

This Agreement shall be posted on the CPS website.

**AGREEMENT FOR THE DATA NETWORK UPGRADE SERVICES
(Sentinel Technologies, Inc.)**

This **AGREEMENT FOR THE DATA NETWORK UPGRADE SERVICES** (this "Agreement"), is made and entered into as of July 1, 2015 (the "Effective Date"), between the Board of Education of Chicago, a body corporate and politic, organized under the laws of the State of Illinois, with offices at 42 W. Madison, Chicago, Illinois 60602 (the "Board") and Sentinel Technologies, Inc., with principal place of business located at 2550 Warrenville Road, Downers Grove, Illinois 60515 ("Sentinel").

RECITALS:

- A. The Board issued Request for Proposal No. 14-350033 (the "RFP") in which the Board's Department of Information and Technology Services ("ITS") sought proposals for services to be provided associated with the network system improvements of Local Area Networks and Wide Area Networks in designated schools throughout the district;
- B. Sentinel responded to the RFP;
- C. Sentinel has demonstrated expertise in providing services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services, and is desirous of providing such services for the Board; and
- D. The Board chose Sentinel to provide the services described in this Agreement and the parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be furnished by Sentinel.

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

1. **Term of Agreement:** This Agreement is for a term commencing on its Effective Date and terminating June 30, 2018 ("Term"), unless terminated sooner as provided herein. The Board shall have two (2) options to renew the Agreement for additional periods of one (1) year each.

2. **Scope of Services:** Sentinel agrees to provide the Services and/or Products as described in this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. "Products" means collectively the hardware, software, documentation, updates, and any components, equipment, or accessories as described in this Agreement, including in Exhibit A, that are necessary for the Services to be provided. The Board retains final authority with respect to all decisions related to the Services. The Board may, from time to time, request changes in the scope of Services. Any such changes, including but not limited to any increase or decrease in Sentinel's compensation, shall be in accordance with the Change Management Process described in this Agreement and shall be documented by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.

3. **The Universal Services – Support Mechanism**

3.1. **Definitions Related to the E-rate Program.**

a. "E-rate Program" means the program currently administered by the SLD/USAC or any of its successors under which eligible schools, libraries and consortia may receive discounts for eligible telecommunications services, Internet access and internal connections through the Universal Service Fund ("USF").

b. "E-rate Discount" means the discount that eligible schools, libraries and consortia may receive for the acquisition of eligible telecommunication services, Internet access and internal connections.

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- c. **"USAC"** means the Universal Service Administrative Company, a private not-for-profit company that provides access to affordable telecommunication services in the United States and its territories through its administration of the USF. The USAC administers the USF under regulations promulgated by the Federal Communications Commission (the "FCC").
- d. **"SLD/USAC"** means the Schools and Libraries Division, that branch of the USAC which administers the E-rate Program providing affordable access to telecommunications services for all eligible schools, libraries and consortia in the United States and its territories.
- e. **"Discounted Portion of E-rate Eligible Services and/or Products"** means that portion of the charge for E-rate eligible services, equipment and/or products, anticipated to be funded by SLD/USAC as further described in Exhibit B. The Board shall have no liability for the Discounted Portion of E-rate Eligible Services and/or Products.
- f. **"Non-Discounted Portion of E-rate Eligible Services and/or Products"** means that portion of the charge for E-rate eligible services, equipment and/or products, anticipated to be funded by the SLD/USAC, for which the Board is responsible for payment as described in Exhibit B. The Non-Discounted Portion plus the Ineligible E-rate Services and/or Products (as defined below) will not exceed the Total Board Cost as defined in Section 4.
- g. **"Eligible E-rate Services and/or Products"** means services and/or equipment and products identified as eligible for the E-rate Discount in Exhibit B.
- h. **"Ineligible E-rate Services and/or Products"** means services and/or equipment and products ineligible for the E-rate Discount as described in Exhibit B. The Ineligible E-rate Services and/or Products plus the Non-Discounted Portion of E-rate Eligible Services and/or Products will not exceed the Board's Total Cost as defined in Section 4.
- i. **"Invoice Receipt Deadline"** means the deadline established by the SLD/USAC for the filing of Form 472 or Form 474 invoices for the Discounted Portion of E-rate Eligible Services and/or Products. The Invoice Receipt Deadline is normally 120 days after the Service Delivery Deadline.
- j. **"Service Delivery Deadline"** means the deadline established by the SLD/USAC by which time Products and/or Services must be delivered and installed based on FCC notices, rules, regulations, and guidelines.
- k. **"Recurring Services"** means services generally offered on an ongoing basis and paid for in regular monthly, quarterly or annual payments.
- l. **"Non-Recurring Services"** means those services generally offered on a one-time basis.
- m. **"Form 474"** means the service provider invoice ("SPI Form") that is submitted by the service provider to the USAC to request reimbursement for discounts already provided on customer invoices.
- n. **"SPIN"** means a service provider identification number, the unique number assigned to each service provider participating in the USF.
- o. **"Eligible Services List" or "ESL"** means the list of services approved by the FCC for funding under the Schools and Libraries Programs. The ESL is funding year specific.
- p. **"Beneficiary Audits"** means the audits performed by the FCC, USAC, or national accounting firms to determine if the beneficiaries (the recipients of discounted services) comply with FCC rules and reasonable business practices. The USAC hires

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the accounting firms to perform the audits in order to prevent waste, fraud, and abuse of the E-rate Program.

q. **"Customer Bills"** means the invoices submitted to the Board. This is used to differentiate between Board invoices and invoices submitted to the SLD/USAC.

r. **"Form 498" ("Service Provider Information Form")** means the form that service providers complete in order to participate in the USF program. This form provides contact information at the company/corporate level as well as contract information for each USF program.

3.2. **SLD/USAC Procedure:** The SLD/USAC will specify in the Funding Commitment Decision Letter ("FCDL") the approved discount level and the approved funding amount of any Services and/or Products. Once the FCDL has been issued and service has begun, the Board will then submit FCC Form 486, "Receipt Notification Letter" to the SLD/USAC. The SLD/USAC will subsequently issue a Form 486 to both the Board and Sentinel. The Board will separately notify Sentinel when to begin to provide the Eligible E-rate Services and/or Products. Form 486 cannot be filed before receipt of the FCDL from the SLD/USAC.

The Board will notify Sentinel of its intent to order all or a portion of the Services and/or Products covered by one or more of the approved funding commitments included in the FCDL. Sentinel may be requested to deliver Services and/or Products prior to receipt of such notice; however, such services may only include Category 2 (formerly known as Priority 2) Basic Maintenance Services as defined by SLD/USAC.

3.3. **Representations and Warranties of Sentinel:** Sentinel represents and warrants that it will provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Sentinel also represents and warrants that it has carefully identified components of Services that are Eligible E-rate Services. Further, through internal audit and review of the Services performed during the Term of this Agreement, Sentinel represents and warrants that it will ensure that the Services being provided through the E-rate Program are limited to Eligible E-rate Services.

Notwithstanding the foregoing, Sentinel is solely responsible for and liable for compliance with all SLD procedures and requirements, including but not limited to SLD requirements for submitting Form 474 as set forth below. Sentinel is also solely liable for repayment to the SLD of E-rate Discount funding paid improperly as a result of Sentinel's failure to follow SLD procedures and requirements and/or improper billing by Sentinel. The Board is not liable for any delays in payment to Sentinel by the SLD.

3.4. **E-rate Invoices:** On a monthly basis, as Services and/or Products are accepted by the Board, Sentinel will submit invoices and supporting documentation to the Board for written approval. Such invoices and supporting documentation must be acceptable to the Board. Pursuant to the instructions of the Board, such invoices will include the full cost of Ineligible E-rate and Eligible E-rate Services and/or Products. Sentinel will be responsible for providing proof of delivery and/or installation for the full cost of approved Ineligible and Eligible E-rate Services and/or Products. Sentinel will adhere to the E-rate invoicing requirements as described in Exhibits C and D-1. All approved invoices relating to the E-rate Program will be submitted to the following "Designated E-rate Contact Person" for approval:

Chicago Public Schools
Office of Information Technology Services
501 W. 35th Street
Chicago, Illinois 60616
Attn: Designated E-rate Contact Person

The Designated E-rate Contact Person or her designee will review invoices in keeping with the normal business processes of the Board. The Board will not be obligated to pay for any Services and/or Products not in compliance with this Agreement. The Board will process invoices and

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make payments in its normal course of business. Sentinel will submit all final invoices to the Board no later than 60 days before the SLD/USAC Invoice Receipt Deadline. Sentinel will notify the Board immediately if Sentinel is unable to submit the final invoices to the Board within the time frame described above and indicate to the Board when Sentinel will submit the final invoices to the Board. By submitting the final invoices to the Board late, Sentinel acknowledges that the Board may not be able to review the final invoices in time for the Form 474 to be submitted to the SLD/USAC and agrees that the Board will not be liable for the Discounted Portion of E-rate Eligible Services and/or Products should the final invoices not be submitted to the SLD/USAC by the Invoice Receipt Deadline.

3.5. E-rate Procedures. Sentinel will provide discounts on invoices provided to the Board and will use the Form 474 to invoice the SLD/USAC for the Discounted Portion of Eligible E-rate Services and/or Products. Sentinel will provide the SLD/USAC with truthful and accurate information about its invoices.

a. Sentinel will prepare Form 474 and submit it to the Board for written approval. Upon written approval of Form 474, the Board will send a written notice to Sentinel to authorize Sentinel to submit Form 474 to the SLD/USAC for payment. Sentinel is not authorized to submit any discounted invoices to the SLD/USAC without the Board's written approval. If Sentinel submits the Form 474 without written approval from the Board, Sentinel will withdraw Form 474 at the Board's request within five (5) business days.

b. The Board may request that certain Services start or that certain Products be delivered on July 1 of the then-current funding year of the E-rate Program. The Board may be required to order Eligible E-rate Services and/or Products before the SLD/USAC issues a FCDL. Sentinel will accept only the Board's Non-Discounted Portion of E-rate Eligible Services and/or Products until Sentinel receives payment from the SLD/USAC. The Board will issue a purchase order to obtain payment of the Non-Discounted Portion of E-rate Eligible Service and/or Products and the total costs of Ineligible E-rate Services and/or Products. No Board funds will be disbursed for Eligible E-rate Services or Products if E-rate funding is denied except for Category 2 (formerly known as Priority 2) Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary for the continuing operations of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support, and configuration changes.

c. Sentinel will contact the Designated E-rate Contact Person and submit a sample billing package of invoicing and supporting documentation prior to the start of Services and/or providing Products and submission of invoicing. Prior to the approval of any invoicing, the billing package must be approved by the Designated E-rate Contact Person.

d. Sentinel will submit all required documentation in order to support all invoices related to E-rate Eligible Products and/or Services. Sentinel must submit the correct billing package each month before Board representatives will provide authorization for Sentinel to bill the SLD/USAC for the Discounted Portion of E-rate Eligible Services and/or Products and authorize the payment of the Non-Discounted Portion of E-rate Eligible Services and/or Products. If Sentinel does not provide necessary support to validate charges on invoicing activity, Sentinel will be notified that the invoice has been rejected. Until the invoice is corrected and the necessary support has been submitted, the Board will not approve of the Service Provider Invoice Form, service certification, or Sentinel's invoice. In that event, Form 474 will not be submitted to SLD/USAC.

e. The Board will not reimburse Sentinel for additional expenses incurred as a result of updating, maintaining or programming internal accounting systems in order to comply with the E-rate and/or Board documentation and billing requirements.

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3.6. Billed Entity Applicant Reimbursement Process and Service Provider Invoice Process. The Board will utilize either the Billed Entity Applicant Reimbursement ("BEAR") process or the Service Provider Invoice ("SPI") process under the E-rate program during the Term of this Agreement to request reimbursement for approved services for which the Board has already paid. The BEAR process requires that Sentinel, as the associated service provider, sign an acknowledgment verifying the appropriate discounts will be provided to the Board. Sentinel acknowledges that any reimbursement received from the SLD/USAC on behalf of the E-rate Program will be sent to Sentinel. Sentinel will promptly, but in no event later than five (5) days following receipt, forward the full amount of that reimbursement to the Board.

3.7. Designated E-rate Resource. Sentinel will contract with or employ a designated E-rate resource who is familiar with the E-rate invoice process and submission of invoices to the SLD/USAC. The designated E-rate resource will make commercially reasonable efforts to assist Sentinel in the submission of invoices to the SLD/USAC for payment of the Discounted Portion of E-rate Eligible Services and/or Products in a timely manner. E-rate compliance requirements are described in Exhibit C attached hereto.

3.8. E-rate Audit. Sentinel will obtain independent audit services to conduct a year-end program and financial audit of its E-rate activities, including but not limited to:

- a. billing and invoicing to the Board and the SLD/USAC, and
- b. proof of delivery, installation and operation (when applicable) of E-rate Eligible Services and/or Products within the applicable E-rate funding/implementation period.

Sentinel also will meet with representatives of the Board to discuss and address audit findings following completion of the year-end audit and otherwise as requested. The purpose of the meetings is to determine if adequate documentation is available to support all expenditures and to ascertain if expenditures submitted to the Board are indeed eligible for E-rate Discounts. E-rate audit requirements are described in Exhibits D-1 and D-2 attached hereto. Sentinel must complete year-end program and financial audits throughout the Term of this Agreement. The Board will not reimburse for expenses related to costs incurred by Sentinel to meet the auditing requirements of this Agreement or the FCC or SLD/USAC in any matter. At no additional cost to the Board, Sentinel will make its staff available to cooperate with any audits that are conducted by the Board or any third-party auditors.

3.9. Exclusion of Liability for E-rate Funding. The Board will have no liability for the payment of invoices, costs, charges and/or fees billed by Sentinel and/or its subcontractor(s) for:

- a. the Discounted Portion of E-rate Eligible Services and/or Products;
- b. E-rate Eligible Services and/or Products not authorized in writing by the Board;
- c. costs related to delays by the SLD/USAC in reimbursing Sentinel for the Discounted Portion of E-rate Eligible Services and/or Products; and
- d. costs of Services and/or Products declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Members of the Board in a Board Report;
- e. costs related to upgrading, maintaining or programming billing systems for delivery of E-rate reporting requirements;
- f. costs related to reimbursement of legal expenses in order to provide E-rate services to the Board;
- g. costs related to Sentinel failing to meet certain deadlines as provided in this Agreement and/or by the SLD/USAC including, but not limited to, costs relating to (1) missed Service Delivery Deadlines for the installation and delivery of E-rate Eligible Services and/or Products and (2) submission of invoices past the allowable E-rate deadlines as determined by the SLD/USAC; and

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h. costs for the Discounted Portion of E-rate Eligible Services and/or Products that were initially paid to Sentinel by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under its Commitment Adjustment ("COMAD") procedures. Sentinel will be solely responsible for meeting COMAD demand payments made by SLD/USAC unless authorized by Members of the Board.

3.10. Change of Administration of the E-rate Program. If the federal government chooses another entity to administer the E-rate Program, the terms "SLD/USAC" and "USAC" contained in this Agreement will refer to the new administrator of the E-rate Program.

3.11. Account Management. Sentinel will provide an account manager as a single point of contact for all issues and reporting under this Agreement. Sentinel will also provide management reporting related to the Board's purchasing of Services and/or Products from Sentinel.

3.12. Authority. Sentinel understands and agrees that Sentinel is not an authorized representative of the Board or the Chicago Public Schools ("CPS"). All agreements and approvals (written or verbal) of the Board or CPS must be made by an authorized Board employee(s) and the General Counsel of the Board.

3.13. Change. The Board may request a SPIN change if the Board terminates the Agreement for cause or for convenience, in whole or in part, or modifies the scope of Services or other instances as the Board deems appropriate. The Board also may request a SPIN change as otherwise permitted by the rules and regulations of the FCC or SLD/USAC. Sentinel will cooperate with the Board in regards to any transition of Services to another service provider as a result of any SPIN change.

4. Compensation, Purchase Orders and Payment:

4.1. Compensation: The maximum compensation payable to Sentinel during the Term shall not exceed One Hundred One Million Dollars (\$101,000,000.00) ("Maximum Compensation Amount") without the prior written approval of the members of the Board as an amendment to this Agreement. It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed and Products provided during the Term of this Agreement according to the pricing provided in the Schedule of Compensation, attached and incorporated into this Agreement as Exhibit B, and the Board shall not be obligated to pay for any Services, Products or other deliverables not in compliance with this Agreement. Any compensation due Sentinel shall be subject to offsets according to the terms of the Service Level Agreement, which is attached and incorporated into the Agreement as Exhibit F. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Sentinel shall promptly refund to the Board any payments received for Services and deliverables not provided.

4.2. E-rate Program: It is anticipated that a portion of the Services and/or Products provided by Sentinel may be eligible for funding under the Federal Universal Service Support Mechanism of Schools and Libraries ("E-rate") and the administrator of the program ("USAC"). The Board will only be responsible for the Non-Discounted Portion of E-rate Eligible Services and/or Products and the cost of Ineligible E-rate Services and/or Products, the total of which will not exceed the Board's anticipated cost of Fifty-Nine Million Dollars (\$59,000,000) ("Board's Total Cost"). If the SLD/USAC denies funding for all or a portion of the invoices, costs, charges and/or fees of Eligible E-rate Services and/or Products, the Board has the option of discontinuing receipt of the Services and/or Products for which funding was denied by the SLD/USAC any time following ten (10) business days written notice to Sentinel. In the event of suspension or discontinuation of services or termination or expiration of this Agreement, the Board will only be responsible for the Non-Discounted Portion of E-rate Eligible Services and/or Products and any expenses incurred, which (1) do not exceed the Board's Total Cost; (2) have the prior written approval of the Board; and (3) are for orders placed prior to the date of such suspension or discontinuation of services or the termination or expiration of the Agreement.

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5. **Key Personnel:** Key Personnel assigned to provide Services to the Board and who are listed in Exhibit E attached hereto ("Key Personnel") will continue to provide Services to the Board for the Term of this Agreement, including any renewals, unless the Board requests that the Key Personnel be removed or if any of the Key Personnel resigns or is dismissed, or upon loss/removal of any Key Personnel due to illness, disability or death. Sentinel will notify the Board promptly after any Key Personnel resigns or is dismissed, or upon loss or removal of any Key Personnel due to illness, disability, or death. Before the assignment of any Key Personnel or the replacement of any Key Personnel, Sentinel will provide the Board, upon the Board's written request, with the resume of the prospective Key Personnel, an opportunity to interview such individual or individuals, and will obtain the written consent of the Board's authorized representative of the assignment of such individual as Key Personnel. Key Personnel assigned to perform Sentinel's obligations under this Agreement will have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Sentinel is engaged and will have sufficient knowledge of the Board's practices and areas of expertise to enable them to perform their duties and responsibilities under this Agreement. If the Board requests that Sentinel remove any Key Personnel assigned to the Board's account, the Parties will attempt to resolve the Board's concerns on a mutually agreeable basis. If the Parties have not been able to resolve the Board's concerns within fifteen (15) business days of receipt of written notice of requested removal from the Board, Sentinel will remove such Key Personnel from the Board's account and provide replacement(s) in a timely manner. In the event that the Board has concerns that a Key Personnel poses a risk to the safety or welfare of the Board's students or staff, Sentinel agrees that such Key Personnel shall be removed from the Board's account immediately and shall have no further contact with the Board's employees, agents, and students.

6. **Standards of Performance:** Sentinel shall devote, and shall cause all of its employees, agents and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply all Services effectively, efficiently, and consistent with the best interests of the Board and to the satisfaction of the Chief Information Officer. Sentinel shall retain and utilize sufficient staff to assure the most effective and efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Sentinel shall use efficient business administration methods and supply the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are supplied at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Sentinel acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable or confidential information or records of the Board, that with respect to that information, Sentinel agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Sentinel of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Sentinel shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Sentinel or its subcontractors or others on its behalf.

7. **Change Management Process:** During the Term of this Agreement, the parties may determine that change(s) to the Scope of Services or other terms of this Agreement is necessary. In such an event, the parties shall determine if the proposed change amounts to a material revision as described in this Section before determining how that change will be documented. A "material revision" includes (i) increasing the cost of the Services to be provided during the Term of this Agreement beyond the Maximum Compensation Amount and/or the Board's Total Cost as identified in this Agreement, as may be amended; (ii) substantial reduction in the Scope of Services; (iii) substantial expansion of the Services to be provided beyond the Scope of Services authorized by the Board in this Agreement; (iv) extending the time of performance of Services beyond the time period approved by the Board; or (v) change or modification to the legal terms and conditions in this Agreement. A material revision requires a written amendment to the Agreement approved by the Board and the Board's General Counsel. If the proposed change does not amount to a material revision, the Board's Chief Information Technology Officer and Sentinel's authorized representative shall agree in writing to Change Orders before the changes take effect. All Change Orders shall contain a detailed written description of the change in the Services and any associated price change. Any Services provided pursuant to a Change Order will be subject to and comply with the terms of this Agreement. Any material revision that is not completed through a written

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amendment signed by the authorized representatives of the parties, including the Board's President and Secretary, and approved by the Board's General Counsel shall be void and have no legal effect.

8. General Safety Guidelines.

8.1. Sentinel will be solely responsible for safety in performing the Services. Sentinel will adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of Sentinel's Safety Manual.

8.2. Sentinel, both directly and indirectly through its subcontractors, will continuously protect the Board's property and adjacent property from damage, injury, or loss arising in connection with operations under this Agreement. Sentinel will make good any such damage, injury, or loss. Sentinel is responsible for School site security.

8.3. Sentinel, both directly and indirectly through its subcontractors, will take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the Services are being performed.

8.4. Sentinel will comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Sentinel, and its subcontractors, will cooperate with any other Sentinel that may be performing work on a site; such compliance will include, but be not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Sentinel and its subcontractors will provide the Board with their Exposure Control Plan, Hazardous Materials (HazMat) Communications Plan and other safety related documents and programs.

8.5. In an emergency affecting the safety of life or adjoining property, Sentinel, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.

8.6. Sentinel will protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the Services are being performed. If the items are damaged by Sentinel or its Subcontractors, Sentinel will make all necessary repairs to or replacements of them at no cost to the Board.

8.7. If, in the opinion of the Board, the performance of the Services endangers adjoining property or persons, upon written notice from the Board to the Sentinel, the Services and installations will be stopped and the method of operation changed in a manner acceptable to the Board. Sentinel acknowledges and agrees that it will be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.

8.8. Sentinel will maintain a written policy regarding drug and/or alcohol testing of employees and will implement such policy at any time that Sentinel, or any of Sentinel's supervisory personnel, form a reasonable suspicion that such testing may have a positive result. The said policy will also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors performing Services maintain and implement similar testing policies, Sentinel will require a similar written policy in each subcontract. If the results of any such test are positive, Sentinel will, as soon as possible, contact the Board's Risk Management personnel concerning the results. The Board may require the removal, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

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9. **Products.** The following provisions will apply to all Products provided by Sentinel pursuant to this Agreement:

9.1. **Supply of Products.** Upon installation, all Products will become the sole property of the Board. Sentinel will supply the Products in a safe, thorough and timely manner. All Products will be supplied in accordance with the terms and provisions of this Agreement and to the satisfaction of the Board's Chief Procurement Officer.

9.2. **Right of Inspection and Acceptance.** Upon installation, the Board may inspect the Products and perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the required specifications before accepting the Products.

9.3. **Product Warranty.** Sentinel hereby warrants that all Products furnished hereunder will be new and conform to the specifications in this Agreement, will be of merchantable quality and in good working order, and will be free from defects in material, workmanship and design for a minimum period of one (1) year from date of receipt of shipment. Cables installed in schools shall have a minimum warranty period of twenty-five (25) years. The Board will have the option to require Sentinel to repair or replace defective Products without charge or expense, or to reject any defective Products and obtain a full refund or credit for any payment therefore. Repaired Products will be warranted for a minimum period of six (6) months from completion of repairs or the remainder of the Product's original warranty, whichever is longer. Sentinel will be responsible for transportation charges for all warranty shipments. This warranty will survive inspection, acceptance, payment and expiration or termination of this Agreement. Each warranty will include, but is not limited to, the manufacturer's name, the school's name, the Product number, the length of the warranty, the manufacturer's contact person and the contact number. A separate document containing all warranty information will be provided when Sentinel submits its invoice or the invoice will not be processed by the Board.

9.4. **Title Warranty.** Sentinel warrants good title to the Products purchased by the Board and that the Products are free and clear from all liens, contracts, chattel mortgages and other encumbrances. Sentinel also warrants that it has the lawful right, power and authority to dispose of and sell the Products under this Agreement. At Sentinel's sole expense, Sentinel will warrant and defend title to the Products against any and all claims.

9.5. **Uniform Commercial Code.** In the absence of a governing provision under the Agreement or should any provision of the Agreement be construed by the court as vague, the corresponding provision of the Uniform Commercial Code, Article 2 will apply.

10. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Sentinel and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Sentinel except that no payment shall be made or due to Sentinel under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

11. **Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:**

11.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause at any time upon thirty (30) days' written notice.

After notice is received, Sentinel must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

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Sentinel must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Sentinel shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Sentinel or the Board to the extent inconsistent with this provision.

11.2. Suspension of Service: The Board may, upon fifteen (15) calendar days' written notice, request that Sentinel suspend supplying Services in whole or part. Sentinel shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Sentinel. Responsibility for any additional costs or expenses actually incurred by Sentinel as a result of remobilization shall be determined by mutual agreement of the parties.

11.3. Events of Default: Events of default ("Events of Default") include, but are not limited to, any of the following:

- a. Any material misrepresentation by Sentinel in the inducement of the Agreement or the provision of Services;
- b. Breach of any agreement, representation or warranty made by Sentinel in the Agreement;
- c. Default by Sentinel under any other agreement Sentinel may have with the Board;
- d. Assignment by Sentinel for the benefit of creditors or consent by Sentinel to the appointment of a trustee or receiver or the filing by or against Sentinel of any petition or proceeding under any bankruptcy, insolvency or similar law; or
- e. Failure of Sentinel to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:
 - (1) Action or failure to act which affects the safety or welfare of students or Board staff;
 - (2) Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
 - (3) Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - (4) Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Sentinel's reasonable control;
 - (5) Failure to supply the Services in a manner satisfactory to the Board, or inability to supply the Services satisfactorily as a result of insolvency or filing for bankruptcy;
 - (6) Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
 - (7) Discontinuance of the supply of the Services for reasons not beyond Sentinel's reasonable control; or
 - (8) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default.

This Agreement shall be posted on the CPS website.

11.4. Remedies: The occurrence of any Event of Default which Sentinel fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Sentinel fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Sentinel in default. Whether to declare Sentinel in default is within the sole discretion of the Chief Procurement Officer. Written notification of an intention of the Chief Procurement Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Sentinel's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- a. The right to take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at the cost of Sentinel either directly or through others. Sentinel shall be liable to the Board for any excess costs incurred by the Board. Any amount due Sentinel under this Agreement or any other agreement Sentinel may have with the Board may be offset against amounts claimed due by the Board;
- b. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- c. The right to suspend the supply of Services during the fifteen (15) day cure period if the default results from Sentinel's action or failure to act which affects the safety or welfare of students or Board staff;
- d. The right to specific performance, an injunction or any other appropriate equitable remedy;
- e. The right to receive from Sentinel any and all damages incurred as a result or in consequence of an Event of Default;
- f. The right to money damages;
- g. The right to withhold all or part of Sentinel's compensation under this Agreement; and
- h. The right to use an Event of Default as a basis to deem Sentinel non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Sentinel in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Sentinel to continue to supply the Services despite one or more Events of Default, Sentinel shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision above.

11.5. SPIN Change. The Board may request a SPIN change if the Board terminates the agreement for cause or for convenience, in whole or in part, or modifies the scope of services or in other instances as the Board deems appropriate. The Board also may request a SPIN change as otherwise permitted by the rules and regulations of the FCC and/or SLD/USAC. Sentinel will

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cooperate with the Board in regard to any transition of services to another service provider as a result of any SPIN change.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default will be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.6. Turnover of Documents and Records: Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Sentinel shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Sentinel may keep a copy of such information for its own records.

12. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Sentinel may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

13. Board Not Subject to Taxes: The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Sentinel hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services, but excluding taxes levied or imposed on the income or business privileges of Sentinel, which remain the responsibility of Sentinel.

14. Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:

14.1. Confidential Information: In the performance of the Agreement, Sentinel may have access to or receive certain information that is not generally known to others ("**Confidential Information**" or "**CPS Data**"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, School Level Data (each as defined in Section 14.2 below), and volunteer data including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("**ISAT**") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("**FAFSA**") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Sentinel.

14.2. CPS Data: Such information may include (i) "**Student Data**" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "**Staff Data**" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "**School Level Data**" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data.

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14.3. Use of Confidential Information: Sentinel shall:

- a. Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors who have a need to access the Confidential Information.
- b. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in the Compliance with Laws Section.
- c. Any subcontractors engaged by Sentinel in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Sentinel has assumed in this Agreement with respect to the Confidential Information.
- d. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.

14.4. Transmitting and Storing Confidential Information: Sentinel shall:

- a. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- b. Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("**Encrypt**"). The Confidential Information shall only be mailed in accordance with the provisions of Section 14.4(a) above;
- c. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- d. Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Sentinel shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- e. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Sentinel shall not leave Confidential Information unsecured and unattended at any time;
- f. Sentinel shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Sentinel shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Sentinel shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.
- g. Sentinel shall store Confidential Information on a proprietary file server that is not shared by other entities including, but not limited to, other departments of the Sentinel.

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Sentinel shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Sentinel shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

14.5. Dissemination of Information: Sentinel shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Sentinel shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Sentinel is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Sentinel's possession as a result of Services and/or materials provided under the Agreement, Sentinel shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Sentinel shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

14.6. Ownership: Any and all Confidential Information provided by the Board shall at all times be and remain the property of the Board. Any and all intellectual property developed by the Board shall at all times be and remain the property of the Board. The Board acknowledges and agrees that all intellectual property developed by Sentinel and all finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of the Scope of Services ("Work Product") shall at all times be and remain the property of Sentinel. Sentinel shall grant to the Board a non-exclusive, royalty-free, irrevocable, perpetual license to perform, display or use all Work Product created hereunder. Sentinel shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.

Sentinel represents and warrants to the Board that Sentinel, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Sentinel further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

14.7. Unauthorized Access, Use, or Disclosure of Confidential Information: If Sentinel becomes aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from Sentinel receiving notice of the unauthorized access, use or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use or disclosure of the Confidential Information; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the laws; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use and disclosure, including if required under any federal or state law, providing notification to the affected persons.

14.8. Press Releases; Publicity: Sentinel shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools, during or after the performance or the delivery of Services, nor may Sentinel photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

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14.9. Injunctive Relief: In the event of a breach or threatened breach of this Section, Sentinel acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Sentinel agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

14.10. Return or Destruction of Confidential Information: Sentinel shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information, including any Work Product, to the Board within five (5) days of the expiration or termination of this Agreement unless Sentinel receives permission in writing from the Board's Chief Information Officer or his designee that Sentinel may retain certain Confidential Information or Work Product for a specific period of time. In the event the Board elects to have Sentinel destroy the Confidential Information, Sentinel shall provide an affidavit attesting to such destruction. If any of the above items are lost or damaged while in Sentinel's possession, such items shall be restored or replaced at Sentinel's expense.

14.11. Employees, Agents and Subcontractors: Sentinel agrees to cause its employees, agents and subcontractors to undertake the same obligations as agreed to herein by Sentinel.

14.12. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement.

15. Sentinel's Intellectual Property: All intellectual property, including but not limited to any trademarks, trade dress, copyrights, patents, and any other protectable intellectual property rights, possessed by or developed by Sentinel prior to or during performance of Services under this Agreement shall be and remain at all times "Sentinel's intellectual property". Sentinel grants to the Board a perpetual, royalty-free, non-transferable license to use Sentinel's intellectual property to the extent necessary in order for the Board to receive and use the Services provided under this Agreement.

16. Freedom of Information Act: Sentinel acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Sentinel further acknowledges that this Agreement shall be posted on the Board's website at www.cps.edu.

17. Representations and Warranties of Sentinel: Sentinel represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

17.1. Licensed Professionals: Sentinel is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Sentinel, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

17.2. Compliance with Laws: Sentinel is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Sentinel is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>.

17.3. Good Standing: Sentinel and each of its subcontractors is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement and has not been

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debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the Effective Date.

17.4. Good Standing with FCC. Sentinel and each of its subcontractors, if any, has not been (a) debarred by the FCC or (b) disciplined by the FCC for any breach of its orders, rules, and/or regulations. Sentinel and/or its subcontractors agree to promptly notify the Board if, at any time during the Term of this Agreement if Sentinel and/or its subcontractors have not paid any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. 1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996. If Sentinel or any of its subcontractors is under investigation by the FCC, USAC, the FBI or the Department of Justice for any alleged breach of relevant orders, rules and/or regulations, Sentinel waives any rights to confidentiality to any records or materials subject to any such investigation. Upon written request of the Board, Sentinel will turn over to the Board any documents or materials related to any investigation by the FCC, or other federal agency, as described above. In all of its agreements for Services and/or Products with its subcontractors, Sentinel will include contract provisions which allow the Board the same right to inspect the same records that are subject to an investigation by any federal agency.

17.5. Authorization: Sentinel represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Sentinel is duly authorized by Sentinel and has been made with complete and full authority to commit Sentinel to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Sentinel.

17.6. Financially Solvent: Sentinel warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

17.7. Gratuities: No payment, gratuity or offer of employment was made by or to Sentinel, or to the best of Sentinel's knowledge, by or to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Sentinel is and shall remain in compliance with all applicable anti-kickback laws and regulations.

17.8. Contractor's Disclosure Form: The disclosures in the Contractor Disclosure Form, previously submitted by Sentinel, are true and correct. Sentinel shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

17.9. Criminal History Records Search: Sentinel represents and warrants that at its own cost and expense, it shall have a fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, regular contact with CPS students under this Agreement in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); and the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 *et seq.*). Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punished as a felony under the laws of Illinois.

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Sentinel understands and agrees that it shall not allow any of its Staff to have direct, daily contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.

Sentinel shall periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has direct daily contact with students and shall immediately remove any Staff member who may be identified on either registry.

It is understood and agreed that Sentinel's non-compliance with this Section will constitute a material breach of the Agreement, and the Board will have the right to withhold payments due hereunder until Sentinel remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

17.10. Research Activities and Data Requests: Sentinel acknowledges and agrees that in the event Sentinel seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Sentinel shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Sentinel acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Director of Research & Evaluation or her designee.

17.11. Technical Accuracy/Performance of Services: All Services will be technically accurate and correct and performed in strict accordance with the provisions and requirements of this Agreement.

17.12. Services Warranty: Sentinel has carefully examined and analyzed the provisions of this Agreement and can and will perform, or cause the Services to be performed in strict accordance with the provisions and requirements of this Agreement. The Services will be performed by its employees, agents, and subcontractors in a timely, professional and workmanlike manner, in accordance with all applicable industry and professional standards. Such Services will be in compliance with all applicable laws, rules, regulations or orders. Sentinel shall assure that all construction activities performed as described in the Scope of Services shall carry a minimum warranty of one (1) year after the Board's acceptance of the completion of such activities. All other Services performed pursuant to this Agreement shall carry a minimum warranty of sixty (60) school days after the Board's acceptance of the completion of Services. If the Board notifies Sentinel or if Sentinel becomes aware, of any non-performance, error or defect covered by the foregoing warranties Sentinel will, at its own expense, promptly (but in no event later than seven (7) days after written notification by the Board) correct such non-performance, error or defect. Any repair or replacement of Services or any portions thereof will be automatically warranted as provided herein. If the non-performance, error or defect cannot be corrected in the Board's determination, Sentinel shall promptly refund amounts paid related to that portion of Services not in compliance. Sentinel will assign to the Board any third-party warranties that Sentinel receives in connection with any Services provided under this Agreement.

17.13. Third Parties' Intellectual Property: In performing and delivering the Services under this Agreement, Sentinel shall not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party and will not improperly use any third party's confidential information. Sentinel shall have, without encumbrance, all ownership, licensing, marketing, and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement.

17.14. Assignment of Warranties: Sentinel has the right, title and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under this Agreement to the Board.

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17.15. Business Requirements: Sentinel is fully aware of the Board's requirements and intended uses for the Services, including any set forth in the exhibits, and the Services shall satisfy such requirements in all material respects, is fit for such intended uses, and will operate on the Board's hardware/operating systems.

17.16. No Legal Action Preventing Performance. As of the Effective Date, Sentinel has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Sentinel's ability to perform its obligations under this Agreement.

17.17. Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances. Sentinel has the lawful right to dispose of and sell the Services, and Sentinel shall warrant and defend its title against all claims.

17.18. Time of Performance. During the Term of the Agreement, Sentinel must complete all of its obligations to the Board under this Agreement within the time for performance. The time for performance will commence from the issuance of the Board's purchase order and end by June 30 of each year of the Term (the "Service Delivery Deadline"), unless the Board agrees to an extension in its sole and absolute discretion and the SLD/USAC approves such extension, or such other date as may be authorized by the Board. If Sentinel's failure to complete its obligations under this Agreement by the Service Delivery Deadline causes a reduction in the amount of E-rate funds payable by the SLD/USAC to Sentinel, Sentinel nonetheless remains liable to complete all obligations under this Agreement at no additional cost to the Board. The Board has no responsibility to Sentinel for any reduction in E-rate funds payable by the SLD/USAC due to Sentinel's failure to complete its obligations under this Agreement by the Service Delivery Deadline. Sentinel also will be liable to the Board for liquidated damages for delay or for its failure to perform its obligations under this Agreement for Sentinel's failure to complete all of its obligations under this Agreement by the Service Delivery Deadline. The amount of liquidated damages for each such failure by Sentinel will be assessed on a fixed amount basis as described in this Agreement. The Board and Sentinel further agree that the imposition of liquidated damages is a reasonable measure of the Board's damages. Sentinel will pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Board and further authorizes the Board to deduct the amount of damages from money due Sentinel under this Agreement. If the monies due to Sentinel are insufficient or no monies are due to Sentinel, Sentinel will pay the Board the amount(s) within thirty (30) calendar days after receipt of a written demand by the Board.

However, failure by the Board to assess liquidated damages in any particular instance will not preclude, or constitute a waiver, of the Board's right to assess such damages at a later time, or on a subsequent occasion. The Board's right to assess liquidated damages will not preclude the assertion of, or be exclusive of, any other available remedy, including the right to terminate this Agreement, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under this Agreement. The Board may assess liquidated damages in the amounts set out in this Agreement on a per occurrence basis.

17.19. Prohibited Acts: Within the three (3) years prior to the effective date of this Agreement, Sentinel or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in the restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

17.20. Debarment and Suspension: Sentinel certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

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transaction by any federal department or agency or any unit of State or local government. Sentinel acknowledges that in performing the Services for the Board, Sentinel shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as amended.

All warranties in this Section shall survive inspection, acceptance, payment, expiration, and termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

18. Independent Contractor: It is understood and agreed that the relationship of Sentinel to the Board is and shall continue to be that of an independent contractor and neither Sentinel nor any of Sentinel's employees shall be entitled to receive Board employee benefits. As an independent contractor, Sentinel agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. Sentinel agrees that neither Sentinel nor its employees, agents, and subcontractors shall represent themselves as employees or agents of the Board. Sentinel shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

19. Indemnification: Sentinel agrees to defend, indemnify, and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature, and character arising or alleged to arise out of the acts or omissions of Sentinel, its officials, agents and employees and subcontractors in the performance of this Agreement, including, but not limited to, any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Products or Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

Sentinel shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Sentinel shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Sentinel of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Sentinel, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Sentinel) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Sentinel, subject to the right of Sentinel to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Sentinel and Sentinel shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Sentinel was conducting the defense.

To the extent permissible by law, Sentinel waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Sentinel that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

20. Non-Liability of Board Officials: Sentinel agrees that no Board member, employee, agent, officer or official shall be personally charged by Sentinel, its members if a joint venture, or any

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subcontractors with any liability or expense under the Agreement or be held personally liable under this Agreement to Sentinel, its members if a joint venture, or any subcontractors.

21. Notices: All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

To Sentinel, at:

Sentinel Technologies, Inc.
2550 Warrenville Road
Downers Grove, Illinois 60515

and if to the Board, at:

Lachlan Tidmarsh
Chief Information Technology Officer
Board of Education of City of Chicago
42 W. Madison
Chicago, IL 60602

with a copy to:

James L. Bebley, General Counsel
Board of Education of City of Chicago
One North Dearborn
Chicago, IL 60602

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. A party may change its address, facsimile number or designee for notification purposes by giving the other party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

22. Governing Law: This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Sentinel irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Sentinel agrees that service of process on Sentinel may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement. If any action is brought by Sentinel against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

23. Binding Nature and Assignment: This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that Sentinel may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board, which consent shall not be unreasonably withheld.

24. Insurance. Sentinel, at Sentinel's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Sentinel or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Sentinel shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

24.1. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by Illinois law

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and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause.

24.2. Commercial General Liability Insurance: Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense. General Liability Insurance must include coverage for sexual abuse and molestation.

24.3. Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

24.4. Professional Liability / Errors and Omissions: When any professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions in conjunction with the professional services must be maintained with limits of not less than Two Million Dollars (\$2,000,000.00) each claim. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services. Subcontractors performing technical services for Sentinel must maintain limits of not less than One Million Dollars (\$1,000,000).

24.5. Cyber Liability: If any Board Confidential Information is kept on electronic devices, including but not limited to laptop computers, Sentinel shall carry coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state or federal guidelines. Limit of liability should be at least Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Any retroactive date or prior acts exclusion must predate both the date of this Agreement and any earlier commencement of any services. If coverage is on a "claims made basis", a five (5) year extended reporting provision must be included. Cyber liability coverage may be included in the technology errors and omissions.

24.6. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

24.7. Additional Insured: Sentinel shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Sentinel for any Services if satisfactory proof of insurance is not provided by Sentinel prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

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Risk Management
Board of Education of the City of Chicago
42 W. Madison
Chicago, IL 60602

Any failure of the Board to demand or receive proof of Insurance coverage shall not constitute a waiver of Sentinel's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Sentinel's failure to carry or document required insurance shall constitute a breach of Sentinel's agreement with the Board. In the event Sentinel fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Sentinel. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Sentinel under the Agreement.

All subcontractors are subject to the same insurance requirements of Sentinel unless otherwise specified in this Agreement. Sentinel shall require any subcontractors under this Agreement to maintain comparable Insurance naming Sentinel, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Sentinel will maintain a file of subcontractor's Insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Sentinel in no way limit Sentinel's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Sentinel agrees that insurers waive their rights of subrogation against the Board.

Sentinel must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Sentinel must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but is subject to change.

Each year, Sentinel will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, Illinois 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

This Agreement shall be posted on the CPS website.

Website for online registration, insurance certificate submissions and annual fee payments: <http://www.cpsvendorcert.com>

25. Audit and Document Retention: Sentinel will furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Sentinel will maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to the performance of Services and delivery of Products under the Agreement. All records referenced above and any required under the document retention requirement of the FCC will be retained for at least five (5) years after the last day of the delivery of E-Rate Eligible Services and/or Products. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. All such information will be subject to inspection and audit by the Board and/or FCC/SLD/USAC and/or their contractors. Pursuant to 47 CFR 54.516, Sentinel will be subject to audits and other investigations to evaluate Sentinel's compliance with the statutory and regulatory requirements for the E-rate Program, including those requirements pertaining to what Services and Products are purchased, what Services and Products are delivered, and how Services and Products are being used. Sentinel will assume responsibility for its subcontractors' compliance with the FCC/SLD/USAC requirements on document retention and auditing. Sentinel will include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board and/or FCC/SLD/USAC and/or their contractors the same right to inspect and audit said records as set forth herein.

26. Participation by Other Local Government Agencies. Other local government agencies will be eligible to purchase products and services pursuant to the terms and conditions of this Agreement if such agencies are authorized by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Board's Chief Purchasing Officer, and if such purchases have no significant net adverse effect on the Board, and result in no observed diminished services from Sentinel to the Board or the Board's user departments caused by such purchases. Examples of such agencies are: City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. The Board will not be liable under any circumstances for the failure of any local government agency to comply with the terms and conditions of this Agreement and/or any applicable local, state, and federal laws. The Board will also not be liable for the failure of any such local government agencies to pay any invoices, costs, charges, and/or fees billed by Sentinel to the local government agency. This Agreement cannot be used by any local government agencies to purchase Eligible E-rate Services and/or Products.

27. Charter Schools.

27.1. Chicago Charter Schools Consortium Participation. If a consortium of Chicago charter schools is formed (with or without the inclusion of the Board or CPS), members of any Chicago Charter School Consortium (the "Consortium") may be able to receive Services pursuant to the terms and conditions of this Agreement. The Consortium is solely responsible for paying the Non-Discounted Portion of E-rate Eligible Services and Ineligible E-rate Services. The Non-Discounted Portion of E-rate Eligible Services is defined in this Section as that portion of the charge for which the Consortium is responsible for payment for E-rate Eligible Service as determined by the SLD/USAC in any FCDL. The Consortium will have no liability for the following:

- a. the Discounted Portion of E-rate Eligible Services and/or Products;
- b. costs of E-rate Eligible Services and/or Products not authorized in writing by the Consortium;
- c. costs related to delays by the SLD/USAC in reimbursing Sentinel for the

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Discounted Portion of E-rate Eligible Services and/or Products;

- d. costs of Services and/or Products declared ineligible by the SLD/USAC, unless otherwise specifically authorized by the Consortium;
- e. costs related to upgrading, maintaining or programming billing systems for delivery of E-rate reporting requirements;
- f. costs related to reimbursement of legal expenses in order to provide E-rate services to the Consortium;
- g. costs related to Sentinel failing to meet certain deadlines as provided in this Agreement and/or by the SLD/USAC including but not limited to costs relating to (i) missed service delivery deadlines for the installation and delivery of E-rate Eligible Services and/or Products and (ii) submission of invoices past the allowable E-rate deadlines as determined by the SLD/USAC; and
- h. costs for the Discounted Portion of E-rate Eligible Service and/or Products which were initially paid to Sentinel by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under its commitment adjustment ("COMAD") procedures. Sentinel will be solely responsible for meeting COMAD demand payment made by SLD/USAC unless otherwise authorized by the Consortium.
- i. The Board will not be liable under any circumstances for the failure of the Consortium to comply with the terms and conditions of this Agreement and/or non-compliance with FCC/SLD/USAC regulations and/or any applicable local, state, and federal laws. The Board will also not be liable for the failure of the Consortium to pay any invoices, costs, charges, and/or fees billed by Sentinel to the Charter School. If the Consortium chooses not to participate in the E-rate program, the Consortium will be responsible for the full payment of all invoices, costs, charges, and/or fees billed by Sentinel to the Consortium.

27.2. Other Charter School Participation. Charter schools ("Charter Schools") which are not members of the Consortium may also be able to purchase Services and/or Products pursuant to the terms and conditions of this Agreement by issuing their own purchase order(s) to Sentinel. If the Charter School participates in the E-rate program, such Charter School is solely responsible for paying the Non-Discounted Portion of E-rate Eligible Services and/or Products and Ineligible E-rate Services and/or Products. The Non-Discounted Portion of E-rate Eligible Services and/or Products is defined in this Section as that portion of the charge for which such Charter School is responsible for payment for E-rate Eligible Service and/or Products as determined by the SLD/USAC in any FCDL. Charter Schools will have no liability for the following.

- a. the Discounted Portion of E-rate Eligible Services and/or Products;
- b. costs of E-rate Eligible Services and/or Products not authorized in writing by the Charter School;
- c. costs related to delays by the SLD/USAC in reimbursing Sentinel for the Discounted Portion of E-rate Eligible Services and/or Products;
- d. costs of Services and/or Products declared ineligible or not otherwise funded by the SLD/USAC, unless otherwise specifically authorized by the Charter School;
- e. costs related to upgrading, maintaining or programming billing systems for

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delivery of E-rate reporting requirements;

f. costs related to reimbursement of legal expenses in order to provide E-rate services to the Charter School;

g. costs related to Sentinel failing to meet certain deadlines as provided in this Agreement and/or by the SLD/USAC, including but not limited to costs relating to (i) missed service delivery deadlines for the installation and delivery of E-rate Eligible Services and/or Products and (ii) submission of invoicing after the allowable E-rate deadlines as determined by the SLD/USAC; and

h. costs for the Discounted Portion of E-rate Eligible Service and/or Products which were initially paid to Sentinel by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under COMAD procedures. Sentinel will be solely responsible for meeting COMAD demand payment made by SLD/USAC unless otherwise authorized by the Charter School.

i. The Board will not be liable under any circumstances for the failure of any Charter School to comply with the terms and conditions of this Agreement and/or non-compliance with FCC/SLD/USAC regulations and/or any applicable local, state, and federal laws. The Board will also not be liable for the failure of any Charter School to pay any invoices, costs, charges, and/or fees billed by Sentinel to the Charter School. If a Charter School chooses not to participate in the E-rate program, the Charter School will be responsible for the full payment of all invoices, costs, charges, and/or fees billed by Sentinel to the Charter School.

28. **M/WBE Program:** Sentinel acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts", which is incorporated by reference as if fully set forth herein. Sentinel agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Sentinel agrees to submit such documentation in connection with the plan as may be requested by the Board.

29. **Right of Entry:** Sentinel and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Sentinel shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Sentinel shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, Sentinel will comply and will cause each of its officers, employees, and agents to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

30. **Principal's Right to Direct:** The principal at each school will have the authority, to the maximum extent possible, to direct Sentinel and its subcontractors when performing or delivering Services and/or Products on the school site.

31. **Non-Discrimination:** It shall be an unlawful employment practice for Sentinel or any of its

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subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. Sentinel shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for Sentinel's employees or Sentinel's subcontractors' employees.

32. Entire Agreement and Amendment: This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Sentinel, the terms of this Agreement shall supersede and prevail.

33. Continuing Obligation to Perform: In the event of any dispute between Sentinel and Board, Sentinel shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

34. Federal Gift Policy. At all times, Sentinel shall comply with the following regulations issued by the Office of Government Ethics, 5 C.F.R. §§ 2635.201-2635.205, as may be amended ("Federal Gift Policy"). Sentinel understands and agrees that it is solely responsible for ensuring that Sentinel and its Staff is at all times in compliance with the Federal Gift Policy. If there is a violation of the Federal Gift Policy that results in the loss, denial, or withdrawal of any E-rate funding by SLD/USAC, FCC, or other governmental agency or authority, Sentinel hereby waives any and all claims against the Board for the loss, denial, or withdrawal of the Discounted Portion of E-rate Eligible Services and/or Products regardless of any actions taken by the Board that may have contributed to the violations of the Federal Gift Policy.

35. Conflict of Interest: This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

36. Indebtedness: Sentinel agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

37. Ethics: No officer, agent or employee of the Board is or shall be employed by Sentinel or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid

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hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

38. Inspector General: Each Party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General will have access to all information and personnel necessary to conduct those investigations.

39. Prevailing Wages: If in the performance of the Agreement, there is any underpayment of wages or salaries by Sentinel, the Board may withhold from Sentinel, out of payments due it, an amount sufficient to pay employees underpaid the differences between salaries required to be paid and salaries actually paid for the total number of hours worked. The amounts withheld from Sentinel shall be disbursed by the Board to the respective employees to whom they are due. In the event that the Board is required to withhold and disburse said amounts of underpaid salaries to employees of Sentinel, the Board shall also withhold a sum equal to the Board's cost to administer the payment of said balances of salaries due.

40. Installation and the Multi-Project Labor Agreement. Sentinel shall provide installation of the Products in accordance with the prices stated in the Schedule of Pricing. The Board has entered into a Multi-Project Labor Agreement ("MPLA") with various trade unions regarding construction projects. A copy of the MPLA is attached as Exhibit G together with a list of signatory unions. Sentinel acknowledges familiarity with the requirements of the MPLA; its applicability to certain Services performed by Sentinel, including its employees, agents, and subcontractors; and shall comply in all respects.

41. Performance Bond Obligation: Prior to rendering any Services, Sentinel will furnish the Board's Chief Procurement Officer with a Performance Bond (the "Performance Bond") that Sentinel will acquire at its own expense. The Performance Bond will be conditioned for the completion of this Agreement for payment of material used in providing the Services and for all labor performed in providing the Services, whether by a subcontractor or otherwise. The Performance Bond must be in a form issued by a surety licensed as a surety by the State of Illinois and included in the U.S. Department of Treasury's listing of approved sureties. The surety selected must also be approved by the Board in writing. The Performance Bond will act as security for the faithful performance of this Agreement and the payment of all contractors and other persons supplying labor, materials, and equipment in connection with the Services and/or Products to be provided under this Agreement. The Performance Bond must be furnished together with a current power of attorney for the person signing on behalf of the surety, which said power of attorney must be sealed and certified with first hand signature by an officer of the surety. The Board will not accept signatures by facsimile. In addition, the acknowledgment of the principal on the Performance Bond must be notarized with his/her official title identified. Sentinel may require its subcontractors to maintain a payment and Performance Bond for the full amount of the work being performed by such subcontractor. Sentinel will comply with all local, state, and federal laws, ordinances, regulations, and statutes relating to the Performance Bond obligations as described above.

42. Service Level Agreement: A Service Level Agreement ("SLA"), attached and incorporated into this Agreement as Exhibit F, sets forth some of the Board's expectations regarding the Services performed under this Agreement and the consequences in the event Sentinel fails to meet those expectations.

43. Information Security Policy: If at any time, Sentinel has access to the Board's computer network, Sentinel warrants that it is and shall remain in compliance with the Board's Information Security Policy, adopted September 25, 2013 (13-0925-PO1), as amended.

44. Inspector General: Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the

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authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

45. Waiver: No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

46. Survival/Severability: All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

47. Joint and Several Liability: In the event that Sentinel, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof, then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Sentinel shall be the joint and several obligation or undertaking of each such individual or other legal entity.

48. Counterparts and Facsimiles: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

This Agreement shall be posted on the CPS website.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the latest date set forth below.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: David J. Vitale
David J. Vitale, President

Attest: Estela G. Beltran 3/18/15
Estela G. Beltran, Secretary

Date: 3/18/15

SENTINEL TECHNOLOGIES, INC.

By: Dennis Holzer
Name: DENNIS HOLZER
Title: PRESIDENT / CEO

Attest: Michael Reynolds
Name: MICHAEL REYNOLDS
Title: Director, Governance, Compliance & Contracts

Board Report No: 15-0225-PR12-I

Approved as to legal form: James L. Bebley

James L. Bebley
James L. Bebley, General Counsel

Attachments:

- Exhibit A – Scope of Services/Statement of Work
- Exhibit B – Schedule of Pricing
- Exhibit C – Compliance & Invoicing Terms for E-rate Program
- Exhibit D1 & D2 – Audit Requirements, E-rate Years 18-20 (07/01/15-06/30/18)
- Exhibit E – Key Personnel
- Exhibit F – Service Level Agreement
- Exhibit G – Multi-Project Labor Agreement

EXHIBIT A
to Agreement for Data Network Services

SCOPE OF SERVICES

This Scope of Services is attached to and governed by the Agreement for Data Network Upgrade Services ("Agreement") entered into by and between the Board of Education of City of Chicago ("Board") and Sentinel Technologies, Inc. ("Sentinel") with an effective date of July 1, 2015. Defined terms used in this Scope shall have the same meanings as ascribed to them in the Agreement unless otherwise specifically stated.

The Board intends to implement system improvements of Local Area Networks (LANs) and Wide Area Network (WAN) in up to three hundred (300) schools per year during the term of the Agreement. System Improvement Services that Sentinel will perform in accordance with this Agreement and that are more fully described in this Scope shall include: an infrastructure assessment of the existing environments, coordination of the ordering of equipment, staging of new equipment, and removal and replacement of hubs, switches, wireless access points and other network devices (collectively "SI Services"). The Board also intends to have Sentinel provide security camera system design and installation services for up to seventy-five (75) schools per year ("Security Services"). All construction activities related to the SI Services and Security Services will be performed by a Board-approved construction vendor; Sentinel will be responsible for managing the bid process of these services, but will not be directly performing construction services.

SCOPE OF SERVICES FOR SYSTEM IMPROVEMENTS

A. PROJECT MANAGEMENT

1. Access: Sentinel will coordinate with school principal and/or local technical staff for access to required areas and shall provide proper notification to school staff regarding LAN outages due to installation work. Sentinel will coordinate communication of schedules, site visits, timeframes, and impact of outage to the schools prior to the work. It is imperative that a response from the school is received before work is performed. Sentinel will provide a sample communication plan addressing the requirements listed above. It should be understood that one element of the final communication plan should include finding a primary contact point at each school.
2. Sentinel will be required to update and track the projects in the Board's Project Management Tool, which is currently Daptiv. The Board shall provide access and licenses for this tool.
3. Project Team: Sentinel will provide a Project Team led by a full-time Project Manager Professional, PMP ("PM") to coordinate all tasks, activities, timelines, milestones, and deliverables. All positions required to make up the Project Team will report up through the PM. Exhibit E, which is attached to and incorporated into the Agreement, provides the organizational chart that has been agreed to by Sentinel and the Board for the Project resources to be dedicated to performance of Services. Sentinel will fill each role and the Board will accept suggestions on additional positions, if needed. The integration team(s) will need to be increased or decreased depending on project work load fluctuations.
 - a. The PM will coordinate with the Board and their vendors on the work provided under the awarded contract. The PM is expected to conduct and moderate regularly scheduled Design and Engineering meetings with all vendors associated with the Project set forth in this RFP, and act as primary contact for both the Board and Project team members at all levels of this Project.

- b. Other duties and responsibilities of the PM are as follows but not limited to:
- i. Manage the entire support team.
 - ii. Develop the project scope, schedule, deliverables and tasks.
 - iii. Perform a risk analysis to identify and manage all known risks and potential threats associated with this implementation.
 - iv. Deliver weekly Project status reports, weekly budget reports and maintain an outstanding issues list.
 - v. Facilitate weekly team meetings.
 - vi. Prepare a Work Breakdown Structure and provide project schedules in the form of Gantt charts, network diagrams, milestone charts, or text tables.
 - vii. Provide continual review of project objectives in order to provide project status, approval, and address any current or future issues in a timely manner.
 - viii. Prepare and update a Project Team Directory consisting of - but not limited to - contacts, roles, and assignments.
 - ix. Review the development of testing and turnover procedures.
 - x. Provide resource management and tracking of all staff and potential subcontractors.
 - xi. Resolve any schedule changes, issues, or conflicts as they arise and identify alternative courses of action.
 - xii. Coordinate network device implementation services between all vendors as directed.
 - xiii. The management of planning, scheduling and controlling project objectives with respect to performance, cost/budget, timeframes, project scope, and the effective use of resources.
 - xiv. Managing Project team to confirm commitment on Project deliverables and to ensure the Board's expectations are met throughout the contract.
 - xv. Coordinating all communication of schedules, access, work to be performed and any network outages with the school Principal and local technical coordinator. For example, this could include onsite meetings with school staff.
 - xvi. Creating budget reports, including but not limited to:
 - (a) Spindown analysis showing projections to keep the Board abreast of any budget concerns.
 - (b) Project cost analysis to show average costs per school, type of school, type of equipment etc. as required by the Board.

4. Please note that all work completed for this Contract shall be performed in the Chicagoland area. The Board will not be providing office space for this project.

5. Experience Level: Sentinel will provide highly qualified personnel working on the Board's network to ensure proper installation of equipment. The personnel are required to have an active CCNA (Cisco Certified Network Associate) certification or better. The installation team leads are required to have an active CCNP (Cisco Certified Network Professional) and an active CCDA (Cisco Certified Design Associate) or equivalent certification(s). A dedicated wireless networking professional with a minimum of five (5) years field experience in WLAN implementations is also required to be included in the team. The wireless networking professional is required to be certified in the use of the Airmagnet Surveyor software. The Board shall be active in the selection of any assigned personnel, including technical and management personnel and reserves the right to remove personnel from the project at their discretion. The Board shall be given the option to interview any proposed personnel prior to becoming engaged under the Agreement. Sentinel provided a resume or CV for all staff that may be assigned to fulfill this Agreement and will continue to do so through the term of this Agreement, including any renewals.

6. **Project Plan:** Sentinel will develop a detailed Project Plan to identify and track all the key dependencies for a successful implementation. This shall include developing and coordinating with other Board initiatives as directed. Sentinel will provide a sample Project Plan describing all major tasks and milestones anticipated with the services and products defined in this Agreement. Sentinel's Project Team will be required to update a project plan in the Board's project planning tool, which is currently Daptiv.
7. **Project Schedule:** Due to the ERATE restrictions on the 3 year displacement and 5 year replacement of previously installed ERATE funded equipment, the full scope of LAN Improvement installations is expected to be broken up into phases, to take place over multiple years. Sentinel will work with the Board's Office of Information Technology Services ("ITS") to provide a project schedule that depicts the completion of LAN Improvement Projects ("LIP") deliverables with the following general process.
 - a. CPS will provide Sentinel a list of schools
 - b. Sentinel will examine the list of schools to identify installation dates for all ERATE equipment
 - c. For any schools in which Sentinel did not perform previous ERATE installations, CPS will be responsible for identifying previous installation dates for all equipment
 - d. For any schools that fall within the 3 year displacement, or 5 year replacement window, Sentinel will work with CPS to identify the scope to be delivered prior to the installation window, for example:
 - i. 10 gigabit fiber backbone
 - ii. Router Upgrades
 - iii. Wireless network augmentation
 - iv. Web Caching solution
8. **Budgeting and Financial Management:** Sentinel will provide management of CPS and SLD funding, so as to inform the project team and the Board of spending trends, PO spend-down, and overall financial health of the project.
 - a. CPS will provide Sentinel the per school enrollment figures required to assess the SLD funding anticipated at each school
 - b. Sentinel will provide a per-school budget that depicts CPS matching funds, and SLD funding within each school
 - c. The Sentinel PMO will provide budget updates for each of the individual schools and a summary budget for the project on a weekly basis
9. **Quality Control:** The Sentinel PMO will provide resources to oversee the quality of all work performed within the scope of this Agreement.
 - a. At the close of each installation, a customer satisfaction (CSAT) survey will be sent to each of the key contacts at a school to gauge the performance of the project team members, and the newly installed infrastructure. Sentinel will report on all CSAT survey results on a weekly and quarterly basis for CPS.
 - b. For purposes of transparency, accountability and process improvement, the Sentinel PMO will also report on any issues as a result of Sentinel created defects during the project.
10. **Router and Media Caching Solution:** The proposed solution still needs to be vetted via a Proof of Concept. The Proof of Concept will include:
 - a. CPS "TestNet" POC.
 - b. Elementary, Middle School and High School POC.

B. ASSESS

1. Site Assessment: As part of the Services provided under the Contract, Sentinel will conduct an initial site assessment to identify the current network environment at each school identified by the Board as needing Services and gather detailed information on installed components. The site summary will be provided to Sentinel electronically for real-time gathering. Network components including all electronics and patch cords shall be identified in the MDF, IDF and C-Box enclosures (Current Environment). Sentinel will provide recommendations to the Board for providing replacement non-intelligent hubs, end of life switches, wireless access points, and other network devices in the current environment based on the results of the assessment to ensure that the proposed network environment shall meet the performance standards as set forth by the Board.

2. The site assessment document shall include:

- a. Riser diagrams
- b. Construction floor plans and CAD drawings
- c. WLAN design
- d. Quantities of equipment and patch cords by MDF/IDF and C-Box
- e. Wireless access point assessment information
- f. Proposed wireless design diagrams heat maps and assessment information detailing existing locations vs. new locations
- g. A recommended bill of materials for construction
- h. A recommend bill of materials for electronics
- i. A recommend bill of materials for WLAN

3. Sentinel will also identify all construction labor and material estimates. This assessment shall become the scope of work for the school and will identify the exact equipment requirements and services needed based on current Board standards. Rendering services and supplying products shall commence upon approval of the Scope of Work for that site by the Board. Sentinel will provide a report that tracks the devices required at each site. This information shall be entered into the ITS System Improvement Database which is housed in the CPS Data Center.

4. Site Survey: Sentinel will conduct an active wireless site survey for the assessment phase and a passive site survey post installation to confirm proper wireless coverage for each school. The active site survey shall help to determine the best location for new or replacement wireless access point devices. The Board's current survey software standard is Airmagnet Surveyor. The Board requires the survey to include floor plans depicting AP placement, signal strength, and channels in order to visually depict wireless coverage. The Board shall attempt to provide scaled floor plans in digital format but if plans are not available Sentinel will provide them. Sentinel will be responsible for purchasing the licenses of the most current version of the Airmagnet Surveyor software as well as training the assessment team in said software's usage. In addition, photos of each proposed location will be provided, along with any notes impacting the placement and number of access points.

5. Infrastructure Assessment: At the request of the Board, Sentinel will conduct a detailed onsite infrastructure assessment at each school utilizing the CPS System Improvement Database (SIDB). Sentinel will identify and log all existing network infrastructure/hardware and end-user devices including, but not limited to:

- a. MDF/IDF/C-Box
- b. Data jacks
- c. Switches and Wireless Aps
- d. Tablets
- e. Network Printers
- f. Interactive white boards and Projectors

Sentinel will also complete the following as part of the Infrastructure Assessment:

1. Conduct a PC assessment of all computers used at the school including manufacturer, model, operating system, wireless network card type (A, B/G, N, etc.) or hardwire drop.
2. Record the location of all available drops in each classroom and office.
3. Note any existing non-CPS standard network infrastructure and/or trip hazards, e.g. hubs, cabling, etc. that should be addressed during the network design.
4. Interview designated school contact to identify any unique issues or problems to be taken into consideration for the network design.
5. Note any eligible school requests outside of the normal project scope should funds remain at the end of the project for additional activities (e.g. additional labs, drops, etc.)
6. Conduct project close out walk through with CPS personnel to confirm satisfactory installation completion and obtain approval to invoice.

C. NETWORK DESIGN

1. **MDF Equipment Design.** Sentinel will provide an MDF equipment design based on the assessment data that fulfills the following requirements:

- a. **UPS Devices**
 - i. Sentinel will be required to specify UPS devices in the MDF rooms of selected schools.
 - ii. The UPS devices shall be installed in racks, powered up, charged, tested, configured, connected to the school's LAN and covered network equipment designated by the Board shall be plugged into the UPS. Sentinel will inventory UPS systems installed, document locations and equipment plugged into these devices to be provided in the inventory, and provide a device configuration report. The UPS should be able to support the load of the MDF network equipment for at least fifteen (15) minutes.
- b. **Web Caching and/or WAN Optimization Solution (Optional at the Board's Discretion)**
 - i. Sentinel will provide a solution to improve the performance of each school's WAN connection by using WAN optimization technology or web caching.
 - ii. The solution will be managed centrally.
 - iii. The solution will need to support up to 10Gb of traffic.
- c. **MDF Router**
 - i. Sentinel will provide an MDF equipment design based on the Cisco 2921 or 4500 series routers within each school.
 - ii. The design will address the necessary model of router that will support the 10Gb backbone, and a backup T1 circuit.
 - iii. The design will also accommodate the performance and storage requirements to support the implementation of Akamai powered Web Caching.
 - iv. To provide a thorough design for hardware specifications, performance and configurations necessary to MDF equipment, Sentinel will work with CPS ITS and the Board to plan and execute a pilot on each of the proposed MDF equipment solutions.

1. **Provided that no electrical construction is needed at a site or upon completion of any construction in compliance with the process set forth in Section F below, Sentinel will install all equipment as designed:**

- a. **MDF Equipment:** Sentinel will install new or reconfigure existing WAN equipment in each school MDF. Most schools have a Cisco 6500 switch, which if left in place, may need to be reconfigured to the new VLAN Carving Standards. If the 6500 switch is to be replaced, Sentinel

will install the new Router that is consistent with those identified in the Schedule of Pricing, in accordance with VLAN Carving standards.

b. **Web Caching Engine:** Sentinel will install the Web Caching solution identified in the Schedule of Pricing at each school as part of the MDF equipment installation. Once the Proof of Concept is completed by Sentinel, Cisco and CPS, the Web Caching solution parts list may change. Any change to the Products listed in the Schedule of Pricing will require written agreement by the Board and Sentinel consistent with the Change Management Process included in the Agreement. After that change is documents, Sentinel will install the solution identified in the updated parts list.

c. **Controllers and Prime:**

- i. The Board will authorize Sentinel to procure and install the Cisco controllers prior to any installations taking place.
- ii. Invoicing for the controllers will be delivered immediately following the installation of the controllers and will require written acceptance of the solution by the Board.
- iii. Sentinel and the Board will pilot several schools on the 8500 controllers with Prime.
- iv. Sentinel will build a design and installation plan for the proposed Wireless Controllers and Wireless Management system. Within the design, all racking and power requirements will be identified, as well as interfaces needed to connect the controllers and server equipment to the CPS Network.
- v. Installation: Sentinel will install the physical hardware for the wireless management solution, and then bring the solution online for final configurations. Sentinel resources will then execute a test and acceptance plan jointly with CPS ITS and CPS Network Operations Center (NOC) resources. Finally, the installation team will provide the NOC with all device change information so that the monitoring system can be updated.
- vi. LIP Installations: At each school, once the installation of all switches and wireless access points has been completed, Sentinel will update the wireless controllers and wireless management system to incorporate the newly installed equipment.

d. **Wireless NIC Installation/Reconfiguration:** Installation of WNICs of desktops may be required on an as-needed basis. The Board doesn't provide wireless cards for laptops. Testing of the WNIC installation shall include a functionality test to ensure the network device has the correct Internet access and access to the correct school VLAN. This testing may include basic troubleshooting of the device. Sentinel will provide a sample test plan for WNIC installations. As part of the Services, all pre-existing network devices shall be tested to match the current Board configuration and, if necessary, be replaced and upgraded with Board approved equipment.

2. Equipment Procurement

a. Sentinel has provided information regarding products that it will procure during the Term of the Contract matching the descriptions provided in the Cost Proposal Pages. Sentinel and Board have mutually agreed to a standardized parts list. Any recommended changes to the mutually agreed to standard equipment list must be signed off on by the Board's ITS Network Services Manager.

b. Sentinel is expected to manage hardware procurement to ensure necessary equipment is available for planned installations. Additionally, they are to coordinate shipping/delivery dates with hardware provider to anticipate and avoid potential delays relating to production or delivery. It is understood by both parties that all equipment must be new and not refurbished.

3. **Equipment Removal:** Sentinel will coordinate removal of existing network devices being replaced by new equipment. Equipment removal must be in compliance with all E-Rate guidelines. Sentinel will be responsible for providing any required documents to the Board's ERate team for submission to

the SLD. Removal of access points from walls may require patching and painting, this must be included as part of the services included in this Agreement. The removal of equipment shall include collection and inventory of the removed devices to be replaced by new products. The inventory shall include, but is not limited to serial number, IP address, host name, device location, and Board asset tag number. Sentinel will provide short term warehousing of old devices until the equipment is disposed of or traded in for credit for purchases of new products for use in this Project.

4. Equipment Disposal: Sentinel will also be responsible for proper disposal, or trade-in, of replaced equipment. For equipment that is not available for trade in, Sentinel will utilize Cisco's Green Disposal Service. Disposal and/or trade-in of equipment purchased previously with E-Rate funds shall comply with all SLD/USAC regulations.

5. Operating System Setup and Testing

a. Sentinel will install a network operating system and device configuration for all products at the school. The Board's ITS Network Services ("NS") shall dictate the operating system and configuration standards. NS shall provide written notice to Sentinel of changes in these standards, with such changes to be effective upon receipt of said notice. Standardized configuration must be signed off on by the Board prior to any work being completed.

b. The Services and Products shall include setup and connection to the network, as well as connectivity testing. The testing shall include a functionality test to ensure the Products have the correct Internet access and LAN access to the school's virtual local area network (VLAN's). This testing may include basic troubleshooting of the Products and testing of the cabling in the MDF and IDF location at the school. If issues are found with previously installed wiring, Sentinel will coordinate repair through designated and/or prequalified Board vendors. Sentinel and the Board will agree in writing to a test plan that details all steps necessary to determine successful connectivity test.

c. Asset Tag: All equipment must be asset tagged, which will be supplied by the Board. At the end of installation, the inventory report must be submitted to the Board and shall include, but is not limited to:

- i. Host name
- ii. IP address
- iii. Make
- iv. Model
- v. Serial Number
- vi. Room number or location identifier

d. The Board will then audit the inventory report and Sentinel will remediate any discrepancies to the Board's satisfaction. A copy of the successful audit report must be included in the invoicing.

F. CONSTRUCTION BID AND MANAGEMENT PROCESS

For any construction including but not limited to any electrical construction that must be performed on CPS schools in order to complete the Services described in this Agreement, the Board shall provide written approval of site assessments prior to a construction project being sent out for bid. Sentinel will assist the Board as described below in soliciting bids and managing the completion of such construction activities. All construction related activity must be bid out to a pool of pre-qualified wiring contractors. A list of these contractors can be found at:

<http://www.csc.cps.k12.il.us/servlet/purchasing.bids.BidOpenings?CONTRACTORS=WIRING>.

In order to comply with the Board's guidelines, these wiring contractors will be selected through a bidding process, which may be on a school-by-school basis. The same wiring subcontractors may be

used from school to school, with the prior written approval of the Board. All wiring subcontractors will be from the pre-qualified list. Sentinel will ensure that the construction and services provided by the wiring subcontractors shall be in compliance with the Board's published infrastructure standards, as amended. The published standards are available via: <http://www.cps.edu/ABOUT CPS/ THE BOARD OF EDUCATION/ Pages/CPSInfrastructureHandbook.aspx> and are incorporated into this Agreement by this reference.

Sentinel and the Board will jointly solicit bids from qualified electrical contractors experienced in the installation of LAN systems to include both the power and low voltage components. A sealed bid process will be utilized in soliciting the bids with a minimum of three contractor responses required for each project grouping.

Sentinel shall prepare the Bid documents which will then be made available to the contractors. The Bid documents are to include the following:

- Building Assessment
- CAD / Riser Diagrams
- Scope of Work
- Bid Response Due Date & Time

Bid documents will be given in both electronic (flash drive or CD ROM) and paper (one (1) original and four (4) copies) format. The Bids are to be returned to the Board in a sealed envelope with the project name, contractor name and project number clearly labeled on the outside of the envelope. Upon presentation of the sealed Bid the contractor will receive a time stamped receipt. Bid responses are to include:

- A cover sheet on Company Letterhead to include project name, total cost and a summary of the project.
- Bill of Material – Detailing all labor and material to be used, broken down in unit pricing

All bids will remain sealed until bid opening time which will occur on the day Bids are due. Late Bids will not be accepted. Bids will be reviewed by both the Board and Sentinel; the Bid will then be awarded to lowest qualified Bid. Winning bidder will be notified by Sentinel in written format.

Construction Work Details: Sentinel shall oversee all incidental construction activities associated with the performance of this Agreement, including but not limited to:

- develop and present schedules for implementation of all services and products required at the facilities to the Board for review;
- obtain all permits, insurance and Waiver of Lien as required; and
- coordinate the sequence of construction.

Here are a few examples of what construction may entail:

- running of new Category 6 UTP or Multimode fiber optic cabling in accordance with current Board guidelines,
- re-termination of existing low voltage wiring,
- installation of T-1 extensions,
- coring, installation of mounting brackets for wireless access points (APs),
- patching and painting of walls, or
- installation of new and replacement C-boxes.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED ELECTRICAL LICENSED CONTRACTORS WITH THE CITY OF CHICAGO AT TIME OF AWARD.

In addition, before and after photos of any existing or new concentrated C-Boxes will need to be provided, along with any notes impacting their placement and number.

G. END-USER DEVICE INTEGRATION

1. Sentinel will be responsible for any necessary configuration changes on end-user devices due to the services rendered underneath this Scope of Services. Sentinel will work with each school's staff to verify that all end-user devices can connect to the network reliably. End-user devices include (but not limited to):

- a. Servers
- b. Time clocks
- c. Work stations
- d. Printers
- e. Laptops
- f. IP Cameras and/or Network DVRs
- g. Tablets
- h. Building Automation Systems

2. Any Board owned devices that will need to be updated to ensure reliable network connectivity are considered to be in scope for these Services. End-user computer devices are not provided for this project but Sentinel will still be responsible for installing such components on existing equipment to ensure reliable network connectivity. Non-Board owned equipment will not be covered.

Please note: each school must individually approve that all work completed is accurate, functional and up to their standards before implementation paperwork can be signed off. After the integration is complete, Sentinel shall update the inventory report to include: serial number, model number, hostname, IP address, location, school name and facility ID. The list of products maintained by Sentinel by the separate agreement regarding LAN maintenance services shall be updated accordingly.

H. SUPPORT FOR SYSTEM IMPROVEMENT DATABASE

Sentinel will interface with the Board's System Improvement Inventory Database to update inventory records accordingly. Sentinel will be responsible for maintaining the System Improvement Database and front-end interface. The Scope of Work shall include Microsoft SQL Server (MS-SQL) upgrades, MS-SQL patches, maintenance and enhancements as requested by the Board of the front-end interface. Not included in the Scope of Work are hardware and operating system maintenance and licensing

I. DELIVERABLES

1. Sentinel will obtain as necessary from the construction contractors and provide the Board in both written and electronic format the following documents at the conclusion of each school improvement project:

- a. CAD / Riser Redline Floor Plans – To be used to indicate any changes made to the original CAD / Riser floor plans as presented in the Bid package.
- b. Test Results – Written and electronic test results for all fiber and copper cabling installed. Individual cable test results are to be submitted, summary results can be included but are not to be used as the primary reporting tool.
- c. Any applicable warranty information – the minimum warranties are specified in the Terms and Conditions section
- d. A copy of the Contractors Certified Payroll.
- e. Waiver of Lien

2. Documentation: Sentinel will maintain and modify all associated documentation for the duration of the Agreement. All configurations, scripts, drawings, inventory lists (including serial and other identifying numbers), design documentation, and general documentation associated with the Board's network shall be owned by the Board and must be made available in electronic format upon request.
3. Sentinel will provide all necessary tools required to perform the Services described in this Agreement.
4. All items listed below will be provided to the Board either in paper, CD or e-mail format in specific areas related to this Scope.
 - a. Project Plan
 - b. Communication Plan
 - c. Project Milestone Dashboard
 - d. Risk Report
 - e. Issues Report
 - f. Budget Variance Reports
 - g. Resource Tracking Report
 - h. Removed Equipment Report
 - i. New equipment inventory
 - j. School Assessments
 - k. Riser Diagrams
 - l. Wireless Site Surveys
 - m. Visio Diagrams of school LANs
 - n. Testing/Acceptance Reports

SCOPE OF SERVICES FOR SECURITY CAMERAS

A. PROJECT PURPOSE

1. The purpose of the Security Cameras initiative is to provide the Board with an increased security capability that is consistent with the interests concerning investment protection and operation security.
2. Sentinel will design, purchase and install the infrastructure required to provide security surveillance capabilities across the district. The system will provide a link into the OEMC (Office of Emergency and Communications) and Chicago Police Department, enabling a knowledgeable and appropriate response to any events that may occur.
3. A unified video monitoring system will consist of new cameras strategically located throughout the schools facilities along with the incorporation of existing cameras in various areas. These cameras will be required upon motion with up to 30 days of video retention in a Network Digital Surveillance (DVS) system. The proposed system is fully scalable so additional schools can be added as implementation progresses. Any changes to the parts list will be mutually agreed upon by the Board and Sentinel.
4. Depending on the existing systems capabilities on the school's campus the installation will also include either new or supplemental network capabilities to accommodate the camera system.

B. PROJECT MANAGEMENT

1. All positions listed in this section will report up to the Project Manager. The Security Project Manager's responsibilities shall include:
 - a. Manage the entire support team.
 - b. Develop the project scope, schedule, deliverables and tasks.

- c. Perform a risk analysis to identify and manage all known risks and potential threats associated with this implementation.
 - d. Deliver weekly Project status reports, weekly budget reports and maintaining an outstanding issues list.
 - e. Facilitate weekly team meetings.
 - f. Prepare a Work Breakdown Structure and provide project schedules in the form of Gantt charts, network diagrams, milestone charts, or text tables.
 - g. Provide continual review of project objectives in order to provide Project status, approval, and address any current or future issues in a timely manner.
 - h. Prepare and update a Project Team Directory consisting of - but not limited to - contacts, roles, and assignments.
 - i. Manage requests for scope changes.
 - j. Review the development of testing and turnover procedures.
 - k. Provide resource management and tracking of all staff and potential subcontractors.
 - l. Resolve any schedule changes, issues, or conflicts as they arise and identify alternative courses of action.
 - m. Coordinate network device implementation services between all vendors as directed.
 - n. The management of planning, scheduling and controlling project objectives with respect to performance, cost/budget, timeframes, project scope, and the effective use of resources.
 - o. Managing Project team to confirm commitment on Project deliverables and to ensure the Board's expectations are met throughout the contract.
 - p. Coordinating all communication of schedules, access, work to be performed and any network outages with the school Principal and local technical coordinator. For example, this could include onsite meetings with school staff.
2. Security Camera Technician Requirements, Duties and Responsibilities
- a. Install, configure, test, and document project components.
 - b. Ensure work is in accordance with applicable codes and standard practices.
 - c. Troubleshoot, diagnoses and recommends potential solutions for system errors and failures.
 - d. Perform quality assurance (QA) on all security camera equipment installations.
 - e. Ability to obtain and maintain appropriate industry safety certifications as needed.
3. Security Systems Designer Requirements, Duties and Responsibilities
- a. Install, configure, test, and document project components.
 - b. Ensure work is in accordance with applicable codes and standard practices.
 - c. Provide system turnover to entire team, including training.
 - d. Troubleshoot, diagnoses and recommends potential solutions for system errors and failures.
 - e. Provide timely, on budget installation planning of crew(s) or team(s) tasking for projects.
 - f. Perform quality assurance (QA) on all security camera equipment installations.
 - g. Conduct work order, manual interpretation, blue print interpretation, standards compliance and schematic diagram interpretation supervision for crew(s) and team(s).
 - h. Supervise individual and team performance as it relates troubleshooting, diagnosing and problem resolution services.
 - i. Ability to obtain and maintain appropriate industry safety certifications as needed.
4. Server Administration (MCSE) Requirements, Duties and Responsibilities
- a. Solid Understanding of infrastructure, networking and storage technologies working with SAN, Windows Server, HyperV, SQL Server and IIS,.

- b. Understanding of operational and support processes and best practices.
- c. Trained and certified in the installation and configuration of Genetec Security Center and Omnicast.

C. SITE ASSESSMENT

1. Upon initiation of each school project, will conduct a site assessment to identify the current camera and network environment at each school and gather detailed information on installed components.
2. The site assessment document shall include:
 - a. Areas of concern that are identified by the school;
 - b. Riser diagrams;
 - c. Construction floor plans and CAD drawings;
 - d. Quantities of equipment and patch cords by room/location, MDF/IDF and C-Box;
 - e. Recommended camera locations
 - f. Proposed camera design diagrams; and camera locations maps and assessment information detailing existing locations vs. new locations;
 - g. A recommended bill of materials for construction;
 - h. A recommend bill of material for electronics;
3. Sentinel will identify all construction labor and material estimates. This assessment shall become the scope of work for the school and will identify the exact equipment requirements and services needed based on current Board standards. Rendering services and supplying products shall commence upon approval of the Scope of Work for that site by the Board. Sentinel will provide a report that tracks the devices required at each site. This information shall be entered into the ITS System Improvement Database which is housed in our Data Center.
4. Site Survey: Sentinel will conduct a camera site survey for the assessment phase and a second site survey post installation to confirm proper camera locations for each school. The active site survey shall determine the best location for new or replacement cameras. The Board requires the survey to include floor plans depicting camera placement and camera view coverage. In order to visually depict camera coverage, the Board shall attempt to provide scaled floor plans in digital format but if plans are not available, Sentinel will provide them. Sentinel will provide a sample camera coverage site survey. In addition, photos of each proposed location will be provided, along with any notes impacting the placement and number of cameras.

D. SECURITY CAMERAS - DELIVERABLES

1. Sentinel will provide professional consulting services and include necessary hardware to meet the applicable specifications identified in the Schedule of Pricing, including the CPS Infrastructure Standards, so that the System is available to OEMC and other emergency responders.
2. The general objective is to build a display and control capability that will allow the control of cameras, sensors and any forthcoming technology that the Board may choose to implement, and that can be reasonably integrated, and the display of video images at various school campus and the OEMC.
3. To assist the Board in the development of a plan for ongoing support and maintenance services.
4. To complete implementation within designated timeframes.
5. To provide a System that is scalable.
6. To create efficiencies and sustainable cost savings by utilizing the existing infrastructure of the school district to the extent reasonably practiced.
7. To provide live and recorded video surveillance to security officials on a continuous basis.
8. To obtain access to best practices in information technology products and services related to the project.

9. All cameras and hardware must be fully compatible with the Board's existing network infrastructure.
10. Equipment must be new from the manufacturer and qualify for warranty and maintenance services.
11. All new cameras shall be TCP/IP cameras that utilize PoE. Cameras and overall system must integrate fully with Board's existing VLAN technology and Quality of Service requirements. Further, video streams between camera and network video recorder must be able to be configured for both unicast and multicast transmission modes.
12. All cameras shall be full-featured, vandal resistant, fixed dome, wall mount TCP/IP cameras designed for indoor and outdoor applications. Outdoors cameras shall be sealed for outdoor use and provide IP66 protection against water, wind or dust.
13. All new cameras shall be high resolution, high sensitivity integral color cameras and should accommodate monitoring visibility day and night under parking light illumination conditions. IP cameras must offer Wide Dynamic Range and provide a mechanical cut filter for IR Sensitivity. Administrative user(s) must have the ability to adjust the color and brightness of each camera. Cameras must support 4CIF D1 resolution at 30fps.
14. All new cameras shall be immune to shock and vibration and be vandal-resistant by being able to withstand the equivalent of 120lbs of force
15. The video surveillance system shall include the necessary quantities of network video recorders to accommodate the required network I/O and disk I/O to support simultaneous 4CIF resolution at 5 frames per second for all channels.
16. Storage capacity shall be designed for each recorder given a 4CIF, 5fps, 60% archive and 21-day retention requirement for each camera.
17. The video surveillance system must allow recorded video to be played back in the forward or reverse direction, frame by frame, and from beginning or end of the clip using standard VCR-like buttons. Solution must be able to record from 1–30 FPS on a per camera basis. System must have the capability to record when motion occurs and suppress video recording at other times at the camera end, not the digital recorder. Must also have the ability to define zones where a recording trigger would not be enabled. System must also have the ability to define recording schedules through Internet browser only.
18. The video surveillance system must allow recorded video to be played back in the forward or reverse direction frame by frame, and from beginning or end of the clip using standard VCR-like buttons. Solution must be able to record from 1–30 FPS on a per camera basis. System must have the capability to record when motion occurs and suppress video recording at other times at the camera end, not the digital recorder. Must also have the ability to define zones where a recording trigger would not be enabled. System must also have the ability to define recording schedules through Internet browser only.
19. The video surveillance system must provide simultaneous viewing of both live and recorded video through a web browser interface exclusively. Complete system must be able to be administered through a web browser including full control of PTZ cameras.
20. The video surveillance system must export directly into industry standard formats (e.g. JPEG, AVI, and WMV). A proprietary format is also required. The proprietary format shall be exported with a vendor player to be able to view the video without further conversion.
21. The video surveillance system must be able to view up to 16 images on a single display with at least a resolution of 1024x768. Internet browser display must allow for viewing of different cameras from multiple network video recorders simultaneously.

22. The video surveillance system must provide a comprehensive authentication system that allows user authentication against Microsoft Active Directory for simultaneous access to all network video recorders district wide.
23. Further, the system must also provide comprehensive role-based authorization for each user. Administrative user(s) must have the capability to create new users and define granular control over all system and camera functions.
24. The system must be expandable for future camera installations without forklift upgrades or visible topology changes to the end-user through the web interface. The system shall not require individual client licenses and the system shall not require any reoccurring license fees.
25. Solution must support Motion based recording that can be configured to save disk space, change operators views and send alerts.
26. Central Operations Manager must be able to access video from any network video recorder, instantly.

Please note that Board's Security Manager and the school's designee must review and approve any and all designs updates and proposed changes before any work can be started at a school.

E. LAN

If any additional network equipment is needed to support the security system, Sentinel will coordinate with the LIP network installation team. The equipment and installation costs for security cameras will be ineligible for E-Rate discounts and subsidies.

Please note that Board must review and approve any and all designs updates and proposed changes, as does the designee at each school, before any work can be started.

F. CONSTRUCTION BID AND MANAGEMENT PROCESS

Any construction and/or electrical work required as part of the Security Camera Services will be obtained through the Construction Bid and Management Process as described above in the SI Services Scope.

G. SECURITY EQUIPMENT INSTALLATION

1. Sentinel will install all equipment as designed
2. Testing of the cameras shall include a functionality test to ensure the cameras have the correct view. Sentinel will provide in its Proposal a sample test plan for the camera installations.
3. As part of the Project, all camera devices shall be replaced and upgraded with Board approved equipment. Sentinel will and the Board with mutually agree to a standardized parts list upon award.
4. Any recommended changes to the mutually agreed to standard equipment must be signed off on by the ITS Network Services Manager.
5. Equipment Removal: Sentinel will coordinate removal of existing devices being replaced by new equipment. Removal of cameras from walls may require patching and painting, this must be included as part of the services. The removal of equipment shall include collection and inventory of the removed devices to be replaced by new products. The inventory shall include, but is not limited to serial number, IP address, host name, device location, and asset tag. Sentinel will provide short term warehousing of old devices until the equipment is disposed of or traded in for credit for purchases of new products for use in this Project.

6. **Equipment Procurement:** Sentinel will manage hardware procurement to ensure necessary equipment is available for planned installations. Additionally, they are to coordinate shipping/delivery dates with hardware provider to anticipate and avoid potential delays relating to production or delivery. Any servers and/or workstations will need to be purchased by the Board under existing and separate contracts.
7. **Equipment Disposal:** Sentinel will also be responsible for proper disposal, or trade-in, of replaced equipment. For equipment that is not available for trade in, please provide your disposal method.
8. All equipment must be new and not refurbished.
9. Standardized configuration must be signed off on by the Board's Project Manager prior to any work being completed.
10. The Board will then audit the inventory report and Sentinel will remediate any discrepancies to the Board's satisfaction. A copy of the successful audit report must be included in the invoicing.

H. END-USER DEVICE INTEGRATION

1. Sentinel will be responsible for any necessary configuration changes on end-user devices due to the services rendered underneath this Scope of Services. Sentinel will work with each school's staff to verify that all end-user devices can connect to the network reliably.
2. End-user devices include (but not limited to):
 - a. Cameras
 - b. Computers at the school's Security Desk (need to ensure the software is loaded)
3. End-user computer devices are not provided for this project but Sentinel will still be responsible for installing on existing equipment.
4. Non-Board owned equipment will not be covered.
5. Please note: each school must individually approve that all work completed is accurate, functional and up to their standards before implementation paperwork can be signed off on.

ANCILLARY PROJECT SERVICES

Sentinel may be asked to provide services on a time and material basis for projects of a limited scope that are not specifically identified in this Scope of Services but are within the reasonable range of the services provided. Any services provided must be pursuant to a detailed scope of work indicating the intention of the work, anticipated start and end dates, and a set maximum number of hours that is signed by either the Board's Chief Information Officer or Chief of Safety and Security and, in certain instances, approved by the Board's General Counsel. These labor costs will be billed at an hourly rate. Sentinel has provided in the Schedule of Pricing the hourly rates for each position listed generally below or an equivalent position:

1. **Project Manager ("PM") - General Requirements, Duties and Responsibilities**
 - a. Manage the entire support team.
 - b. PMP certified and have at least three years of experience with similar size and scope projects.
 - c. Develop for the Board's Project Manager's final approval the project scope, schedule, deliverables and tasks.
 - d. Perform a risk analysis to identify and manage all known risks and potential threats associated with this implementation.
 - e. Deliver weekly Project status reports, weekly budget reports and maintain an outstanding issues list.

- f. Managing Project team to confirm commitment on Project deliverables and to ensure the Board's expectations are met throughout the Agreement.
- 2. **Project Coordinators – General Requirements, Duties and Responsibilities**
 - a. Providing full support to the PM.
 - b. General administrative duties regarding the execution of the Agreement deliverables.
 - c. Aligning tasks and services with the Board's specified SLAs.
 - d. Coordinating meetings and running reports as needed.
 - e. Coordinates activities within the project life-cycle including initiation, planning, execution, monitoring and control phases.
 - f. Filling in for all PM duties listed above as directed.
- 3. **Business Analyst – General Requirements**
 - a. Analyze and document business systems and processes, describing workflow, data input, output, reporting, data dictionary, metadata, program goals and external considerations.
 - b. At least 7 years of experience with similar size and scope projects.
 - c. Work with users, program and technical staff to gather, analyze and document system requirements and functional specifications.
- 4. **Construction Manager – General Requirements, Duties and Responsibilities**
 - a. Background in LAN/WAN and IP camera installation is required.
 - b. Review material and labor requirements according to project scope.
 - c. Conduct site walks to determine scope and accuracy of drawings.
 - d. Analyze blueprints and other documentation to prepare quantity takeoffs of time, materials, equipment and labor needs.
 - e. Consult with the designee at each school, vendors, the Board and other team members to discuss and formulate estimates and resolve issues as they arise.
 - f. Minimum of 10 years as a proven construction electrician with estimating experience.
- 5. **Technical Lead – General Requirements**
 - a. Develop, implement, test, and deploy robust, reliable and effective systems as directed.
 - b. Knowledge transfer, coaching and mentoring of Integration Team.
 - c. Ownership of application development technical processes.
 - d. Development of detailed technical specifications based upon functional specifications.
- 6. **Junior Network/PC Technician (CCNA) – General Requirements, Duties and Responsibilities**
 - a. Experience w/ Windows, specifically Windows XP, 7, 8 Server 2003, Server 2008 and Active Directory and Exchange.
 - b. Experience supporting Mac desktop/laptop/iPads.
 - c. Strong PC, network, MAC and PC troubleshooting skills – both hardware & software.
 - d. Active Directory knowledge and experience.
- 7. **Network Engineer (CCNP) – General Requirements, Duties and Responsibilities**
 - a. Level 3 support of Cisco equipment to include routers/switch, WiFi, and security.
 - b. Level 3 support of WAN/LAN, MPLS, VPN, QoS, NCS, and others.
 - c. Support of hardware/software maintenance to include troubleshooting, installation and upgrades.
- 8. **Senior Network Engineer (CCIE) – General Requirements, Duties and Responsibilities**
 - a. Analyze and resolve network hardware and software problems in a timely and accurate fashion, and provide end user training where required.

- b. Design and deploy LANs, WANs, and wireless networks, including: servers, routers, hubs, switches, firewalls, FRN, ISDN, TCP/IP, appliances, IP Telephony, and other hardware.
 - c. Configure networks to ensure their smooth and reliable operation for fulfilling business objectives and processes while maintaining security.
- 9. **Wireless Support Engineer – General Requirements, Duties and Responsibilities**
 - a. Wireless Certification – Aruba Certified Mobility Professional (ACMP), CCNA-wireless, CCNP-wireless preferred.
 - b. 3 - 5 years of experience technically leading successful initiatives implementing IP core infrastructure that enables IP multimedia applications for desktop and mobile operators.
 - c. Extensive knowledge of wireless protocols such as: PPP, IPv4, IPv6, Proxy Mobile IP, GTP, and Radius.
 - d. Experience with installation, testing and development of IP based applications into the educational market a plus.
- 10. **Senior Wireless Design Engineer – General Requirements, Duties and Responsibilities**
 - a. Must be able to conduct and document a wireless site survey.
 - b. Understanding of Wireless LAN and 802.11abgn, ac technologies to deliver voice, data & video.
 - c. Assist in designing critical, large wireless network infrastructures.
 - d. Experience with Cisco and/or Aruba wireless products and technologies
 - e. Understanding of routers, switches, firewalls
 - f. Knows vulnerability scanning and network assessment tools.
 - g. Must be able to climb a ladder and lift at least 50lbs.
 - h. Network certification - Aruba Certified Mobility Expert (ACMX), CCNA Routing and Switching (Highly Desired).
- 11. **Server Administrator – General Requirements, Duties and Responsibilities**
 - a. 4 years relevant experience.
 - b. Implement, install, configure, monitor, troubleshoot, and evaluate existing and emerging Microsoft Windows server operating systems.
 - c. Regularly confer with developers, analysts, other system administrators, and vendors regarding IT system needs and functionality.
 - d. Provide support to site-managed technical staff regarding system administration and usage.
- 12. **Database Administrator – General Requirements, Duties and Responsibilities**
 - a. Develop and maintain security processes and policies to maintain database integrity.
 - b. Maintain database user logins, passwords and privileges.
 - c. Implement all required change control, backup and recovery procedures.
 - d. Monitor database system resources and performance.
 - e. Provides technical leadership to peers and junior personnel.
- 13. **Security Camera Technician – General Requirements, Duties and Responsibilities**
 - a. Install, configure, test, and document project components.
 - b. Ensure work is in accordance with applicable codes and standard practices.
 - c. Ability to obtain and maintain appropriate industry safety certifications as needed.
- 14. **Security Systems Designer – General Requirements, Duties and Responsibilities**
 - a. Install, configure, test, and document project components.
 - b. Ensure work is in accordance with applicable codes and standard practices.
 - c. Perform quality assurance (QA) on all security camera equipment installations.

- d. Conduct work order, manual interpretation, blue print interpretation, standards compliance and schematic diagram interpretation supervision for crew(s) and team(s).
- e. Supervise individual and team performance as it relates troubleshooting, diagnosing and problem resolution services.
- f. Ability to obtain and maintain appropriate industry safety certifications as needed.

Service calls: Upon receiving a service call from the Board's Program Manager, ITS, or a school, Sentinel will attempt to diagnose the service call as warranty related or non-warranty related. The process is as follows:

- 1. Remotely scan all switches and access points.
- 2. If any access points are down, Sentinel immediately will dispatch an engineer without prior approval from ITS or the Board. If it turns out that a device is offline due to a non-Sentinel installation defect, the service call will be billed as T&M.
- 3. If all devices are online, Sentinel will request permission from ITS or the Board to dispatch an engineer to site, prior to continuing any troubleshooting effort. Sentinel will provide an estimate of the number of hours needed and will not exceed those hours without written approval from the Board.

To address service calls effectively, Sentinel will require that the Board provides multiple parties within its authority to approve Sentinel's dispatch and utilization of T&M hours for non-warranty service calls.

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

SUMMARY PAGE

Company Name:	Sentinel Technologies Inc.
Contact Name:	Jack Reidy
Contact E-Mail:	jreidy@sentinel.com
Contact Phone Number:	630-769-4325

LAN SI Annual Cost Proposal

	Eligible	Ineligible	CPS Cost	SLD Cost	Total Cost
Equipment	\$ 15,167,728.89	\$ 297,608.70	\$ 2,572,768.03	\$ 12,892,569.56	\$ 15,465,337.59
Services	\$ 18,431,723.00	\$ 4,053,775.00	\$ 6,818,533.45	\$ 15,666,964.55	\$ 22,485,498.00
LAN SI Database Support			\$ 177,186.00		\$ 177,186.00
Total per Year			\$ 9,558,487.48	\$ 28,559,534.11	\$ 38,128,021.59

Security Camera Annual Costs

	CPS Cost
Equipment	\$ 4,073,630.63
Services	\$ 3,341,343.00
Total per year	\$ 7,414,973.63

Services Costs

Average Hourly Rate	97.785
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Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

HIGH SCHOOL EQUIPMENT

Per School Sample Equipment and Cable List

Component	Description	Make	Model (PN)	List Price	Disc. %	E-Rate Eligibility %	Discounted Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
WAN Equipment										
Router	Router to terminate Leased ethernet circuit and T1 circuit	Cisco	C2921-AX/K9	9740	76.5%	100%	\$ 2,288.90	1	\$ 2,288.90	\$ -
Web Caching Appliance	Web Caching appliance		**			100%	\$ -	1	\$ -	\$ -
	** Akamai License FL-1300-AKC (\$5,000) plus Cisco E100S-HDSASED600G (\$1,086)	Akamai & Cisco		6086	76.5%	75%	\$ 1,430.21	1	\$ 1,072.66	\$ 357.55
	* C2921-AX/K9 (\$5,300), RPS-ADPTR-2921-51 (\$250), UCS-E140S-M2/K9 (\$3,870).						\$ -		\$ -	\$ -
LAN Equipment										
Compact Switch	8 10/100/1000 ports with SFP+ (1/10Gb) Uplink w/ PoE+	Cisco	WS-C3560CPD-8PT-S	1695	76.5%	100%	\$ 398.33	1	\$ 398.33	\$ -
24 port switch	24 Ethernet 10/100/1000 ports and 4 SFP+ (1/10Gb) Ethernet ports w/ PoE+	Cisco	WS-C2960X-24PD-L	4595	76.5%	100%	\$ 1,079.83	5	\$ 5,399.13	\$ -
48 port switch	48 Ethernet 10/100/1000 ports and 4 SFP+ (1/10Gb) Ethernet ports w/ PoE+	Cisco	WS-C2960X-48FPD-L	7995	76.5%	100%	\$ 1,878.83	15	\$ 28,182.38	\$ -
12 port fiber switch	12 port SFP/SFP+ switch	Cisco	WS-C4500X-16SFP+	16000	76.5%	100%	\$ 3,760.00	2	\$ 7,520.00	\$ -
24 port fiber switch	24 port SFP/SFP+ switch	Cisco	WS-C4500X-24X-IPB	20000	76.5%	100%	\$ 4,700.00	2	\$ 9,400.00	\$ -
SFP+ SR Module	10Gb MM/SR	Cisco	SFP-10G-SR=	995	76.5%	100%	\$ 233.83	2	\$ 467.65	\$ -
SFP+ Cu Module	10Gb UTP Module	Cisco	SFP-H10GB-CUIM=	150	76.5%	100%	\$ 35.25		\$ -	\$ -
SFP Cu Module	1Gb UTP Module	Cisco	GLC-T=	395	76.5%	100%	\$ 92.83	14	\$ 1,299.55	\$ -
SFP Module	1Gb MM/SR	Cisco	GLC-SX-MMD=	500	76.5%	100%	\$ 117.50	14	\$ 1,645.00	\$ -
Stack module/cable	Switch stack cable/assembly	Cisco	C2960X-STACK=	1195	76.5%	100%	\$ 280.83	4	\$ 1,123.30	\$ -
							\$ -		\$ -	\$ -
							\$ -		\$ -	\$ -
WLAN Equipment										
Wireless Access Point	802.11ac Lightweight Access Point	Cisco	AIR-CT5502I-A-K9	1495	76.5%	100%	\$ 351.33	40	\$ 14,053.00	\$ -
Wireless Bridge	Wireless bridge	Cisco	AIR-CAP1532I-A-K9	1295	76.5%	100%	\$ 304.33	2	\$ 608.65	\$ -
Antenna	Wireless Antenna if not integrated					100%	\$ -	2	\$ -	\$ -
Outdoor Antenna	Outdoor short-range point-to-multipoint applications					100%	\$ -	2	\$ -	\$ -
Antenna Cable Assembly	10-ft low loss cable, one straight N connector, one 90-degree N connector					100%	\$ -	2	\$ -	\$ -
Wireless LAN Controller	Wireless LAN Controller - If centralized, use a fraction for quantity to distribute across sites					100%	\$ -	2	\$ -	\$ -
Wireless Management Appliance	Wireless Management System for centralized monitoring of existing Cisco and proposed equipment. Use a fraction to distribute the cost across sites	Cisco *	AIR-CT8510-100-K9 *	771.43	76.5%	100%	\$ 181.29	2	\$ 362.57	\$ -
	* - 6 Wireless controllers @ \$45,000 list = \$270,000 across 350 schools (50 more because worksheet has qty 2 for H.S.) = \$771.43 per school	Cisco **	L-PI12-LF-10K **	6819.7	85.0%	0%	\$ 1,022.96	1	\$ -	\$ 1,022.96
	** - 3 Servers for PRIME Mgmt and Licensing for 40K devices = \$340,985 list for the Wireless Management System across 50 H.S. = \$6,819.70 per H.S.						\$ -		\$ -	\$ -

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Component	Description	Make	Model (PN)	List Price	Disc. %	E-Rate Eligibility %	Discounted Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
Cables										
N/A	1 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMDAQ-001M	17.85		100%	\$ 17.85	16	\$ 285.60	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMDAQ-001M	18.38		100%	\$ 18.38	0	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMDAQ-001M	18.64		100%	\$ 18.64	14	\$ 260.93	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMDAQ-001M	17.85		100%	\$ 17.85	0	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMDAQ-001M	17.85		100%	\$ 17.85	0	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-001M	17.33		100%	\$ 17.33	0	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMDAQ-002M	18.38		100%	\$ 18.38	0	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMDAQ-002M	18.38		100%	\$ 18.38	16	\$ 294.00	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMDAQ-002M	19.43		100%	\$ 19.43	0	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMDAQ-002M	18.38		100%	\$ 18.38	0	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMDAQ-002M	17.85		100%	\$ 17.85	0	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-002M	17.85		100%	\$ 17.85	0	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMDAQ-003M	18.38		100%	\$ 18.38	2	\$ 36.75	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMDAQ-003M	18.90		100%	\$ 18.90	0	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMDAQ-003M	19.43		100%	\$ 19.43	0	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMDAQ-003M	18.90		100%	\$ 18.90	0	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMDAQ-003M	18.38		100%	\$ 18.38	0	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-003M	17.85		100%	\$ 17.85	0	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMDAQ-005M	19.43		100%	\$ 19.43	0	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMDAQ-005M	19.95		100%	\$ 19.95	0	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMDAQ-005M	20.48		100%	\$ 20.48	0	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMDAQ-005M	19.69		100%	\$ 19.69	0	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMDAQ-005M	18.90		100%	\$ 18.90	0	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-005M	18.90		100%	\$ 18.90	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMDAQ-010M	21.53		100%	\$ 21.53	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMDAQ-010M	22.58		100%	\$ 22.58	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMDAQ-010M	21.00		100%	\$ 21.00	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMDAQ-010M	22.58		100%	\$ 22.58	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMDAQ-010M	22.58		100%	\$ 22.58	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-010M	22.05		100%	\$ 22.05	0	\$ -	\$ -
N/A	1 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-001BLU	1.84		100%	\$ 1.84	0	\$ -	\$ -
N/A	2 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-002BLU	2.10		100%	\$ 2.10	0	\$ -	\$ -
N/A	3 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-003BLU	2.63		100%	\$ 2.63	0	\$ -	\$ -
N/A	5 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-005BLU	3.15		100%	\$ 3.15	0	\$ -	\$ -
N/A	10 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-010BLU	5.25		100%	\$ 5.25	0	\$ -	\$ -
N/A	15 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-015BLU	6.30		100%	\$ 6.30	0	\$ -	\$ -
N/A	20 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-020BLU	9.98		100%	\$ 9.98	0	\$ -	\$ -
N/A	30 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-030BLU	12.08		100%	\$ 12.08	0	\$ -	\$ -
N/A	50 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-050BLU	2.94		100%	\$ 2.94	600	\$ 1,764.00	\$ -
N/A	1 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-01PU	3.26		100%	\$ 3.26	0	\$ -	\$ -
N/A	2 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-02PU	3.57		100%	\$ 3.57	0	\$ -	\$ -
N/A	3 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-03PU	4.20		100%	\$ 4.20	0	\$ -	\$ -
N/A	5 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-05PU	5.78		100%	\$ 5.78	0	\$ -	\$ -
N/A	10 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-10PU							

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Component	Description	Make	Model (PN)	List Price	Disc. %	E-Rate Eligibility %	Discounted Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
N/A	15 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-15PU	7.35		100%	\$ 7.35	0	\$ -	\$ -
N/A	20 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-20PU	8.93		100%	\$ 8.93	0	\$ -	\$ -
N/A	30 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-30PU	12.08		100%	\$ 12.08	0	\$ -	\$ -
N/A	50 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-50PU	18.38		100%	\$ 18.38	0	\$ -	\$ -
APC UPS Parts										
UPS	UPS to support MDF equipment for 30 min. w/ 2 year warranty-Rack Mount	SURTA2 20RMX L2U;SU RTA48 RMXLB P2U;W BEXTW AR1YR- SP-04	APC Smart-UPS 2200VA USB & Serial RM 2U 120V & ADDED BATTERY	2263	15.0%	100%	\$ 1,923.55	2	\$ 3,847.10	\$ -
UPS Mounting Kit	2 Post Mounting Kit for UPS	AP9625	APC 2 Post Mounting Kit for Smart-UPS	159.99	15.0%	100%	\$ 135.99	2	\$ 271.98	\$ -
UPS NIC	Network Management Card	AP9630	APC Network Management Card	289.99	20.0%	0%	\$ 231.99	2	\$ -	\$ 463.98
Wireless NIC	802.11ac dual band PCI NIC	Linksys	WMP600N	59.99	15.0%	100%	\$ 50.99	180	\$ 9,178.47	\$ -
Total									\$ 89,759.93	\$ 1,844.49

NOTE: Cisco products purchased under this Agreement must be purchased directly from Sentinel and not from any subcontractors in order to receive the Cisco discount referenced above.

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

HIGH SCHOOL SERVICES									
High School Services Costs									
	FIXED PRICE		HOURLY						
	*Materials (Eligible)	*Materials (Ineligible)	Labor Rate (Eligible)	Labor Rate (Ineligible)	Qty Expected Per School	Eligible Average Number of Hours Per School	Ineligible Average Number of Hours Per School	Eligible Total Expected Per School	Ineligible Total Expected Per School
3A. Project Management									
Project Management Team			\$161.75	\$ 161.75	1	50	10	\$ 8,087.50	\$ 1,617.50
3B. Assess									
Infrastructure Assessment			\$110.00	FALSE	1	40	0	\$ 4,400.00	\$ -
Wireless Site Survey			\$ 70.00	\$ 70.00	1	24	0	\$ 1,680.00	\$ -
Site Assessment			\$ 56.00	\$ 56.00	1	24	0	\$ 1,344.00	\$ -
3C. Design									
WAN/MDF Design			\$ 70.00	\$ 70.00	1	1	0	\$ 70.00	\$ -
LAN/WLAN Design			\$110.00	\$ 110.00	1	51	0	\$ 5,610.00	\$ -
3D. Construction Bid Process									
Construction Bid Management			\$ 65.62	\$ 65.62	1	2	0	\$ 131.24	\$ -
On-Site Construction Management			\$110.00	\$ 110.00	1	30	0	\$ 3,300.00	\$ -
Low voltage wiring costs (est.) electrical and other negligible costs (est.)	\$15,000.00		\$110.00		1	250		\$ 42,500.00	\$ 42,500.00
		\$10,000.00		\$ 110.00	1		40	\$10,000.00	\$ 10,000.00
3F. Network Equipment Install									
Wireless NIC installation/configuration (Desktop only)			\$ 40.00	\$ 56.00	300	0.4	0	\$ 4,800.00	\$ -
MDF Equipment Installation			\$ 70.00	\$ 70.00	1	8	1	\$ 560.00	\$ 70.00
Switch Configuration/Installation (C-Boxes)			\$ 56.00	\$ 56.00	25	1	0	\$ 1,400.00	\$ -
AP Configuration/Installation			\$ 56.00	\$ 56.00	42	0.5	0	\$ 1,176.00	\$ -
Post Install Wireless Survey			\$ 70.00	\$ 70.00	1	9	0	\$ 630.00	\$ -
Old Equipment Removal/Disposal			\$ 56.00	\$ 56.00	1	0	8	\$ -	\$ 448.00
Workstation Config (Non-Installation)			\$ 40.00	\$ 56.00	750	0.2	0	\$ 6,000.00	\$ -
3G. End-User Device Integration									
End-User Device Integration			\$ 70.00	\$ 70.00	10	0.2	0	\$ 140.00	\$ -
3H. Deliverables									
Documentation			\$ 65.62	\$ 65.62	8	2	0	\$ 1,049.92	\$ -
Total per School								\$ 62,878.66	\$ 12,135.50
									\$ 95,014.16

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

ELEMENTARY SCHOOL EQUIPMENT

Per School Sample Equipment and Cable List

Component	Description	Make	Model (pN)	List Price	Disc. %	E-Rate Elig. %	Disc. Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
WAN Equipment										
Router	Router to terminate Leased ethernet circuit and T1 circuit	Cisco	C2921-AX/K9*	9740	76.5%	100%	\$ 2,288.90	1	\$ 2,288.90	\$ -
Web Caching Appliance	Web Caching appliance		**			100%	\$ -	1	\$ -	\$ -
	** Akamai License FL-1300-AKC (\$5,000) plus Cisco E100S-HDSASED600G (\$1,086)	Akamai & Cisco		6086	76.5%	75%	\$ 1,430.21	1	\$ 1,072.66	\$ 357.55
	* C2921-AX/K9 (\$5,300), RPS-ADPTR-2921-51 (\$250), UCS-E140S-M2/K9 (\$3,870).						\$ -	0	\$ -	\$ -
LAN Equipment										
	8 10/100/1000 ports with SFP+ (1/10Gb) Uplink w/ PoE+									
Compact Switch	PoE+	Cisco	WS-C3560CPD-8PT-S	1695	76.5%	100%	\$ 398.33	1	\$ 398.33	\$ -
24 port switch	24 Ethernet 10/100/1000 ports and 4 SFP+ (1/10Gb)	Cisco	WS-C2960X-24PD-L	4595	76.5%	100%	\$ 1,079.83	8	\$ 8,638.60	\$ -
48 port switch	48 Ethernet 10/100/1000 ports and 4 SFP+ (1/10Gb)	Cisco	WS-C2960X-48FPD-L	7995	76.5%	100%	\$ 1,878.83	2	\$ 3,757.65	\$ -
12 port fiber switch	Ethernet ports w/ PoE+	Cisco	WS-C4500X-16SFP+	16000	76.5%	100%	\$ 3,760.00	1	\$ 3,760.00	\$ -
24 port fiber switch	12 port SFP/SFP+ switch	Cisco	WS-C4500X-24X-IPB	20000	76.5%	100%	\$ 4,700.00	1	\$ 4,700.00	\$ -
SFP+ SR Module	24 port SFP/SFP+ switch	Cisco	SFP-10G-SR=	995	76.5%	100%	\$ 233.83	0	\$ -	\$ -
SFP+ Cu Module	10Gb MM/SR	Cisco	SFP-H10GB-CUIM=	150	76.5%	100%	\$ 35.25	0	\$ -	\$ -
SFP Cu Module	10Gb UTP Module	Cisco	GLC-T=	395	76.5%	100%	\$ 92.83	0	\$ -	\$ -
SFP Module	1Gb MM/SR	Cisco	GLC-SX-MM=	500	76.5%	100%	\$ 117.50	0	\$ -	\$ -
Stack module/cable	Switch stack cable/assembly	Cisco	C2960X-STAC=	1195	76.5%	100%	\$ 280.83	1	\$ 280.83	\$ -
							\$ -		\$ -	\$ -
							\$ -		\$ -	\$ -
LAN Equipment										
Wireless Access Point	802.11ac Lightweight Access Point	Cisco	AIR-CAP2702I-A-K9	1095	76.5%	100%	\$ 257.33	35	\$ 9,006.38	\$ -
Wireless Bridge	Wireless bridge	Cisco	AIR-CAP1532I-A-K9	1295	76.5%	100%	\$ 304.33	2	\$ 608.65	\$ -
Antenna	Wireless Antenna if not integrated				76.5%	100%	\$ -	2	\$ -	\$ -
Outdoor Antenna	Outdoor short-range point-to-multipoint applications				76.5%	100%	\$ -	2	\$ -	\$ -
Antenna Cable Assembly	10-ft low loss cable, one straight N connector, one 90-degree N connector				76.5%	100%	\$ -	2	\$ -	\$ -
Wireless LAN Controller	Wireless LAN Controller - If centralized, use a fraction for quantity to distribute across sites	Cisco *	AIR-CT8510-100-K9 *	771.43	76.5%	100%	\$ 181.29	1	\$ 181.29	\$ -
Wireless Management Software	Wireless Management Software for centralized monitoring of existing Cisco and proposed equipment. Use a fraction to distribute the cost across sites	Cisco **	L-P112-LF-10K **	6819.7	85.0%	0%	\$ 1,022.96	0	\$ -	\$ -
	* - 6 Wireless controllers @ \$45,000 list = \$270,000 across 350 schools (50 more because worksheet has qty 2 for H.S.) = \$771.43 per school						\$ -		\$ -	\$ -
	** - See High School Tab						\$ -		\$ -	\$ -

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Component	Description	Make	Model (PN)	List Price	Disc. %	E-Rate Elig. %	Disc. Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
Cables										
N/A	1 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMMDAQ-001M	17.85		100%	\$ 17.85	0 \$	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMMDAQ-001M	18.38		100%	\$ 18.38	0 \$	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMMDAQ-001M	18.64		100%	\$ 18.64	7 \$	130.46	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/ST50MMMDAQ-001M	17.85		100%	\$ 17.85	0 \$	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMMDAQ-001M	17.85		100%	\$ 17.85	0 \$	\$ -	\$ -
N/A	1 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMMDAQ-001M	17.33		100%	\$ 17.33	0 \$	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMMDAQ-002M	18.38		100%	\$ 18.38	0 \$	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMMDAQ-002M	18.38		100%	\$ 18.38	7 \$	128.63	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMMDAQ-002M	19.43		100%	\$ 19.43	0 \$	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/ST50MMMDAQ-002M	18.38		100%	\$ 18.38	0 \$	\$ -	\$ -
N/A	2 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-SC/ST50MMMDAQ-002M	17.85		100%	\$ 17.85	0 \$	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/ST50MMMDAQ-002M	17.85		100%	\$ 17.85	0 \$	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-SC/SC50MMMDAQ-003M	18.38		100%	\$ 18.38	2 \$	36.75	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/SC50MMMDAQ-003M	18.90		100%	\$ 18.90	0 \$	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMMDAQ-003M	19.43		100%	\$ 19.43	0 \$	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-LC/ST50MMMDAQ-003M	18.90		100%	\$ 18.90	0 \$	\$ -	\$ -
N/A	3 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-SC/ST50MMMDAQ-003M	18.38		100%	\$ 18.38	0 \$	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-ST/ST50MMMDAQ-003M	17.85		100%	\$ 17.85	0 \$	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-SC/SC50MMMDAQ-005M	19.43		100%	\$ 19.43	0 \$	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/SC50MMMDAQ-005M	19.95		100%	\$ 19.95	0 \$	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/LC50MMMDAQ-005M	20.48		100%	\$ 20.48	0 \$	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-SC/ST50MMMDAQ-005M	19.69		100%	\$ 19.69	0 \$	\$ -	\$ -
N/A	5 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMMDAQ-005M	18.90		100%	\$ 18.90	0 \$	\$ -	\$ -

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Component	Description	Make	Model (PN)	List Price	Disc. %	E-Rate Elig. %	Disc. Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
N/A	5 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-005M	18.90		100%	\$ 18.90	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER SC TO SC CABLE (AQUA)		CPS-SC/SC50MMDAQ-010M	21.53		100%	\$ 21.53	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER LC TO SC CABLE (AQUA)		CPS-LC/SC50MMDAQ-010M	22.58		100%	\$ 22.58	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMDAQ-010M	21.00		100%	\$ 21.00	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER LC TO ST CABLE (AQUA)		CPS-LC/ST50MMDAQ-010M	22.58		100%	\$ 22.58	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER SC TO ST CABLE (AQUA)		CPS-SC/ST50MMDAQ-010M	22.58		100%	\$ 22.58	0	\$ -	\$ -
N/A	10 METER MULTIMODE (OM3) FIBER ST TO ST CABLE (AQUA)		CPS-ST/ST50MMDAQ-010M	22.05		100%	\$ 22.05	0	\$ -	\$ -
N/A	1 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-001BLU	1.84		100%	\$ 1.84	300	\$ 551.25	\$ -
N/A	2 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-002BLU	2.10		100%	\$ 2.10	0	\$ -	\$ -
N/A	3 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-003BLU	2.10		100%	\$ 2.10	0	\$ -	\$ -
N/A	5 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-005BLU	2.63		100%	\$ 2.63	0	\$ -	\$ -
N/A	10 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-010BLU	3.15		100%	\$ 3.15	0	\$ -	\$ -
N/A	15 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-015BLU	5.25		100%	\$ 5.25	0	\$ -	\$ -
N/A	20 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-020BLU	6.30		100%	\$ 6.30	0	\$ -	\$ -
N/A	30 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-030BLU	9.98		100%	\$ 9.98	0	\$ -	\$ -
N/A	50 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-050BLU	12.08		100%	\$ 12.08	0	\$ -	\$ -
N/A	1 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-01PU	2.94		100%	\$ 2.94	0	\$ -	\$ -
N/A	2 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-02PU	3.26		100%	\$ 3.26	0	\$ -	\$ -
N/A	3 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-03PU	3.57		100%	\$ 3.57	0	\$ -	\$ -
N/A	5 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-05PU	4.20		100%	\$ 4.20	0	\$ -	\$ -
N/A	10 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-10PU	5.78		100%	\$ 5.78	0	\$ -	\$ -
N/A	15 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-15PU	7.35		100%	\$ 7.35	0	\$ -	\$ -
N/A	20 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-20PU	8.93		100%	\$ 8.93	0	\$ -	\$ -
N/A	30 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-30PU	12.08		100%	\$ 12.08	0	\$ -	\$ -
N/A	50 FOOT CAT 6E UTP RJ45 CROSSOVER CABLE (VIOLET)		CPS-4P6-XO-50PU	18.38		100%	\$ 18.38	0	\$ -	\$ -

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Component	Description	Make	Model (PN)	List Price	Disc. %	E-Rate Elig. %	Disc. Price	Sample Qty	Eligible Ext. Price	Ineligible Ext. Price
APC UPS Parts										
UPS	UPS to support MDF equipment for 30 min. w/ 2 year warranty- Rack Mount	SURTA220RML20;SURTA48 RMXLBP2U;W BEXTWAR1YR-SP-04	APC Smart-UPS 2200VA USB & Serial RM 2U 120V & ADDED BATTERY	2263	15.0%	100%	\$ 1,923.55	2	\$ 3,847.10	\$ -
UPS Mounting Kit	2 Post Mounting Kit for UPS	AP9625	APC 2 Post Mounting Kit for Smart-UPS	159.99	15.0%	100%	\$ 135.99	2	\$ 271.98	\$ -
UPS NIC	Network Management Card	AP9630	APC Network Management Card	289.99	20.0%	0%	\$ 231.99	2	\$ -	\$ 463.98
Wireless NIC										
Wireless NIC	802.11ac dual band PCI NIC	Linksys	WMF600N	59.99	15.0%	100%	\$ 50.99	60	\$ 3,059.49	\$ -
Total									\$ 42,718.93	\$ 821.54

NOTE: Cisco products purchased under this Agreement must be purchased directly from Sentinel and not from any subcontractors in order to receive the Cisco discount referenced above.

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

ELEMENTARY SCHOOL SERVICES										
FIXED PRICE			HOURLY							
	*Materials (Eligible)	*Materials (Ineligible)	Labor Rate (Eligible)	Labor Rate (Ineligible)	Qty Expected Per School	Eligible Expected Average Number of Hours Per School	Ineligible Expected Average Number of Hours Per School	Eligible Total Expected Per School	Ineligible Total Expected Per School	Total Per School Cost
3A. Project Management										
Project Management Team			\$ 161.75	\$ 161.75	1	40	0	\$ 6,470.00	\$ 1,294.00	\$ 7,764.00
3B. Assess										
Infrastructure Assessment			\$ 110.00	\$ 110.00	1	30	0	\$ 3,300.00	\$ -	\$ 3,300.00
Wireless Site Survey			\$ 70.00	\$ 70.00	1	18	0	\$ 1,260.00	\$ -	\$ 1,260.00
Site Assessment			\$ 56.00	\$ 56.00	1	16	0	\$ 896.00	\$ -	\$ 896.00
3C. Design										
WAN/MDF Design			\$ 70.00	\$ 70.00	1	1	0	\$ 70.00	\$ -	\$ 70.00
LAN/WLAN Design			\$ 110.00	\$ 110.00	1	27	0	\$ 2,970.00	\$ -	\$ 2,970.00
3D. Construction Bid Process										
Construction Bid Management			\$ 65.62	\$ 65.62	1	2	0	\$ 131.24	\$ -	\$ 131.24
On-Site Construction Management			\$ 110.00	\$ 110.00	1	25	0	\$ 2,750.00	\$ -	\$ 2,750.00
Low voltage wiring costs (est.)	\$ 10,000.00		\$ 110.00		1	175		\$ 20,250.00		\$ 29,250.00
Electrical and other ineligible costs (est.)		\$ 10,000.00		\$ 110.00	1		20		\$ 12,200.00	\$ 12,200.00
3F. Network Equipment Install										
Wireless NIC Installation/Configuration (Desktop only)			\$ 40.00	\$ 56.00	150	0.4	0	\$ 2,400.00	\$ -	\$ 2,400.00
MDF Equipment Installation			\$ 70.00	\$ 70.00	1	6	1	\$ 420.00	\$ 70.00	\$ 490.00
Switch Configuration/Installation (C-Boxes)			\$ 56.00	\$ 56.00	13	1	0	\$ 728.00	\$ -	\$ 728.00
AP Configuration/Installation			\$ 56.00	\$ 56.00	37	0.8	0	\$ 1,008.00	\$ -	\$ 1,008.00
Port Install Wireless Survey			\$ 70.00	\$ 70.00	1	5	0	\$ 350.00	\$ -	\$ 350.00
Old Equipment Removal/Disposal			\$ 56.00	\$ 56.00	1	0	4	\$ -	\$ 224.00	\$ 224.00
Workstation Config (Non-Installation)			\$ 40.00	\$ 56.00	500	0.2	0	\$ 4,000.00	\$ -	\$ 4,000.00
3G. End-User Device Integration										
End-User Device Integration			\$ 70.00	\$ 70.00	5	0.2	0	\$ 70.00	\$ -	\$ 70.00
3H. Deliverables										
Documentation			\$ 65.62	\$ 65.62	8	2	0	\$ 1,049.92	\$ -	\$ 1,049.92
Total per School								\$ 57,151.16	\$ 13,788.00	\$ 70,939.16

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

SECURITY CAMERA EQUIPMENT

Per School Sample Equipment and Cable List

Component	Description	Make	Model (PN)	List Price	Disc. %	Discounted Price	Sample Quantity	Eligible Ext. Price
LAN Equipment								
Compact Switch	8 10/100/1000 ports with SFP+ (1/10Gb) Uplink w/ PoE+	Cisco	WS-C3560CPD-8PT-S	1695	76.5%	\$ 398.33	5	\$ 1,991.63
24 port switch	24 Ethernet 10/100/1000 ports and 4 SFP+ (1/10Gb) Ethernet ports w/ PoE+	Cisco	WS-C2960X-24PD-L	4595	76.5%	\$ 1,079.83	0	\$ -
48 port switch	48 Ethernet 10/100/1000 ports and 4 SFP+ (1/10Gb) Ethernet ports w/ PoE+	Cisco	WS-C2960X-48PPD-L	7995	76.5%	\$ 1,878.83	10	\$ 18,788.25
Device TYPE								
Fixed IP Camera	MPEG - H.264 -Server based VMD & IO - Certified Level 1	AXIS P3364-V 6MM	0481-001	699	20.0%	\$ 559.20	30	\$ 16,776.00
PTZ IP Camera	MPEG - H.264 -Server based VMD & IO - Certified Level 1	AXIS Q6044-E	0572-004	3399	20.0%	\$ 2,719.20	4	\$ 10,876.80
Encoder	H.264 -Server based VMD & IO - Certified Level 1	AXIS M7014	0415-004	399	20.0%	\$ 319.20	5	\$ 1,596.00
360o IP Camera	MPEG - H.264 -Server based VMD & IO - Certified Level 1	AXIS M3007-PV	0515-001	649	20.0%	\$ 519.20	0	\$ -
Zoom IP Camera	MPEG - H.264 -Server based VMD & IO - Certified Level 1	AXIS P3367-V	0406-001	999	20.0%	\$ 799.20	0	\$ -
180o IP Camera	MPEG - H.264 -Server based VMD & IO - Certified Level 1	AXIS M3007-PV	0515-001	649	20.0%	\$ 519.20	0	\$ -
Cables								
Cable	1 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-001BLU	1.84		\$ 1.84	30	\$ 55.13
Cable	2 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-002BLU	2.10		\$ 2.10	0	\$ -
Cable	3 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-003BLU	2.10		\$ 2.10	30	\$ 63.00
Cable	5 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-005BLU	2.63		\$ 2.63	0	\$ -
Cable	10 FOOT CAT 6E UTP RJ45 STRAIGHT THROUGH CABLE (BLUE)		CPS-4P6-010BLU	3.15		\$ 3.15	0	\$ -
Cable	1 METER MULTIMODE (OM3) FIBER LC TO LC CABLE (AQUA)		CPS-LC/LC50MMMDAQ-001M	18.64		\$ 18.64	2	\$ 37.28
Software								
Licensing	Software licensing for security software	1 Camea Connection	Om-S-1C	150	25.0%	\$ 112.50	30	\$ 3,375.00
Licensing	Genetec Standard (Max 50 Cameras)	Omnicast STD	Om-S-Base	590	25.0%	\$ 442.50	1	\$ 442.50
Other								
SMA	SMA Base Package - 1 year		SMA-BASE-1Y	400	25.0%	\$ 300.00	1	\$ 300.00
SMA	SMA for 1 Omnicast Standard/SV-16/SV-32 Camera - 1 year		SMA-CAM-S-1Y	18	25.0%	\$ 13.50	1	\$ 13.50
Total Per School								\$ 54,315.08

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Component	Description	Make	Model (PN)	List Price	Disc. %	Discounted Price	Sample Quantity	Eligible Ext. Price
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NOTE: Cisco products purchased under this Agreement must be purchased directly from Sentinel and not from any subcontractors in order to receive the Cisco discount referenced above.

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

Elementary School Services Costs		SECURITY CAMERA SERVICES			
	*Materials (Ineligible)	Labor Rate (Ineligible)	Qty Expected Per School	Expected Average Number of Hours Per School	Ineligible Total per School
4B. Project Management					
Design Work	\$	161.75 \$	161.75	1	15 \$ 2,588.00
4C. Assess					
Camera Site Survey	\$	110.00 \$	110.00	1	8 \$ 990.00
Site Assessment	\$	110.00 \$	110.00	1	15 \$ 1,760.00
4D. Deliverables					
Camera Design	\$	110.00 \$	110.00	1	32 \$ 3,630.00
Documentation	\$	110.00 \$	110.00	1	4 \$ 550.00
4F. Construction Bid Process					
Construction Bid Management		\$	65.62	1	2 \$ 131.24
On-Site Construction Management		\$	110.00	1	4 \$ 440.00
Low voltage wiring costs (est.)	\$	10,000.00 \$	110.00	1	100 \$ 21,000.00
Electrical and other ineligible costs (est.)	\$	7,500.00 \$	110.00	1	15 \$ 9,150.00
4G. Install					
Device Configuration and Installation	\$	70.00 \$	70.00	49	1 \$ 3,500.00
Old Equipment Removal/Disposal		\$	70.00	1	8 \$ 560.00
Workstation Config	\$	70.00 \$	70.00	3	0.2 \$ 112.00
4H. End-User Device Integration					
End-User Device Integration	\$	70.00 \$	70.00	5	0.2 \$ 140.00
Total per School					\$ 44,551.24

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

LAN SI DATABASE MANAGEMENT

	Labor Rate (Ineligible)	Labor Pool of Hours	Project Mgm Rate (Ineligible)	PM Pool of Hours	Ineligible Cost
LAN SI Database Mgmt and Maintenance	\$ 95.00	1000			\$ 95,000.00
Database/Front End Customization (500 Hours/contract year)	\$ 125.00	500	\$ 65.62	300	\$ 82,186.00
Total					\$ 177,186.00

Exhibit B
to Agreement for Data Network Services
Schedule of Pricing

HOURLY RATES

	Hourly Rate
Project Manager	161.75
Project Coordinator	65.62
Business Analyst	65.62
Construction Manager	110
Technical Lead	110
Junior Network/PC Technician (CCNA)	56
Network Engineer (CCNP)	70
Senior Network Engineer (CCIE)	110
Wireless Support Engineer	110
Senior Wireless Design Engineer	110
Server Administrator	95
Database Administrator	125
Security System Designer	110
Security System Technician	70

EXHIBIT C
to Agreement for Data Network Services

COMPLIANCE & INVOICING TERMS OF E-RATE PROGRAM

Sentinel agrees to contract with or employ an E-rate Resource who is familiar with the E-rate program and invoice processes.

A. General Requirements for Compliance of E-rate Program

As part of Sentinel's participation in the E-rate Program, Sentinel must comply with the following requirements:

1. Consult with the Board's internal E-rate resources on FCC regulation changes that are directly associated with the scope of work described in this Agreement.
2. Coordinate with the Board's internal E-rate resources with respect to appeals, service substitution requests and other related matters directly associated with the scope of work.
3. Review the eligible services list and recommend eligible services to the Board with services directly associated with the scope of work herein.
4. Assist the Board in the preparation of written correspondence to the SLD (i.e., service substitution request and other related matters) directly associated with the scope of work herein.
5. Assist the Board in appealing any adverse ruling of the SLD/USAC that are directly associated with the scope of work described herein.
6. Secure from the SLD/USAC and provide to the Board written opinions or ruling relating to eligibility and compliance with E-rate guidelines as deemed appropriate by the Board in support of the eligible services.
7. Assist in the preparation and provide staff as requested by the Board for beneficiary audits conducted by the FCC and/or their agents throughout the year. Coordinate with the Board's internal E-rate resources in connection with beneficiary audits conducted by the FCC throughout the year. Sentinel's costs associated with a beneficiary audit cannot be invoiced to the Board.
8. Secure the services of a Board-approved third-party vendor to provide an onsite annual audit of E-rate activities in conjunction with the SLD/USAC.
9. File a Service Provider Annual Certification Form (SPAC – FCC Form 473)

Sentinel's audit requirements will be required for every program year of E-rate funded services.

B. Invoicing Procedures

In addition to the terms set forth above, Sentinel shall ensure that the E-rate Eligible Products and/or Services provided to Chicago Public Schools are in compliance with the E-rate Program. For E-rate purposes, Sentinel must include the following information for E-rate Services and/or Products on each invoice:

1. Date of Invoice
2. Date of Service
3. Funding Request Number ("FRN")
4. Sentinel's signature on invoice attesting to accuracy and completeness of billings.

5. Detailed description of services performed or materials supplied matches contract specifications, Form 470, and Form 471.
6. Breakdown of amount to be billed to SLD/USAC (discounted charges) and amount to be billed to the Board (ineligible and other non-discounted charges), indicating the full pre-discount cost with the discount.
7. Invoice on Sentinel's letterhead or on a Sentinel-generated form.
8. The Board's Billed Entity Number (BEN) – 135749
9. E-rate Funding Year
10. Proper discount percentages are charged based on the approved Funding Commitment Decision Letter. Submit a Service Certification Form and a copy of the Service Provider Invoice Form (Form 474) for written approval.
11. Include on customer bills sufficient detail to identify the specific services provided, when the services were provided, and the cost of the services. Invoices for Products provided should include the make, model number, and serial number of the Products including equipment provided. A customer bill that indicates an amount with a description such as "eligible E-rate services" is not sufficient.

In addition, Sentinel must:

1. Maintain an analysis of the SLD/USAC invoice (using the Invoice Number on Form 474) to the invoice numbers of the customer bill
2. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation
3. Provide proof of delivery, including installation and functionality testing on all equipment purchases.
4. Include only services and/or products provided or installed within the funding year on invoices submitted to SLD/USAC.
5. Refund to SLD/USAC the appropriate portion of disbursements made by SLD/USAC for equipment that is returned, and any repayment to the Board for their non-discounted portion.
6. Net all service level agreement violations against the pre-discount amount.
7. Notify E-rate department if Products and/or Services change if equipment becomes end of life and/or sale.
8. Provide soft copies to the Board's E-rate Manager of all invoices submitted.

EXHIBIT D-1
to Agreement for Data Network Services
Audit Requirements for E-rate Program

I. OVERVIEW

A. Objective and Scope

The objective of the engagement of an Independent Auditor(s) ("Auditor") retained by Sentinel is to review amounts billed to the Schools and Libraries Division ("SLD") and the Board by service providers for each E-rate Funding Year to determine if adequate documentation is available to support all expenditures and also to determine if all expenditures are considered eligible for the E-rate Discount according to the E-rate program guidelines. The scope of the audit review shall include a review of all transactions and expenditures. Reviews shall be conducted from the time period concurrent with the funding year, commencing July 1, 20xx and ending June 30, 20xx. Dates are subject to change based on the actual start date of Services.

B. Approach

The Board's planned approach for achieving this objective is detailed in Exhibit G-2. The Auditor shall proceed through the tasks in a sequential manner to ensure completion of the Project on a timely basis. Sentinel's Auditor and team must work with the Board's E-rate Representatives to develop any plan that further implements the planned approach or deviates from the planned approach for the methodology, time frame, documents required and work-steps of the audit. The Board's E-rate Director shall review and approve the proposed plan before any audit activities may commence. Sentinel's Auditor shall provide Project Management services at no cost to the Board for each annual audit. Such services shall include, but are not limited to the following: (a) attendance at status meetings with the Board's key stakeholders; (b) document preparation; and (c) document review by the Auditor's senior level management. During status meetings, the Auditor shall be required to brief the E-rate Program Director and others as appropriate on the progress of Services and supply of Products and to advise on matters that may affect the Project timeframe or deliverables. This aspect of the methodology is critical to ensuring quality Services and Products.

C. Team

Sentinel's Audit Team and/or certified public accounting firm assigned to perform Sentinel's obligations under the Agreement shall have the necessary experience, training, and expertise in the E-rate program to enable them to perform their duties and responsibilities under the Agreement. Before the assignment of the Auditor's Project team and/or certified public accounting firm, Sentinel shall provide the Board with the qualifications of the prospective individuals for the Project team and/or certified public accounting firm, an opportunity to interview such individuals, and shall obtain the written consent of the Board's E-rate Director and the Chief Information Officer. If the services of the Auditor or a team member are unsatisfactory, the Board retains the right to require the Sentinel to retain another Auditor.

D. Deliverables

Deliverables shall include a final year-end audit report containing the Auditor findings identifying deficiencies in the reporting of expenditures and recommendations for improvement in operations. The Auditor shall be required to deliver the final draft report to the Board within forty-five (45) days after the conclusion of the funding year. As the draft reports are completed, the Auditor shall present them to the Office of Information Technology Services ("ITS") management for review and comment, revise the report as necessary, and finalize for distribution within ten (10) calendar days. The Auditor can expect that, within two weeks of submitting a draft report, the Auditor shall receive comments from the Board and shall need to revise the report if appropriate. All audit reports shall be produced on the Auditors letterhead.

All deliverables associated with this engagement are intended solely for the use of the Board and are not intended for use by any third party. Sentinel shall require the Auditor to comply with the

EXHIBIT D-1
to Agreement for Data Network Services

Audit Requirements for E-rate Program

contract terms regarding confidentiality, non-disclosure of confidential information, ownership of intellectual property, and turning over documents related to Services and Products supplied to the Board.

E. Timeframe

The proposed timeframe to complete the audit are outlined in detail by task in the planned approach, attached as Exhibit G-2 and are subject to final funding commitment approval by the SLD/USAC. Once approved, the Board shall submit a Form 486 certifying the actual start date of the date of the Project or rendering Services and supplying Products. The dates of the review are dependent upon the timely receipt of all documentation requested, E-rate Project start dates, and the availability of the Board's Designated Contact Person and E-rate Director. The Auditor shall advise the Board's Designated Contact Person and E-rate Director of any issues or circumstances affecting the timetable during regular status meetings. In such cases, Sentinel shall work with ITS management to agree upon appropriate next steps.

F. Reasons for Audit of Sentinel's Supporting Documentation

To ensure that the Board continues to comply with federal regulations, Sentinel shall implement year-end program audits of all spending and documentation that falls under the auspices of the E-rate program. Through the year-end audit, Sentinel and the Board shall be able to determine if expenditures are eligible in accordance with E-rate Program guidelines, to identify any weaknesses or other deficiencies at year-end and rectify any inconsistencies in a timely manner. As a result, the Board shall have a better managed E-rate program and shall be well prepared for any future SLD/USAC audits.

G. Status Updates

Sentinel and Auditor shall hold regular status update meetings with ITS and provide progress of their work. Status meetings shall be held at least at the inception of the Project and each year-end thereafter.

II. ADDITIONAL REQUIREMENTS OF SENTINEL

In addition to the terms set forth above, Sentinel's Auditor shall include, in its audit program, steps to determine that Sentinel is in compliance with the following:

1. Project management costs are separated from other charges.
2. Where labor is involved, detailed and signed individual timesheets are included.
3. Ineligible charges are not submitted to SLD/USAC.
4. Form 470, Form 471, the Contract, and invoices are all consistent.
5. Substitute Services and Products are prominently noted.
6. Rendering Services and supplying Products do not start prior to the approved start date noted on Form 470.
7. Where applicable, Recurring Services are performed and Products are installed prior to June 30th of the funding year in question (and Non-Recurring Services and Products are provided prior to September 30th).
8. Supporting documentation is sufficient to evidence that what was approved per the Funding Commitment Decision Letter was actually provided.
9. Supporting documentation provides sufficient support from initial funding approval, through Service delivery, and concludes with final installation prior to the required date.
10. If E-rate eligible Services are included as part of a larger contract or service billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed is provided.
11. If E-rate eligible Services rendered by a single Sentinel are allocated to multiple schools, support for the allocation must be reconciled to the amounts and locations identified in Form 471.

EXHIBIT D-1
to Agreement for Data Network Services

Audit Requirements for E-rate Program

12. Proof that E-rate-funded Service was rendered within the allowable Service Delivery Deadline.
13. Proper Funding Request Number (FRN) was charged.
14. Invoices and SLD/USAC forms are submitted to the Board in a timely manner.
15. USAC forms are filled out completely.
16. Forms 474 are signed and dated by a representative of Sentinel.
17. If applicable, bill of materials/Network electronics are broken down by quantity, make, manufacturer and costs.
18. If applicable, fixed asset lists are maintained with detailed information for each item (make, serial number, product description, physical location (including room numbers and the history if equipment was moved), date installed, FRN customer bill reference number(s), pre-discount cost, non-discount portion.
19. If applicable, testing of equipment to confirm that it is functioning and maintaining documentation of the results for the time periods required by the Contract.
20. If applicable, document the delivery and installation of equipment using a completion certificate signed by the Sentinel. Maintain completion certificates in a permanent file.

EXHIBIT D-2
to Agreement for Data Network Services
Audit Requirements for E-rate Program

Annual E-rate Review
PLANNED APPROACH

Sentinel's auditor shall:

<i>Review of Year xx</i>			
<i>Tasks</i>	<i>Action Steps</i>	<i>Deliverables</i>	<i>Timeframe</i>
<i>1.1 Conduct kick-off meeting</i>	<ul style="list-style-type: none"> ♦ Conduct an entrance conference with ITS executive management to gain an understanding of the project scope and objectives. 	<ul style="list-style-type: none"> ♦ Scope letter 	July xx
<i>1.2 Conduct planning</i>	<ul style="list-style-type: none"> ♦ Interview key ITS management members as well as service provider personnel and document our understanding of any changes in the E-rate program specific to Year xx including the following. <ul style="list-style-type: none"> ○ Billing processes. ○ Program management structures ○ Period of eligibility for program expenditures. ○ Items eligible for discount. ○ Amount of discount. ♦ Obtain and review any pertinent documentation related to eligibility of items, discount percentages, billing process, and project management structure (how Sentinel will manage the Project), including E-rate eligibility guidelines, written manuals, sample invoices, instructions to contractors, etc. ♦ Review 471's, FRN funding commitments, E-rate program budgets, and project plans to gain an understanding of the scope of the Year xx project as well as to identify any potential risk areas. ♦ Develop an effective procedure for communicating project status, agree on a timetable for delivery of requested documentation and completion of the project, and discuss format of report. 		July – August 20xx

EXHIBIT D-2
to Agreement for Data Network Services
Audit Requirements for E-rate Program

Annual E-rate Review

PLANNED APPROACH

Sentinel's auditor should be sure to obtain and review the following E-rate-related documents:

Review of Year xx			
Tasks	Action Steps	Deliverables	Timeframe
1.3 Documentation request	<ul style="list-style-type: none"> Request documentation necessary to conduct review, including the following. 471 forms, FRN funding commitments. Maintenance report broken down by device type and School. 474 forms, all of Sentinel's internal connections, internet access, and telecommunications invoices, summary spreadsheets, and supporting documentation, including individual contractor and subcontractor invoices. Guidelines for program Year xx E-rate eligibility requirements. Service Provider listing of credit memos and other adjustments. Close out packages for each School project, as appropriate. Sentinel and supplier contract awards. Listing of field and change orders. Proofs of disbursement for amounts paid by the Board to Sentinels – either cancelled checks or accounts payable reports. Proofs of disbursement for amounts paid by SLD/USAC to Sentinels – SPIF details reports. Materials and inventory budget and usage reports, including shipment and distributor records. Supporting documentation can include: list of equipment covered under maintenance contracts, work orders, meeting minutes, maintenance logs, etc. Block 4 listing for each service. Timesheets. 	<ul style="list-style-type: none"> Documentation request list 	September – October 20xx

EXHIBIT D-2
to Agreement for Data Network Services

Audit Requirements for E-rate Program

Tasks	Action Steps	Deliverables	Timeframe
<p>I.4 Review available E-rate program documentation to determine compliance with E-rate eligibility requirements, accuracy, existence, and completeness of reporting</p>	<p>Review available E-rate program documentation to determine compliance with E-rate eligibility requirements and accuracy, existence, and completeness of reporting. Key items to consider when reviewing expenditures for eligibility include the following.</p> <ul style="list-style-type: none"> ♦ Eligibility of items <ul style="list-style-type: none"> ○ Were the Services and Products purchased eligible under E-rate program guidelines? ○ Was an invoice or other documentation available to support the expenditure? ○ Was the description on the invoice sufficient to support the expenditure? ○ Is there a process in place to identify and remove ineligible items from invoices? ♦ Period of eligibility <ul style="list-style-type: none"> ○ Were the Services and Products purchased or was the actual fieldwork conducted during the period of eligibility? ○ Were field orders and change orders approved during the period of eligibility? ○ Were contractor invoices submitted during the period of eligibility? ♦ E-rate discount percentage <ul style="list-style-type: none"> ○ Was the proper discount percentage applied to transactions? ♦ Funding Request Commitment. <ul style="list-style-type: none"> ○ Was the appropriate FRN charged for the expenditure? ♦ Proof of Payment <ul style="list-style-type: none"> ○ Were the contractors and suppliers paid for their Services and Products by the SLD/USAC and the Board? 	<ul style="list-style-type: none"> ♦ Potential Findings ♦ Work Papers 	<p>September 20xx – September 20xx</p>

EXHIBIT D-2
to Agreement for Data Network Services
Audit Requirements for E-rate Program

Annual E-rate Review

PLANNED APPROACH

Review of Year xx			
Tasks	Action Steps	Deliverables	Timeframe
1.5 <i>Develop findings and recommendations</i>	<ul style="list-style-type: none"> Based on the results of the auditors review, the auditor should develop findings and recommendations related to the processes and controls in place as well as for the overall administration of the E-rate program. The findings will highlight questionable expenditures and other concerns identified in the review of the documentation. The auditor will also provide updates/developments related to the status of findings and recommendations from previous quarterly reports. 	<ul style="list-style-type: none"> Findings and Recommendations 	September 20xx – September 20xx
2.0 <i>Conduct gap analysis of the project management techniques and business processes used by Sentinel to manage the E-rate program</i>	<ul style="list-style-type: none"> Conduct interviews with ITS and Sentinel's E-rate program management to gain an understanding of the processes in place to manage the E-rate program. Obtain and review existing documentation supporting the program's organizational structure, project management techniques, processes, policies, and procedures. 	<ul style="list-style-type: none"> Findings and Recommendations to be included in Draft Reports 	September 20xx – September 20xx
2.1 <i>Develop findings and recommendations</i>	<ul style="list-style-type: none"> Based on the results of the review, the Board will develop findings and recommendations related to the processes and controls in place as well as for the overall administration of the E-rate program. 	<ul style="list-style-type: none"> Findings and Recommendations to be included in Draft Reports 	September 20xx – September 20xx (Deadlines detailed in audit memorandum)
2.2 <i>Draft reports; Conduct exit conference</i>	<ul style="list-style-type: none"> Prepare and submit draft reports based upon the Services performed and Products delivered. The format of the final reports will be discussed with ITS management prior to delivery to ensure that the Board provides the auditor with the information it needs. Conduct exit conferences with ITS management and other personnel as appropriate to discuss the findings and recommendations. As necessary, the Board will make revisions and conduct additional follow-up to flush out any questions or concerns. Present ITS management with final draft reports. 	<ul style="list-style-type: none"> Draft Report 	TBD

Exhibit E
to Data Network Services Agreement

Key Personnel & Organizational Chart

Robert Davis
PMO Manager

Security
MBE Vendors

Lisa Kilbridge
Assoc. PM

Kevin Teufel
Assoc. PM

Mike Hackney
Field Team Supervisor

Dave Urech
Field Team Supervisor

Mark Beaulieu
Construction
Operations Manager

Jason Baran
Lead Construction
Designer

Sherri Smith
Project Coordinator

Construction Project
Manager

Larry Eldred
Construction
Designer

Ernest Jones
Construction
Designer

Brad Billings
Construction
Designer

Mary Maloney
Construction
Designer

Milton Molina
Construction
Designer

Nadia Rios
Construction
Designer/ AutoCAD
Drafter

Viktor Pyrikh
Team Lead

Isaac Yates
Team Lead

William Brown
Team Lead

Glenn Ford
Wireless Surveyor

John Guidara
Delivery Driver

Paul Netson
Team Member

William Torres
Team Member

Albert Lin
Team Member

Derrick Chelipa
Team Member

Jose Chavez
Team Member

Glen Richardson
Team Member

Alfredo Guzman
Team Member

Georgi Georgiev

John Sada

Field Team
Supervisor 1

Field Team Lead 1

Wireless Tech

Wireless Tech

Wireless Tech

Delivery Driver

Field Team Lead 2

Wireless Tech

Wireless Tech

Wireless Tech

Field Team Lead 3

Wireless Tech

Wireless Tech

Wireless Tech

Delivery Driver

Field Team Lead 4

Wireless Tech

Wireless Tech

Wireless Tech

Field Team Lead 5

Wireless Tech

Wireless Tech

Wireless Tech

Field Team
Supervisor 2

Field Team
Supervisor 3

Wireless Survey Engr

Wireless Survey Engr

Wireless Survey Engr
(Passive Surveys)

Wireless Tech

Design Eng 1

Staging/Design

Staging/Design

Staging/Design

Security Team
Lead

Security Tech

Security Tech

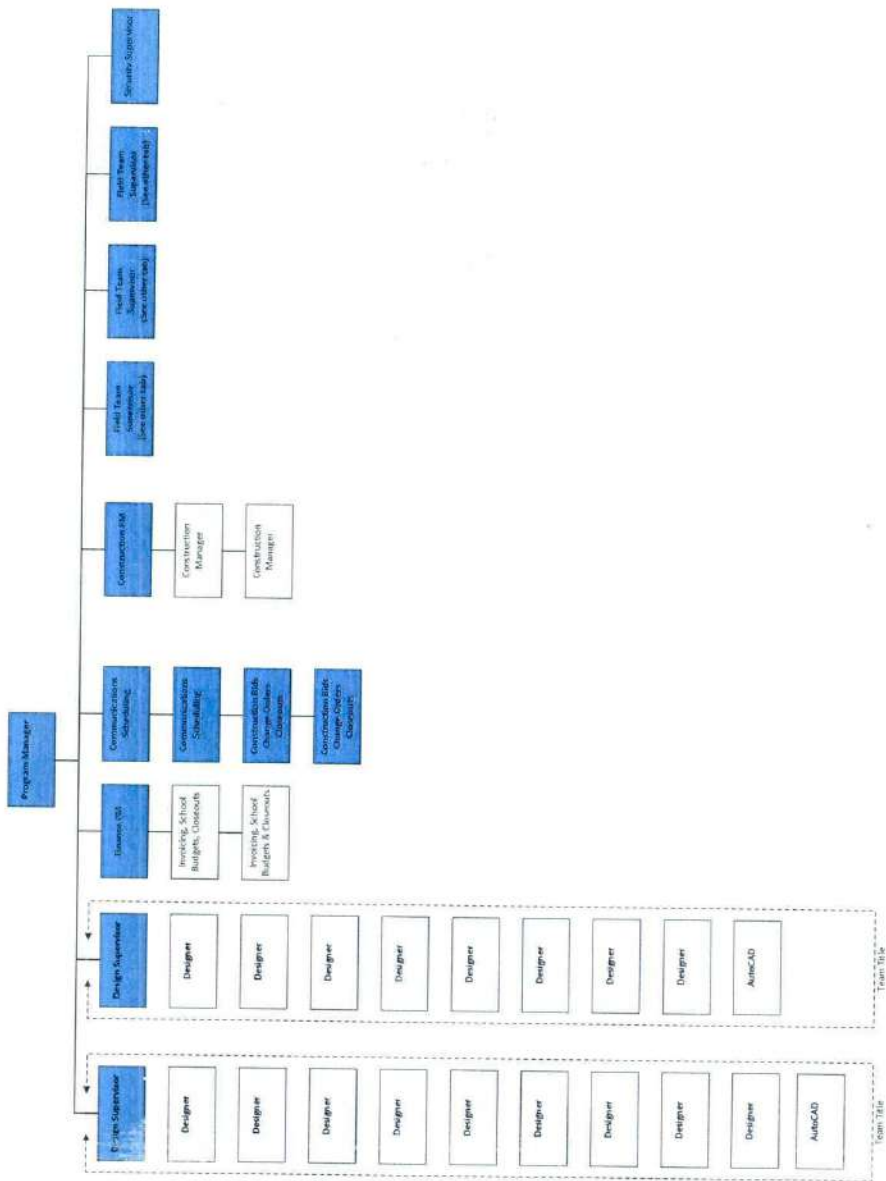


EXHIBIT F – SERVICE LEVEL AGREEMENT

SLAs on Sentinel Performance

1. SI Scan audit SLA
 - a. Any SI Scan failures that are the result of a Sentinel defect will result in 1 hour of credited T&M billing at the Sr. Wireless Engineer rate.
2. Project Schedule SLA
 - a. Sentinel will provide a project schedule with projected completion dates at the beginning of the project, and will track adherence to the schedule for the duration of the contract.
 - b. CPS will accept a maximum of 15 total school days of delays to each individual school's project, from start to finish, as a result of Sentinel-caused delays.
 - c. Completion of a school 15 total school days past the baseline set in the Sentinel Project Schedule, caused as a result of Sentinel created delays, will result in a 2.5% reduction in T&M service rates for that school for any T&M hours incurred beyond the point of reaching 15 days past baseline.
3. Service Call SLA
 - a. No more than 5 service tickets will result from the LAN Improvement or Security Camera Installation project, as a result of issues that are identified as Sentinel created issues.
 - b. If the quantity of services tickets for a school, as a result of Sentinel created issues, exceeds 5 in total, Sentinel will credit CPS a total of 2.5% on T&M professional services for that school.

CONDITIONS FOR SERVICE LEVEL AGREEMENTS TO APPLY: The above-referenced SLA's are contingent upon the following conditions. Failure to meet these conditions may cause reduction, in whole or in part, to the credit owed to the Board in proportion to the effect such condition had on the failure to meet the SLA.

1) Scope Identification

Prior to the commencement of the project for each grouping of schools, the Board and Sentinel must agree to the following scope of work tasks in writing:

Per School:

- a) 10Gb fiber replacement
- b) 10Gb Switches
- c) MDF Equipment Replacement (Router and UPS)
- d) Web Caching
- e) Wireless Scope
 - i. Full replacement
 - ii. Augmentation of existing wireless
 - iii. Relocation of access points in hallways
- f) Wired Computer Labs
- g) Additional hard wired drops (Printers, etc.)
- h) Cisco Prime Infrastructure

Any changes to scope after the project has commenced will require a new mutually agreeable task list. Any additional costs will be documented and will require Board approval prior to implementing the change.

- a) Any school-requested scope deviations will be handled strictly as a "wish list" item, and reviewed/approved/implemented by the Board's Network Services Manager only after the majority of schools have been completed and the Board and Sentinel mutually agree there is sufficient budget.

- b) Sentinel will not be required to track, or report on, school enrollment at any time throughout the Term of the Agreement.
- c) Any changes to the budget for a school due to changing enrollment at a school or for any other reason must be communicated to Sentinel by the Board. Sentinel assumes no responsibility or liability for budget overruns due to changing enrollment.

2) Time & Materials Billing Considerations

- a) Except for onsite project management work, PM/Supervisory Costs will be allocated equally across all projects completed in a single month (since PMO time cannot be allocated on a per school basis, due to tasks such as, program level reporting/meeting, budgeting, 5 minute phone calls, scheduling, and the like).
 - i) Sentinel will develop a "PM Allocation Cost" based upon the estimated number of PMO and Supervisory staff anticipated for the duration of the project.
 - ii) Total hours per school will be allocated based upon the following assumptions:
 - (a) 1 year PMO, sized to deliver 300 school installations;
 - (b) 1 Program manager, 1 Sr. Project Manager, 2 Project Managers (Finance and Communications/Scheduling), 6 Project Managers (including Field Supervisory Staff).
- b) Sentinel will submit a T&M estimate for review/approval by the Board for each school prior to the release of construction bids for review/approval by the Board.
 - i) The Board will establish an approval authority for accepting T&M reports on a monthly basis.
 - ii) If hours are needed beyond the amount initially approved, work will cease until the Board approves the additional hours.
 - iii) The Board will not be responsible for additional hours caused as a result of any delays, errors or omissions wholly attributable to Sentinel or its agents.
 - iv) The Board shall have five (5) business days from submittal to review/approval each T&M billing report, otherwise T&M hours will be deemed accepted/approved.
- c) Upon invoicing a school, the Board will have already approved all hours associated with the work performed at the site. Thus, payment will not be delayed based on a need to clarification T&M hours.
- d) T&M hours include travel to site, and site-to-site travel.
- e) If a Sentinel employee is turned away by a school, Sentinel will make every effort to re-dispatch the employee(s) to another site. However, if it is not commercially or logistically reasonable to re-deploy the employee, or if no other work can be found that employee that day, the Board will be billed for four hours for each such employee at the rate set in this Agreement.
- f) Sentinel has provided Hourly Rates for the tasks identified in the Schedule of Pricing. The hourly estimates and associated tasks were provided by CPS, and are not reflective of the actual work expected at each site. Sentinel acknowledges that a minimum or maximum hourly total is not guaranteed for any project covered by this Agreement.

3) Schedule

- a) In order to complete 300 schools within a single year, Sentinel will prioritize the list of 300 schools based upon geographic location, recent ERATE/LIP work completed, and budgetary sizing factored into the Project Installation Schedule.
- b) Any reprioritizations of schools within Sentinel's Project Installation Schedule made by the Board may affect efficiencies within the project, and may result in T&M charges.

4) Schedule of Pricing

- a) The costs provided in the Schedule of Pricing are budgetary estimates based on information that the Board included in the RFP package. Sentinel only provided hourly billing rates to satisfy the conditions of the RFP bidding instruction. Therefore, it is expected that there will be variances between proposed and actual hours per activity listed in the Schedule of Pricing.

5) Board Review/Approval Gates*: In order to accomplish 300 installations within a 1-year period, the Board must provide adequate resources to timely review and approve Sentinel's deliverables. All reviews and approvals will be handled via DocuSign and/or SharePoint workflows. Any review/approval that extends beyond the timeframes set forth below will be deemed accepted/approved by the Board.

- a) Wireless Survey Reviews must be completed by CPS within 5 business days on each survey approval.
 - i) Need 1 (minimum 2 hour meeting) per week with the Board's Wireless Engineer to review/approve all previous week's surveys.
 - ii) Any on-site walk-through deemed necessary as a part of the design review will require the attendance of Sentinel's cabling design team supervisor, and will be billable time.
 - iii) In the event of a rejection of a Wireless Survey Deliverable, the Board shall be required to provide Sentinel a detailed description of the deviation from the Board-supplied scope for the school, or a detailed description of the defect within the survey. The Board will be responsible for any re-design work based on changes to scope or design standards that have been mutually agreed to. The Board will NOT be responsible for re-design work due to errors or omissions caused by Sentinel.
 - iv) To ensure adherence to the 5-day approval SLA, the Board will assign a minimum of two Wireless Engineers prior to project start for wireless design approval.
- b) Construction Design Reviews must be completed by CPS within 5 business days on each design approval.
 - i) Need 1 (minimum 2 hour) meeting per week with the Board's Construction Manager to review/approve all previous week's surveys.
 - ii) Any on-site walk-through as a part of the design review will need to be accompanied by Sentinel's cabling design team supervisor, and will be billable to the school.
 - iii) For any rejections of the Design Deliverable, the Board will need to provide Sentinel a description of the deviation from the Board supplied scope for the school, or a description of the defect within the design. The rework needed to approve the survey will be billable to the Board.
 - iv) To ensure adherence to the 5 day approval SLA, the Board will assign a minimum of two Construction Managers prior to project start.
- c) Construction Bid Reviews must be completed by CPS within two business days on bid reviews.
 - i) Construction Bids cannot be rejected due to low turnout in a bidding round; i.e. if only 2 vendors bid on a job, the job must be reviewed/approved as usual.
 - ii) The Board reserves the right to reject a bid process if the costs of the proposals are determined by the Board to be too high. This takes precedence over term c)ii).
 - iii) If the costs obtained via the bid process are considered to be too high by the Board, any work associated with re-bidding or delays to the project will be billable as T&M, due to the fact that market conditions within the construction/low-voltage cabling industry, which may influence bidding outcomes, are out of Sentinel's control.
- d) SI Scan Review/Approval must be completed by CPS within 5 business days on SI Scan review.
 - i) The Board will supply two SI Scan engineers for review/approval of SI Scans.

Exhibit G
to Data Network Services Agreement

Multi-Project Labor Agreement

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
- 12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this 21 day of June, 2005, in Chicago, Illinois.

Chicago Board of Education

By: Michael W. Scott
Its: President

By: [Signature]
Its: EST/BM

Attest:

Estate H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

[Signature]
Patrick J. Rocks, Jr., General Counsel

[Signature] 6-23-05

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: (708) 344-7727

By: _____
Its: Financial Secretary, Treasurer, Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JM 6-23-05

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: Terrence J. Hancock
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: _____
Address: 1820 MACHINERY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136
1820 BEACH STREET
City, State, Zip Code: BROADVIEW, IL 60155-2863
Telephone Number: 708-615-5300
By: Frank D. Man
Its: FST/BM

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Sutt
Its: President

Attest:

Estelle H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. Jul 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60527

Telephone Number: 630 655-8289

By: Jimmy P. Conway
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Zulauf
Its: President / Executive Secretary-Treasurer

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltrami 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *AM 6-23-05*

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Romas M. O'Leary
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

CHICAGO JOURNEYMEN PLUMBERS'
Labor Organization: LOCAL UNION 130, U. A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
Its: BUSINESSS MANAGER

113369.9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Mondy
Its: Business Mgr.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn D. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers
Local Lodge 126

Address: 120 E. Ogden Ave., 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn M. Bellan 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

DM 6-23-05

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney
Its: Vice President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eutela B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Shucklys Local 21
Address: 1950 W. 43rd
City, State, Zip Code: CHGO IL 60609
Telephone Number: 773 650 1841
By: [Signature]
Its: PRESIDENT

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL #ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John J. Sheehan
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatila B. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No. 67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Esterline H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Printers' District Council #14

Address: 14516 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Tammie P. Felt
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn M. Keltman 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Workers' Union Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Kargynski
Its: _____

113369,9

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Belcher 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard Matthe
Its: PRES.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Evelyn M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William D. J.
Its: William D. J.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle M. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: Brian Lynn
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 6-23-05

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Ronald W. Mason Sr.
Its: President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Iron Workers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Boskovich
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