201
20070315123600	5028597	0	0	0	0.34
20070315123700	5028597	0	0	0	0.204
20070315123800	5028597	0	0	0	0.272
20070315124000	5028597	0	0	0	0.272
20070315124200	5028597	0	0	0	0.34
20070315124300	5028597	0.132	0.264	0.264	0.401
20070315124400	5028597	0	0.222	0.4	0.699
20070315124500	5028597	0	0	0.22	0.34
20070315124700	5028597	0	0	0.38	0.204

IP_Minute Stats
Shiprock chapter

20070315124800	5028597	2.475	0.378	3.282	0.456
20070315124900	5028597	0	0	0	0.34
20070315125000	5028597	0	0	0	0.204
20070315125200	5028597	0	0	0	0.408
20070316131300	5028597	186.732	2.565	59.347	1.482
20070316131400	5028597	169.934	0.364	51.667	0.551
20070316131600	5028597	289.976	1.015	147.598	0.719
20070316131700	5028597	381.55	1.431	50.101	1.025
20070316131800	5028597	190.545	0.793	21.835	0.845
20070316132000	5028597	65.035	0.634	7.999	0.843
20070316132100	5028597	108.319	2.646	28.252	1.697
20070316132200	5028597	134.02	0.43	44.337	0.518
20070316132300	5028597	104.501	0	24.401	0.204
20070316132500	5028597	9.406	0.894	2.05	0.682
20070316132600	5028597	1157.129	1.254	66.749	1.324
20070316132700	5028597	3526.94	0	51.917	0.204
20070316132800	5028597	21.593	0	5.273	0.272
20070316132900	5028597	310.736	0.378	23.323	0.418
20070316133100	5028597	155.594	4.053	55.241	2.075
20070316133200	5028597	37.031	1.071	20.316	0.651
20070316133300	5028597	188.144	0.987	20.912	0.724
20070316133500	5028597	0.24	0.264	0.24	0.401
20070316133600	5028597	141.912	4.007	31.764	2.106
20070316133700	5028597	613.87	3.5		

Exhibit "I-2"

Example of White Rock Chapter Usage Statistics

IP_minute Stats
Whiterock Chapter

timestamp	DID	tx_tcp_max	tx_udp_max	rx_tcp_max	rx_udp_max
20070310123700	5027330	0	0	0.1	0.272
20070311121600	5027330	0	0	0	0.272
20070311121700	5027330	0	0	0	0.272
20070311121800	5027330	0	0	0	0.272
20070311121900	5027330	0	0	0	0.272
20070311122000	5027330	0	0	0	0.272
20070311122100	5027330	0	0	0	0.272
20070311122200	5027330	0	0	0	0.272
20070312112100	5027330	0	0	0	0.272
20070312112200	5027330	0	0	0	0.272
20070312112300	5027330	0	0	0	0.272
20070312112400	5027330	177.888	0	0.24	0.272
20070312112500	5027330	368.76	0	30.12	0.272
20070312112600	5027330	116.832	0	45.6	0.272
20070312112700	5027330	5.96	0	5.96	0.272
20070312112800	5027330	0	0	0	0.272
20070312112900	5027330	0	0	0	0.272
20070312113000	5027330	0	0	0	0.272
20070312113100	5027330	0	0	0	0.272
20070312113200	5027330	0	0	0	0.272
20070312113300	5027330	0	0	0	0.272
20070312113400	5027330	0	0	0	0.272
20070312113500	5027330	0	0.241	0.24	0.419
20070312113600	5027330	0	0	0.16	0.272
20070312113700	5027330	0	0	0.6	0.272
20070312113800	5027330	0	0	0.2	0.272
20070312113900	5027330	2.475	0.11	3.349	0.335
20070312114000	5027330	0	0	0.04	0.272
20070312114100	5027330	0	0	0	0.272
20070312114200	5027330	0	0	0	0.272
20070312114300	5027330	0	0	0	0.272
20070312114400	5027330	0	0	0	0.272
20070312114500	5027330	0	0	0	0.272
20070312114600	5027330	0	0	0	0.272
20070312114700	5027330	0	0	0	0.272
20070313111900	5027330	0	0	0	0.272
20070313112000	5027330	0	0	0	0.272
20070313112100	5027330	0	0	0	0.272
20070313112200	5027330	0	0	0	0.272
20070313112300	5027330	0	0	0	0.272
20070313112400	5027330	0	0	0	0.272
20070313112500	5027330	0	0	0	0.272
20070313112600	5027330	0	0	0	0.272
20070313112700	5027330	0	0	0	0.272
20070313112800	5027330	0	0	0	0.272
20070313112900	5027330	0	0	0	0.272
20070313113000	5027330	0	0	0	0.272

IP_minute Stats
Whiterock Chapter

20070313113100	5027330	0	0	0	0.272
20070313113200	5027330	0	0	0	0.272
20070313113300	5027330	0	0	0	0.272
20070313113400	5027330	0	0	0	0.272
20070313113500	5027330	0	0	0	0.272
20070313113600	5027330	0	0.241	0.36	0.419
20070313113700	5027330	0	0	0.28	0.272
20070313113800	5027330	0	0	0.52	0.272
20070313113900	5027330	0	0	0.28	0.272
20070313114000	5027330	2.475	0.11	3.149	0.335
20070313114100	5027330	0	0	0	0.272
20070313114200	5027330	0	0	0	0.272
20070313114300	5027330	0	0	0	0.272
20070313114400	5027330	0	0	0	0.272
20070313114500	5027330	0	0	0	0.272
20070313114600	5027330	0	0	0	0.272
20070313114700	5027330	0	0	0	0.272
20070313114800	5027330	0	0	0	0.272
20070313114900	5027330	0	0	0	0.272
20070313115000	5027330	0	0	0	0.272
20070313115100	5027330	0	0	0	0.272
20070313115200	5027330	0	0	0	0.272
20070313115300	5027330	0	0	0	0.272
20070313115400	5027330	0	0	0	0.272
20070313115500	5027330	0	0	0	0.272
20070314110500	5027330	0	0	0	0.272
20070314110600	5027330	0	0	0	0.272
20070314110700	5027330	0	0	0	0.272
20070314110800	5027330	0	0	0	0.272
20070314110900	5027330	0	0	0	0.272
20070314111000	5027330	0	0	0	0.272
20070314111100	5027330	0	0	0	0.272
20070314111200	5027330	0	0	0	0.272
20070314111300	5027330	0	0	0	0.272
20070314111400	5027330	0	0	0	0.272
20070314111500	5027330	0	0	0	0.272
20070314111600	5027330	0	0	0	0.272
20070314111700	5027330	0	0	0	0.272
20070314111800	5027330	0	0	0	0.272
20070314111900	5027330	0	0	0	0.272
20070314112000	5027330	0	0	0	0.272
20070314112100	5027330	0	0	0	0.272
20070314112200	5027330	0	0	0	0.272
20070314112300	5027330	63.72	0	0.12	0.272
20070314112400	5027330	202.04	0	11.48	0.272
20070314112500	5027330	66.44	0	26.84	0.272
20070314112600	5027330	2.52	0	2.52	0.272
20070314112700	5027330	0	0	0	0.272

IP_minute Stats
Whiterock Chapter

20070314112800	5027330	0	0	0	0.272
20070314112900	5027330	0	0	0	0.272
20070314113000	5027330	0	0	0	0.272
20070314113100	5027330	0	0	0	0.272
20070314113200	5027330	0	0	0	0.272
20070314113300	5027330	0	0	0	0.272
20070314113400	5027330	0	0	0	0.272
20070314113500	5027330	0	0.241	0.24	0.419
20070314113600	5027330	0	0	0.16	0.272
20070314113700	5027330	0	0	0.6	0.272
20070314113800	5027330	0	0	0.2	0.272
20070314113900	5027330	2.475	0.11	3.349	0.335
20070314114000	5027330	0	0	0.04	0.272
20070314114100	5027330	129.424	0	0.16	0.272
20070314114200	5027330	178.12	0	20.68	0.272
20070314114300	5027330	27.176	0	20.12	0.272
20070314114400	5027330	0	0	0	0.272
20070314114500	5027330	0	0	0	0.272
20070314114600	5027330	0	0	0	0.272
20070315111900	5027330	0	0	0	0.272
20070315112000	5027330	0	0	0	0.272
20070315112100	5027330	0	0	0	0.272
20070315112200	5027330	0	0	0	0.272
20070315112300	5027330	0	0	0	0.272
20070315112400	5027330	0	0	0	0.272
20070315112500	5027330	0	0	0	0.272
20070315112600	5027330	0	0	0	0.272
20070315112700	5027330	0	0	0	0.272
20070315112800	5027330	0	0	0	0.272
20070315112900	5027330	0	0	0	0.272
20070315113000	5027330	0	0	0	0.272
20070315113100	5027330	0	0	0	0.272
20070315113200	5027330	0	0	0	0.272
20070315113300	5027330	0	0	0	0.272
20070315113400	5027330	0	0	0	0.272
20070315113500	5027330	0	0.114	0.12	0.499
20070315113600	5027330	0	0	0.24	0.272
20070315113700	5027330	0	0	0.46	0.272
20070315113800	5027330	0	0	0.34	0.272
20070315113900	5027330	0.121	0.11	0.55	0.335
20070315114000	5027330	2.394	0	3.017	0.272
20070315114100	5027330	0	0	0	0.272
20070315114200	5027330	0	0	0	0.272
20070315114300	5027330	0	0	0	0.272
20070315114400	5027330	0	0	0	0.272
20070315114500	5027330	0	0	0	0.272
20070315114600	5027330	0	0	0	0.272
20070315114700	5027330	0	0	0	0.272

IP_minute Stats
Whiterock Chapter

20070315114800	5027330	0	0	0	0.272
20070315114900	5027330	0	0	0	0.272
20070315115000	5027330	0	0	0	0.272
20070315115100	5027330	0	0	0	0.272
20070315115200	5027330	0	0	0	0.272
20070315115300	5027330	0	0	0	0.272
20070315115400	5027330	0	0	0	0.272
20070315115500	5027330	0	0	0	0.272
20070315115600	5027330	0	0	0	0.272
20070315115700	5027330	0	0	0	0.272
20070315115800	5027330	0	0	0	0.272
20070315115900	5027330	0	0	0	0.272
20070315120000	5027330	0	0	0	0.272
20070315120100	5027330	0	0	0	0.272
20070315120200	5027330	0	0	0	0.272
20070315120300	5027330	0	0	0	0.272
20070315120500	5027330	0	0	0	0.204
20070315120600	5027330	0	0	0	0.272
20070315120800	5027330	0	0	0	0.272
20070315120900	5027330	0	0	0	0.204
20070315121000	5027330	0	0	0	0.34
20070315121200	5027330	0	0	0	0.272
20070315121300	5027330	0	0	0	0.34
20070315121400	5027330	0	0	0	0.272
20070315121500	5027330	0	0	0	0.272
20070315121600	5027330	0	0	0	0.272
20070315121800	5027330	0	0	0	0.34
20070315122000	5027330	0	0	0	0.136
20070315122100	5027330	0	0	0	0.272
20070315122200	5027330	0	0	0	0.272
20070315122400	5027330	0	0	0	0.34
20070315122500	5027330	0	0	0	0.204
20070315122600	5027330	0	0	0	0.204
20070315122700	5027330	0	0	0	0.408
20070315122900	5027330	0	0	0	0.204
20070315123000	5027330	0	0	0	0.136
20070315123200	5027330	0	0	0	0.272
20070315123300	5027330	0	0	0	0.272
20070315123400	5027330	0	0	0	0.136
20070315123600	5027330	0	0.241	0.24	0.487
20070315123700	5027330	0	0	0.42	0.204
20070315123800	5027330	0	0	0.34	0.272
20070315124000	5027330	2.176	0	3.019	0.272
20070315124200	5027330	0	0	0	0.34
20070315124300	5027330	0	0	0	0.272
20070315124400	5027330	0	0	0	0.408
20070315124500	5027330	0	0	0	0.34
20070315124700	5027330	0	0	0	0.204

IP_minute Stats
Whiterock Chapter

20070315124800	5027330	0	0	0	0.204
20070315124900	5027330	0	0	0	0.34
20070315125000	5027330	0	0	0	0.204
20070315125200	5027330	0	0	0	0.408
20070316131300	5027330	0	0	0	0.272
20070316131400	5027330	0	0	0	0.204
20070316131600	5027330	0	0	0	0.272
20070316131700	5027330	0	0.156	0	0.342
20070316131800	5027330	28.038	1.892	7.501	1.103
20070316132000	5027330	0.16	0	0.16	0.272
20070316132100	5027330	0	0	0	0.272
20070316132200	5027330	0	0	0	0.272
20070316132300	5027330	0	0	0	0.204
20070316132500	5027330	13.674	1.145	10.215	0.836
20070316132600	5027330	0.16	0.224	0.16	0.405
20070316132700	5027330	11.166	1.246	10.982	0.877
20070316132800	5027330	0.08	0	0.08	0.272
20070316132900	5027330	0	0	0	0.272
20070316133100	5027330	0	0	0	0.272
20070316133200	5027330	1.744	0	0.04	0.204
20070316133300	5027330	0.08	0	0.08	0.204
20070316133500	5027330	0	0	0	0.272
20070316133600	5027330	0	0.241	0.36	0.419
20070316133700	5027330	0	0	0.28	0.272
20070316133800	5027330	0	0	0.16	0.272
20070316133900	5027330	1.255	0.11	0.776	0.335
20070316134100	5027330	2.603	0.326	3.441	0.324
20070316134200	5027330	6.869	0.255	2.079	0.462
20070316134300	5027330	1.54	0.369	1.383	0.632
20070316134500	5027330	0.04	0	0.08	0.272
20070316134600	5027330	0	0	0	0.204
20070316134700	5027330	16.388	0.41	10.89	0.542
20070316134900	5027330	13.534	0.25	1.057	0.406
20070316135000	5027330	143.829	0.468	25.417	0.645
20070316135100	5027330	112.352	0.26	35.104	0.408
20070316135200	5027330	6.093	0	5.247	0.272
20070316135400	5027330	603.532	0.667	21.701	0.458
20070316135500	5027330	30.898	0.246	33.574	0.559
20070316135600	5027330	0.404	0	0.763	0.272
20070316135700	5027330	103.515	0	2.356	0.272
20070316135800	5027330	100.793	0	2.102	0.204
20070316135900	5027330	209.8	0	16.984	0.272
20070316140100	5027330	111.352	0	13.382	0.272
20070316140200	5027330	260.286	0	4.951	0.272
20070316140300	5027330	593.598	0	10.225	0.272
20070316140500	5027330	0.04	0	0	0.272
20070316140600	5027330	0	0	0	0.272
20070316140700	5027330	0	0	0	0.204

IP_minute Stats
Whiterock Chapter

20070316140800	5027330	0	0	0	0.272
20070316140900	5027330	0	0	0	0.272
20070316141000	5027330	0	0	0	0.272
20070316141100	5027330	0	0	0	0.34
20070316141200	5027330	0	0	0	0.272
20070316141400	5027330	0	0	0	0.272
20070316141500	5027330	0	0	0	0.272
20070316141700	5027330	0.124	0.263	0.523	0.341
20070316141900	5027330	0	0	0	0.136
20070316142100	5027330	0	0	0	0.272
20070316142200	5027330	0	0	0	0.34
20070316142300	5027330	312.471	0	8.997	0.272
20070316142400	5027330	166.321	0.491	10.992	0.394
20070316142600	5027330	5.214	0	5.026	0.272
20070316142700	5027330	15.095	0	0.28	0.136
20070316142800	5027330	1723.046	0	27.084	0.272
20070316142900	5027330	1882.17	0	26	0.204
20070316143100	5027330	0.08	0	0.12	0.204
20070316143200	5027330	18.401	0	1.878	0.272
20070316143300	5027330	0.04	0	0.08	0.272
20070316143400	5027330	0	0	0	0.34
20070316143500	5027330	0	0.241	0.3	0.351
20070316143700	5027330	0	0	0.46	0.34
20070316143800	5027330	0	0	0.28	0.272
20070316144000	5027330	0	0.11	0.16	0.335
20070316144100	5027330	0	0	0	0.408
20070316144200	5027330	0	0	0	0.272
20070316144400	5027330	0	0	0	0.34
20070316144500	5027330	0	0	0	0.068
20070316144600	5027330	0	0	0	0.204
20070316144800	5027330	0	0	0	0.272
20070316144900	5027330	0	0	0	0.34
20070316145200	5027330	0	0	0	0.204
20070316145300	5027330	0	0	0	0.34
20070316145500	5027330	0	0	0	0.34
20070316145600	5027330	0	0	0	0.34
20070316145800	5027330	0	0	0	0.272
20070316145900	5027330	0	0	0	0.272
20070316150000	5027330	0.472	0.076	1.19	0.4
20070316150200	5027330	1.888	0	1.827	0.34
20070316150300	5027330	2.432	0	2.54	0.204
20070316150500	5027330	2.208	0	2.898	0.34
20070317114300	5027330	0	0	0	0.272
20070317114400	5027330	0	0	0	0.204
20070317114500	5027330	0	0	0	0.272
20070317114600	5027330	0	0	0	0.272
20070317114700	5027330	0	0	0	0.272
20070317114900	5027330	0	0	0	0.272

IP_minute Stats
Whiterock Chapter

20070317115000	5027330	0	0	0	0.272
20070317115100	5027330	0	0	0	0.272
20070317115200	5027330	0	0	0	0.272
20070317115300	5027330	0	0	0	0.272
20070317115400	5027330	0	0	0	0.272
20070317115500	5027330	0	0	0	0.272
20070317115600	5027330	0	0	0	0.272
20070317115700	5027330	0	0	0	0.272
20070317115800	5027330	0	0	0	0.272
20070317120000	5027330	0	0	0	0.272
20070317120100	5027330	0	0	0	0.272
20070317120200	5027330	0	0	0	0.272
20070317120300	5027330	0	0	0	0.34
20070317120400	5027330	0	0	0	0.34
20070317120600	5027330	0	0	0	0.272
20070317120700	5027330	0	0	0	0.272
20070317120800	5027330	0	0	0	0.20

EXHIBIT "J"

Special Diabetes Program Supporting Documents

Exhibit "J-1"

Pages from the Special Diabetes Program Website

NAVAJO NATION SPECIAL DIABETES PROJECT



COMMUNITY DIVISION OF HEALTH
PO BOX 1390
WINDOW, AZ 86515
(928) 871-6532

Ya 'at eeh, welcome to our new site!

Home	The Navajo Nation Special Diabetes Project has sponsored events throughout the Navajo Nation to promote and educate the general public on the Navajo reservation about the ill effects of diabetes. Special Diabetes Project has sponsored events such as: Native Foods Expos, 5K Run and Walks, Exercise Expos, Live Radio Remotes, and Televised Educational Events.
Values	
Objectives	
History	
Newsletters	Native Food Expos consist of nutritionist demonstrating how to prepare native foods in a healthy way and health education technicians providing blood and glucose screenings to all those who attended these events. Community Health Workers along with Recreation Specialists hosted 5K Run and Walks throughout the Navajo Nation. With the help of Health Educators and Training Instructors all events were broadcasted through live radio remotes and displayed in local newspapers via ads. Radio and Televised Commercials were also broadcasted on local radio and television stations. The mass media production produced by the Navajo Nation Special Diabetes Project has opened the eyes of the community through positive messages about the importance of family and friends caring for one another and helping each other day to day fight the battle of diabetes.
Photo Gallery	
Contact Staff	
Community Calendar	
Diabetes	

NAVAJO NATION
SPECIAL DIABETES PROJECT



PO BOX 1390
WINDOW, AZ 86515
(928) 871-6532

Ya 'at eeh, welcome to our new site!

- Home
- Values
- Objectives
- History
- Newsletters
- Photo Gallery
- Contact Staff
- Community Calendar
- Diabetes

Core Values

The Core values of the Navajo Special Diabetes Project are sensitive to the Dine' philosophy of l'ina (life), and are in reverence for traditional ways of the Dine' People.

- Respect for tradition & spirituality
- Honor Ke' (kinship) & Family
- Commit to accountability & efficiency
- Live in health & wellness
- Achieve, share knowledge & education
- Communicate with positive attitudes

NAVAJO NATION
SPECIAL DIABETES PROJECT



PO BOX 1390
WINDOW AZ 86515
(928) 871-6532

Ya 'at eeh, welcome to our new site!

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[Objectives](#)

[History](#)

[Newsletters](#)

[Photo Gallery](#)

[Contact Staff](#)

[Community Calendar](#)

[Diabetes](#)

Program Objectives

- Prevent Diabetes in children & adolescence
- Increase early diagnosis through diabetes screening efforts
- Assist health facilities to provide comprehensive diabetes education & treatment to patients with diabetes
- Address the emotional needs of clients by providing support groups
- Develop culturally relevant & educational materials for use in client education
- Develop mechanism for collecting & analyzing community based data on health, nutrition, physical activity, and diabetes
- Increase & promote physical activities and exercise with all age groups

NAVAJO NATION SPECIAL DIABETES PROJECT



PO BOX 1398
WINDOW, AZ 86515
(328) 871-6532

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- Home
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- Newsletters
- Photo Gallery
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- Diabetes

The Navajo Nation Special Diabetes Project (NSDP) was established in June 1999 to promote healthy life-style changes to reduce and prevent diabetes on the Navajo Nation. It is a federally funded program from the Balanced Budget Act of 1997.

The Balanced Budget Act of 1997 appropriated funding to address prevention and treatment of diabetes and related complications of diabetes in Native Americans and Alaskan Natives. NSDP developed innovative and culturally-appropriate prevention and intervention programs to assist the Indian Health Service, tribal government, and urban-Indian health program efforts. The Navajo Nation conducted public hearings to provide community and health service providers the opportunity for input on the use of federal diabetes funding. The Navajo Area Diabetes Planning Group consisted of the Navajo area Indian Health Service, the Division of Health, and the Navajo Nation. This group was established to determine distribution, methodology, and eligibility of grants.

Navajo Special Diabetes Project supports the following programs: Comprehensive School Health Program, Wellness on Wheels Mobile Unit, Wellness Centers, Consolidated Community Fitness Program, Mass Media and Materials Development, Traditional Education, Standardization of Diabetes Terminology, Diabetes and Community Worker Program, Management and Treatment of Diabetes and Diabetes Related Complications.

The Navajo Special Diabetes Project started with ten employees and has grown to more than fifty employees. Employees consist of traditional counselors, nutrition educators, training instructors, health education technicians, nutritionists, community health workers and nurses. NSDP staff provides awareness and education through health, fitness, and nutrition activities, events, screenings, home visits and training available to the Navajo public. Vision of NSDP is to work towards "Hòzhòogo lina," building a healthy environment, sustainability, collaborating and communicating wellness.

NAVAJO NATION SPECIAL DIABETES PROJECT



PO BOX 1390
WINDOW, AZ 86515
(928) 871-6532

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- Diabetes

Navajo Nation Special Diabetes Project

Our Mission

To promote healthy, dietary management and increase awareness about Diabetes and it's related health complications on the Navajo Nation. To provide community interaction, fitness, and educational activities, and disseminate information directly to the communities, to decrease the risk and incidence of Diabetes. Navajo Nation Special Diabetes Project provides on-going wellness and fitness activities throughout the Navajo Nation, with people of all ages.



One of many Special Diabetes public events

Navajo Nation Special Diabetes Project
Contact Website Administrator
P.O. Box 1390
Window Rock, AZ 86515



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NAVAJO NATION
SPECIAL PROJECT



PO BOX 1390
WINDOW, AZ 86510
(928) 871-6532

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[Community Calendar](#)

[Diabetes](#)

Special Diabetes Quarterly Newsletters

12/1/2005

Winter Quarterly Newsletter

9/1/2005

Fall Quarterly Newsletter

NAVAJO NATION
SPECIAL

PROJECT



PO BOX 1370
WINDOW AZ 86515
(928) 871 6533

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- Community Calendar
- Diabetes

Special Diabetes Photo Gallery



CHW screening



CHW with man and boy screening



CHW with woman

1 of 1 Pages

Exhibit "J-2"

**E-Mail from RealTime Sites with Dates for Establishment
Of the Special Diabetes Program Domain and Web Site**

James Fitting

From: Dave Stephens [dave@onsatnet.com]
Sent: Wednesday, June 06, 2007 10:22 PM
To: James Fitting; 'James E. Fitting'
Subject: FW: Special Diabetes

From: Steve Schroeder [mailto:Steve@RealTimeSites.com]
Sent: Wednesday, June 06, 2007 7:23 PM
To: 'Dave Stephens'
Subject: RE: Special Diabetes

Dave,
We show the domain was created on 10/7/04 and the website on 9/9/05

Let me know if you need anything else.
Steve

From: Dave Stephens [mailto:dave@onsatnet.com]
Sent: Wednesday, June 06, 2007 7:55 AM
To: Steve Schroeder
Subject: Special Diabetes

Steve,
Can you look at these pages and confirm their creation date?

The web page is <http://www.nnspecialdiabetesproject.org/default.asp?DomName=nnspecialdiabetesproject.org>

We are having a billing issue with Navajo and need to have you confirm the date this webpage was created. I would really appreciate if you could do this today.
Thanks, Dave

Exhibit "J-3"

**OnSat Invoice for Establishment of the Special
Diabetes Program Website**



Navajo Nation Education Center
 Suite 219b Morgan Blvd.
 Window Rock AZ 86515
 Phone: (928) 871-3389

INVOICE

NAME/ADDRESS	Date	Invoice No.
Special Diabetes Project Ray Lewis P.O. Box 1300 Window Rock AZ 86515 Phone: 928-729-4497		MI-1014-001
		Project
		Package C Website

Item	Description	Qty	Rate	Total
Website Development	Package C: Professional Customized Home Page	1	170.00	170.00
	*25 Email Accounts		<i>In Kind</i>	
additional	Virus Spam Protection for 25 email accounts	25	25.00	625.00
	*Professional Customized Home Page		<i>In Kind</i>	
	*Webpage with photos		<i>In Kind</i>	
	*Webpage with access to other department links		<i>In Kind</i>	
	*Media files (video files)		<i>In Kind</i>	
	*Posting of Public Informaiton (data content)		<i>In Kind</i>	
	*Word content		<i>In Kind</i>	
	*Connection to the NN Website page - NN Directory -			
	*Voice Audio (Speeches, "Approved" Music)		<i>In Kind</i>	
	*Video Play / Video Audio (Updates available per a fee)		<i>In Kind</i>	
Website Update & training	Update for website development (Sr. Webmaster) 3hr per month	36	50.00	1,800.00
Connectivity	Professional website Package hosting	12	40.00	480.00
	Website setup and registration (1 website registration)	1	346.00	346.00
Subtotal	Subtotal			3,421.00
Tax	Navajo Nation Sales Tax 3%			102.63

Please make Check payable to **OnSat**
 P.O. Box 981855 Park City UT 84098

TOTAL

\$3,523.63

EXHIBIT "K"

Head Start Computers

Exhibit "K-1"

**HEADSTART COMPUTERS WITH SERIAL NUMBERS
FROM ONSAT RECORDS FOR 2002-2003**

Exhibit K-1

**HEADSTART COMPUTERS WITH SERIAL NUMBERS
FROM ONSAT RECORDS FOR 2002-2003**

Office	Desktops	Laptops	Total
Chinle	43	26	69
Crownpoint	43	?	43
Fort Defiance	35	?	35
Shiprock	58	22	80
Tuba City	65	?	65
Window Rock	?	19	19
"From Central"	?	48	48
TOTAL	244	115	359

Note: Special Review States that Head Start has only 286 computers.

Exhibit "K-2"

**LIST OF CHINLE HEAD START DESKTOPS
WITH SERIAL NUMBERS**

chinleDECD_workStations

fName	lName	presentUse	presentUse	presentUse	presentUse	serviceArea	center	Hom	login	Note
Center Staff		01-01-2002		(928) 697-5569		SA4	Chilchinbeto			
Caroline		01-01-2002		(928) 674-2157		SA1	Chinle Valley Center			
Teachers		01-01-2002	Teachers	(928) 787-2367		SA5	Round Rock I			
Teachers		01-01-2002	Teachers	(928) 787-2367		SA5	Round Rock II			
Teachers		01-01-2002	Teachers	(928) 658-3212		SA4	Dennehotso I			
Teachers		01-01-2002	Teachers	(928) 658-3212		SA4	Dennehotso II			
Teachers		01-01-2002				SA4	Many Farms I			
Teachers		01-01-2002		(928) 781-6381		SA4	Many Farms II			
		mm-dd-yy				SA4	Many Farms H/B			
Teachers		01-01-2002		(928) 755-5904		SA2	Nazlini			
Teachers		01-01-2002		(928) 309-7716		SA2	Blue Gap I			
Teachers		01-01-2002		(928) 309-7716		SA2	Blue Gap II			
Sherlene	Klain	01-01-2002		(928) 725-3737		SA3	Whippoorwill H/B			
Staff		01-01-2002		(928) 725-3506		SA3	Whippoorwill Office			
Teachers		01-01-2002		(928) 725-3704		SA2	Low Mountain II			
Teachers		01-01-2002		(928) 725-3704		SA2	Low Mountain I			
Roberta	Yazzie	01-01-2002	Ed Specialist			SA4	Many Farms Office			
Deana		01-01-2002	Teacher As	(928) 674-2311		SA1	Chinle Center I-A			
Teachers		01-01-2002	Teachers	(928) 674-2311		SA1	Chinle Center I-B			
Teachers		01-01-2002	Teachers	(928) 674-2311		SA1	Chinle Center I-C			
Teachers		01-01-2002	Teachers	(928) 674-2311		SA1	Chinle Center I-D			
HB Teachers		01-01-2002	Teachers	(928) 674-2311		SA1	Chinle I H/B			
Elaine	Hickman	01-01-2002	Teacher	(928) 787-2505		SA5	Lukachukai I			
Phyllis	Bochinclon	01-01-2002	Teacher	(928) 787-2505		SA5	Lukachukai II			
Rena	Ben	01-01-2002	Teacher			SA5	Dine College			
Delphine	Gatewood	01-01-2002	Teacher	928-724-2209		SA5	Dine College			
		mm-dd-yy				SA5	Del Muerto I			
Teachers		01-01-2002	Teachers	(928) 674-2137		SA5	Del Muerto II			
Jane		01-01-2002	Teacher	(928) 725-3291		SA2	Cottonwood			
Teacher		01-01-2002		(928) 781-3616		SA4	Many Farms III			
Staff		01-01-2002				SA3	Whippoorwill			
Miranda	Davis	07-01-2003	Office Spec	928-674-2310		Agency				
Receptionist	Receptionist	07-01-2003		928-674-2141		Agency				
Lavina	Leonard	07-01-2003	Office Assi	928-674-2142		Agency				
Marlene	Hoskie	07-01-2003	Program ar	928-674-2141		Agency				
Aurelia (Or	Tsosie	07-01-2003	Administrat	928-674-2151		Agency				
Elrita	Harvey	07-01-2003	Accounting	928-674-2355		Agency				
Lavine	Blackmoun	07-01-2003	Disabilities	928-674-2146		Agency				
Cyrus	Donald	07-01-2003	Senior Edu	928-674-2312		Agency				
Phyllis	Begay	07-01-2003	Senior Acc	928-674-2149		Agency				
Jimmie	Attakai	07-01-2003	Program M	928-674-21jimmie_atta		Agency				
Mora	Morris	07-01-2003	Office Assi	928-674-2148		Agency				
Tech	Tech	07-01-2003	IST	928-674-2141		Agency				
Nelson	Charley	07-01-2003	Senoir Proj	928-674-2153		Agency				
Thomasita		02-28-2003	Teacher	928-724-2214		SA5	DC-EHS			

Exhibit "K-3"

**LIST OF CHINLE HEAD START LAPTOPS
WITH SERIAL NUMBERS**

chinleDECD_laptops

laptopID	dateOfInve	priorityList	laptopStat	laptopLocation	makeLapto	modelLaptr	serialCL	serialPnnLaptop	serialLaptop
1	07-27-2004		In Repair	Factory Repai	Gateway	600YG2	CL 104	DOHS/197-0211747	0029525422
2	08-06-2004		Working	IST Office	Gateway	600YG2	NONE	DOHS/197-0211747	0029525408
3	08-06-2004		Working	IST Office	Gateway	600YG2	CL 115	DOHS/197-0211279	0029384134
4	08-06-2004		Working	IST Office	Gateway	600YG2	CL 114	DOHS/197-0211279	0029384148
6	08-06-2004	1-Change	Working	IST Office	Gateway	600YG2	NONE	DOHS/197-0211279	0029384130
7	08-06-2004	1-Change	Working	IST Office	Gateway	600YG2	CL 118	DOHS/197-0211279	0029384141
8	08-06-2004	1-Change	Working	Field	Gateway	600YG2	CL 106	DOHS/197-0211747	0029525406
9	08-31-2004		Working	Field	Gateway	600yg2	CL 113		0029384125
10	09-01-2004		Working	Field	Gateway	600yg2	CL 111	dohs/197-0211279	0029384119
11	08-01-2004		Working	Field	Acer	Travelmate	na	194725	9141q01jr5140001d9k000
13	09-01-2004		Working	Field	Acer	Travelmate	na	200-0194780	9141q01bs5205007cck000
14	09-02-2004		Working	Field	Sony	vio r505	na	194438	283317303700952
15	09-07-2004		Working	Field	Gateway	600yg2	CL 122	dohs 197-0211279	0029384130
16	09-07-2004		Working	Field	Acer	Travelmate	na	200-0194780	9141q01b35205000c9k000
17	09-10-2004		Working	Field	Acer	Travelmate	na	200-0194780	9141q01bs5205007d5k000
18	09-15-2004		Working	Field	Gateway	600yg2	CL 125	dohs 197-0211747	0029525429
19	09-17-2004		Working	Field	Gateway	600yg2	CL 110	dohs 197-0211279	0029384114
20	10-01-2004		Working	Field	Sony	pcg-r505jlk	CL 126	na	na
21	10-18-2004		Working	Field	Acer	Travelmate	na	200-0194780	9141q01bs5205007
22	mm-dd-yyy	LT from ce	Working	Field	Gateway	600yg2	CL 121		0029384120
23	11-15-2004	Louise Cha	Working	Field	Acer	Travelmate	na	194780	9141q017k514000263k000
24	11-17-2004		Working	Field	Acer	Travelmate	CL 128	200-0194780	9141q01bs52050007b5k000
25	12-21-2004		Working	Field	Acer	Travelmate	CL 128a	194780	9141q01jr5140001d0k000
26	02-03-2005		Working	Field	Gateway	600yg2	CL 123	dohs/197-0211747	0029525434

Exhibit "K-4"

**LIST OF CROWNPOINT HEAD START DESKTOPS
WITH SERIAL NUMBERS**

Crownpoint

No.	Location	CPU Serial No.	Monitor Serial No.	
1	pinedale 1	0028781190		
2	Thorough	0028781150		
3	Becenti	0028781184		
4	Smith Lake	0028781194		
5	Indian Village	0028781192		
6	Torreon 1	0028781182		
7	Crownpoint 3	0028781193		
8	Jones Ranch	0028781157		
9	Lake Valley	0028781196		
10	ED Spec Agency	0029476630		
11	Torroen 2	0028799012		
12	Forrest Lake 2	0029476631		
13	Stading Rock	0028781165		
14	Red Rock 2	0029476643		
15	Crownpoint 1	0028781187		
16	Baca 1	0029476635		
17	Tohajilee	0028799014		
18	Mariano Lake	0028781208		
19	Adahozhoni	0029476661		
20	Bread Springs	0028781169		
21	Chichiltah	0028781155		
22	Casamero Lake	0028781181		
23	Twin Buttes	0028799011		
24	Pindale 2	0028781154		
25	Crownpoint 2	0028799007		
26	Coyote Canyon	0029505655		
27	Haystack	0028781151		
28	Baca Field Site	0029476658		
29	Baca 2	0028781156		
30	Service Area 3	0029476652		
31	Church Rock1	0029364370		
32	Ojo Encino	0028781176		
33	Church Rock	0028781167		
34	Dalton Pass	0028781158		
35	Service Area 4	0029505707		
36	Service Area 2 FSC	0029505713		
37	Perea	0028781149		
	Rehoboth	0029476621		
	Service Area 5	0029476660		
	Little Water	0028781160		
		0029476655		
	Service Area 2 FSC	0029476657		
	Service Area 3	0029476619		

Exhibit "K-5"

**LIST OF FORT DEFIANCE HEAD START COMPUTERS
WITH SERIAL NUMBERS**

Fort Defiance Centers

No.	Location	CPU Serial No.	Monitor Serial No.	
1	Jeddito 1	0028909043		
2	Rural 2	0029505664		
3	Rural 1	0028799021		
4	Klagetoh 1	0028799002		
5	Manuelito	0028909039		
6	Cornfields	0028798998		
7	Rock Springs 2	0029505656		
8	Ganado 2	0028799017		
9	Houck	0028909033		
10		0028799017		
11	Rock Springs 1	0029505699		
12	Mex Springs	0028909044		
13	Steamboat 2	0029505720		
14	Lupton	0028799004		
15	St Mikes 2	0028799000		
16	Klagetoh 2	0028798997		
17	Teesto	0028909036		
18	Greasewood	0028909030		
19	Kinlichee	0028799023		
20	Ft Defiance 2	0029505723		
21	Ganado 3	0029505724		
22	Jeddito 2	0028798996		
23	Steamboat 1	0028909034		
24	Wide Ruins	0029505686		
25	Sawmill	0028909035		
26	Crystal	0028799025		
27	Ft Defiance 1	0029505722		
28	Twin Lakes 1	0028909045		
29	Twin Lakes 2	0029505704		
30	Oak Springs	0028799022		
31	Red Lake	0029505721		
32	Tohatchi 2	0029505700		
33	Tsayatoh	0028909032		
34	Indian Well	0028909040		
35	Tohatchi 1	0029505689		

Exhibit "K-6"

**LIST OF SHIPROCK HEAD START COMPUTERS
WITH SERIAL NUMBERS**

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

SERIAL NO	DESCRIPTION OF EQUIPMENT	MODEL NO	COND	LOCATION
	AGENCY OFFICE			
MUL8007B0018085	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Program Manager II-Donna Begay
0029476656	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B453777	1-Keyboard GATEWAY	SK9921	NEW	
HCA24510319	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212435	2-Speakers BOSTON	BA745	NEW	
QB0235341457	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018114	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Program Project Specialist
29476629	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	Rachel James
B453988	1-Keyboard GATEWAY	SK9921	NEW	
HCA24234838	1-Mouse w/Pac GATEWAY	M-S69	NEW	
212485	2-Speakers BOSTON	BA745	NEW	
QB0235341514	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018001	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Office Specialist-Juanita Brooks
29476614	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418574	1-Keyboard GATEWAY	SK9921	NEW	
HCA24509980	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212440	2-Speakers BOSTON	BA745	NEW	
QB0235142144	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0017997	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Senior Accountant II-Roselyn Johnson
29476644	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B415927	1-Keyboard GATEWAY	SK9921	NEW	
HCA24509076	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212469	2-Speakers BOSTON	BA745	NEW	
QB0235142199	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018011	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Building Maintenance Supervisor-H.Pete
29476623	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418527	1-Keyboard GATEWAY	SK9921	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

HCA24510617 212441	1-Mouse w/Pad GATEWAY	M-869	NEW	
QB0235142048	2-Speakers BOSTON	BA745	NEW	
	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0045589 29364377	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Fleet Coordinator-Leroy Shirley
B419547	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000	NEW	
HCA24503547 208729	1-Keyboard GATEWAY	SK9921	NEW	
QB0232143125	1-Mouse w/Pad GATEWAY	M-869	NEW	
	2-Speakers BOSTON	BA745	NEW	
	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0045593 29364374	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Property Supervisor-Raymond Cambridge
B414840	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000	NEW	
HCA24502504 208719	1-Keyboard GATEWAY	SK9921	NEW	
QB0232142827	1-Mouse w/Pad GATEWAY	M-869	NEW	
	2-Speakers BOSTON	BA745	NEW	
	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0045569 29364373	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Office Assistant-Shawn Begay
B419554	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000	NEW	
HCA24503574 208728	1-Keyboard GATEWAY	SK9921	NEW	
QB0232142718	1-Mouse w/Pad GATEWAY	M-869	NEW	
	2-Speakers BOSTON	BA745	NEW	
	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0045592 2936469	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Office Assistant-Lavonne Benally
B419461	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000	NEW	
HCA24503514 208730	1-Keyboard GATEWAY	SK9921	NEW	
QB0232142834	1-Mouse w/Pad GATEWAY	M-869	NEW	
	2-Speakers BOSTON	BA745	NEW	
	1-Battery Back-up APS	BP650S	NEW	
	HEAD START CENTERS			

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

MUL8007A0000211	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Aneth-Sarah Rockwell
28722753	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A957726	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
109033	2-Speakers BOSTON	BA745	NEW	
QB0230132829	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000215	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Beclabito-Betty Mason
28722754	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A897028	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
109034	2-Speakers BOSTON	BA745	NEW	
QB0230133390	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000387	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Carson-Linda Tsosie
28722755	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952324	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
109035	2-Speakers BOSTON	BA745	NEW	
QB0230231851	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000418	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Counselor I-Sue Martinez
28722756	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952623	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
109044	2-Speakers BOSTON	BA745	NEW	
QB0232144219	1-Battery Back-up APS	BP650S	NEW	
MUL08007A0000421	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Counselor II-Lucy Atencio
28722757	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A957667	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
109047	2-Speakers BOSTON	BA745	NEW	
QB0232144224	1-Battery Back-up APS	BP650S	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

MUL8007A0000474	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Cove-Marie Joe
28722758	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A897133	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
132938	2-Speakers BOSTON	BA745	NEW	
QB0232144236	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000478	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Cudei-LaPrincess Kady
28722759	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A957322	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
133154	2-Speakers BOSTON	BA745	NEW	
QB0232241172	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000479	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Hogback I-Lena Begay
28722760	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A897029	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
133169	2-Speakers BOSTON	BA745	NEW	
QB0232241285	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000485	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Hogback II-Ella Beauvais
28722761	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A957671	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
133217	2-Speakers BOSTON	BA745	NEW	
QB0232241340	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000507	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Mexican Water-Minnie Eldridge
28722762	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A957206	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
133219	2-Speakers BOSTON	BA745	NEW	

DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003

QB0232241409	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0000526	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Nageezi I-Mary Castillo
28722763	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952622	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
138848	2-Speakers BOSTON	BA745	NEW	
QB0232340871	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009186	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Nageezi II-Emily Beyale
28722764	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952512	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
138852	2-Speakers BOSTON	BA745	NEW	
QB0232340997	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009187	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Naschitti-Darlene Thomas
28722765	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952515	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
138853	2-Speakers BOSTON	BA745	NEW	
QB0232341043	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009189	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Nenahnezad I-Louise Wadsworth
28722766	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952580	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
138923	2-Speakers BOSTON	BA745	NEW	
QB0232341105	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009191	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Nenahnezad II-Charlene Daukei
28722767	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952513	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

138924	2-Speakers BOSTON	BA745	NEW	
QB0232341107	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009253	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Newcomb-Tony Silentman
28722768	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952584	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
138934	2-Speakers BOSTON	BA745	NEW	
QB0232341122	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009254	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Red Mesa-Cecelia Tapaha
28722769	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A893993	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139904	2-Speakers BOSTON	BA745	NEW	
QB0232341134	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009256	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Red Valley-Janice Begay
28722770	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
A952586	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139910	2-Speakers BOSTON	BA745	NEW	
QB0232341160	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009257	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Sanostee-Charlotte Charleston
28776346	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B043247	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139911	2-Speakers BOSTON	BA745	NEW	
QB0232341172	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009158	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Sheepsprings-Melissa Benally
28776346	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B043247	1-Keyboard GATEWAY	SK9921	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

139912	1-Mouse w/Pad GATEWAY		NEW	
	2-Speakers BOSTON	BA745	NEW	
QB0232341193	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009259	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Shiprock I-Darlene Paul
28781159	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B039174	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139913	2-Speakers BOSTON	BA745	NEW	
QB0232341209	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009260	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Shiprock II-Fermina Blackwater
28781161	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B039375	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139914	2-Speakers BOSTON	BA745	NEW	
QB0232341215	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009262	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Shiprock III-Mary L. Murphy
28781168	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B037850	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139918	2-Speakers BOSTON	BA745	NEW	
QB0232341304	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009263	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Office Specialist - Miranda Coolidge
28781173	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B037851	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139919	2-Speakers BOSTON	BA745	NEW	
QB0232341309	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009264	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Sweetwater-Ruby Begay
28781178	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

B039479	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139920	2-Speakers BOSTON	BA745	NEW	
QB0232341319	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009265	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Tecnospos-Pearl Ben
28781180	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B039412	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139921	2-Speakers BOSTON	BA745	NEW	
QB0232341322	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009266	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Two Grey Hills-Linda Smiley
28781188	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B037901	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139926	2-Speakers BOSTON	BA745	NEW	
QB0232341324	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009267	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Upperfruitland I-Cheryl Palmer
28781199	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B037856	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139934	2-Speakers BOSTON	BA745	NEW	
QB0235241263	1-Battery Back-up APS	BP650S	NEW	
MUL8007A0009267	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	Upperfruitland II-Heather Ellison
28781199	1-CPU Tower GATEWAY	(GM)ATXAEGLX2E6000	NEW	
B037856	1-Keyboard GATEWAY	SK9921	NEW	
	1-Mouse w/Pad GATEWAY		NEW	
139934	2-Speakers BOSTON	BA745	NEW	
QB0235241263	1-Battery Back-up APS	BP650S	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

DISTRICT OFFICES				
MUL8007B0018092	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District I-Lavonne Benally
29476620	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418568	1-Keyboard GATEWAY	SK9921	NEW	
HCA24510679	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212445	2-Speakers BOSTON	BA745	NEW	
QB0235341558	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018015	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District II-Virginia Barney
29476612	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418573	1-Keyboard GATEWAY	SK9921	NEW	
HCA24509955	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212473	2-Speakers BOSTON	BA745	NEW	
QB0235241225	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018081	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District III-Dorothy Toledo
29476613	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418607	1-Keyboard GATEWAY	SK9921	NEW	
212451	1-Mouse w/Pad GATEWAY	M-S69	NEW	
QB0235142197	2-Speakers BOSTON	BA745	NEW	
	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018005	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District IV-Donis Harrison
29476619	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418571	1-Keyboard GATEWAY	SK9921	NEW	
HCA24509904	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212405	2-Speakers BOSTON	BA745	NEW	
QB0235341670	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018016	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District V-Marilyn Billey
29476618	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B418606	1-Keyboard GATEWAY	SK9921	NEW	
HCA24509917	1-Mouse w/Pad GATEWAY	M-S69	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

212455	2-Speakers BOSTON	BA745	NEW	
QB0235142157	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018087	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District VI-Katherine Charles
29476647	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B286224	1-Keyboard GATEWAY	SK9921	NEW	
HCA24510191	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212446	2-Speakers BOSTON	BA745	NEW	
QB0235341435	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0018012	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	District VII-Tim Blackwater
29476655	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B454000	1-Keyboard GATEWAY	SK9921	NEW	
HCA24510332	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212468	2-Speakers BOSTON	BA745	NEW	
QB0235341424	1-Battery Back-up APS	BP650S	NEW	
ADDITIONAL COMPUTERS				
MUL8007B0016675	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-045 District I FSL Office
29505672	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B378966	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
207553	2-Speakers BOSTON	BA745	NEW	
QB0235341530	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0014371	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-046 District II FSL Office
29505692	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B378966	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
2128992	2-Speakers BOSTON	BA745	NEW	
QB0235341470	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0016671	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-047 District III FSL Office

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

29505654	1-CPU Tower GATEWAY	(GM)ATXA EGLX3E6000P04	NEW	
B375435	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212770	2-Speakers BOSTON	BA745	NEW	
QB0235341519	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0017788	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-048 District IV FSL Office
29505659	1-CPU Tower GATEWAY	(GM)ATXA EGLX3E6000P04	NEW	
B377065	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212903	2-Speakers BOSTON	BA745	NEW	
QB235341761	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0016677	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-049 District V FSL Office
29505667	1-CPU Tower GATEWAY	(GM)ATXA EGLX3E6000P04	NEW	
B376849	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
207515	2-Speakers BOSTON	BA745	NEW	
QB0235341978	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0017813	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-050 District VI FSL Office
29505660	1-CPU Tower GATEWAY	(GM)ATXA EGLX3E6000P04	NEW	
B375434	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
207526	2-Speakers BOSTON	BA745	NEW	
QB0235341498	1-Battery Back-up APS	BP650S	NEW	
MUL8007B007803	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-051 District VII FSL Office
29505652	1-CPU Tower GATEWAY	(GM)ATXA EGLX3E6000P04	NEW	
B375432	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
213135	2-Speakers BOSTON	BA745	NEW	
QB0235341130	1-Battery Back-up APS	BP650S	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

MUL8007B0017825	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-052
29595770	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	Accounting Technician-Ella Begay
B315361	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
207519	2-Speakers BOSTON	BA745	NEW	
QB0235142054	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0016676	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-053
29505710	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	Information System Technician
B379098	1-Keyboard GATEWAY	SK9921	NEW	Richard Morgan
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
217534	2-Speakers BOSTON	BA745	NEW	
QB0235142172	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0016655	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-054 Education Coordinator
29505673	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B319099	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
217539	2-Speakers BOSTON	BA745	NEW	
QB0235142085	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0014374	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-055 Building Maintenance I
29505653	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B375061	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
212807	2-Speakers BOSTON	BA745	NEW	
QB0235341856	1-Battery Back-up APS	BP650S	NEW	
MUL8007B0017808	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-056 Warehouseman II
29505703	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B375447	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
213136	2-Speakers BOSTON	BA745	NEW	
QB0235241209	1-Battery Back-up APS	BP650S	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

MUL8007B0017804	1-Monitor 18" LCD Screen GATEWAY	FPD-1830	NEW	NUMBER-057 Temporary Office Assistant
29505702	1-CPU Tower GATEWAY	(GM)ATXAEGLX3E6000P04	NEW	
B375695	1-Keyboard GATEWAY	SK9921	NEW	
7004055	1-Mouse w/Pad GATEWAY	M-S69	NEW	
213331	2-Speakers BOSTON	BA745	NEW	
QB0235142094	1-Battery Back-up APS	BP650S	NEW	
	HOMEBASE			
28726618	Laptop GATEWAY	600YGR	NEW	San Juan Homebase-Laverne Lasater
	Speakers	SBS3613	NEW	
	Mouse	M-UR69	NEW	In Office 8/6/03
	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384151	Laptop Gateway	600YG2	NEW	Senior Accountant-Roselyn Johnson
SW036B3179031483	Speakers	SBS3613	NEW	Left it at home 8/6/03
L2B24452005	Mouse	M-UR69	NEW	
GYB02440678	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384133	Laptop Gateway	600YG2	NEW	Upperfruitland Homebase-Genevieve Bee
SW036133179035408	Speakers	SBS3613	NEW	In Office 8/6/03
LZB24452081	Mouse	M-UR69	NEW	
	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384124	Laptop Gateway	600YG2	NEW	Shiprock Homebase I-Nancy Nih
SW036B3179046858	Speakers	SBS3613	NEW	In Office 8/6/03
LZB24452027	Mouse	M-UR69	NEW	
GYB02440264	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384116	Laptop Gateway	600YG2	NEW	Sheepsprings Homebase-Joann Miller
SW036B3179035402	Speakers	SBS3613	NEW	In Office 8/6/03
LZB24452031	Mouse	M-UR69	NEW	
GYB02440200	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

29384138	Laptop Gateway	600YG2	NEW	Naschitti Homebase-Lillie Denetdale
SW036B3179031487	Speakers	SBS3613	NEW	In Office 8/6/03
LZB24452023	Mouse	M-UR69	NEW	
GYB02440261	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384145	Laptop Gateway	600YG2	NEW	Property Supervisor
SW036B3179046873	Speakers	SBS3613	NEW	Raymond Cambridge
LZB24452089	Mouse	M-UR69	NEW	
GYB02440586	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	In Ella's Possession 8/6/03
29384146	Laptop Gateway	600YG2	NEW	(A) Program Manager
SW036B3179037495	Speakers	SBS3613	NEW	Rachel James
LZB24452094	Mouse	M-UR69	NEW	Presumed in possession on Leave 8/6/03
GYB02440302	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384157	Laptop Gateway	600YG2	NEW	Shiprock Homebase II-Mae Begay
SW036B3179026636	Speakers	SBS3613	NEW	Not turned in 8/6/03
LZB24453272	Mouse	M-UR69	NEW	
GYB02240207	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384137	Laptop Gateway	600YG2	NEW	Ojo Amarillo Homebase-Rebecca Yazzie
SW036B3179037493	Speakers	SBS3613	NEW	In Office 8/6/03
LZB24452054	Mouse	M-UR69	NEW	
GYB02440275	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384123	Laptop Gateway	600YG2	NEW	Needs to be repaired Broken Down
SW036B3179046875	Speakers	SBS3613	NEW	Stolen from Ft. Defiance after misrouted
LZB24452058	Mouse	M-UR69	NEW	
GYB02440192	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
29384113	Laptop Gateway	600YG2	NEW	Information System Technician-
SW036B3179031499	Speakers	SBS3613	NEW	Richard Morgan
	Mouse	M-UR69	NEW	In Office 8/6/03

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

	Battery Rechargeable (Sanyo Battery)	3UF103450P-2-QC-18A	NEW	
	ADDITIONAL LAPTOP			
29525418	Laptop GATEWAY 012	600YG2	NEW	Accounting Clerk II Ela Begay
LNA24646487	Mouse GATEWAY	M-UR69	NEW	
SW036B3189040211	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	Presumed in possession on Leave 8/6/03
GYB02440010	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
29525455	Laptop GATEWAY 013	600YG2	NEW	Office Specialist
LNA24646479	Mouse GATEWAY	M-UR69	NEW	Juanita Brooks
SW036B3189040204	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	Presumed in possession on Leave 8/6/03
GYB02440736	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
29525438	Laptop GATEWAY 014	600YG2	NEW	FSC District III
LNA24646467	Mouse GATEWAY	M-UR69	NEW	Holly Holyan
SW036B3189036635	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	Checked out 8/6/03
GYB02440014	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
29525464	Laptop GATEWAY 015	600YG2	NEW	not assigned
LNA24646428	Mouse GATEWAY	M-UR69	NEW	
SW036B3189029419	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	
GYB02440797	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	In Office 8/6/03
	Laptop bag w/shoulder hanger Black		NEW	
29525435	Laptop GATEWAY 016	600YG2	NEW	not assigned
LNA24646436	Mouse GATEWAY	M-UR69	NEW	
SW036B3189029425	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	In Office 8/6/03
GYB02440796	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	

**DEPARTMENT OF HEAD START
SHIPROCK AGENCY
NEW GATEWAY COMPUTER 2003**

29525448	Laptop GATEWAY 017	600YG2	NEW	Building Maintenance Supervisor
LNA24646469	Mouse GATEWAY	M-UR69	NEW	Harold Pete
SW036B3189040183	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	Presumed possession
GYB02440023	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
29525449	Laptop GATEWAY 018	600YG2	NEW	Not assigned
LNA24646454	Mouse GATEWAY	M-UR69	NEW	
SW036B3189040504	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	
GYB02440012	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
A7054F01FR01B	AC Adapter GATEWAY	SA80T-3115	NEW	
29525450	Laptop GATEWAY 019	600YG2	NEW	Program Manager
LNA24646421	Mouse GATEWAY	M-UR69	NEW	Leonard Francisco Jr.
SW036B3189040497	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	In Office 8/6/03
GYB02440735	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
29525459	Laptop GATEWAY 020	600YG2	NEW	Leonard Redhorse Jr.
LNA24646443	Mouse GATEWAY	M-UR69	NEW	
SW036B3189015868	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	In Office 8/6/03
GYB02440094	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	
	Laptop bag w/shoulder hanger Black		NEW	
29525425	Laptop GATEWAY 021	600YG2	NEW	District VII Timothy Blackwater
LNA24646424	Mouse GATEWAY	M-UR69	NEW	
SW036B3189040496	Speakers CAMBRIDGE SOUNDWORKS	SBS36B	NEW	
GYB02440168	Battery Rechargeable (SANYO BATTERY)	3UF103450P-2-QC-18A	NEW	Not turned in 8/6/03
	Laptop bag w/shoulder hanger Black		NEW	

Exhibit "K-7"

**LIST OF TUBA CITY HEADSTART DESKTOPS
WITH SERIAL NUMBERS**

Tuba City Agency

Aervice Area 1	0029505671
Birdsprings	0028781179
Cameron	0028781200
Edward Wallace	0029505660
Evangeline Nez	00295955691
Fleet	0029505668
Francis P. Begaye	0029505658
Gap 1	0028781170
Gap 2	Need To Contact
Gedova Begay	0029505694
Ida Martin	0029595648
Inscription House 1	0028781203
Inscription House 2	0029505657
IST Office	0028781174
IST Office	0028781183
IST Office	0028781206
IST Office	0029505695
IST Office	0029595695
IST Office	0029595729
IST Office-CowSprings	0028781206
IST Office-TC Agency	0029505729
IST Office-Tolani Lake	0028781174
Jennifer Tullie	0029595676
Juanita Bankroft	0029595701
Julia Nez	0029505712
Kaibeto	0028781198
Katherine Mike	0029595666
Kayenta 1	0028781171
Kayenta 2	0028781205
Kayenta 3	0028781171
Kayenta 4	0029505684
Kayenta 5	0028781177
Kayenta HB	0028781205
Lavernda Whitehair	0029505677
Lechee 1	0029505726
Lechee 2	0028781170
Lechee 3	0028781201
Leupp 1	0028781162
Leupp 2	Need To Contact
Levi Riggs	0029595712
Lorraine Rapheal	0029505691
May Franklin	0029595694
Navajo Mountain	0028781207
Oljato	0028781204
Raven Sloan	0029505648
Receptionist	0029505676
Server	219750.00794358038aq
Service Area 2	0029505661
Service Area 3	0029505711
Service Area 4	0029505697

Service Area 5	0029505678
Shonto 1	0028781179
Shonto 2	0028781185
Tonalea 1	0028781186
Tonalea 2	0029505708
Trudy George	0029595705
Tuba City 1	0028781148
Tuba City 2	0028781195
Tuba City 3	Need To Contact
Tuba City 4	0028781172
Tuba City 5	Need To Contact
Tuba City 6	0028781189
Tuba City 7	0028781152
Tuba City HB	0028781197
Vacant	0029595709

Exhibit K-8"

**LIST OF WINDOW ROCK HEAD START COMPUTERS
WITH SERIAL NUMBERS**

HOMEBASE

28726618	Laptop GATEWAY Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YGR SBS3613 M-UR69	San Juan HB-Laverne Lasater In Office 8/6/03
29384151 SW036B3179031483 LZB24452005 GYB02440678	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Sr Accountant-Roselyn Johnson Left it at home 8/6/03
29384133 SW036133179035408 LZB24452081	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Upperfruitland HB-Genevieve Bee In Office 8/6/03
29384124 SW036B3179046858 LZB24452027 GYB02440264	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Shiprock Homebase I-Nancy Nih In Office 8/6/03
29384116 SW036B3179035402 LZ2B24452031 GYB02440200	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Sheepsprings HB-Joann Miller In Office 8/6/03
29384138 SW036B3179031487 LZB24452023 GYB02440261	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Naschitti HB-Lillie Denetdale In Office 8/6/03
29384145 SW036B3179046873 LZB24452089 GYB02440586	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Property Supervisor Raymond Cambridge In Ella's Possession 8/6/03
29384157 SW036B3179026636 LZB24453272 GYB02240207	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Shiprock Homebase II-Mae Begay
29384137 SW036B3179037493 LZB24452054 GYB02440275	Laptop Gateway Speakers Mouse Battery Rechargeable (3UF103450P-2-QC-18A	600YG2 SBS3613 M-UR69	Ojo Amarillo Homebase-Rebecca In Office 8/6/03

29384113	Laptop Gateway	600YG2	Information System Technician-
SW036B3179031499	Speakers	SBS3613	Richard Morgan
	Mouse	M-UR69	In Office 8/6/03
	Battery Rechargeable (3UF103450P-2-QC-18A		

ADDITIONAL LAPTOP

29525418	Laptop GATEWAY 012	600YG2	Accounting Clerk II Ella Begay
LNA24646487	Mouse GATEWAY	M-UR69	
SW036B3189040211	Speakers CAMBRIDGE	SBS36B	
GYB02440010	Battery Rechargeable (3UF103450P-2-QC-18A		
	Laptop bag w/shoulder hanger Black		

29525455	Laptop GATEWAY 013	600YG2	Office Specialist
LNA24646479	Mouse GATEWAY	M-UR69	Juanita Brooks
SW036B3189040204	Speakers CAMBRIDGE	SBS36B	
GYB02440736	Battery Rechargeable (3UF103450P-2-QC-18A		
	Laptop bag w/shoulder hanger Black		

29525438	Laptop GATEWAY 014	600YG2	FSC District III
LNA24646467	Mouse GATEWAY	M-UR69	Holly Holyan
SW036B3189036635	Speakers CAMBRIDGE	SBS36B	Checked out 8/6/03
GYB02440014	Battery Rechargeable (3UF103450P-2-QC-18A		
	Laptop bag w/shoulder hanger Black		

29525464	Laptop GATEWAY 015	600YG2	not assigned
LNA24646428	Mouse GATEWAY	M-UR69	
SW036B3189029419	Speakers CAMBRIDGE	SBS36B	
GYB02440797	Battery Rechargeable (3UF103450P-2-QC-18A		
	Laptop bag w/shoulder hanger Black		

29525448	Laptop GATEWAY 017	600YG2	Building Maintenance Supervisor
LNA24646469	Mouse GATEWAY	M-UR69	Harold Pete
SW036B3189040183	Speakers CAMBRIDGE	SBS36B	Presumed possession
GYB02440023	Battery Rechargeable (3UF103450P-2-QC-18A		
	Laptop bag w/shoulder hanger Black		

29525449	Laptop GATEWAY 018	600YG2	Not assigned
LNA24646454	Mouse GATEWAY	M-UR69	
SW036B3189040504	Speakers CAMBRIDGE	SBS36B	
GYB02440012	Battery Rechargeable (3UF103450P-2-QC-18A		

A7054F01FR01B	Laptop bag w/shoulder hanger Black AC Adapter GATEWAY SA80T-3115		
29525450	Laptop GATEWAY 019	600YG2	Program Manager
LNA24646421	Mouse GATEWAY	M-UR69	Leonard Francisco Jr.
SW036B3189040497	Speakers CAMBRIDGE	SBS36B	In Office 8/6/03
GYB02440735	Battery Rechargeable (3UF103450P-2-QC-18A Laptop bag w/shoulder hanger Black		
29525459	Laptop GATEWAY 020	600YG2	Leonard Redhorse Jr.
LNA24646443	Mouse GATEWAY	M-UR69	
SW036B3189015868	Speakers CAMBRIDGE	SBS36B	In Office 8/6/03
GYB02440094	Rechargeable (SANYO B 3UF103450P-2-QC-18A Laptop bag w/shoulder hanger Black		
29525425	Laptop GATEWAY 021	600YG2	District VII Timothy Blackwater
LNA24646424	Mouse GATEWAY	M-UR69	
SW036B3189040496	Speakers CAMBRIDGE	SBS36B	
GYB02440168	Battery Rechargeable (3UF103450P-2-QC-18A Laptop bag w/shoulder hanger Black		Not turned in 8/6/03

Exhibit "K-9"

**LIST OF HEAD START LAPTOPS SENT TO THE FIELD
WITH SERIAL NUMBERS**



Computers dispatched from Central

28776339	010.003.227.101	CLHS-WS-XXX
28781183	010.003.233.185	SRMAINTENCE
28799008	010.005.037.179	nndecd.onsatnet.com
28799010	010.003.061.158	nndecd.onsatnet.com
28799013	010.003.108.101	ECD-DC-01
28909038	010.005.062.060	NNDECD
28909042	010.001.000.032	DILKON1
29364366	010.003.227.101	nndecd-chinle1D.private.network
29364371	010.003.227.101	chinle1C.private.network
29476622	010.003.165.070	MANYFARMS2
29476632	010.005.221.131	pinonhb.onsatnet.com
29476634	010.002.057.131	nndecd-lmorgan.private.network
29476637	010.002.057.169	nndecd-Gjackson.private.network
29476638	010.002.057.180	nndecd-test2.private.network
29476640	010.001.000.151	clhs-ws-xxx
29476648	010.005.147.137	ROCKPOINT
29476649	010.001.000.124	nndecd-dennehotso.private.network
29505648	010.002.002.100	tchs-ws-01.nnheadstart.net
29505649	010.002.002.115	TCHS-WS-02
29505658	010.002.002.030	tchsFbegay30
29505660	010.002.057.178	nndecd-test1.private.network
29505661	010.002.002.029	tchs29
29505665	010.002.057.166	nndecd-rena
29505666	010.002.002.021	tchskmike
29505671	010.002.002.025	TCHSENEZ
29505677	010.002.002.028	tchsLorraine
29505691	010.002.002.106	tchs-ws-05.nnheadstart.net
29505699	010.003.236.101	rocksprings1.private.network
29505709	010.002.002.022	tchsantoinette
29505717	010.001.000.032	DILKON2
29505720	192.168.000.003	STEAMBOAT2
29505721	010.005.019.158	redlake.onsatnet.com
29505722	067.139.234.147	fortdefiance1
29525455	010.002.057.177	NNDECD-LT
35458895	010.005.058.049	FORTLOANER2
1097447827	010.002.057.132	TPC-RACQUEL1
03064294AQ	010.002.057.167	hsws15.private.network
83152993P	010.004.049.179	GuessWho.onsatnet.com
DXJ1Z01	010.002.057.168	CHSWS-22
	010.005.113.146	BLUEGAP1
	010.003.110.128	clhs-ws-xxx.onsatnet.com
	216.226.254.027	hsconf
	010.003.168.158	LECHEE1
	192.168.253.002	LECHEE2
	010.003.168.182	LECHEE3
	010.002.057.186	ONSAT
	010.001.002.060	TC-SA3

EXHIBIT "L"

Department of Public Safety Computers

Exhibit "L-1"

**DEPARTMENT OF PUBLIC SAFETY COMPUTERS
WITH SERIAL NUMBERS FROM ONSAT RECORDS
FOR 2002 TO 2003 WITH 2004 PURCHASE**

Exhibit "L-1"

**DEPARTMENT OF PUBLIC SAFETY COMPUTERS
WITH SERIAL NUMBERS FROM ONSAT RECORDS
FOR 2002 TO 2003**

Office	Desktops	Laptops	Total
Chinle	12	?	12
Crownpoint	13	1	14
Shiprock	?	?	?
Tuba City	14	20	34
Window Rock	46	11	57
Field Laptops (Itronix)		191	191
Additional Field Laptops		95	
New Desktops Purchased in 2004 (See Purchase Order #613368, No Serial Numbers)	81		95
Total	166	318	484

Note: The Special Review List only 235 Computers for the Department of Public Safety.

Exhibit "L-2"

**CHINLE DISTRICT COMPUTERS FROM ONSAT RECORDS
WITH SERIAL NUMBERS**

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number	
Chinle District	Dispatch	Dell Opti Plex GX1 CPU	64QH8	
		Dell Trinitron Monitor	8165902	
		Microsoft Natural Elite Keyboard	Q983700736	
			Dell Microsoft Mouse	E3KKMP5
	Dispatch	Dell Opti Plex GX1 CPU	647WK	
		Dell Trinitron Monitor	D1028L	
		Microsoft Natural Elite Keyboard	E0530565205C	
			Dell Microsoft Mouse	ECM53902
	Dispatch	Dell Opti Plex GX1 CPU	8990548804	
		Dell Trinitron Monitor	DH92207619	
		Microsoft Natural Elite Keyboard	N2590167964	
			Dell Microsoft Mouse	ECM53902
	Records	Dell Opti Plex GX1 CPU	D69VX11	
		Dell Trinitron Monitor	8234841	
		Microsoft Natural Elite Keyboard	MU08G157	
		Dell Microsoft Mouse	LNA23196702	
			HP Laser Jet Printer	USEC0036702
	Computer Room	Dell Opti Plex GX1 CPU	8UZJ7	
		Dell Trinitron Monitor	A1554NEL	
		Microsoft Natural Elite Keyboard	0009841COD	
			Dell Microsoft Mouse	C3KKMP5
	Computer Room	Dell Opti Plex GX1 CPU	959VX11	
		Dell Trinitron Monitor	MY08G1674760328EBJVN	
		Microsoft Natural Elite Keyboard	TH04N45437171	
			Dell Microsoft Mouse	LNA23196706
	Computer Room	Dell Opti Plex GX1 CPU	777VX11	
		Dell Trinitron Monitor	08G157	
		Microsoft Natural Elite Keyboard	TH04N4542838114	
		Dell Microsoft Mouse	LNA23196712	
			HP Laser Jet Printer	USFB22D883
	Computer Room	Dell Opti Plex GX1 CPU	6U6B8	
		Dell Trinitron Monitor	6271RC57BR99	
		Microsoft Natural Elite Keyboard	96941	
		Dell Microsoft Mouse	ECM53902	
Computer Room	Dell Opti Plex GX1 CPU	DYZM601		
	Dell Trinitron Monitor	MX06204T47605		
	Microsoft Natural Elite Keyboard	SK8000		
		Dell Microsoft Mouse	388ZA612	
Computer Room	Dell Opti Plex GX1 CPU	NOBSP2EY		
	Dell Trinitron Monitor	838570402AG		
	Microsoft Natural Elite Keyboard	K280W		
	Dell Microsoft Mouse	C3KKMP5		
		HP Laser Jet 4050N Printer	USGX069093	

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Chinle District	Computer Room	Michada CPU	8900548804
		View Sonic Monitor	DH92207819
		Keyboard	50KFKEA4XA94V316357774
		Mitsumi Mouse	1279285K
	Computer Room	Win2K Server	B8NQQ11
		Dell Monitor	CN095WJJP466332861718
		Dell Keyboard	CN07N242388402573352
		Dell Mouse	LNA22141750
		APC Smart UPS1400 Backup	HN02HBT

Exhibit "L-3"

**CROWNPOINT DISTRICT COMPUTERS FROM ONSAT
RECORDS WITH SERIAL NUMBERS**

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Crownpoint District	Computer Room	DELL Opti Plex260 CPU	HC79VLL
		DELL Monitor	MY08G15747803270BQK3
		DELL Microsoft Keyboard	TH04N4543717127AD478
		DELL Mouse	LZB22903226
	Computer Room	Clone CPU	71DT1
		DELL Monitor	MX06204T476050AUBLHA
		DELL Microsoft Keyboard	62151762
		DELL Mouse	X036504763618OEM392592500000
	Computer Room	Clone CPU	TKC200-1194
		DELL Monitor	8265514
		NEC Keyboard	61951768
		DELL Microsoft Mouse	X047217252463OEM162947673600
	Computer Room	Clone CPU	6U8IU
		DELL Monitor	8265514
		Gateway Keyboard	61951768
		Dell Microsoft Mouse	X0365048
	Computer Room	Clone CPU	TKC200-1194
		DELL Monitor	8265514
		DELL Microsoft Keyboard	61951768
		DELL Mouse	X047217252463OEM162947673600
	Captains Office	DELL Opti Plex260 CPU	D979V11
		DELL Monitor	MY08G15747603270BQJA
		DELL Microsoft Keyboard	TH04N4543717127CJ112
		DELL Mouse	LZB22903133
Lietenants Office	DELL Opti Plex260 CPU	CB79V11	
	DELL Monitor	MY08G15747603270BQJA	
	DELL Microsoft Keyboard	TH04N4543717127AD520	
	DELL Mouse	LZB22903274	
Sergeants Office	DELL Opti Plex260 CPU	5979V11	
	DELL Monitor	M782	
	DELL Microsoft Keyboard	04N454	
	DELL Mouse	X0608477	
Sergeants Office	DELL Opti Plex260 CPU	71DA4	
	DELL Monitor	627RC55NB99	
	DELL Microsoft Keyboard	J8237J1892	
	DELL Mouse	X0365048	
Admin. Assist.	HP Laserjet C20092 usi	USBB154251	
	DELL Opti Plex260 CPU	9779V11	
	DELL Monitor	MY08G15747603270BQPZ	
	DELL Microsoft Keyboard	TH04N4543717127CJ095	
		DELL Mouse	LZB22903146

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number	
Crownpoint District	Records	DELL Opti Plex260 CPU	6U771	
		DELL Monitor	EG84250803	
		DELL Microsoft Keyboard	98941	
		DELL Mouse	98450363	
	Records	HP laserjet 4 Plus	JPGK193463	
		DELL Opti Plex260 CPU	6U7RC	
		DELL Monitor	06271R	
		DELL Microsoft Keyboard	E08401COMB	
	Records	DELL Mouse	X0365048	
		DELL Opti Plex260 CPU	6U5U9	
		DELL Monitor	6271RC5XBF99	
		DELL Microsoft Keyboard	3103199L0575	
	Laptop	HP Laserjet 4050N	81206805	
		Macintosh	FC333DQA1GT	
		Backup	Back UPS Pro650	FB9832801994

Exhibit "L-4"

**TUBA CITY DISTRICT COMPUTERS FROM ONSAT RECORDS
WITH SERIAL NUMBERS**

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Tuba City District	Radio Room	DELL Opti Plex260 CPU	71KXA
		DELL Monitor	8411162
		DELL Microsoft Keyboard	
		DELL Mouse	3862A201
	Radio Room	DELL Opti Plex260 CPU	GYH2R
		DELL Monitor	SN84779CUBYHK
		DELL Microsoft Keyboard	X0619331
		DELL Mouse	3862A201
	Computer Room	DELL Opti Plex260 CPU	H959121
		DELL Monitor	MY08G15747603295BCGM
		NEC Keyboard	04N4543717128G6428
		DELL Microsoft Mouse	LNA23240178
		HP Laserjet 6L	USHB239493
	Computer Room	DELL Opti Plex260 CPU	C959121
		DELL Monitor	MY08G15747603295BCF4
		DELL Microsoft Keyboard	04N543717128F4253
		DEll Microsoft Mouse	LNA23240134
		HP Printer	JPK195015
	Computer Room	Gateway CPU	17108623
		Gateway Monitor	17014D254626
		DELL Microsoft Keyboard	GYUR435K
		DELL Mouse	3925216
		HP Printer	MY98C1B2G1
	Property	Premio CPU	20000706580
		Visual Sensations	1745BAA37135456
		Premio Keyboard	KFKEA4XT
		DELL Mouse	97042337
HP Deskjet 840C		MY07R191W2	
Lieutenant	DELL Opti Plex260 CPU	6U5R7	
	DELL Monitor	407109102	
	DELL Microsoft Keyboard	96941	
	DELL Mouse	X0365048	
	HP Laserjet C20092 usi	SG7651G150	
Office Assistant	Premio CPU	2000070657	
	Premio Monitor	616A	
	Premio Keyboard	50FKEA4XT086C02998445	
	DELL Microsoft Keyboard	3882A611	
	HP Deskjet 840C	nnp5280182234	
Records	DELL Opti Plex260 CPU	6959121	
	DELL Monitor	MY08G16747603295BCJ19	
	DELL Microsoft Keyboard	TH04N4543717128F4363	
	DELL Mouse	LNA23240171	
	HP Laserjet	MV99R193J1	
		Iomega External Jazz Drive	X16L

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Tuba City District	Records	DELL Opti Plex260 CPU	8859121
		DELL Monitor	MY08G15747603295BCGN
		DELL Microsoft Keyboard	TH04N4543717128G1769
		DELL Mouse	LNA23240181
		HP Deskjet 832C	MY99SR193MY
	Records	DELL Opti Plex260 CPU	71DV8
		DELL Monitor	6271RC57FK99
		DELL Microsoft Keyboard	837180EM459423139259
		DELL Mouse	C473660101
		HP Laserjet 1100	USDG067036
	Sergeants Office	Gateway CPU	17108624
		Gateway Monitor	17014D258039
		Orteck Keyboard	3635
		DELL Microsoft Keyboard	616957
	Admin Assist	Gateway CPU	17108622
		Gateway Monitor	1701-4025-4643
		Gateway Keyboard	7001466
		HP Laserjet 832c	MY99R193NG
		Gateway Laptop	17416705
	Sergeants Office	Compaq CPU	W302LB42A179
		HP Deskjet 840C	MY07R19055
		Gateway Laptop	17416697
	Property	NEC Versa2000 Laptop	59004753
		Canon Bubblejet Printer	PTC26976
	Property	NEC Versa2000 Laptop	59004324
		Gateway Solo 2500 Laptop	BC699420728
	Bobby Etsitty	Gateway Solo 2500 Laptop	BC99410362
	Bobby Etsitty	Gateway Solo 2500 Laptop	17416706
		HP Laserjet 1100	USDG067040
	Officer Kee Bahe Babbitt	Gateway Solo 2500 Laptop	BC699420737
	Officer Stanford Begay	Acer Travel Mate Laptop	9141H012Q511100020K
		HP Deskjet 350 Printer	SG0B420W4
	Officer Rex Butler	Gateway Solo 2500 Laptop	BC699420736
	Officer Albert Clark	Acer Travel Mate Laptop	914H012Q510000132K
		HP Deskjet 350 Printer	SG0B420K9
	Officer Darrell Curley	Acer Travel Mate Laptop	9141H012Q511000073K
		HP Deskjet 350 Printer	SG06J121KJ
	Officer Norman Dodson	Gateway Solo 2500 Laptop	1746699
	Officer Lojann Dennison	NEC Versa2000 Laptop	59021542
		Canon Bubblejet Printer	50127C103
	Officer Rodney Slim	Acer Travel Mate Laptop	9141H012Q511000010K
		HP Deskjet 350 Printer	SG06J121MK
	Officer Darrell Sombrero	Gateway Solo 2500 Laptop	BC699420733

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Tuba City District	Officer Randell Tomasyo	NEC Versa2000 Laptop	59022645
	Officer Timothy Lange	Gateway Solo 2500 Laptop	BC699410458
	Officer Vernon Nelsom	NEC Versa2000 Laptop	59009929
	Officer Tommy Yellowhair	Acer Travel Mate Laptop	9141H012Q5110000CK
	Officer Robert Williams	Acer Travel Mate Laptop	9141D012Q5110000
		HP Deskjet 350 Printer	SG06G12210

Exhibit "L-5"

**WINDOW ROCK DISTRICT COMPUTERS FROM ONSAT
RECORDS WITH SERIAL NUMBERS**

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District			
	Pavilion Base Station	Impression 7 Plus CPU	CMFL74538270
		Dell Opti Plex GXL Monitor	7191H
		Dell Microsoft Natural Elite Keyboard	
	Pavilion Base Station	Dell Opti Plex GX1 CPU	7ICTU
		Dell Trinitron Monitor	6271RC5QMWS9
		Dell Microsoft Natural Elite Keyboard	3 1032E*11
		Dell Microsoft Mouse	38637623299
		HP Laserjet Pnnter	JPHD004322
		APC 850 Backup	F8983448300
	Ganado Substation	Pasadena Comp CPU	7931
		Reflex Monitor	MIAZ80605893G03
		Winbest Keyboard	9805037751
		GeniusMouse	FUGM783
	Ganado Substation	Dell Opti Plex GX1 CPU	71L17
		Dell Trinitron Monitor	6271RC3MQY99
		Dell Microsoft Natural Elite Keyboard	96941
		Dell Microsoft Mouse	C3KKMP5
	Newlands Substation	Dell Opti Plex CPU	70QHE
		Dell Trinitron Monitor	6271RC55B099
		Apple Lazer Writer Pnnter	XH73802A5AJ
	Lupton Substation	Dell Opti Plex GX1 CPU	6U76T
		Dell Trinitron Monitor	6271RC55BD99
		Dell Microsoft Natural Elite Keyboard	000969413103199M0381
		Dell Microsoft Mouse	C3KKMP5
	Criminal Investigations	Dell Opti Plex GX1 CPU	6U67Z
		Dell Trinitron Monitor	6271RC4W3599
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	X0355048
		HP Laserjet 2100 Printer	USGG099192

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	Criminal Investigations	DataQuest CPU	EQ98082827946335
		View Sonic Graphics Sanes Monitor	JX81641856
		KeyTronic Keyboard	J983120095
		Dell Microsoft Mouse	ECM53902
	Criminal Investigations	Dell Opti Plex GX1 CPU	6U79P
		Dell Trinitron Monitor	6271RC5VDR99
		Dell Microsoft Natural Elite Keyboard	00096941MX
		Dell Microsoft Mouse	X035504E
		HP Laserjet 6P	USOH054156
	Criminal Investigations	Dell Opti Plex GX1 CPU	7344W
		Dell Trinitron Monitor	6271RC5VDR99

		Dell Microsoft Natural Elite Keyboard	00096941MX
		Dell Microsoft Mouse	X0365048
		HP Laserjet 6P	USDH054156
	Criminal Investigations	Dell Opti Plex GX1 CPU	6U61F
		Dell Trinitron Monitor	6271RC5HVP99
		Dell Microsoft Natural Elite Keyboard	00096941MX
		Dell Microsoft Mouse	X0365048
		HP Laserjet 2100 Printer	USBD038997
	Dispatch	Dell Opti Plex GX1 CPU	J679121
		Dell Trinitron Monitor	MY0861574760328MBZ21
		Dell Microsoft Natural Elite Keyboard	TH04N4543717128F4210
		Dell Microsoft Mouse	LMA23239447
	Dispatch	Dell Opti Plex GX1 CPU	MY08G157476032MBZOA
		Dell Trinitron Monitor	
		Dell Microsoft Natural Elite Keyboard	TH04N45453717128G4853
		Dell Microsoft Mouse	LMA23241218
		HP Laserjet 4	JPGK195D13

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	Dispatch	Dell Opti Plex GX1 CPU	9979121
		Dell Trinitron Monitor	MY08615747603228MBZ2A
		Dell Microsoft Natural Elite Keyboard	3103199G0948
		Dell Microsoft Mouse	LZEZ3600451
		HP Laserjet 4200N	2119711
	Dispatch	Dell Opti Plex GX1 CPU	
		Dell Trinitron Monitor	6271RC65R99
		Dell Microsoft Natural Elite Keyboard	3912A482
	Dispatch	Dell Opti Plex GX1 CPU	6U61L
	Dispatch	Dell Opti Plex GX1 CPU	6U29D
		Dell Trinitron Monitor	6271RC4XUP99
		Dell Microsoft Natural Elite Keyboard	X0330785
		Dell Microsoft Mouse	LZE23600483
		Apple Laser Writer Printer	BG3461B41AB
	Dispatch	Dell Opti Plex GX1 CPU	6VHXA
		Dell Trinitron Monitor	62711RC558Q
		Dell Microsoft Natural Elite Keyboard	3103199G0583
		Dell Microsoft Mouse	03618DEM22146765
	Internal Affairs	Dell Opti Plex GX1 CPU	6UQPM
		Dell Trinitron Monitor	6271RC55L99
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	X0365048
		HP Laserjet	CNRQ118029
	Internal Affairs	Dell Opti Plex GX1 CPU	6U29K

		Dell Trinitron Monitor	6271RC5T199
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	X0365048
		Epson Printer	3HR0071116

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	Internal Affairs	Dell Opti Plex GX1 CPU	6U6VF
		Dell Trinitron Monitor	6271RC5R8M99
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	X0365048
		HP Laserjet	JPBTL04047
		Macintosh 4100 Series Laptop	QF65017Y8JX
	Internal Affairs	Dell Opti Plex GX1 CPU	6U7GX
		Dell Trinitron Monitor	6271RC5AU599
		IBM Keyboard	E06401PS2DEL
		IBM Mouse	X0365048
		Canon Printer	USU79162
		Macintosh Powerbook 1400 Laptop	QF702018BJX
	Internal Affairs	Dell Opti Plex GX1 CPU	6U765
		Dell Trinitron Monitor	6271RC5DU99
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	X0365048
		HP Laser Jet 6L	JPHR04732A
		Macintosh Powerbook 1400 Laptop	QF65000280JX
	Internal Affairs	Macintosh CPU	FC3471ZY1M1
		Macintosh Monitor	S434416ADOZ
		Macintosh Keyboard	AP341FJMSM03212
		Macintosh Mouse	MB936886T18
		Macintosh LaserWriter Pro	F1345063108
	Internal Affairs	Dell Opti Plex GX1 CPU	6U781
		Dell Trinitron Monitor	06271RA7741071304R
		Dell Microsoft Natural Elite Keyboard	7130554
		Dell Microsoft Mouse	X0365048
		HP Laserjet 8150N	JPBTL04047

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	Internal Affairs	Dell Opti Plex GX1 CPU	6U7EM
		Dell Trinitron Monitor	6271RC3LBC99
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL

		Dell Microsoft Mouse	X0365048
		HP LaserJet 8150N	JPBTL4047
	Sgt. Wallace Billie	Acer Travel Mate 525TXV Laptop	9141H012Q51110009BK
		HP Deskjet 350 Printer	SG06J121MJ
	Officer Denise Billy	Acer Travel Mate 525TXV Laptop	9141HQ12Q511000013K
		HP Deskjet 350 Printer	SG0BL120K2
	Officer Shawn Bodie	Acer Travel Mate 525TXV Laptop	9141H012Q511110009FK
		HP Deskjet 350 Printer	SG0BL120SG
	Officer Kara Tilden	Acer Travel Mate 525TXV Laptop	9141H012Q5111000B1K
		HP Deskjet 350 Printer	SG0BL120P3
	Office Irvin Atson	Acer Travel Mate 525TXV Laptop	9141H012Q5110000BFK
		HP Deskjet 350 Printer	SG0BL120KK
	WR Records	Dell Opti Plex GX1 CPU	6U6F3
		Dell Trinitron Monitor	6271RC63C699
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	C3KKMP5
		Laserwriter Selection 360 Printer	BG4472LT1A8
	WR Records	Dell Opti Plex GX1 CPU	6UHAD
		Dell Trinitron Monitor	6271RC5XBF99
		Dell Microsoft Natural Elite Keyboard	3872A642
		Dell Microsoft Mouse	3802A201
	WR Records	Dell Opti Plex GX1 CPU	GUGINE
		Dell Trinitron Monitor	6271RC55EF99
		Dell Microsoft Natural Elite Keyboard	3103199M1502
		Dell Microsoft Mouse	3862A201
		Laserwriter Selection 360	BG34212F1AB

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	WR Records	Dell Opti Plex GX1 CPU	6U28P
		Dell Trinitron Monitor	6271RC5WY299
		Dell Microsoft Natural Elite Keyboard	31031-990-0034
		Dell Microsoft Mouse	LZG22500126
		HP LaserJet 1100	USQM411623
	WR Records	Dell Opti Plex GX1 CPU	6U8OK
		Dell Trinitron Monitor	9109571
		Dell Microsoft Natural Elite Keyboard	7130554-5696313-70027
		Dell Microsoft Mouse	LZE21751963
		HP LaserJet 6L	USHB239483
	WR Records	Dell Opti Plex GX1 CPU	6U8QP
		Dell Trinitron Monitor	6271RC5YXZ99
		Dell Microsoft Natural Elite Keyboard	3103199G0587
		Dell Microsoft Mouse	LZ
		HP LaserJet 6L	USDN014095
	WR Records	Dell Opti Plex GX1 CPU	6U0GY

		Dell Trinitron Monitor	6271RCS24W99
		Dell Microsoft Natural Elite Keyboard	31031990910
		Dell Microsoft Mouse	1635865
		Laserwriter Selection 360	121640PS
	W/R Records	Dell Opti Plex GX1 CPU	71C18
		Dell Trinitron Monitor	6271RCSVC199
		Dell Microsoft Natural Elite Keyboard	E06401PS2DEL
		Dell Microsoft Mouse	C3KKMP5
		HP Laserjet 2100 Printer	USGH256246
	IMS - Orlando	Dell Opti Plex GX1 CPU	2D7912
		Dell Trinitron Monitor	MY08G15747603296BBMR
		Dell Microsoft Natural Elite Keyboard	TH04N4543717128G5965
		Dell Microsoft Mouse	LNA23241436
		Acer Travel Mate 525TXV Laptop	

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	Jeanette	Dell Opti Plex GX1 CPU	HC79121
		Dell Trinitron Monitor	MY08G1574760328MBZ1D
		Dell Microsoft Natural Elite Keyboard	TH04N4543717128G3144
		Dell Microsoft Mouse	LNA23238071
		Acer Travel Mate 525TXV Laptop	9141H012Q61110004DK
Dwayne		Dell Opti Plex GX1 CPU	JS79121
		Dell Trinitron Monitor	MY08G1574760328MBZBW
		Dell Microsoft Natural Elite Keyboard	TH04N4543717128F5147
		Dell Microsoft Mouse	LNA23241336
		Acer Travel Mate 525TXV Laptop	
Charlotte		Dell Opti Plex GX1 CPU	71D1Z
		Dell Trinitron Monitor	6271RC4MSW99
		Dell Microsoft Natural Elite Keyboard	83718OEM545433440194
		Dell Microsoft Mouse	63618OEM22464653199
Nora		Dell Opti Plex GX1 CPU	6U6DN
		Dell Trinitron Monitor	6271RC554F99
		Dell Microsoft Natural Elite Keyboard	83718OEM456600739258
		Dell Microsoft Mouse	63618OEM2048453199
Pearl		Dell Opti Plex GX1 CPU	6UX9V
		Dell Trinitron Monitor	6271RC553Q99
		Dell Microsoft Natural Elite Keyboard	83718OEM482834639264
		Dell Microsoft Mouse	63618OEM187476253199
Karens		Dell Opti Plex GX1 CPU	6U6NP
		Dell Trinitron Monitor	6271RC5SRV99
		Dell Microsoft Natural Elite Keyboard	83718OEM542410540192
		Dell Microsoft Mouse	63618OEM177359353199
Annie		Dell Opti Plex GX1 CPU	6U2BQ
		Dell Trinitron Monitor	6271RC414W99
		Dell Microsoft Natural Elite Keyboard	83718OEM484038139264

		Dell Microsoft Mouse	63618OEM186675253199
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District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	Tommy	Dell Opti Plex GX1 CPU	6U7YR
		Dell Trinitron Monitor	6271RC5VDY99
		Dell Microsoft Natural Elite Keyboard	83718OEM458528339259
		Dell Microsoft Mouse	63618OEM392529500000
	Louise	Dell Opti Plex GX1 CPU	6U7RT
		Dell Trinitron Monitor	6271RC62U39939265
		Dell Microsoft Natural Elite Keyboard	83718OEM48757903199
		Dell Microsoft Mouse	63618OEM23050045
	Gloria	Dell Opti Plex GX1 CPU	667CP
		Dell Trinitron Monitor	6271RC5VC899
		Dell Microsoft Natural Elite Keyboard	83718OEM481055539264
		Dell Microsoft Mouse	63618OEM22192575
	Lenahs	Dell Opti Plex GX1 CPU	6U6CZ
		Dell Trinitron Monitor	DH84606121
		Dell Microsoft Natural Elite Keyboard	83718OEM487806239265
		Dell Microsoft Mouse	63618OEM236670453199
		Acer Travel Mate 525TXV Laptop	
	CRIS Backup	Dell Opti Plex GX1 CPU	6U6CZ
	WEB Server	Dell PowerEdge 4600 Server	H4R6P11
		Dell Trinitron Monitor	CN095WUP4663325520P3
		Dell Microsoft Natural Elite Keyboard	CN2423884024J1N15
		Dell Microsoft Mouse	LZE22051012
	CRIS Server	Dell Poweredge 1400 Server	M00304192
		Dell Trinitron Monitor	8450620
		Dell Microsoft Natural Elite Keyboard	CND35KXW3884409H6284
		Dell Microsoft Mouse	5246DOEM162986373600
	Aerial Server	Perifitech Aerial Server	
		Dell Trinitron Monitor	GV2SCN039013093
		Dell Microsoft Natural Elite Keyboard	Q010200172
		Dell Microsoft Mouse	63618OEM050981554299

District/Department/Responsible Personnel	Location	Description of Hardware	Serial Number
Window Rock District	DHCP Server	Dell PowerEdge 2500 Server	2BNQQ11
		Dell Trinitron Monitor	CN095WUP4663325520P2
		Dell Microsoft Natural Elite Keyboard	CN07N2423884024A1Z71
		Dell Microsoft Mouse	LZB21011303
	Network Printer	HP ColorLaserJet 4550N	JPPG10049
	Network Printer	HP Laserjet 4100	USJNJD8634

Exhibit "L-6"

**LAPTOP COMPUTERS (ITRONIX) PURCHASED FROM GRANT
NUMBER K050805 FROM ONSAT RECORDS WITH SERIAL
NUMBERS**

No.	Grant Number	Serial Number	Property Number	Model #	Company
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2	K050805	ZZGEG5182ZZ0486	087725-op/NDPS/K050805	GoBook III	Itronix
3	K010805	ZZGEG5182ZZ0488	091724-op / NDPS/K010805/FA3955	GoBook III	Itronix
4	K050805	ZZGEG5182ZZ0489	087725-op / NDPS / K050805	GoBook III	Itronix
5	K050805	ZZGEG5182ZZ0490	087725-op/NDPS/K050805	GoBook III	Itronix
6	K050805	ZZGEG5182ZZ0491	087725-OP/NDPS/K050805	GoBook III	Itronix
7	K050805	ZZGEG5182ZZ0492	087725-op/NDPS/K050805/FA3959	GoBook III	Itronix
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4	K050807	ZZGEG6307ZZ1700	135198-OP/LE/K050807	GoBook III	Itronix
5	K050807	ZZGEG6307ZZ1701	135198-OP/LE/K050807	GoBook III	Itronix
6	K050807	ZZGEG6307ZZ1704	135198-OP/LE/K050807	GoBook III	Itronix
7	K050807	ZZGEG6307ZZ1702	135198-op/NDLE/K050807	GoBook III	Itronix
8	K050807	ZZGEG6307ZZ1703	135198-op/NDLE/K050807	GoBook III	Itronix
9	K050807	ZZGEG6307ZZ1705	135198-op/NDLE/K050807	GoBook III	Itronix
10	K050807	ZZGEG6307ZZ1706	135198-op/NDLE/K050807	GoBook III	Itronix
1	K050817	ZZGEG7102ZZ8034	147195-47	GoBook III	Itronix
2	K050817	ZZGEG7102ZZ8035	147195-39	GoBook III	Itronix
3	K050817	ZZGEG7102ZZ8036	147195-41	GoBook III	Itronix
4	K050817	ZZGEG7102ZZ8037	147195-40	GoBook III	Itronix
5	K050817	ZZGEG7102ZZ8038	147195-46	GoBook III	Itronix
6	K050817	ZZGEG7102ZZ8039	147195-44	GoBook III	Itronix
7	K050817	ZZGEG7102ZZ8040	147195-43	GoBook III	Itronix
8	K050817	ZZGEG7102ZZ8041	147195-45	GoBook III	Itronix
9	K050817	ZZGEG7102ZZ8042	147195-42	GoBook III	Itronix
10	K050817	ZZGEG7102ZZ8043	147195-25	GoBook III	Itronix
11	K050817	ZZGEG7102ZZ8044	147195-31	GoBook III	Itronix
12	K050817	ZZGEG7102ZZ8045	147195-33	GoBook III	Itronix

13	K050817	ZZGEG7102ZZ8046	147195-26	GoBook III	Itronix
14	K050817	ZZGEG7102ZZ8047	147195-30	GoBook III	Itronix
15	K050817	ZZGEG7102ZZ8048	147195-32	GoBook III	Itronix
16	K050817	ZZGEG7102ZZ8049	147195-27	GoBook III	Itronix
17	K050817	ZZGEG7102ZZ8050	147195-29	GoBook III	Itronix
18	K050817	ZZGEG7102ZZ8051	147195-28	GoBook III	Itronix
19	K050817	ZZGEG7102ZZ8052	147195-24	GoBook III	Itronix
20	K050817	ZZGEG7102ZZ8053	147195-17	GoBook III	Itronix
21	K050817	ZZGEG7102ZZ8054	147195-22	GoBook III	Itronix
22	K050817	ZZGEG7102ZZ8055	147195-20	GoBook III	Itronix
23	K050817	ZZGEG7102ZZ8056	147195-23	GoBook III	Itronix
24	K050817	ZZGEG7102ZZ8057	147195-19	GoBook III	Itronix
25	K050817	ZZGEG7102ZZ8058	147195-18	GoBook III	Itronix
26	K050817	ZZGEG7102ZZ8059	147195-21	GoBook III	Itronix
27	K050817	ZZGEG7102ZZ8060	147195-15	GoBook III	Itronix
28	K050817	ZZGEG7102ZZ8061	147195-12	GoBook III	Itronix
29	K050817	ZZGEG7102ZZ8062	147195-14	GoBook III	Itronix
30	K050817	ZZGEG7102ZZ8063	147195-16	GoBook III	Itronix
31	K050817	ZZGEG7102ZZ8064	147195-13	GoBook III	Itronix
32	K050817	ZZGEG7102ZZ8065	147195-11	GoBook III	Itronix
33	K050817	ZZGEG7102ZZ8066	147195-10	GoBook III	Itronix
34	K050817	ZZGEG7102ZZ8067	147195-7	GoBook III	Itronix
35	K050817	ZZGEG7102ZZ8068	147195-3	GoBook III	Itronix
36	K050817	ZZGEG7102ZZ8069	147195-2	GoBook III	Itronix
37	K050817	ZZGEG7102ZZ8070	147195-8	GoBook III	Itronix
38	K050817	ZZGEG7102ZZ8071	147195-1	GoBook III	Itronix
39	K050817	ZZGEG7102ZZ8072	147195-4	GoBook III	Itronix
40	K050817	ZZGEG7102ZZ8073	147195-9	GoBook III	Itronix
41	K050817	ZZGEG7102ZZ8074	147195-6	GoBook III	Itronix
42	K050817	ZZGEG7102ZZ8075	147195-5	GoBook III	Itronix
43	K050817	ZZGEG7102ZZ8076	147195-37	GoBook III	Itronix
44	K050817	ZZGEG7102ZZ8077	147195-35	GoBook III	Itronix
45	K050817	ZZGEG7102ZZ8078	147195-34	GoBook III	Itronix
46	K050817	ZZGEG7102ZZ8079	147195-36	GoBook III	Itronix
47	K050817	ZZGEG7102ZZ8080	147195-38	GoBook III	Itronix

Exhibit "L-7"

**LIST OF ADDITIONAL LAPTOP COMPUTERS PURCHASED BY
THE DEPARTMENT OF PUBLIC SAFETY FROM ONSAT
RECORDS WITH SERIAL NUMBERS**

Exhibit "L-8"

**PURCHASE ORDER FOR 81 NEW DESKTOP COMPUTERS
PURCHASED BY THE DEPARTMENT OF PUBLIC SAFETY IN
2004 (No Serial Numbers)**

6-16-04 @ WNS&I

DR# 62522



THE NAVAJO NATION

PURCHASE REQUISITION



613368

DEPARTMENT Dept. of Criminal Investigations P. BOX 2360 Window Rock, AZ 86515	SHIP TO Dept. of Criminal Investigations P.O. Box 2360 Window Rock, AZ 86515	DATE OF REQ. 7/18/2004	DATE RECEIVED 7/19/2004
CONTACT PERSON John Simpson		ACCOUNT NO. R020904	REQ-ACCOUNT 3300

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
25	each	Dell Optiplex™ SX270 (Desktop) SPECIFICATIONS: -Intel® Pentium® Processor 4.3 2.0GHz 800FSB, 512K Cache -2GB 512MB DDR Non-ECC SDRAM 333MHz 12 DIMM slots -Dell PS/2 Keyboard, No Hot Keys -Dell UltraCrane™ PCOFF™ (top panel) height adjustable stand w/ UVS -Integrated Intel® Extreme Graphics -80GB Hard Drive 5.25" IDE, 5.4k RPM, SX270 -1.44MB 3.5 inch floppy drive -Microsoft® Windows® XP Professional, SP1 w/ media and K11E -Dell PS/2 button mouse -Integrated Intel® Gigabit (10/100/1000) with Alert Standards Format -24X Max. Slimline DVD-CDRW Combo Drive with Software Encodes -Integrated Sound Blaster® Compatible -Dell A215 Speakers -DVI-to-VGA / DVI Adapter Cable -Resources CD contains Diagnostics and Driver for Dell Optiplex Systems -GSA Office XP Pro Load, Code 2013 Pro license, No Media -Energy Star Enable -3 Year Limited Warranty plus 3 Year NBD On-site service -Gold Technical Support, Optiplex 3 years -No Installation	\$1,563.88	\$128,794.25

* All 25 sets of Comanche tagged on 6/25/04 @ WNS&I

By: Harry Tiso, Felaine Laurice, Guiw

APPROVED BY: To be distributed @ district level.	TOTAL	\$128,794.25
DATE: 7/18/2004	FUNDS AVAILABLE	3300

COMPUTER SERVICE DEPT	PROPERTY MANAGEMENT
RECEIVED BY: [Signature]	RECEIVED BY: [Signature]
DATE: 7/18/2004	DATE: 7/18/2004

THIS IS NOT A PURCHASE ORDER

DATE RECEIVED: _____

TO NUMBER: _____

EXHIBIT "M"

EXHIBITS RELATING TO THE 2003 E-RATE PROGRAM

Exhibit "M-1"

USAC Funding Letter of June 2, 2004



FUNDING COMMITMENT DECISION LETTER

(Funding Year 2003: 07/01/2003 - 06/30/2004)

June 2, 2004

OnSat Network Communications, Inc.
Dar Smith
P.O. Box 271568
Salt Lake City, UT 84127-1568

Re: Service Provider Name: OnSat Network Communications, Inc.
Service Provider Identification Number: 143025159

Thank you for participating in the E-rate program for Funding Year 2003 (07/01/2003 - 06/30/2004). This letter is your notification of our decision(s) regarding applications that listed your company's Service Provider Identification Number (SPIN) as providing service(s) for which discounts are being sought.

NEW FOR FUNDING YEAR 2003

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you and your customers throughout the application process.

NEXT STEPS

- File Form 473 (SPAC)
- Work with customer to provide appropriate invoicing to the SLD
- File Form 498, if appropriate
- Invoice the SLD - Service Provider Invoice (Form 474) or Billed Entity Applicant Reimbursement (Form 472)

ADDRESS INFORMATION

USAC needs to have current, complete and accurate contact and address information in order to properly make payments to service providers. The Form 498, Service Provider Information Form, is the official record of service provider contact and address information. If USAC determines that the contact or address information listed is not current, we will be unable to process payments. The Form 498 and its instructions are posted on the SLD web site under SL Forms. Service provider forms are found toward the bottom of the page. You may submit a Form 498 to revise contact and/or address information by fax to 202-772-5202. Label your fax cover sheet "FORM 498 REVISION".

Please refer to the Funding Commitment Reports on the page following this letter for specific funding request decisions and explanations for customers listing your SPIN in their Form 471 applications. Each report contains detailed information extracted from the applicant's Form 471.

Once you've reviewed this letter, we urge you to contact your customers to begin any necessary arrangements regarding start of services, billing of discounts or any other administrative details for implementation of E-rate services. As a reminder, only eligible services delivered in accordance with Federal Communications Commission (FCC) rules on service delivery periods are eligible for these discounts.

Any appeal of the funding decisions detailed in a Funding Commitment Decision Letter must be postmarked within 60 days of the date on the Funding Commitment Decision Letter. Information on the appeal process can be found in the "Appeals Procedure" posted in the

Reference Area of the SLD web site www.sl.universalservice.org. Therefore, prompt communication with your customer is essential.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the SLD and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request featuring your SPIN is attached to this letter. We are providing the following definitions for the items in that report.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of the applicant's Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual discount funding requests submitted on a Form 471.

FORM 471 APPLICATION NUMBER: A unique identifier assigned to a Form 471 application by the SLD.

FORM 470 APPLICATION NUMBER: A unique identifier assigned by the SLD to a Form 470 as listed in Block 5, Item 12 of the Form 471.

NAME OF 471 APPLICANT: Name of entity that applied to the SLD, from Block 1, Item 1 of the Form 471.

ADDRESS OF 471 APPLICANT: Address of entity that applied to the SLD from Block 1, Item 4 of the Form 471. Includes street address and city, state and zip code.

ENTITY NUMBER: A unique identifier assigned by the SLD to the Billed Entity, from Block 1, Item 3 of the Form 471.

NAME OF CONTACT PERSON: The name of the contact person from Block 1, Item 6a of the Form 471.

PREFERRED MODE OF CONTACT: The preferred mode of contact from Block 1, Item 6 of the Form 471, i.e., telephone, fax, or e-mail.

CONTACT INFORMATION: The telephone number, fax number, or e-mail address based on preferred mode of contact.

FUNDING YEAR: The funding year for which discounts have been requested. Funding years begin on July 1 and end on the following June 30. Funding years are designated by the calendar year in which they begin.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" will be approved at the level that the SLD determined is appropriate for that item. The funding level will generally be the level requested unless the SLD determined during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds will be committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules or because the total amount of funding available for this funding year was insufficient to fund all requests.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a will be listed. This will appear only for "site specific" FRNs.

BILLING ACCOUNT NUMBER: The account number that you have established with your customer for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

ALLOWABLE VENDOR SELECTION / CONTRACT DATE: The earliest date the applicant was permitted to sign a contract for services after posting a Form 470.

CONTRACT AWARD DATE: The date that the contract for this service was awarded.

EARLIEST POSSIBLE EFFECTIVE DATE OF DISCOUNT: The first possible date of service for which the SLD will reimburse service providers for the discounts for the service.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.

MONTHLY RECURRING CHARGES: The total monthly charges for the recurring service.

PORTION OF MONTHLY RECURRING CHARGES THAT IS INELIGIBLE: Total charges associated with ANY ineligible services, entities, or uses included in the monthly recurring charges for this service.

ELIGIBLE MONTHLY PRE-DISCOUNT AMOUNT FOR RECURRING CHARGES: Total eligible monthly recurring charges approved for the funding year.

NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR: Number of months the service will be provided in the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount for recurring charges multiplied by number of months recurring service provided in the funding year.

ANNUAL NON-RECURRING CHARGES: The total amount of non-recurring (one-time) pre-discount charges for this service.

PORTION OF ANNUAL NON-RECURRING CHARGES THAT IS INELIGIBLE: Total cost associated with ANY ineligible services, entities, or uses included in the annual non-recurring charges.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

TOTAL PROGRAM YEAR PRE-DISCOUNT AMOUNT: The total eligible recurring and non-recurring charges under the program for the funding year.

APPLICANT'S APPROVED DISCOUNT PERCENTAGE: This is the discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse you for the approved discounts for this service through the pertinent funding year service delivery date. It is important that you and the Form 471 applicant both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually delivered and installed.

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comment in the "Funding Commitment Decision" area.

TECHNOLOGY PLAN APPROVAL STATUS: This reports whether the applicant indicated in Block 6, Item 27 of the Form 471 that the technology plans of the entities included in the form 471 application have received approval, are pending, or are not needed. Consortium applications may feature both "approved" and "pending approval" status.

WAVE NUMBER: The number of the grouped mailing in which the applicant's Funding Commitment Decision Letter was included.

APPLICANT LETTER DATE: The date on the applicant's Funding Commitment Decision Letter.

FUNDING COMMITMENT REPORT

Service Provider Name: OnSat Network Communications, Inc.
Service Provider Identification Number: 143025159

Funding Request Number: 1050114
Form 471 Application Number: 375598
Form 470 Application Number: 292180000448984
Name of 471 Applicant: NAVAJO NATION LIBRARY CONSORTIUM
Applicant Street Address: WINDOW ROCK BLVD
ADMIN. BLDG. #1 2ND FLOOR

Applicant City: WINDOW ROCK
Applicant State: AZ
Applicant Zip: 86515
Entity Number: 233673
Name of Contact Person: ERNEST FRANKLIN
Preferred Mode of Contact: EMAIL
Contact Information: ernest.franklin@nndes.org
Funding Year: 2003 (07/01/2003 - 06/30/2004)
Funding Status: Funded
Contract Number: onsat2003
Services Ordered: Internet Access
Billing Account Number: 928-871-7475
Allowable Vendor Selection/Contract Date: 02/04/2003
Contract Award Date: 02/05/2003
Earliest Possible Effective Date of Discount: 07/01/2003
Contract Expiration Date: 06/30/2004
Monthly Recurring Charges: \$0.00
Portion of Monthly Recurring Charges that is Ineligible: \$0.00
Eligible Monthly Pre-Discount Amount for Recurring Charges: \$0.00
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-Discount Amount for Eligible Recurring Charges: \$0.00
Annual Non-Recurring Charges: \$3330000.00
Portion of Annual Non-Recurring Charges that is Ineligible: \$0.00
Annual Pre-Discount Amount for Eligible Non-Recurring Charges: \$3330000.00
Total Program Year Pre-Discount Amount: \$3330000.00
Applicant's Approved Discount Percentage: 85
Funding Commitment Decision: \$2830500.00 - ERN approved; modified by SLD
Funding Commitment Decision Explanation: The shared discount was corrected.
Technology Plan Approval Status: Pending Approval
Wave Number: 030
Applicant Letter Date: 06/02/2004

IMPORTANT REMINDERS & DEADLINES

Date: June 2, 2004
SPIN: 143025159

The following information is provided to assist you and your customer throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

FORM 473 - Invoices received by the SLD will not be paid unless the SLD has a Service Provider Annual Certification Form 473 (SPAC) on file for the funding year associated with the invoice.

FORM 498 - USAC needs to have current, complete and accurate contact and address information in order to properly make payments to service providers. The Form 498, Service Provider Information Form, is the official record of service provider contact and address information.

FORM 486 DEADLINE - The Form 486 must be postmarked no later than 120 days after the Service Start Date featured in the Form 486 Notification Letter or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later.

INVOICE DEADLINE - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Invoices should not be submitted until the invoiced products and services have been delivered and billed, and (for BEAR Forms) the service provider has been paid.

RETAIN DOCUMENTATION - Applicants and service providers must retain documentation, including but not limited to, documents showing:

- compliance with all applicable competitive bidding requirements,
- products and/or services delivered (e.g., customer bills detailing make, model and serial number),
- the specific location of each item of E-rate funded equipment, and
- the applicant has paid the non-discount portion.

These documents must be retained and available for review for five years.

OBLIGATION TO PAY NON-DISCOUNT PORTION - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC has stated that requiring applicants to pay their share would ensure efficiency and accountability in the program. The non-discount portion must not be donated, forgiven, or otherwise credited without payment. If the applicant is using a trade-in as part of the non-discount portion, please refer to the SLD web site.

FREE SERVICES ADVISORY - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

Complete program information, reminders, forms, instructions, and tools are posted to the SLD web site at www.sl.universalservice.org. Information is also available by contacting the SLD Client Service Bureau by e-mail at question@universalservice.org, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

Exhibit "M-2"

OnSat Invoice Payment of July 12, 2004

0143025159 0001 F01 BPO IN0000 ML1 IH0000 AL01
OnSat Network Communications, Inc.
ATTN : Dar Smith
P.O. Box 271568
Salt Lake City UT 84127-1568

SPIN # 143025159 USAC REFERENCE # C000170634

STATEMENT DATE 07/12/2004

07/12/2004 143025159 1050114 4060304 2441370.00
SLD Invoice Number:470996;Line Item Detail Number:
1640025;Amount Requested:2441370.00;

2441370.00

Exhibit "M-3"

OnSat Invoice Payment of August 29, 2005

0143025159 0001 PO1 BPG 1N0000 ML1 IH0000 AL01
OnSat Network Communications, Inc.
ATTN : Dar Smith
P.O. Box 271568
Salt Lake City UT 84127-1568

SPIN # 143025159 USAC REFERENCE # C000212644

STATEMENT DATE 08/29/2005

08/29/2005 143025159 1050114 4063013r2 314813.56
SLD Invoice Number:567083;Line Item Detail Number:
2030058;Amount Requested:314813.56;

314813.56

EXHIBIT "N"

**EXHIBITS RELATING TO THE 2006-2007 E-RATE
BIDDING PROCESS**

Exhibit "N-1"

**Navajo Nation Education Consortium Form 470 posted
on January 10, 2006**

470

Schools and Libraries Universal Service
Description of Services Requested
and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 860880000574907
Applicant's Form Identifier: final
Application Status: COMPLETE
Posting Date: 01/10/2006
Allowable Contract Date: 02/07/2006
Certification Received Date:

1. Name of Applicant: NAVAJO NATION DINE EDUCATION CONSORTIUM		
2. Funding Year: 07/01/2006 - 06/30/2007	3. Your Entity Number 233673	
4a. Applicant's Street Address, P.O.Box, or Route Number P.O. BOX 9000		
City WINDOW ROCK	State AZ	Zip Code 86515
b. Telephone number (928) 871- 7853	c. Fax number (928) 871- 7856	
5. Type Of Applicant <input checked="" type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools) <input checked="" type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input checked="" type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: Ernest Franklin		
First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.		
6b. Street Address, P.O.Box, or Route Number <input checked="" type="checkbox"/> P.O. BOX 9000		
City WINDOW ROCK	State AZ	Zip Code 86515
Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.		
<input checked="" type="checkbox"/> 6c. Telephone Number (928) 871- 7853		
<input checked="" type="checkbox"/> 6d. Fax Number (928) 871- 7856		

6e. E-mail Address efranklin@nntc.org

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. Services for which a new written contract is sought for the funding year in Item 2.
 Check if you are seeking a multi-year contract and/or a contract featuring voluntary extensions

c. A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 Telecommunications Services
Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a. YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b. NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c. Check this box if you prefer discounts on your bill. Check this box if you prefer reimbursement after paying your bill in full. Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Digital Transmission Services	T-1 Lines 220 sites
Wide Area Network	T-1 lines 220 sites
Digital Transmission Services	3 DS-3 lines
Wide Area Network	3 DS-3 lines
PRI's	10
Direct Inward Dialing	2500
Cellular Service	up to 500 services
Distant Learning Circuits	221 sites
E-911 trunks	2 sites
Fax Machine Lines	221 sites
Long Distance Telephone Service	230 lines + 2500 (based on DID capabilities)
POTS	230 lines
Video services	221 sites
Voice mail services	221 sites

9 Internet Access
 Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill. Check this box if you prefer reimbursement after paying your bill in full. Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Broadband Internet Access	221 sites; 20 MBps bandwidth
E-mail service	221 sites
Firewall service	221 sites
Internet Access	221 sites
Web Hosting	221 sites
Wide Area Network	221 sites
Wireless Internet Access	221 sites
Domain Name Registration	1

10 Internal Connections Other than Basic Maintenance
 Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill. Check this box if you prefer reimbursement after paying your bill in full. Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Access points	220 sites/4 each + 1 main site/6 each = 886 access points
Video Bridging	1 site (main site)
Cabling	5000 drops
Client Access Licenses	220 sites; 3 servers (Terminal, E-mail, Web)
Client Access Licenses	1 main site; 10 servers (DNS, DHCP, Call Manager, Voice mail, Proxy, Terminal, E-mail, Web, e-911)
Conduit	221 sites

Consumables	221 sites
Documentation	221 sites
E-mail Software	221 sites/2000 users
Servers	1 main site; (DNS, DHCP, Call Manager, Voice mail, Proxy, Terminal, E-mail, Web, e-911)
Servers	220 sites * 3 servers (Terminal, E-mail, Web) = 660 servers
Firewall	221 sites
Media Converters	221 sites
Operating System Software	for all routers, switches, servers
Proxy Server	1 site (main site)
Router	221 sites
Call manager router	1 site (main site)
Tape Backup	220 sites; 3 servers + 1 main site; 10 servers
Uninterruptable Power Supply/Backup	450
Video Equipment	221 sites
Virtual Private Network	221 sites
Voice mail equipment	1 site (main site)
Voice over IP (VoIP) components	221 sites + 2 call managers and 1 E-911 server for the main site
E-mail server	2 servers
Lockable cabinets for equipment	221 sites; (main site may need 3 lockable cabinets)
Wire and cable maintenance	221 sites
Wire Manager	221 sites
Wireless local area network	221 sites

11 **Basic Maintenance of Internal Connections**
Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill. Check this box if you prefer reimbursement after paying your bill in full. Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Maintenance and Technical Support (Technical Services)	221 sites; Next business day response; service for 670 servers, 221 routers, 223 switches, 5000 cable drops, 221 firewalls, 221 site VoIP equipment; 221 site video equipment; 221 site wireless equipment and all equip listed in item 10

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name: Terralyn Begaye	Title: Principal Information Systems Technician
--------------------------	--

Telephone number (928) 871 - 7747
Fax number (928) 871 - 7741
E-mail Address tbegaye@citlink.net
13a. <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number. <p style="text-align: center;">Compliance with Navajo Nation procurement protocol</p>
<input checked="" type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.
13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below(including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3: Technology Resources

14. <input checked="" type="checkbox"/> Basic telephone service only: If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).
15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.
a. Desktop software: Software required <input checked="" type="checkbox"/> has been purchased; and/or <input checked="" type="checkbox"/> is being sought.
b. Electrical systems: <input checked="" type="checkbox"/> adequate electrical capacity is in place or has already been arranged; and/or <input checked="" type="checkbox"/> upgrading for additional electrical capacity is being sought.
c. Computers: a sufficient quantity of computers <input checked="" type="checkbox"/> has been purchased; and/or <input checked="" type="checkbox"/> is being sought.
d. Computer hardware maintenance: adequate arrangements <input checked="" type="checkbox"/> have been made; and/or <input checked="" type="checkbox"/> are being sought.
e. Staff development: <input checked="" type="checkbox"/> all staff have had an appropriate level of training /additional training has already been scheduled; and/or <input checked="" type="checkbox"/> training is being sought.
f. Additional details: Use this space to provide additional details to help providers to identify the services you desire. Scheme for CIPA compliance Quality of Service for VoIP and Video technology implementation

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services: Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.
a. <input checked="" type="checkbox"/> Individual school or single-site library.

b. **Statewide application for (enter 2-letter state code) representing (check all that apply):**

- All public schools/districts in the state:
- All non-public schools in the state:
- All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. **If checked, complete Item 18.**

c. **School district, library system, or consortium application to serve multiple eligible entities:**

Number of eligible sites	221
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
435	587, 651, 672, 678, 686, 727, 739
505	289, 324, 334, 368, 488, 568, 598, 599, 632, 634
928	283, 288, 289, 524, 527, 608, 652, 653, 654, 656

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
NAVAJO NATION DINE EDUCATION CONSORTIUM	233673

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

Block 5: Certification and Signature

19. **I certify that the applicant includes:(Check one or both.)**

- a. schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. **I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. individual technology plans for using the services requested in the application, and/or
- b. higher-level technology plans for using the services requested in the application, or
- c. no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone

service and/or voice mail only

21. I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person:

28. Date (mm/dd/yyyy):

29. Printed name of authorized person: Ernest Franklin

30. Title or position of authorized person: Consortium Manager

31a. Address of authorized person: P.O. Box 9000
City: Window Rock State: AZ Zip: 86515

31b. Telephone number of authorized person: (928) 871 - 7853

31c. Fax number of authorized person: (928) 8717856

31d. E-mail address number of authorized person: efranklin@nntrc.org

31e. Name of authorized person's employer: Navajo Nation

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding

process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
November 2004

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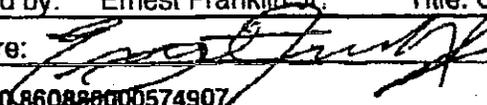
Exhibit "N-2"

2006-2007 E-Rate Scoring Grid dated February 7, 2006

E-RATE 2006-2007 BID SCORING GRID

School/Library Name: Dine Education Consortium

Prepared by: Ernest Franklin Jr. Title: Consortium Manager

Signature:  Date: February 7, 2006

Form 470-86088000574907

Selection Criteria Notes for Internet Access:

The Navajo Nation Consortium requested in their 470 Broadband Internet Service with 20 Mbps of bandwidth. A company called WWC bid a shared satellite service of only 256k per site so it was not responsive to the request.

BROADBAND INTERNET ACCESS 20MBps bandwidth FRN 1684785	Possible Points	On-Sat	Vendor2:	Vendor3:	Vendor4:	Vendor5:
Bid Amounts						
Installation		\$ 407,925.00	\$ -	\$ -	\$ -	\$ -
Annual Recurring		\$ 1,858,140.00	\$ -	\$ -	\$ -	\$ -
Bid Amount:		\$ 2,266,065.00	\$ -	\$ -	\$ -	\$ -
Price	45	45				
Prior Experience	25	25				
Navajo Experience	30	30				
Total Points:	100	100	0	0	0	0

This was applied for incorrectly under Telecom services and should have been applied for as Internet Services

Web Hosting and Domain Reg. FRN 1485605	Possible Points	Power IT	On-Sat	Vendor3:	Vendor4:	Vendor5:
Bid Amounts						
Annual Cost Domain		\$ 1,200.00	\$ 3,996.00	\$ -	\$ -	\$ -
Annual Cost Web Hosting		\$ 34,200.00	\$ 39,960.00	\$ -	\$ -	\$ -
Bid Amount:		\$ 35,400.00	\$ 43,956.00	\$ -	\$ -	\$ -
Price	45	45	40			
Prior Experience	25	25	25			
Navajo Experience	30	0	30			
Total Points:	100	70	95	0	0	0

Note:

Selection of a provider that delivered all services requested with combined single price was cheaper overall than taking a combination of unknown providers for Firewall, Email, Domain and Web Hosting.

E-RATE 2006-2007 BID SCORING GRID

School/Library Name: Dine Education Consortium

	Possible Points	MiraPoint	Power IT	ePALS	On-Sat	Vendor5:
Email Services (1000 users) FRN 1485605						
Bid Amount:		\$ 60,330.03	\$ 40,500.00	\$ 7,000.00	\$ 29,304.00	\$ -
Price	45	15	20	45	30	
Prior Experience	25	25	25	25	25	
Navajo Experience	30	0	0	0	30	
Total Points:	100	40	45	70	85	0

	Possible Points	On-Sat	Vendor2:	Vendor3:	Vendor4:	Vendor5:
FIREWALL FRN 1485605						
Bid Amount:		\$ 33,300.00	\$ -	\$ -	\$ -	\$ -
Price	45	45				
Prior Experience	25	25				
Navajo Experience	30	30				
Total Points:	100	100	0	0	0	0

	Possible Points	On-Sat	Vendor2:	Vendor3:	Vendor4:	Vendor5:
Video Conference Equipment FRN 1486127						
Bid Amount:		\$ 1,922,831.00	\$ -	\$ -	\$ -	\$ -
Price	45	45				
Prior Experience	25	25				
Navajo Experience	30	30				
Total Points:	100	100	0	0	0	0

	Possible Points	On-Sat	Vendor2:	Vendor3:	Vendor4:	Vendor5:
NETWORK MAINTENANCE FRN 1486934						
Annual Bid Amount:		\$ 293,040.00	\$ -	\$ -	\$ -	\$ -
Price	45	45				
Prior Experience	25	25				
Navajo Experience	30	30				
Total Points:	100	100	0	0	0	0

Note:

On-Sat's bid was \$166,500 for network maintenance and \$126,540 per year for maintenance for the video conference equipment, the \$166,500 should be included in Internet Access.

Exhibit "N-3"

**Internal Memorandum of February 8, 2006, with
notification of the selection of a service provider**



THE
NAVAJO
NATION

Telecommunications Regulatory Commission
Office Of The President and Vice President

Post Office Box 9000 Window Rock, Arizona 86517 Phone: 928-871-7574 Facsimile 928-871-7572

Joe Shirley, Jr.
President

Frank Dayish, Jr.
Vice President

INTERNAL MEMORANDUM

Ernest Franklin, Jr.
Executive Director

February 8, 2006

From Ernest Franklin

Thomas White
Administrative Assistant

RE: Notice of Bids

Steve Carey
Chairperson

All,

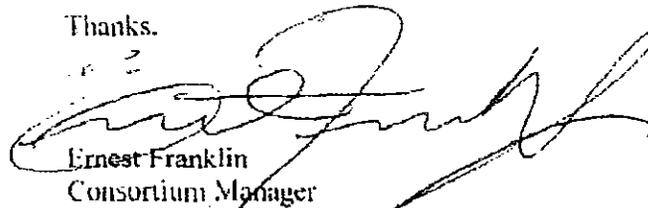
Madeleine A. Lynch
Vice Chairperson

This is more of an FYI that no bids were received on the NN Internet bandwidth that were better than the existing service. We will go forward with the existing services for the 2006 - 2007 year.

E. Toadus
Secretary/Treasurer

Thanks.

Nathan Neer
Commissioner


Ernest Franklin
Consortium Manager

James E. ...
Commissioner

Darbo Dregus
Commissioner

Steve ...
Commissioner

Exhibit "N-4"

**USAC Letter of April 20, 2007, notifying OnSat of a Funding
Commitment for E-Rate services for 2006-2007**



Universal Service Administrative Company
Schools & Libraries Division

REVISED FUNDING COMMITMENT DECISION LETTER
(Funding Year 2006: 07/01/2006 - 06/30/2007)

April 20, 2007

Dar Smith
OnSat Native American Services, Inc.
136 Heber Ave. Ste 204
P.O. Box 981855
Park City, UT 84098-1855

SPIN: 143026920

This letter is your notification that your appeal has been resolved and your official decision(s) regarding the appealed funding request decision(s) that featured your company's Service Provider Identification Number (SPIN).

The Funding Commitment Report (report) that follows this Revised FCDL contains a list of items that were included in your original FCDL. An explanation of the items in the attached report is included in the sample applicant FCDL posted to the SLD section of the USAC web site, and was included in your original FCDL. The report attached to this letter may have been updated. Use this updated information when completing FCC Form 477 or certifying FCC Forms 472. Your customer(s) should use this information when completing and certifying FCC Forms 486 and 472.

This same information is being sent to your customer(s). We urge you to contact your customer(s) to make any necessary arrangements regarding delivery of service and provision of discounts.

IMPLEMENTATION TIMEFRAME:

On June 29, 2001, the Federal Communications Commission (FCC) released an Order extending the implementation period for non-recurring services. Any non-recurring service for which funds are committed in this letter may be delivered and installed up to September 30, 2008, not including extensions. Support for recurring services, however, is available only for services provided during the period of July 01, 2006 through June 30, 2007.

If Forms 486 have not already been submitted for these services provided by this service provider as identified by the SPIN in the attached Funding Report, Forms 486, must be received or postmarked no later than 120 days after the Service Start Date or 120 days after the date of an FCDL that approves funding, whichever is later to receive discounts retroactively to the Service Start Date. If any funding was approved in the original FCDL and any services were provided by the service provider whose SPIN was referenced in the original Funding Report, the deadlines described above are calculated based on the original FCDL. If these services are approved as a result of a SPIN Correction, a new Form 486 will be required to allow invoicing for such services. Invoices for these services must be received or postmarked within 120 days of the date of the Form 486 Notification Letter or within 120 days of the last date to receive service, whichever is later. Work closely with your customers to ensure that Forms 486 and invoice forms are completed in a timely manner.

NEXT STEPS

File your FCC Form 473, Service Provider Annual Certification Form, for this funding year, if you have not already done so, to complete the procedure for submitting invoice forms. Form 473 must be completed each funding year by each service provider, for each separate SPIN, to confirm that the invoice forms

submitted by each service provider are in compliance with the FCC's rules governing the Schools and Libraries Universal Service Support Mechanism.

USAC needs to have current, complete and accurate contact and address information in order to properly make payments to service providers. The FCC Form 498, Service Provider Information Form, is the official form to use to submit or update this information. Please ensure that the information on our web site is accurate, and file the Form 498 if an update is needed.

NON-RECURRING SERVICES: Contract Expiration Date(s) featured on the FCC Form 471 may have passed. The attached report includes the Contract Expiration Dates from the Form 471, if provided, for each FRN. FCC rules grant a limited extension for contracts for non-recurring services. "[C]ontracts for nonrecurring services may be voluntarily extended to coincide with the appropriate deadline for the implementation [of delivery and installation for nonrecurring services]. Parties may not, however, extend other contractual provisions beyond the dates established by the Commission's rules without complying with the competitive bidding process." [FCC 01-195, released June 29, 2001] In other words, if an applicant is granted an extension of time for delivery and installation of non-recurring services, the applicant may extend the relevant contract without rebidding. If this is true for your customer, you should first negotiate a contract extension. Your customer must then file an FCC Form 500, Adjustment to Funding Commitment and Modification to Receipt of Service Confirmation Form to notify the SLD of the new Contract Expiration Date. After Form 500 has been submitted by your customer and successfully data entered, they can file the Form 486 with the SLD and you can begin invoicing the SLD for approved services.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) e-mail address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the decision letter and the decision you are appealing:
 - appellant name,
 - applicant or service provider name, if different than appellant,
 - applicant BEN and service provider SPIN,
 - application number as assigned by USAC,
 - name of the letter and funding year - both are located at the top of the letter, AND
 - the exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by the SLD's decision. If you are a service provider, please provide a copy of your appeal to the applicant affected by the SLD's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to the SLD by e-mail, use the "Submit a Question" feature on the web site at www.sl.universalservice.org. Click "Continue," choose "Appeals" from the Topics Inquiry on the lower portion of your screen, and click "Go" to begin your appeal submission. The system will prompt you through the process. The SLD will automatically reply to incoming e-mails to confirm receipt.

To submit your appeal to the SLD by fax, fax your appeal to (973) 599-6542.

To submit your appeal to the SLD on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division
Box 125 - Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

While we encourage you to resolve your appeal with the SLD first, you have the option of

filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our web site. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Service Provider Name: OnSat Native American Services, Inc.
SPIN: 143026920

Name of Billed Entity: NAVAJO NATION DINE EDUCATION CONSORTIUM
Billed Entity Address: P.O. BOX 9000
Billed Entity City: WINDOW ROCK
Billed Entity State: AZ
Billed Entity Zip: 86515
Billed Entity Number: 233673
Name of Contact Person: Ernest Franklin
Preferred Mode of Contact: EMAIL
Contact Information: efranklin@nntrc.org
Form 471 Application Number: 536476
Funding Request Number: 1484785
Funding Status: Funded
Category Of Service: TELCOMM SERVICES
Form 470 Application Number: 860880000574907
Contract Number: C22052
Billing Account Number: 928-871-7475
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2010
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-Discount Amount for Eligible Recurring Charges: \$1,858,140.00
Annual Pre-Discount Amount for Eligible Non-Recurring Charges: \$407,925.00
Pre-Discount Amount: \$2,266,065.00
Applicant's Discount Percentage Approved by SLD: 89%
Funding Commitment Decision: \$2,016,797.85 - FRN approved as submitted

Applicant Revised FCDL Letter Date: 04/20/2007
Appeal Wave Number: A08