



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Received & Inspected

JAN 19 2012

FCC Mail Room

PETE CÔTÉ
EXECUTIVE DIRECTOR
OF SUPPORT SERVICES
AND SPECIAL PROJECTS

January 12, 2012

Federal Communications Commission
Office of the Secretary
445 12th Street SW
Washington, DC 20554

Re: Letter of Appeal, E-Rate Funding Year 2011 Form 471 (823126) Postmarked
Outside of Window, CC Docket No. 02-6

Dear Sirs:

We are filing this appeal on behalf of Goose Creek CISD for the E-Rate 2011 Funding
Year. Our appeal is as follows:

1. Person most readily available to discuss this appeal is:
Brandi Ray
Goose Creek CISD
TMS Department
607 Baker Rd.
Baytown, TX 77521
(281) 425-3241 * fax (281) 420-4637 * email Brandi.Ray@GCCISD.net
2. We received a letter from USAC on December 1, 2011, informing Goose Creek
CISD that our application for Form 471 (Application #823126) was declined
because it was received outside of the filing window. This letter shall serve as our
formal appeal of this declination. The appeal is being made by Brandi Ray and
Pete Côté. The applicant is Goose Creek CISD, a public school district in the
State of Texas. Our BEN is 141322.
 - GCCISD engaged the services of technology and E-Rate consultant,
Education Partners Solutions, Inc. (EPS), in late 2009 to identify a
telecommunication service provider that could deliver reliable cellular
voice, texting, push to talk, and wireless Internet data service within the
campuses of GCCISD and throughout the district for use by the
maintenance, bus, and school (emergency) personnel. The initial 470 and
associated RFP was posted on 10-19-2009. Sprint Solutions, Inc. was the
successful vendor (see attached contract) out of four responses and the

associated five year contract was signed on 2-15-2010, the 471 was certified on 2-19-2010 and services began in 7-1-2010. We submitted the 471 Form to USAC and we were awarded a multi-year contract (five years) for these services and received \$157,344.30 from USAC for year one. During our preparation for the submittals for year two reimbursement, we failed to include the additional cost of the base contract and only included the per user cost. When we realized it was missing, we immediately contacted the SLD helpdesk and were instructed to submit a 471 Form, which we did. In addition, we were instructed by the SLD helpdesk to file an appeal informing the reviewers of the oversight, which is this letter. We are requesting acceptance of the 471 Form 823126 submittal since this is associated with an existing, and previously funded, multi-year award. The late submittal was a simple, clerical oversight on the part of GCCISD, but we ask you to mercifully reconsider your decision and accept the filed 471.

Please contact me if you have any questions or need additional information.

Sincerely,



Pete Côté
Executive Director of Support Services
and Special Projects
281-420-4819

Attachments



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2011-2012

January 05, 2012

Peter Cote
Goose Creek Cons Ind Sch Dist
P. O. Box 30
Baytown, TX 77522

Re: Applicant Name: GOOSE CREEK CONS IND SCH DIST
Billed Entity Number: 141322
Form 471 Application Number: 823126
Funding Request Number(s): 2241985
Your Correspondence Dated: December 16, 2011

The Universal Service Administrative Company (USAC) received your request for a waiver of the Application Filing Deadline for Funding Year 2011 of the Schools and Libraries Universal Service Support Mechanism.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. You should refer to CC Docket No. 02-6 on the first page of your waiver request to the FCC. If you are submitting your waiver request via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing a waiver request with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

EPS, Inc.
CONSULTING AGREEMENT

This Agreement is made effective as of December 2, 2008, by and between Goose Creek Consolidated Independent School District, 3401 N. Main St., Baytown, Texas 77521; and Education Partners Solution, Inc., 3506 Hwy 6 S., Suite 226, Sugar Land, TX 77478-4401.

In this Agreement, the party who is contracting to receive services shall be referred to as "GCCISD", and the party who will be providing the services shall be referred to as "EPS, Inc."

EPS, Inc. has a background in Strategic Planning, Community Network, Higher Education and K-12 Education video, voice and data network design, implementation and support, State and Federal discount programs (such as Universal Service Program -- E-Rate -- and others) is willing to provide services to GCCISD based on this background.

GCCISD desires to have services provided by EPS, Inc.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on December 2, 2008, EPS, Inc. will provide the following services, (collectively, the "Services"):

See Attached Cellular Reinforcement System Workplan

GCCISD will provide a technical lead to assist in the technical implementation for the Wide Area Network. In addition, GCCISD will provide an instructional implementation team for the usage of the technology for the campuses, the district and the Wide Area Network.

GCCISD has named and will provide the project manager, Brandi Ray of GCCISD and EPS, Inc. will provide a technical project manager and design engineer for all requested consultations.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by EPS, Inc. shall be determined by EPS, Inc. GCCISD will rely on EPS, Inc. to work as many hours as may be reasonably necessary to fulfill EPS, Inc.'s obligations under this Agreement.

3. FEES AND PAYMENT. Upon performance of satisfactory service by EPS, Inc. GCCISD will pay a fee to EPS, Inc. in the amount of \$16,950.00 for the Request For Proposal and associated ERate defined services. This fee shall be payable as follows: 50% at contract signing and 50% payment will be based upon percentage of project completed on a monthly basis. Subsequent phase or out-of-scope activities approved in writing by GCCISD will be billed hourly at a rate of \$175.00. Hours spent gathering needed information not provided will be considered out-of-scope activities.

Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that EPS, Inc. shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which EPS, Inc. has not yet been paid.

4. NEW PROJECT/PHASE/ACTIVITY APPROVAL. EPS, Inc. and GCCISD recognize that EPS, Inc.'s Services will include working on various projects for GCCISD. EPS, Inc. shall obtain the written approval of GCCISD prior to the commencement of a new project.

5. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by EPS, Inc. of the Services required by this Agreement or upon one week notice of either party, whichever occurs first.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that EPS, Inc. is an independent contractor with respect to GCCISD, and not an employee of GCCISD. GCCISD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of EPS, Inc.

7. EMPLOYEES. EPS, Inc.'s employees, if any, who perform services for GCCISD under this Agreement shall also be bound by the provisions of this Agreement.

8. INJURIES. EPS, Inc. acknowledges EPS, Inc.'s obligation to obtain appropriate insurance coverage for the benefit of EPS, Inc. (and EPS, Inc.'s employees, if any) EPS, Inc. waives any rights to recovery from GCCISD for any injuries that EPS, Inc. (and/or EPS, Inc.'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of EPS, Inc. or EPS, Inc.'s employees.

9. INDEMNITY. EPS, INC. SHALL INDEMNIFY AND SAVE HARMLESS GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF EPS, INC. OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

10. ASSIGNMENT. EPS, Inc.'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of GCCISD.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for GCCISD:

Goose Creek Consolidated Independent School District
3401 N. Main St.
Baytown, TX 77521
Attn: Pete Cote

IF for EPS, Inc.:

EPS, Inc.
Education Partners Solution, Inc.
3506 Hwy 6 S., Suite 226
Sugar Land, TX 77478-4401

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

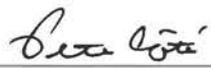
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas with exclusive venue for any disputes arising out of the agreement in state court in Harris County, Texas.

Both parties agree that the complete agreement between them about these Services will consist of this 1) Consulting Agreement, and if defined in this agreement, the 2) Statement of Work.

Agreed to: Goose Creek Consolidated Independent School District Agreed to: Education Partners Solution, Inc.

Goose Creek 2009 Cellular Reinforcement Project

By: 
Authorized Signature

Authorized Name (print) Pete Cote

By: 
Authorized Signature

Authorized Name (print) Ed Gifford

Customer number: _____

Date Signed: December 2, 2008

Customer Address:
Goose Creek Consolidated ISD
Pete Cote
3401 N. Main St.
Baytown, TX 77521

EPS, Inc. Billing Information:
EPS, Inc
Education Partners Solution, Inc.
3506 Hwy 6 S., Suite 226
Sugar Land, TX 77478-4401
TAX ID#: **76-0507372**

Purchase Order Number: _____

EPS Contract/Project Number: GCCISD0812

Estimated start date: December 2, 2008

ID	Task Name	Start	Finish	30, '08		
				M	T	W
1	Goose Creek Cellular System RFP	Mon 12/8/08	Thu 2/5/09			
2	Information Gathering and Review	Mon 12/8/08	Mon 12/8/08			
3	Current Facilities Information	Mon 12/8/08	Mon 12/8/08			
4	Current Cellular Use (per facility or program)	Mon 12/8/08	Mon 12/8/08			
5	Projected Cellular Use	Mon 12/8/08	Mon 12/8/08			
6	Current Radio Use (iDEN verses two-way)	Mon 12/8/08	Mon 12/8/08			
7	Projected Radio Use	Mon 12/8/08	Mon 12/8/08			
8	Current Blackberry Use	Mon 12/8/08	Mon 12/8/08			
9	Projected Blackberry Use	Mon 12/8/08	Mon 12/8/08			
10	Current Wireless Card Use	Mon 12/8/08	Mon 12/8/08			
11	Projected Wireless Card Use	Mon 12/8/08	Mon 12/8/08			
12	Current Emergency Communications Program Use	Mon 12/8/08	Mon 12/8/08			
13	Current Transportation Communication Program	Mon 12/8/08	Mon 12/8/08			
14	Current Maintenance and Operation Program	Mon 12/8/08	Mon 12/8/08			
15	Current Campus Communications Program	Mon 12/8/08	Mon 12/8/08			
16	Current Telecommunication and Internet Billing from Cellular Provider	Mon 12/8/08	Mon 12/8/08			
17	Technical Review and Requirements	Mon 12/8/08	Mon 12/8/08			
18	Coverage Expectations	Mon 12/8/08	Mon 12/8/08			
19	Service Levels	Mon 12/8/08	Mon 12/8/08			
20	BDA and DAS System Options	Mon 12/8/08	Mon 12/8/08			
21	Campus Connectivity Review	Mon 12/8/08	Mon 12/8/08			
22	Service verses District Owned Distributed Antenna System (DAS)	Mon 12/8/08	Mon 12/8/08			
23	Erate Filing Information	Mon 12/8/08	Mon 12/8/08			
24	Discount Levels per Campus	Mon 12/8/08	Mon 12/8/08			
25	2 and 5 Year Filing History	Mon 12/8/08	Mon 12/8/08			
26	470 information	Mon 12/8/08	Mon 12/8/08			
27	Campus Connectivity Review	Mon 12/8/08	Mon 12/8/08			
28	Update Technology Plan	Mon 12/8/08	Mon 12/8/08			
29	Erate Calendar for Filing	Mon 12/8/08	Mon 12/8/08			
30	471 Filing Support	Mon 12/8/08	Mon 12/8/08			
31	SLD PIA Support Questions	Mon 12/8/08	Mon 12/8/08			
32	RFP Process	Wed 12/10/08	Thu 2/5/09			
33	Develop RFP	Wed 12/10/08	Thu 12/11/08			
34	Review RFP	Thu 12/11/08	Thu 12/11/08			
35	Advertisement RFP	Fri 12/12/08	Fri 12/12/08			
36	Distribute RFP	Mon 12/15/08	Mon 12/15/08			
37	RFP Question_Addendum Support	Mon 1/5/09	Mon 1/5/09			
38	Receive RFP	Tue 1/13/09	Tue 1/13/09			
39	RFP Bid Tab_Evaluation and Recommendation	Wed 1/14/09	Wed 1/14/09			
40	Board Agenda	Wed 1/14/09	Wed 1/14/09			
41	District Contract Support and Negotiations	Thu 2/5/09	Thu 2/5/09			

Project: Cellular Project Calendar Date: Tue 12/9/08	Task		Project Summary	
	Split		External Tasks	
	Progress		External Milestone	
	Milestone		Deadline	
	Summary			

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1.0 Contact Information

Education Partners Solution, Inc.
3506 Hwy 6 S, Suite 226
Houston, TX 77478-4401
Office: (281) 494-0187
Fax: (832) 201-8162

Business Owners: Ed and Polly Gifford
Established: 1996
Years as a company: 12 Years
CMBL/CISV Master Catalog: 1760507372900

Organization Memberships/Certifications:



Insurance:

General Liability: USF Insurance Company #LGBGL18017R4: \$1,000,000
Professional Liability: Philadelphia Indemnity Insurance #PHSD239477: \$1,000,000

2.0 EPS Background Information

Education Partners Solution

BUSINESS: Technology Consultants for K12 Education Market

YEARS IN BUSINESS: 12 Years

CONTRACT BASIS: Professional technology consulting firm with unique and sole expertise in K12 education in the area of cellular services, erate funding and cellular services implementation.

EDUCATION CODE, CHAPTER 44. FISCAL MANAGEMENT, SUBCHAPTER A.
SCHOOL DISTRICT FISCAL MANAGEMENT
§ 44.031. PURCHASING CONTRACTS.

(f) This section does not apply to a contract for professional services rendered, including services of an architect, attorney, or fiscal agent. A school district may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, Government Code, in lieu of the methods provided by this section.

Texas Government Code – Section 2254.003 Selevtion of Provider
2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services....on the basis of competitive bids submitted for the contract....but shall make the selection and award:

- (1) on the basis of demonstrated competence and qualifications to perform the services; and
- (2) for a fair and reasonable price;

Education Partners Solution (EPS) was founded with the goal of providing vendor independent technology consulting, integration, and support services while maintaining the highest-level commitment to quality solutions. EPS is dedicated to the science of voice, video and data networking, providing expertise and depth into a complex and ever changing Educational-computing market. There's no substitute for experience, and EPS's highly qualified **experts** in the networking field allow networking projects to be executed precisely, within budget, and with strategic educational goals in mind. Networks are continuing to be a key to the flow of information within education and thus are mission critical to our customers. Additional qualifications include both principals as members of the BICSI (*Building International Consulting Services International*) and Ms. Gifford earning a RCDD (*Registered Communications Distribution Designer*) certification (currently lapsed), which brings industry respect of our independence and integrity.

Education Partners Solution specializes in bond program management and the development of Wide Area, Metropolitan, and Local Area Networks including network integration of all computer system platforms. EPS's Education industry experience includes in-depth working knowledge of routing technology including Cisco, Marconi/Fore, Nortel, and 3Com and in dealing with the design and layout of LAN and WAN environments. We have developed LAN/WAN environments utilizing all of the major LAN platforms including Novell, NT, Macintosh OS, and others, for our customers. We have installed wide area voice, video and data networks utilizing Tele-Communications, Inc. (TCI), Phonoscope, Reliant/Houston Lighting & Power (HL&P), CentroVision, Alltel, TXU, Brazoria Telephone and Irwin Utilities. We want to stress that EPS works for our client and is completely independent of a manufacture or service provider as evidenced above.

EPS has clear and unmatched expertise and experience in the area of cellular system implementation within K12 education. In the Houston area, EPS has worked to provide a cellular solution for Katy ISD, Temple ISD and Lamar Consolidated.

EPS brings highly needed expertise and experience in the area of erate funding support for school district. EPS does not only provide expertise in the area of planning and filing but also technology bid, assessment and contracts that are aligned with district, state and erate procurement processes.

EPS is strategically placed in the market to allow you to take advantage of the latest technology in the networking arena. EPS's approach to networking is **not** as a value added re-seller but as a **vendor independent** consulting and integration organization. With EPS personnel, the customer can be assured that vendor hardware/software prejudices are eliminated; allowing the best solution for the customers' particular needs which adds a distinct advantage over other vendors. EPS corporate objectives are clearly defined:

- Maintain Vendor Independence
- Provide for Cost Competitive Solutions
- Commitment to Customer Satisfaction
- Delivery of On-Time On-Budget Projects
- Continued development of Technical Knowledge

EPS is committed to providing expert project life-cycle support in every contract with which we are associated.

Work with the talented professionals of EPS and we will show you why we have one of the highest levels of repeat business anywhere. We are confident that our expertise will be of strategic value to you and provide effective solutions for your networking needs.

EPS will continue to evolve the various networks with which we are developing; we know we can be of assistance to you in evaluating, coordinating, planning, or implementing your LAN/WAN technology.

Program Process

EPS, through detailed Strategic Planning processes and efforts, have developed programs for large metropolitan school districts such as Lamar Consolidated ISD (ADA 20,000+), Humble ISD (ADA 25,000+), Pasadena ISD (ADA 50,000+), Temple ISD (ADA 8,200) and Texas City ISD (ADA 5,800+). All projects below required the following activities:

- 1) Conduct broad based planning process involving stakeholders.
- 2) Develop organizationally and operationally aligned strategic and tactical plan.
- 3) Develop Master Facilities Plan
- 4) Develop Instructional Plan
- 5) Develop Business Plan
- 6) Utilize and tailor Best Practices
- 7) Develop Implementation Plan
- 8) Develop a comprehensive written work plan that reflects the status of pre-design, design, bidding, equipment selection, installation, and post installation progress.
- 9) Establish a budget and schedule for district approval and provide an integrated budget/cost and schedule management system designed to meet the technical objectives of the bond program.
- 10) Maintain project schedule for the technical implementation throughout the bond program life-cycle.

- 11) Develop a records and document control management system for all bond program participants, which will ensure all documents are properly handled and all records are properly maintained. This will be done through Mirra Server access.
- 12) Prepare Requests for Qualifications and Requests for Proposals for design and technical services; assist and help facilitate the selection process.
- 13) Recommend timing and manpower levels required for the workload for each project.
- 14) Develop standard forms of agreements and contracts in consultation with District's legal counsel.
- 15) Manage technical sections of the bid and award process for selecting contractors, awarding contracts, and execution of purchase orders.
- 16) Maintain program progress records. All records, correspondence, contracts, technical studies, and other related documents will remain the property of the District. An annual report on project progress, cost analysis, and future cash flow will be required.
- 17) Provide cost and schedule reports for review by District staff, the Board of Trustees, and others as appropriate.
- 18) Develop and monitor implementation of an overall Quality Assurance Plan in accordance with contractual requirements.
- 19) Advise the District in such matters as:
 - a) Alternate forms of project delivery
 - b) Structure and implementation of projects
 - c) Structure of bid packages
- 20) Work with Architectural and district construction firms through single point of contact.
- 21) Work with architectural firm(s) on the network design of new construction.
- 22) Work with District and construction firms on the bidding, equipment selection, and installation of network equipment.
- 23) Recommend additional equipment and services as necessary.
- 24) Design wireless network, leveraging current topology and equipment.
- 25) Provide equipment recommendations.
- 26) Work with the district on RFP development and review for equipment and professional services.
- 27) Analyze bids
- 28) Manage contract negotiation for network and classroom equipment, installation, and services.
- 29) Provide project management of installation.

Greater detail of projects reflecting EPS's efforts consisting of the above activities are listed in following sections.

3.0 EPS Qualifications

3.1 Firms qualifications for this project.

3.1.1 Program Planning.

Lamar Consolidated ISD Example:

The district's 20,710 students are currently served by 18 elementary campuses, two 6th grade campuses, two junior high campuses, three high school campuses, and seven special sites. As a result of the 2006 Bond Referendum, three new elementary schools, a 6th grade school, a junior high school, and the district's fourth high school will be built within the district. The proposition also allows for the purchase of land for three more elementary school sites, and upgrades/renovations to most of the district's existing educational facilities. The referendum will fund over \$21.2 million in technology upgrades across the district and the purchase of 82 new buses to improve and expand the existing fleet. Finally, the bonds will finance new construction and necessary renovations to many support facilities and special school sites.

LCISD is made up of a diverse population with the following demographics: Native American - 0.2%, Asian - 3.4%, African American - 17%, Hispanic - 46%, White - 34%, Low SES - 45.84%. The district is very cognizant of its growing low socio-economic student population. LCISD will utilize its management systems to monitor and manage all student performance including at-risk and low performing students. LCISD has a professional staff made up of 2,714 people consisting of 1,334 Teachers, 284 other Professional Personnel and 1,096 Support staff.

Based on an EPS technical need assessment, Lamar Consolidated Independent School District requested and received bond funding in the fall of 2003. In 2005, EPS conducted an intensive technology strategic planning initiative that established a Technology Planning Committee which included management of all operational departments, key staff members, campus principals, teachers, parents and students. Through this planning process, the committee identified additional needs and requirements within LCISD to enable the district to meet its District's goals and objectives. The committee recommended that the district should identify and procure the Systems that will allow the district more effective and efficient operation of departments, provide the analytical data for data driven decision making, and provide information and access to data to allow transparency and accountability for all stakeholders. A Technology Board Committee was also established which included three (3) board members, Superintendent, Superintendent's Cabinet and technology department leadership which approved the recommendation and the associated technology plan. These two committees determined that a comprehensive assessment of the Systems for the district would be conducted and associated RFPs would be released to select the systems. The projects are outlined in section 3.5.

Humble ISD Example:

An EPS example of success in Bond Program Planning was with Humble Independent School District. Humble Independent School District (HISD) has an enrollment of 25,239 comprised of nineteen (19) Elementary Schools, six (6) Middle Schools and three (3) High Schools and growing fast just north of Houston. This population consists of 17.3% Economically Disadvantaged, 0.3% Dropout Rate, 96.2% Completion Rate with an Ethnic Breakdown: 70.7 % White, 10.6% African American, 15.3% Hispanic and 3.5% Other. The result of our efforts in Phase One was approved in the September 14, 2002 bond referendum. The \$230 million bond package includes new facilities, major additions, renovations and repairs to existing facilities, technology improvements and replacements, site acquisition, and operating budget relief. The Board has indicated its commitment to completing all of the capital projects and expenditures recommended within whatever financial or other constraints arise over the bond period. The result is a Strategic Plan of the district's long-term technology infrastructure for instructional purposes including physical plant of LAN & WAN network services, personnel & organizational structures. Our commitment has always been to implement the technology that will empower the district's current investment and to position the district to migrate towards tomorrow's technology.

The process of developing a Strategic Plan required many meetings dealing with varying audiences and objectives. Meetings included meeting with the public, task force teams, public relations representatives, board members, cabinet members, department heads, classroom teachers, technology representatives, legal representatives, and others. From these meetings EPS developed an overall program definition and development program, project budgets, Technology and Curriculum Integration objectives, Technology Alignments with state and local objectives and an Emergency Response Crisis Management requirement.

Additional information regarding the HISD bond program can be found at:

<http://www.humble.k12.tx.us/Bond%20Update/BondProjectSchedule.pdf>
http://www.humble.k12.tx.us/Bond%20Update/bond_Final%20Report.pdf

3.2 Firms references for this project.

EPS has managed a Large Program Planning and Implementation services for Humble ISD, North Harris Montgomery Community College District, Temple ISD and Lamar Consolidated ISD and smaller sized Program Planning and Implementation services for St. John's School, Kinkaid, Alamo Heights and Stafford MSD.

<u>Temple ISD</u> 200 North 23rd Street Temple, TX 76504-4012 Luann Hughes, Director of Technology (254) 215-6828	1996 to present; Many projects New Construction and Major Renovations WAN Fiber, LAN Cabling, WAN/LAN Electronics, Data/Voice/Video Services
<u>Lamar Consolidated ISD</u> 3911 Avenue I Rosenberg, TX 77471 Steve Hickman, Director of Technology (832) 223-0202	1996 to present; 3 Bond Programs New Construction and Major Renovations LCISD Bond program WAN Fiber, WAN/LAN Electronics, Data/Video Services
<u>Humble ISD</u> 20200 Eastway Village Drive Humble, TX 77338 Mr. Mike Drachenberg Director of Technology (281) 641-8066	2001 to 2004 New Construction and Major Renovations \$229,984,624 Bond Program WAN Fiber, LAN Cabling, WAN/LAN Electronics, Data/Voice/Video Services
<u>North Harris Montgomery Community College</u> 5000 Research Forest Drive The Woodlands, TX 77381-4399 Ron Stauss-Retired Vice Chancellor for Telecom & IS (832) 813-6520	2000 to 2003 New Construction and Major Renovations \$183,750,000 Bond Program WAN Fiber, WAN/LAN Electronics, Data/Voice/Video Services

Over the past 12+ years, EPS has worked with many Architectural firms such as: Ziegler Cooper, PBK, SBWV, Morris, Joiner, Bay, Merriman Holt, Molina Walker, and Ambrose, McEnany and House as well as many MEP firms associated with these projects.

3.3 Personnel

EPS corporate focus is on the partnership and relationship with you, our client. The result is an implementation plan of the district's long-term technology infrastructure for instructional purposes including physical plant of LAN & WAN network services, personnel & organizational structures. Our commitment has always been to implement the technology that will empower your current investment and position the district to migrate of tomorrow's technology.

Mr. Gifford has in excess of 25 years of large-scale project management. Prior to forming EPS, Mr. Gifford was as the Executive Director of Computer Services from 1992 – 1996 to a large metropolitan school district consisting of 46 campuses, 28,000+ students, and 3000+ professionals district wide. His leadership and vision enabled this district to implement a highly respected instructional and administrative technology system. Prior to this position, Mr. Gifford was a Management Consulting Manager for a Big 6 Accounting Firm in Houston, Texas.

Additional Accreditations for Mr. Gifford:

- Certified Computing Professional (CCP)
- Certified Data Processor (CDP)
- Certified Systems Professional (CSP)
 - Institute for Certification of Computer Professionals (ICCP)
- Certified Information Systems Auditor (CISA)
 - Information Systems Audit and Control Association, Inc. (ISACA) (Formally EDP Auditors Association)
- BICSI (Building International Consulting Services International) Member

Mrs. Gifford's professional experience has been focused as a pure WAN/LAN technologist from the physical layer through the network application layer of the ISO/OSI model. Prior to forming EPS, Mr. Gifford was managed 15 high-level network engineers working on multiple projects in education. She has been project manager and design team leader for large LAN/WAN projects for:

- Temple ISD,
- Katy ISD,
- LaPorte ISD,
- Goose Creek ISD,
- Humble ISD,
- North Harris Montgomery Community College District,
- Texas City ISD,
- Stafford MSD,
- Lamar Consolidated ISD,
- Alief ISD,
- The University of Texas Health Science Center at Houston (UTHSC),
- and The University of Texas Medical Branch at Galveston (UTMB).

Mrs. Gifford's passion is for knowledge and in implementing the proper technology for instructional objectives. You will find very quickly she is well respected and qualified as an excellent partner for the district in implementing their technology plan.

Additional Accreditations for Mrs. Gifford:

- BICSI (Building International Consulting Services International) certified RCDD (Registered Communications Distribution Designer) (since lapsed).

3.4 Network Certifications

EPS's Education industry experience includes in-depth working knowledge of routing technology including Cisco, Marconi/Fore, Nortel, and 3Com and in dealing with the design and layout of LAN and WAN environments. We have developed LAN/WAN environments utilizing all of the major LAN platforms including Novell, NT, Macintosh OS, and others, for our customers. We have installed wide area voice, video and data networks utilizing Tele-Communications, Inc. (TCI), Phonoscope, Reliant/Houston Lighting & Power (HL&P), CentroVision, Alltel, TXU, Brazoria Telephone and Irwin Utilities. We want to stress that EPS works for our client and is completely independent of a manufacture or service provider as evidenced above.

EPS is strategically placed in the market to allow you to take advantage of the latest technology in the networking arena. EPS's approach to networking is *not* as a value added re-seller but as a **vendor independent** consulting and integration organization. With EPS personnel, the customer can be assured that vendor hardware/software prejudices are eliminated; allowing the best solution for the customers' particular needs which adds a distinct advantage over other vendors.

It is our stated direction to maintain complete objectivity in evaluating network solutions. As a firm, we do not pursue any manufacture certification tracks to ensure the very real and perceived independent position we hold for our clients.

3.5 Sample End-to-End Project Experience Summary

Sample Bond Projects all requiring design and RFP creation and management:

1999 Lamar Consolidated Technology Project Management

Consulting/Services	\$300,000
Local Area Network Infrastructure	\$950,000
Wide Area Network Infrastructure	\$550,000
Data Electronics	\$700,000
Network Operating System, Servers and Implementation	\$150,000
Software Design and Deployment	\$200,000
Classroom Multi-media Systems	\$2,000,000
Implementation Support and Maintenance	\$150,000
TOTAL 1999 TECHNOLOGY PROGRAM BUDGET	\$ 5,000,000

2003 Lamar Consolidated Technology Project Management

Consulting/Services	\$284,000
Enterprise Business System (Phase 1)	\$250,000
Student Management System (Upgrade) Plus Grade book	\$500,000
Distance Learning Carts	\$144,000
File and Application Storage Area Network (SAN)	\$475,000
Network Operating System, Servers and Implementation	\$282,000
Phone System and Network Upgrade	\$900,000
Security/Surveillance System	\$1,800,000
Irma Dru Hutchison Elementary (New Construction)	\$350,000
Velasquez Elementary (New Construction)	\$350,000
TOTAL 2004 TECHNOLOGY PROGRAM BUDGET	\$ 5,335,000

2006 Lamar Consolidated Technology Project Management

Financial management phase II	\$1,259,375
Curriculum, Instruction, and assessment Mgt System	\$ 251,875
Staff development system	\$ 94,453
Document Imaging and workflow (HR)	\$ 282,100
Worker's Comp.	\$ 100,750
Classroom telephones	\$ 503,750
Auto-Dialer	\$ 94,453
Wireless access	\$ 453,375
Electronics	\$ 1,259,375
Replace obsolete distance learning equipment	\$ 145,080
Mobil Laptops Carts	\$3,526,250
Teacher Workstations	\$1,511,250
Computers	\$4,287,794
Classroom Monitor and Projector replacement	\$1,385,313
Printers	\$ 923,374
Data Warehouse	\$ 755,625
Anytime, anywhere access to school information	\$ 125,938
Redundant network connectivity	\$ 944,531
Network Access and Security	\$ 730,437
Expanded Storage	\$ 629,688
TOTAL 2006 TECHNOLOGY PROGRAM BUDGET	\$19,264,785

3.6 Example Client (Temple ISD) and EPS projects since 1996

High-level Temple WAN Project Summary:

CLIENT	SOLUTION	VENDORS	BUDGET
Temple ISD Sept 1997 (Phase I)	21 Point to Point Single Mode Fiber Optic WAN sites with one central Hub sites; 155 ATM WAN	WAN: Centrovision Electronics: Cisco	WAN: \$1,790,000 Electronics: \$500,000
Temple ISD June 2000 (Phase II)	155 ATM migration to Gigabit	WAN: Centrovision Electronics: Cisco	WAN: In Phase 1 Electronics: \$300,000
Temple Community Network CN2	Fiber, Wireless, OC48 Circuit, SONET	WAN: Centrovision Electronics: Cisco	WAN: \$70,000 Electronics: \$360,000

Awarded Grants written by and managed by EPS for TISD

Texas Infrastructure Fund – Public Schools #8	\$ 399,884.00
Texas Infrastructure Fund – Public Schools #9	\$ 200,000.00
Texas Infrastructure Fund – Special Projects	\$ 785,149.00
Texas Infrastructure Fund – Public Schools #10	\$ 225,000.00
Community Network Grant	\$ 525,000.00
Technology Applications Readiness Grants for Empowering Texas (TARGET)	\$ 899,000.00
Emergency Response Planning Grant	\$ 500,000.00
EPS Obtained Funding for TISD	\$3,534,033.00

Sample List of RFP's Written and Projects Managed by EPS on behalf of TISD

TISD Web Hosting/Email/eLockers RFP – 07-09 - December 9, 2008
 TISD Internet Access RFP – 08-09 - December 9, 2008
 TISD Video Conferencing / Video Distribution System RFP – 09-09 - December 9, 2008
 TISD Network Wireless RFP – 10-09 - December 9, 2008
 TISD SmartNet RFP – 11-09 - December 9, 2008
 TISD Network Electronics RFP – 12-09 - December 9, 2008
 TISD 21st Century Classroom RFP – 15-08 - April 4, 2008
 TISD Existing Facilities LAN Cabling RFP – 09-08 - December 19, 2007
 TISD New Construction Facilities LAN Cabling RFP – 10-08 - December 19, 2007
 TISD Network Electronics RFP – 011-08 - December 19, 2007
 TISD Video Equipment and Services RFP – 12-08 - December 19, 2007
 TISD LAN Wireless RFP – 13-08 - December 19, 2007
 TISD Internet Access RFP – 11-07 - December 29, 2006
 TISD Cellular Telephone RFP – 12-07 - December 29, 2006
 TISD PRI RFP – 13-07 - December 29, 2006
 TISD POTS RFP – 14-07 - December 29, 2006
 TISD Student EMail RFP – 15-07 - December 29, 2006
 TISD Wireless/Cellular Service RFP - January 23, 2006
 TISD Internet Access RFP - January 23, 2006
 TISD Internet Access RFP - January 28, 2004
 TISD VBrick Video RFP - January 28, 2004
 TISD WAN/LAN Electronics RFP - June 20, 2003
 TISD Wireless Network RFP - June 20, 2003
 Temple Community Network RFP #21-03 - January 16, 2003

Temple Community Network RFP #11-03 - November 4, 2002
TISD Telephone RFP #15-02 - December 11, 2001
TISD WAN/LAN Electronics RFQ - July 26, 2000
TISD PC Loadset Creation/Distribution RFQ - July 26, 2000
TISD PC Distribution RFQ - July 26, 2000
TISD Video Cabling RFP #35-99 - October 29, 1998
TISD Remote Access RFP #22-99 - September 14, 1998
TISD Enterprise Servers RFP #21-99 - September 14, 1998
TISD Microsoft Exchange RFP #20-99 - September 14, 1998
TISD ANAT/Loadset RFQ - August 28, 1998
TISD WAN/LAN Electronics RFP - January 29, 1998
TISD WAN RFP #80-97 - September 23, 1997
TISD LAN Cabling RFP - June 3, 1997

3.7 Historically Underutilized Business

A "Historically Underutilized Business" is an entity with its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman who reside in Texas and have a proportionate interest and demonstrate active participation in the control, operations and management of the entity's affairs. EPS, Inc. is a Historically Underutilized Business with an American woman residing in Texas owning at least 51%.

3.8 Litigation and Disputes

EPS has never had any litigation or dispute claim in connection with consulting services provided in the history of the company.

3.9 Conflict of Interest

Education Partners Solution does not have any past or present business relationship with a member of the Board, Administration or Staff of this Independent School District regardless of the nature or amount. This fulfills the Conflict of Interest Questionnaire requirement as there is no conflict of interest to be disclosed.

4.0 SUMMARY

The identification of technology solutions must be as independent and impartial as possible. Education Partners Solution, Inc. is committed to "do the right thing" for education. Our drive is to provide the most instructionally powerful, cost effective, far-reaching, solutions for as many students and education professionals as possible. We have been blessed with the skills to make a positive difference, we have, and we will.

We know we can assist your School District in making a difference. We look forward to working with you and sharing our creative ideas.

Submitted By:



Education Partners Solution, Inc.
3506 Hwy 6 S, Suite 226
Houston, TX 77478-4401

CMBL/CISV Master Catalog: 1760507372900

Proposal Forms:

Felony Conviction Disclosure Statement

State of Texas legislative Bill No. 1 Section 4.034, Notification of Criminal History, Subsection (a) states " a person or business entity that enters into a contract with a district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states " a district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space

I, the undersigned agent for the firm named below, certify; that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

VENDOR'S NAME: Education Partners Solution, Inc.

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Ed Gifford

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
SIGNATURE OF COMPANY OFFICIAL _____

A. My firm is not owned nor operated by anyone who has been convicted of a felony.
SIGNATURE OF COMPANY OFFICIAL Ed Gifford

A. My firm is owned and/or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) _____

Details of Conviction(s) _____

SIGNATURE OF COMPANY OFFICIAL Ed Gifford

CONFLICT OF INTEREST QUESTIONNAIRE

Form CIQ

For vendor or other person doing business with local governmental entity: This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.

1. Name of person doing business with local governmental entity.

Ed Gifford

2. Previously Filed.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Signatures.

Ed Gifford

Signature of person doing business with the governmental entity

December 5, 2008

Date

CUSTOM NETWORK SOLUTIONS AGREEMENT
(Government Customer - Standard Version)

This Custom Network Solutions Agreement ("**Agreement**") is dated as of the date the last Party signs this Agreement ("**Effective Date**") between Goose Creek Consolidated Independent School District ("**Customer**") and Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing wireless telecommunications equipment and services ("**Sprint**"). Customer and Sprint may be referred to individually as a "**Party**" or collectively as the "**Parties**."

BACKGROUND

A. Sprint, through its affiliated entities, operates the Sprint PCS Network, using CDMA technology, and the Nextel National Network, using iDEN technology (collectively, the "**Networks**"), to provide wireless telecommunications services in certain geographic areas of the United States (collectively, the "**Services**"). Each wireless telephone or other access device that accesses the Networks and uses the Services is referred to as a "**Device**."

B. Customer is a state or local government entity or agency. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.

C. Customer is a party to or is otherwise authorized to purchase Sprint Services and Devices under one or more Sprint Wireless Service Agreements (collectively, the "**Service Agreement**").

D. Sprint will install, own, operate and maintain the On-Premise Equipment identified in this Agreement at Premises (defined below) in order to deliver an open-access Sprint PCS Network signal to the location as mutually agreed and as set forth in Exhibit A to this Agreement. On-Premise Equipment may include signal source equipment for Sprint's Networks and/or Sprint-dedicated distributed antenna system equipment for the purpose of enhancing the provision of the Services (collectively, the "**On-Premise Equipment**"). On-Premise Equipment does not include any equipment provided to Customer pursuant to the Service Agreement or any other contract or agreement between the Parties.

E. Sprint will provide access to the Sprint PCS Network to the Devices contracted by the customer at the signal and service levels specified within the Service Level Agreement; however, the signal will not be limited to the Customer devices but instead will be available to all Sprint PCS customers within the signal area.

F. Customer owns, leases or otherwise has the legal right to occupy the property located at the addresses identified in Exhibit A ("**Customer's Property**"). The On-Premise Equipment will be at locations on Customer's Property as further identified in Exhibit A to this Agreement ("**Premises**"). The "Premises" will include riser, conduit and other space required for cable runs to connect the On-Premise Equipment and all necessary non-exclusive easements for vehicular and pedestrian access thereto, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Sprint. Capitalized terms that are not otherwise defined in this Agreement have the meaning defined in the Service Agreement. In the event of a conflict between this CNS Agreement and the Service Agreement, the terms of this CNS Agreement will control.

AGREEMENT

1. Initial Term and Renewal Terms.

1.1. **Initial Term.** The term of this Agreement begins on July 1, 2010 and ends Sixty (60) months after Services Acceptance (defined below) ("**Initial Term**"). Services Delivery is complete when Customer accepts the Services in accordance with Sprint's standard system acceptance criteria ("**System Acceptance**"). Sprint will begin to deliver the Services after a Notice to Proceed has been authorized by both Parties based on Erate funding approval notification. At Customer's request, Sprint will provide a copy of its standard system acceptance criteria.

1.2. **Renewal Term.** Upon expiration of the Initial Term, the parties may renew this Agreement for up to 2 successive renewal terms of 2 years each (each a "**Renewal Term**" and collectively, the "**Renewal Terms**") unless either Party provides written notice to the other Party, not less than 60 days before the expiration of the Initial Term or then-current Renewal Term, of its intention not to enter into a Renewal Term. If the Service Agreement is terminated prior to the expiration or termination of this Agreement, the Service Agreement will remain in effect with respect to the Devices subject to this Agreement until this Agreement expires or is terminated.

1.3. **License Renewal Term.** Upon expiration of the Initial Term, if Customer elects to not enter into a Renewal Term with respect to the Monthly Commitment (defined below), Sprint will have the option to continue operating and maintaining the On-Premise Equipment at the Premises for up to 5 years (the "**License Renewal Term**"). During the License Renewal Term, Sprint will be responsible for the cost of electric service necessary for the operation of the On-Premise Equipment.

2. Responsibilities of Customer.

2.1. **Monthly Recurring Service Fees.** During each month of the Term, Customer agrees to purchase a minimum of Thirty Three Thousand One Hundred Ninety Dollars (\$33,190.00) of Services under the Service Agreement, of which Six Thousand Two Hundred Seventy (\$6,270.00) will be in new Services ("**Monthly Commitment**"). Customer's obligation to fulfill the

Monthly Commitment begins 6 months after an authorized of Notice to Proceed is processed and continues in every month thereafter during the Initial Term of this Agreement (but not during a License Renewal Term). At any time during the Term of this Agreement, Customer may retire its Monthly Commitment obligation by paying the Capital Recovery Fee. The Customer's fulfillment of the Monthly Commitment will be evaluated and balanced annually on the anniversary of the Service Acceptance date. In order to contribute toward fulfillment of the Monthly Commitment, Customer's purchase of Services must meet the following requirements:

2.1.1. Each Device subject to the Monthly Commitment must be activated under Customer's billing account number ("BAN") 920593482 and Customer's ID number GAEDU_STX.

2.2 **Capital Recovery Fee.** Except for a termination under Sections 11.1, 11.2, 11.4, 11.5, 11.6, 12.1 or 12.3, if this Agreement is terminated prior to the end of the Initial Term, Customer agrees to pay to Sprint a termination fee within 30 days of the termination of this Agreement or expiration of the Initial Term (as is applicable) equal to: a prorated percentage of Sprint's initial capital investment of \$222,000.00 ("Capital Recovery Fee"). Beginning on the Effective Date, once Sprint has received from Customer Service fees in excess of the \$1,905,814.80 Commitment, Sprint will no longer calculate or assess a Capital Recovery Fee.

2.3 **Engineering Services and Connection Fee.** Customer agrees to pay Sprint an engineering services and connection fee of \$1,048,962.10, in five equal installments, of which the first payment of \$209,792.42 will be due no later than 30 days after the Effective Date. The remaining payments will be \$209,792.42 each and will be due on the anniversary of the Effective Date each year for the next four years.

2.4 **Notice to Vacate.** Customer will give Sprint at least 90 days' advance written notice of its intent to vacate Customer's Property. Sprint will have no obligation to transfer, install, operate or maintain the On-Premise Equipment at any Customer properties or premises other than those set forth in this Agreement.

2.5 **Reimbursement.** Customer will reimburse Sprint for the reasonable costs necessary to repair or replace the On-Premise Equipment as a result of damage caused by Customer's negligence, intentional acts or omissions.

2.6 **Access to Premises.** Customer will provide Sprint with escorted access to the Premises during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint as required by Sprint to install, operate, remove and maintain the On-Premise Equipment. Customer will provide Sprint with a contact telephone number to call twenty-four hours a day; seven days a week to arrange for emergency access to the Premises, and Customer will use commercially reasonable efforts to provide Sprint with prompt access to the On-Premise Equipment for emergency repairs. Customer will provide Sprint with prior written notice of all reasonable security procedures and requirements for access to the Premises that are relevant to Sprint's installation, operation, and maintenance of the On-Premise Equipment.

2.7 **Access to On-Premise Equipment.** Customer will use commercially reasonable efforts to prevent unauthorized persons from accessing, altering, removing, tampering with or attempting to repair the On-Premise Equipment, including any third party vendors or contractors Customer engages to perform work at the Premises.

2.8 **Third Party Permits.** Customer will obtain any third party consent or authorization required at Customer's Property or the Premises necessary for the installation and operation of the On-Premise Equipment.

2.9 **Utilities.** Customer, at its expense, will provide Sprint with electric service for immediate hook-up as required for installation and operation of the On-Premise Equipment.

2.10 **Marketing.** During the Term, Customer will allow Sprint to: (i) display at the Premises, "Enhanced Coverage Zone" window decals, or decals with similar messages, and (ii) reference Customer in case studies for use in marketing Sprint's enhanced service coverage offerings. Additionally, Sprint and Customer will cooperate in good faith to develop other mutually acceptable marketing activities to promote Sprint's products and services.

3. **Responsibilities of Sprint.** Sprint agrees to carry out the following responsibilities:

3.1. **Installation.** Install the On-Premise Equipment in accordance with this Agreement, including the Statement of Work attached as hereto as Exhibit A ("Statement of Work").

3.2. **Utilities.** Be responsible for any monthly recurring cost of any T-1 telecommunications lines necessary for the operation of the On-Premise Equipment. Customer acknowledges and agrees that Sprint's obligation to install, operate and maintain the On-Premise Equipment is contingent on appropriate utilities, including electric service and a T-1 telecommunications line, if applicable, being available at the Premises.

3.3. **Operation.** Operate and maintain the On-Premise Equipment in accordance with this Agreement and in a manner that will not unreasonably disturb Customer's occupancy.

3.4. **Training.** Within 60 days after System Acceptance, provide a reasonable level of training to a mutually agreed upon number of designated Customer employees to enable such employees to provide customer support to Customer's end users of the Devices and Service. Sprint will provide such training using its standard course materials and methods.

3.5. **Notice.** Provide Customer with 10 days' advance notice of planned On-Premise Equipment outages for maintenance or repair purposes.

3.6. **Support.** Provide customer support for the On-Premise Equipment and for Devices subject to the Monthly Commitment through the Sprint CNS Care group, which can be reached by calling 1-888-206-3585

3.7. **Compliance.** Comply with all applicable laws relating to its use of the Premises and with all reasonable security procedures and requirements for access to the Premises.

4. **License and Use.** Customer grants Sprint a license to install, operate, maintain and remove the On-Premise Equipment at the Premises. Customer agrees to provide Sprint with sufficient floor space as required for the proper installation of the On-Premise Equipment, as further described in the Statement of Work. Sprint, in its reasonable discretion, may replace, modify, upgrade and remove the On-Premise Equipment consistent with its obligations in the Statement of Work. All rights granted to Sprint under this Agreement are irrevocable until this Agreement expires or is terminated and Sprint has been provided the opportunity to remove the On-Premise Equipment as provided under the "Right to Remove On-Premise Equipment" section.

5. **Customer Representations.**

5.1. **Occupancy.** Customer owns, leases or otherwise has the legal right to occupy Customer's Property, and the Premises, and has all rights necessary to grant Sprint the access and license rights contained in this Agreement.

5.2. **Permission.** Customer has obtained or will obtain all necessary permission, consent and approvals required at Customer's Property and the Premises for Sprint's installation, operation and maintenance of the On-Premise Equipment.

5.3. **Suitability.** To the best of Customer's knowledge, Customer's Property and the Premises and all improvements located thereon are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities applicable to Customer's and Sprint's use of the Premises as contemplated by this Agreement.

5.4. **Hazardous Substances.** To the best of Customer's knowledge, Customer's Property and the Premises do not contain any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "**Hazardous Substance**"). Sprint will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. Customer will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered at or within Customer's Property and the Premises and agrees to release Sprint from any and all costs, damages, claims of liability or loss relating to any Hazardous Substance present at or within Customer's Property and the Premises unless the presence of the Hazardous Substance is directly caused by the activities of Sprint..

6. **Title to On-Premise Equipment.** Except for cabling and unless otherwise agreed to in writing by the Parties, Sprint retains sole ownership of the On-Premise Equipment and any other ancillary equipment at all times. Customer will keep the On-Premise Equipment free and clear of any lien or encumbrance and will protect and defend Sprint's or its lender's legal title to the On-Premise Equipment should Customer subject the On-Premise Equipment to such a lien or encumbrance.

7. **Right to Remove On-Premise Equipment.**

7.1. **Termination or Expiration.** If this Agreement terminates or expires, Sprint will have the right to (i) enter the Premises immediately, take possession of and remove the On-Premise Equipment, and (ii) pursue any other remedies available to Sprint at law or in equity.

7.2. **Restoration.** No later than 60 days following termination or expiration of this Agreement, Sprint must remove the On-Premise Equipment--except for cabling--and restore the Premises to substantially the same condition existing on the Effective Date, except for ordinary wear and tear and damage due to casualty.

7.3. **Vacating Customer's Property.** At any time after receiving notification of Customer's intent to vacate Customer's Property as set forth in the "Notice to Vacate" section, Sprint will have the right to remove the On-Premise Equipment from the Premises.

8. **Assignment.** This Agreement may not be assigned by either Party without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld or delayed, except that each Party has the right to assign this Agreement, in whole or in part, to any of its subsidiaries, affiliates or a successor, or to any entity acquiring substantially all of its stock or assets. This Agreement binds, and inures to the benefit of, the successors and permitted assigns of the Parties.

9. **Signal Interference.**

9.1. **Pre-Installation.** Sprint will use commercially reasonable efforts to mitigate signal interference with Customer's equipment and systems, which are installed at Customer's Property prior to the Effective Date, arising after System Acceptance to the extent such interference is caused by the On-Premise Equipment. Sprint will begin the process of correcting any such material interference within 48 hours after receipt of written notification from Customer. If Sprint cannot alleviate interference with Customer's equipment and systems installed at Customer's Property prior to the Effective Date, then Sprint may terminate this Agreement pursuant to Section 11.2 ("Signal Interference - Pre-Installation") herein and the Customer will not be liable for the Capital Recovery Fee.

9.2. **Post-Installation.** If Customer installs equipment at Customer's Property after the Effective Date and that equipment causes interference with the Services or the On-Premise Equipment or operations, Customer will negotiate in good faith with Sprint to develop and implement commercially reasonable means of mitigating such interference. If the Parties are unable to mutually agree on and implement commercially reasonable means of mitigating such interference, Sprint may terminate this Agreement pursuant to Section 11.3 ("Signal Interference - Post-Installation") herein and Customer will be liable

for the Capital Recovery Fee. Sprint will not be liable for any Service interruptions caused by interference created by Customer's or any third party's electrical or other equipment, and Customer will continue to be liable for Service charges during the period of Service interruption if interference occurs.

9.3. **Acknowledgment.** Notwithstanding the foregoing, Customer acknowledges and agrees that even with proper design, installation, operation and maintenance, the On-Premise Equipment or Devices may cause interference with some sensitive electronic systems and certain medical and other equipment in use at Customer's Property as of the Effective Date or that may be used in the future. Prior to installation of the On-Premise Equipment and on an ongoing basis after installation, Customer agrees to use commercially reasonable efforts, including the use of clinical engineering services if Customer's Property is a hospital or other medical facility, to assess the potential for signal interference and to notify Sprint of any equipment, locations or situations within Customer's Property where electromagnetic interference emanations may cause harmful interference.

10. Insurance.

10.1. **Coverage.** Prior to installation of the On-Premise Equipment and during the Term, Sprint will maintain the following minimum insurance coverage:

10.1.1. General Liability Insurance (Broad Form Liability Endorsement) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000.00 per occurrence. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance and/or self-insurance that Customer maintains and will name Customer as an additional insured; and

10.1.2. Umbrella Form Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and aggregate.

10.2. **Requirements.** All insurance policies shall be issued by companies licensed or authorized to transact business in the state(s) where the Premises are located and that hold a current rating of not less than **A-, VII** according to A.M. Best. Upon request, Sprint will provide Customer with certificates of insurance or such other documentary evidence of insurance coverage, such as an Internet accessible Memorandum of Insurance. With regard to the policies, Sprint will provide that Customer be given not less than 30 days' prior written notice of any intended cancellation of the policies.

11. **Termination by Sprint.** This Agreement may be terminated by Sprint under the following circumstances:

11.1. **During Installation.** Prior to System Acceptance, with at least 10 days' written notice, if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site survey of the Premises and those site conditions cause an unexpected, material increase in the installation cost to Sprint or have a material adverse impact on Sprint's ability to install, operate and maintain the On-Premise Equipment;

11.2. **Signal Interference – Pre-Installation.** By sending written notice to Customer if the On-Premise Equipment causes signal interference (as set forth in Section 9.1 ("Signal Interference – Pre-Installation")) that cannot be cured through the use of commercially reasonable efforts;

11.3. **Signal Interference – Post-Installation.** By sending written notice to Customer if the On-Premise Equipment is subject to signal interference (as set forth in Section 9.2 ("Signal Interference – Post-Installation")) that cannot be cured through the use of commercially reasonable efforts;

11.4. **FCC Acts.** If Sprint is unable to access and use the On-Premise Equipment or the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies;

11.5. **Other Regulatory Acts.** If after use of commercially reasonable efforts, Sprint and/or Customer cannot obtain or maintain any license, permit or other approval required to be obtained for the installation, operation and maintenance of the On-Premise Equipment;

11.6. **Convenience.** For any reason with at least 60 days' advance written notice to Customer; or

11.7. **Default.** If Customer materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not cured within 60 days after Customer's receipt of written notice specifying the default.

12. **Termination by Customer.** This Agreement may be terminated by Customer under the following circumstances:

12.1. **Before Installation.** Prior to the commencement of installation of the On-Premise Equipment, with at least 10 days' prior written notice, if there is a material change to the assumptions set forth in the Statement of Work regarding the scope or other aspects of the On-Premise Equipment design that have a material adverse impact on Customer; provided that Customer will reimburse Sprint for any actual costs incurred through the date of termination; or

12.2. **Convenience.** For any reason with at least 60 days advance written notice to Sprint;

12.3. **Default.** If Sprint materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not substantially cured within 60 days after Sprint's receipt of written notice specifying the default; or

12.4. **Nonappropriations;** Customer may terminate its obligations to maintain the Monthly Commitment upon at least 60 days' prior written notice to Sprint if Customer does not receive annual appropriations required for the funding of the Monthly

Commitment or the one-time appropriations of non-recurring fees under this Agreement, with Customer providing evidence of such event. In the event of such termination, this Agreement will remain valid and in force for the remainder of the Initial Term and a License Renewal Term without any further Monthly Commitment. If the Customer's annual appropriation funding for this Agreement is merely decreased but not completely eliminated, the Parties will modify the Monthly Commitment to reflect the decrease in funding.

13. Taxes, Fees, Surcharges & Assessments. Sprint will honor Customer's applicable statutory tax exemptions upon receipt of valid and properly executed exemption certificates and related documentation. To the extent not exempt, Customer is responsible for payment of all federal, state, and local taxes, real property taxes, fees, surcharges, and other assessments (collectively, "Charges") that are imposed on transactions subject to this Agreement. Charges also include, but are not limited to, excise taxes, sales and transaction taxes, use taxes, value added taxes, property taxes, gross receipts taxes, utility taxes; universal service assessments; telephone relay service assessments; and any other regulatory fees and assessments. Customer will not be responsible for Sprint's employment taxes or for taxes imposed on Sprint's net income.

14. Indemnity.

14.1. Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorney's fees ("Claims") arising directly from the performance of this Agreement and relating to personal injury, death, or damage to real or tangible personal property that is alleged to have resulted, in whole or in part, from negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents, but excluding Claims arising from or relating to disruption of the Services.

14.2. To be indemnified, Customer must (i) give Sprint timely written notice of the claim (unless Sprint already has notice of the claim), (ii) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.

15. No Warranty.

15.1. SPRINT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED) TO CUSTOMER OR TO ANY OTHER USER OF THE DEVICES OR SERVICES PROVIDED VIA THE ON-PREMISE EQUIPMENT OR WITH REGARD TO THE OPERATION AND MAINTENANCE OF THE ON-PREMISE EQUIPMENT, IN WHOLE OR IN PART.

15.2. Customer acknowledges that the Services provided via the On-Premise Equipment will not be uninterrupted or error free and Customer should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event of a Service disruption. Customer will not use the Services, Devices and the On-Premise Equipment for the direct operation or control of medical or life support equipment, or for the operation or control of any mission critical system in which a Service disruption or failure of the On-Premise Equipment may cause a substantial risk of injury or death to persons or damage to property. Customer agrees to (i) comply with all safety warnings and other safety and operational information provided by the manufacturer of the Devices and (ii) ensure that all personnel who use the Service and the Devices assigned to Customer's account while on Customer's Property understand and comply with all safety warnings and operational information, including information on E911 service set forth in the "Use of Service for 911 or Other Emergency Calls" section. It will be Customer's sole responsibility to implement and enforce policies for the proper and safe use of the Devices on Customer's Property.

16. Limitations and Condition of Liability.

16.1. Sprint does not assume and will have no liability under this Agreement for (i) failure to install the On-Premise Equipment within a specified time period; (ii) unavailability of or delays in delivery of the On-Premise Equipment; or (iii) damage caused to the On-Premise Equipment due directly or indirectly to causes beyond the reasonable control of Sprint, including, but not limited to, acts of God, acts of the public enemy, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of Sprint's subcontractors due to any of those causes.

16.2. WITHOUT LIMITING THE FOREGOING, SPRINT'S SOLE LIABILITY FOR SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE ON-PREMISE EQUIPMENT IS LIMITED TO THE APPLICABLE REMEDIES AND SUBJECT TO THE LIMITATIONS PROVIDED FOR UNDER THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS.

16.3. IN THE CASE OF ANY AND ALL OTHER CLAIMS THAT MAY ARISE UNDER THIS AGREEMENT, IN NO EVENT IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, COST OF COVER, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR COST OF REPROCUREMENT, ARISING FROM OR RELATING TO PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

16.4. EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY ITS FAILURE(S) TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IS LIMITED TO (i) THE MINIMUM COVERAGE AS SET FORTH IN THE

"INSURANCE" SECTION FOR ANY CLAIMS AND LIABILITIES ARISING FROM, OR CAUSED BY, ANY CASUALTY OR HAZARD COVERED OR REQUIRED UNDER THIS AGREEMENT TO BE COVERED IN WHOLE OR IN PART BY INSURANCE, (ii) PROVEN DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH, OR DAMAGE TO REAL OR PERSONAL PROPERTY, CAUSED BY THE PARTY'S NEGLIGENT OR WILLFUL MISCONDUCT, AND (iii) PROVEN DIRECT DAMAGES FOR ALL OTHER CLAIMS ARISING OUT OF THIS AGREEMENT, NOT TO EXCEED \$50,000.00. CUSTOMER'S PAYMENT OBLIGATIONS, LIABILITY FOR THE CAPITAL RECOVERY FEE AND SHORTFALL FEE, AND SPRINT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT ARE EXCLUDED FROM THIS PROVISION.

17. Use of Service for 911 or other Emergency Calls. The Services as provided via the On-Premise Equipment do not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on Customer's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify Customer's telephone number and/or location through use of the Services and Customer may not always be connected to the appropriate emergency services provider. Sprint agrees to provide Customer with E911 service where available and Customer acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. Customer consents to Sprint's disclosure of Customer information, including but not limited to Customer name, address, telephone number and location, to governmental and quasi-governmental entities including emergency service providers and law enforcement agencies, where Sprint deems it necessary to respond to an emergency.

18. Notices.

18.1. All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable. Notice addresses may be changed by giving notice as provided in this Section.

18.2. Notices to Sprint must be sent to each of the following:

18.2.1. Sprint Solutions, Inc., c/o Vice President Custom Network Solutions, 2003 Edmund Halley Drive, Reston, VA 20191; and

18.2.2. Sprint Solutions, Inc., Public Sector Legal Department, 2001 Edmund Halley Drive, Reston, VA 20191.

18.3. Notices to Customer must be sent to 3401 N. Main St., Baytown, TX 77521.

19. Confidentiality.

19.1. **Obligations.** Neither Party will disclose the other Party's Confidential Information, to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The Parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services.

19.2. **Limitations.** The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information, or (E) is disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced by law, court order or governmental authority, the Recipient must notify the Discloser before disclosure unless notification is prohibited by law, court order or governmental authority.

19.3. **FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOIA"). Customer will provide Sprint with prompt notice of any intended FOIA disclosures or post-execution FOIA requests, citations to or copies of applicable FOIA for review, and an appropriate opportunity to

seek protection of Sprint confidential and proprietary information, consistent with all applicable laws and regulations.

19.4. **Definitions.** "Confidential Information" means nonpublic information (A) about the Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, and the circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of this Agreement including related discussions, negotiations and proposals. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

20. Miscellaneous.

20.1. **Independent Contractor.** Sprint performs its obligations in this Agreement as an independent contractor. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

20.2. **Governing Law.** This Agreement is governed by the laws of the state in which the Premises are located.

20.3. **Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

20.4. **Waiver.** No waiver by either Party of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement.

20.5. **Survival.** Provisions of this Agreement, which by their nature are intended to survive this Agreement, will survive the expiration or earlier termination of this Agreement.

21. **Entire Agreement.** This Agreement, including any Exhibits, constitutes the entire agreement between the Parties with respect to Sprint's installation, operation, maintenance and removal of the On-Premise Equipment at the Premises and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties. Any amendments to this Agreement must be in writing and executed by both Parties.

22. **Offer Expiration.** To become effective, this Agreement must be (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before February 28, 2010; and (c) signed by a Sprint officer or authorized designee.

Each Party has caused this Agreement to be executed by its authorized representative.

GOOSE CREEK INDEPENDENT SCHOOL DISTRICT
Pete Cote
Signature
Pete Cote
Name
Exec. Dir. of Support Sucs. & Spec. Projects
Title
2-15-10
Date

SPRINT SOLUTIONS, INC.
Maklene Waltz
Signature
MAKLENE WALTZ
Name
DIRECTOR
Title
2.15.10
Date

Approved as to Form
L. George 2/15/10
Converged Network Solutions

Exhibit A

Statement of Work

TABLE 1: SCOPE DEFINITION

LOCATION ADDRESS OF CUSTOMER FACILITY/PROPERTY:	Cedar Bayou Junior: 2600 Ellvinta; Baytown, TX 77521 Baytown Junior: 7707 Bayway Dr.; Baytown, TX 77521 Hopper Primary: 405 E. Houston; Baytown, TX 77521 Crockett Elem.: 4500 Barkaloo Dr; Baytown, TX 77521 Gentry Junior: 1919 Archer; Baytown, TX 77521 Highlands Junior: 1212 E. Wallsville Rd.; Baytown, TX 77521 Stallworth Stadium: 2509 E. Archer Blvd; Baytown, TX 77521 Ross S. Sterling High: 300 West Baker, Baytown, TX 77521 James Bowie Elem: 2200 Clayton Drive; Baytown, TX 77520 Highlands Elem: 200 E. Wallisville Rd; Highlands, TX 77562 Travis Elem.: 100 Robin Rd; Baytown, TX 77521 Robert E. Lee: 1809 Market St.; Baytown, TX 77521 Administration: 4544 I-10 E; Baytown, TX 77521 Ashbel Smith Elem: 403 E James; Baytown, TX 77520 Carver Elem: 600 E Pruett; Baytown, TX 77520 Goose Creek Memorial High: 6001 E. Wallisville; Baytown 77520 Harlem Elem: 3333 I-10 E; Baytown, TX 77521 Horace Mann Junior: 310 S Hwy 146; Baytown, TX 77562 Lamar Elem: 816 N Pruett; Baytown, TX 77520 Lorenzo DeZavala Elementary: 305 Tri City Beach Rd; Baytown, TX 77520 MOT Building: 3401 N Main; Baytown, TX 77521 New Elem # 15 (Cedar Landing Dr.): S Hwy 146; Baytown, TX 77521 San Jacinto Elem: 2615 Virginia St; Baytown, TX 77520 Stephen F Austin Elem: 3022 Massey Tompkins; Baytown, TX 77521 TMS Green Center:607 W Baker; Baytown, TX 77521 Transportation: 601 Lee Drive; Baytown, TX 77520 Victoria Walker Elem: 4711 Seabird St; Baytown, TX 77521 Lee Annex: 1906 Decker Dr; Baytown, TX 77520																																								
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	37																																								
	<table border="1"> <thead> <tr> <th data-bbox="737 1444 987 1476">BUILDING</th> <th data-bbox="737 1476 987 1507">FLOOR</th> <th data-bbox="992 1444 1442 1507">TOTAL SQ FT</th> </tr> </thead> <tbody> <tr> <td data-bbox="737 1507 987 1539">Gentry Junior</td> <td data-bbox="737 1539 987 1570">1</td> <td data-bbox="992 1507 1442 1539">165,105</td> </tr> <tr> <td data-bbox="737 1539 987 1570">Crockett Elem.</td> <td data-bbox="737 1570 987 1602">1</td> <td data-bbox="992 1539 1442 1570">71,355</td> </tr> <tr> <td data-bbox="737 1570 987 1602">Cedar Bayou Junior</td> <td data-bbox="737 1602 987 1633">1</td> <td data-bbox="992 1570 1442 1602">176,738</td> </tr> <tr> <td data-bbox="737 1602 987 1633">Travis Elem.</td> <td data-bbox="737 1633 987 1665">1</td> <td data-bbox="992 1602 1442 1633">96,000</td> </tr> <tr> <td data-bbox="737 1633 987 1665">Baytown Junior</td> <td data-bbox="737 1665 987 1696">1</td> <td data-bbox="992 1633 1442 1665">153,230</td> </tr> <tr> <td data-bbox="737 1665 987 1696">Alamo Elem</td> <td data-bbox="737 1696 987 1728">1</td> <td data-bbox="992 1696 1442 1728">110,805</td> </tr> <tr> <td data-bbox="737 1696 987 1728">Highlands Junior</td> <td data-bbox="737 1728 987 1759">1</td> <td data-bbox="992 1728 1442 1759">169,156</td> </tr> <tr> <td data-bbox="737 1728 987 1759">Hopper Primary</td> <td data-bbox="737 1759 987 1791">1</td> <td data-bbox="992 1759 1442 1791">73,550</td> </tr> <tr> <td data-bbox="737 1759 987 1791">Stallworth Stadium</td> <td data-bbox="737 1791 987 1822">1</td> <td data-bbox="992 1791 1442 1822">35,805</td> </tr> <tr> <td data-bbox="737 1791 987 1822">James Bowie Elem.</td> <td data-bbox="737 1822 987 1854">1</td> <td data-bbox="992 1822 1442 1854">96,000</td> </tr> <tr> <td data-bbox="737 1822 987 1854">Highlands Elem.</td> <td data-bbox="737 1854 987 1885">1</td> <td data-bbox="992 1854 1442 1885">94,953</td> </tr> <tr> <td data-bbox="737 1854 987 1885">Ross Sterling Main Bldg.</td> <td data-bbox="737 1885 987 1917">1</td> <td data-bbox="992 1885 1442 1917">13,315</td> </tr> </tbody> </table>	BUILDING	FLOOR	TOTAL SQ FT	Gentry Junior	1	165,105	Crockett Elem.	1	71,355	Cedar Bayou Junior	1	176,738	Travis Elem.	1	96,000	Baytown Junior	1	153,230	Alamo Elem	1	110,805	Highlands Junior	1	169,156	Hopper Primary	1	73,550	Stallworth Stadium	1	35,805	James Bowie Elem.	1	96,000	Highlands Elem.	1	94,953	Ross Sterling Main Bldg.	1	13,315	
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	2	153,315
Ross Sterling East Annex Bldg.	1	40,000
	2	40,000
Ross Sterling Special Ed Annex Bldg.	1	30,000
Ross Sterling Gym	1	14,999
	2	14,999
Robert E. Lee Main Bldg.	1	150,000
	2	150,000
Robert E. Lee Science Bldg.	1	15,000
	2	15,000
Robert E. Lee Homemaking Bldg	1	12,000
Robert E. Lee Cafeteria Bldg	2	32,800
	2	25,673.51
Robert E. Lee Vocational Bldg	1	15,265.22
	2	15,265.22
Robert E. Lee Field House	1	19,956
Administration	1	29,782.5
	2	29,782.5
Ashbel Smith Elementary	1	47,500
	2	47,500
Carver Elementary	1	96,000
Goose Creek Memorial High	1	253,505
	2	108,645
Harlem Elementary	1	94,953
Horace Mann Junior High	1	156,518
Lamar Elementary	1	47,500
	2	47,500
Lorenzo DeZavala Elementary	1	94,953
New Elementary #15	1	96,000
MOT Building	1	45,000
San Jacinto Elementary	1	37,951.5
	2	37,951.5
Stephen F Austin Elementary	1	66,500
	2	28,500
TMS Green Center	1	20,592
Transportation	1	800
Victoria Walker Elementary	1	96,000
Lee Annex	1	52,600
TOTAL SCOPE COVERAGE AREA [SQ/FT]:	3,536,319	
TOTAL SCOPE COVERAGE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:	3,536,319	
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	Overall scope includes the buildings/floors listed in the above matrix.	
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:	Concentration of coverage will be main hallways, admin areas, media center, cafeterias, and gyms. The PODs (temporary trailer classrooms and offices) at any school location are not included in the scope of work.	
General construction make up of the facility: 1. Interior walls.	1. Concrete 2. Concrete/Brick 3. Concrete/Metal	

2. Exterior walls and windows. 3. Roof. (i.e. metal lined, greater than 6" thick), windows (i.e. reflective glass), etc. 4. Ceiling type. (dropped or hard)	4. Dropped
Customer Point of Contact Providing Data Above	Ron Loveless (281) 802-5486; rdloveless@gccisd.net

TABLE 2: TECHNICAL DATA

ANTICIPATED iDEN COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85 dBm	
ANTICIPATED CDMA COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85 dBm	
ANTICIPATED CELL SITE LOCATION TYPE: (CHOOSE ONE)	DAS CONTROLLED SPACE PROVIDED	
DESCRIPTION OF SIZE AND LOCATION OF ANTICIPATED SPACE FOR RF SOURCE:	Telecom Closet- TBD on design walks.	
ADDITIONAL PROJECT REQUIREMENTS/DETAILS:	N/A	
iDEN USER CAPACITY:	TOTAL ANTICIPATED iDEN USER CAPACITY:	Up to 100 at each location
CDMA USER CAPACITY:	TOTAL ANTICIPATED CDMA USER CAPACITY:	Up to 100 at each location

SCOPE:

1. Project scope is limited by information and data contained in this document.
2. All assumptions derived from Customer provided information.
3. Any change in technical assumptions renders project scope and solution proposal invalid.

SYSTEM REQUIREMENTS:

4. Sprint will provide a Dual Network iDEN/CDMA solution for the areas identified in Table 1.
5. Coverage enhancement design ensures coverage to 90% of scope area.
6. Received signal strength (RSSI) design objective for iDEN is -85dBm, or down to -95dBm with signal quality estimate (SQE) above 25.
7. Received signal strength (RSSI) design objective for CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
8. Solution design allows for support of up to 100 iDEN and up to 100 CDMA users.
9. Sufficient signal strength is available from existing donor sites to drive the internal system.
10. There are no EMI design requirements.
11. There are no console or custom dispatch/special talk group requirements.

INTERFERENCE:

12. Customer believes there are no existing systems in place that may interfere with the Sprint 800/900/1900 MHz frequencies.

FACILITY:

13. Special City, County, State or Federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
14. There are no special Customer permitting or approval processes required.
15. Customer believes there are no RF shielded areas in the facility.
16. Customer believes that building structure is by normal construction standards: no lead or metal lined walls, walls not thicker than six inches.
17. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.
18. Any scope requirements contrary to terms in statement of work may result in additional deal terms.

LABOR & INSTALLATION:

19. Union labor is not required. If union labor is required, deal terms may be altered.
20. Customer project manager or project management company labor costs are the responsibility of the Customer.
21. All Customer-required labor force costs (internal or 3rd party) will be paid by the Customer.
22. Sprint can utilize its own preferred contractors for installation work.
23. Work can be completed during normal construction business hours (7:00 a.m. to 6:00 p.m., Monday-Friday). Customer will allow after-hours work to maintain schedule when necessary.
24. There are no special approvals required for Sprint contractors to perform installation work.
25. There are no restricted access areas or areas that require training, drug screening or background checks for access.

SPACE:

26. Customer will provide space as needed in telco closet locations for distributed antenna system (DAS) equipment.

POWER:

27. Customer will provide 20 amps 120V AC power in telco closet locations as necessary for DAS equipment.
28. Power is readily available at all equipment locations at no installation or operational cost to Sprint.
29. Customer provides backup power or UPS for all DAS equipment.

CABLING & ANTENNAS:

Customer believes the following requirements are valid:

30. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
31. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
32. Cable routing is available between BDA/Repeater location and rooftop donor antenna.
33. No special antenna stealthing techniques are required and all antennas can be visible.
34. Cable and antenna installation does not require infectious disease tenting.
35. Cable pathways (horizontal & vertical) exist and are available for use.
36. Customer will approve coaxial, fiber optic, or CAT-5 cable routing design along the most direct cable paths.
37. Design may utilize any combination of coaxial, fiber optic or CAT-5 cable.
38. Conduit is not required for any cable installations.
39. Core drilling is not required for any cable installations.
40. Customer will provide roof penetration if necessary for GPS and/or donor antennas.

TRAINING:

41. Number of Customer employees to be trained equals total anticipated user capacity.
42. Training is to be conducted during regular business hours (8:00 a.m. to 5:00 p.m., Monday-Friday)

CUSTOMER CARE:

43. Modifications to existing Customer handsets (if any) are not anticipated.
44. Customer will designate one to three employees for direct access to CNS Support for account management.