

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**6/19/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Area Network (WAN) Links Upgrade	Dave Kenny, Director, Information Technology

**SYNOPSIS**

A resolution has been prepared authorizing a contract for upgrading the point-to-point wireless network connections for Fire Stations #1, #3, and #5 to Village Hall with Sentinel Technologies, Inc. of Downers Grove, Illinois in an amount of \$115,442.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY18 Budget provides \$125,000 in the Equipment Replacement Fund (Page 4-37, Line 21) for this contract.

**RECOMMENDATION**

Approval on the June 19, 2018 consent agenda.

**BACKGROUND**

The Village's wide area network (WAN) connects our facilities (data and voice traffic) and connects those buildings to the outside world.

Sentinel Technologies was approved by the Council on [January 20, 2009](#) to configure and implement the current wireless radio links for Village Fire Stations #1 and #3. The equipment for Village Fire Station #5 is older, originally used at the Public Works facility and repurposed for the fire station. The equipment is beyond end of life (EOL) status, which means that the devices are no longer supported and used parts are utilized when repair is needed.

More importantly, the speeds and security options of the current equipment do not support the growing bandwidth needs of the Fire Department.

The Village also examined changing the type of connections to the fire stations. Staff examined switching from wireless to fiber. However, when comparing the cost estimates for fiber optic cabling from Comcast, upgrading the wireless system was lower than leased fiber.

Sentinel has provided a proposal and quote to upgrade the wireless WAN links for the three fire stations and funds have been budgeted in 2018 for this project. Sentinel should be designated as a sole source supplier for the upgrade based on the following:

1. It is an upgrade of our current system; not a new network topology;
2. Sentinel has proven expertise and is intimate with our configuration;
3. If another vendor was selected, the Village would still have to pay Sentinel to provide assistance to the other vendor since Sentinel is familiar with our configuration.

#### **ATTACHMENTS**

Resolution  
Agreement

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND SENTINEL TECHNOLOGIES, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and Sentinel Technologies, Inc. (the "Contractor"), for point-to-point wireless network connections, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

## **AGREEMENT**

This Agreement is made this 13th day of June 2018 by and between Sentinel Technologies, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant to provide an upgrade to the Village's outdoor wireless system located within the Village of Downers Grove; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### **I. Scope of Services**

Consultant agrees to provide the services in accordance with Appendix A and Appendix B attached hereto and incorporated herein by reference.

### **II. Term of Agreement**

The term of this Agreement shall begin on the date of execution and terminate one (1) year thereafter.

### **III. Compensation**

#### **A. Basic Fees:**

Fees for these services shall not exceed the amount of provided for in Appendix A and Appendix B attached hereto and incorporated herein by reference. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

#### **B. Consultant Invoices:**

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

### **C. Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

## **IV. General Terms and Conditions**

### **A. Relationship Between the Consultant and the Village**

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

### **B. Equal Employment Opportunity**

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the

- Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

### **C. Sexual Harassment**

Consultant, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **D. Drug Free Work Place**

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or Consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
  5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **E. Non-Discrimination**

Consultant and its employees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and

Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

#### **F. Campaign Disclosure Certificate**

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

#### **G. Patriot Act Compliance**

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

#### **H. Cooperation with FOIA Compliance**

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

#### **I. Copyright or Patent Infringement**



The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

#### **J. Standard of Care**

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

#### **V. Insurance and Indemnification of the Village**

##### **A. Insurance**

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

## **B. Indemnification**

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This provision shall survive termination of this Agreement.

## **VI. Miscellaneous Provisions**

### **A. Termination**

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

### **B. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

### **C. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

### **D. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

### **E. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

### **F. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

### **G. Assignment**

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

### **H. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.**

**Downers Grove, IL 60515**

**Sentinel Technologies, Inc.  
2550 Warrenville Road  
Downers Grove, IL 60515**

**I. Village Ordinances**

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**J. Use of Village's Name**

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**Village of Downers Grove**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

DocuSigned by:  
*Jessica Kimkus*  
1F55A7FA723F494...  
**By:** \_\_\_\_\_  
**Title:** Corporate Counsel  
**Date:** 6/13/2018 | 4:10 PM CDT

## Exhibit A Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

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Under penalty of perjury, I declare:

- Consultant has not contributed to any elected Village position within the last five (5) years.

DocuSigned by:  
  
 1F55A7FA723F494...  
 \_\_\_\_\_  
 Signature

Jessica Rimkus

\_\_\_\_\_  
 Print Name

- Consultant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
 (company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name



## APPENDIX A

Customer Name: Village of Downers Grove

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Street Address: 801 Burlington Avenue

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City, State, Zip: Downers Grove, IL 60515

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of Downers Grove (Customer) with principal offices at 801 Burlington Avenue, Downers Grove, IL 60515 is hereby amended to include the following:

Commencement Date

Agreement No. 001

Addendum No. 042-TR

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### Executive Summary

The Village of Downers Grove requested an outdoor wireless site survey from Sentinel Technologies. The ultimate goal of the survey was to determine and recommend a higher speed replacement solution for the existing Cisco outdoor point to point WAN links between the Village Hall and (3) Fire Stations. As a result of the survey, the following Scope of Work along with the accompanying Bill of Materials are being recommended in order to upgrade the Village's outdoor wireless system and to meet its current requirements.

### Project Overview

Sentinel has conducted an outdoor point-to-point wireless survey between the Village Hall located at 801 Burlington Avenue, Downers Grove, IL and the following Village locations.

- Fire Station #1 2560 Wisconsin Avenue, Downers Grove, IL
- Fire Station #3 3900 Highland Avenue, Downers Grove, IL (relay off of water tank adjacent to Good Samaritan Hospital)
- Fire Station #5 6701 Main Street, Downers Grove, IL (link to water tank adjacent to FS#5)

The survey consisted of mapping all locations to determine clear line of sight for the use of high-speed wireless microwave data connection. Elevations will be obtained from the NASA Satellite Radar Topography terrain mapping database. All obstructions will be indicated on each path profile along with the Fresnel Zone based upon licensed and unlicensed frequencies. All mounting, grounding and lightning protection components will be identified and provided with the survey results. Each path will include a detailed RF link profile based upon the required throughput needs. The survey document will provide path calculations for each link for obtaining 99.999% of reliability.

Sentinel has proposed to replace existing Cisco 1400 wireless links with FCC licensed Dragonwave Horizon Compact + microwave links. These new links will operate at 200Mbps throughput and will utilize adaptive modulation. Adaptive modulation allows link to stay up at cost of throughput during times of inclement weather which may cause signal attenuation.

### Scope of Work

Sentinel Technologies, Inc. has proposed to install FCC licensed Dragonwave Horizon Compact + wireless links to provide connectivity between the following locations:

- Village Hall: (801 Burlington Ave, 41-47-42.9N, 088-00-14.2W)
- Fire Station #1: (2560 Wisconsin Ave, 41-47-23.6N, 088-02-50.6W)
- Fire Station #3: (3900 Highland Ave, 41-48-57.8N, 088-00-40.1W)
- Good Sam WT: (41-49-12.3N, 088-00-34.8W)
- Fire Station #5 WT: (6701 Main St, 41-45-56.1N, 088-00-25.1W)

Links will connect sites as follows (see diagram):

Village Hall to FS#1, Village Hall to FS#5 WT, Village Hall to Good Sam WT, Good Sam WT to FS#3



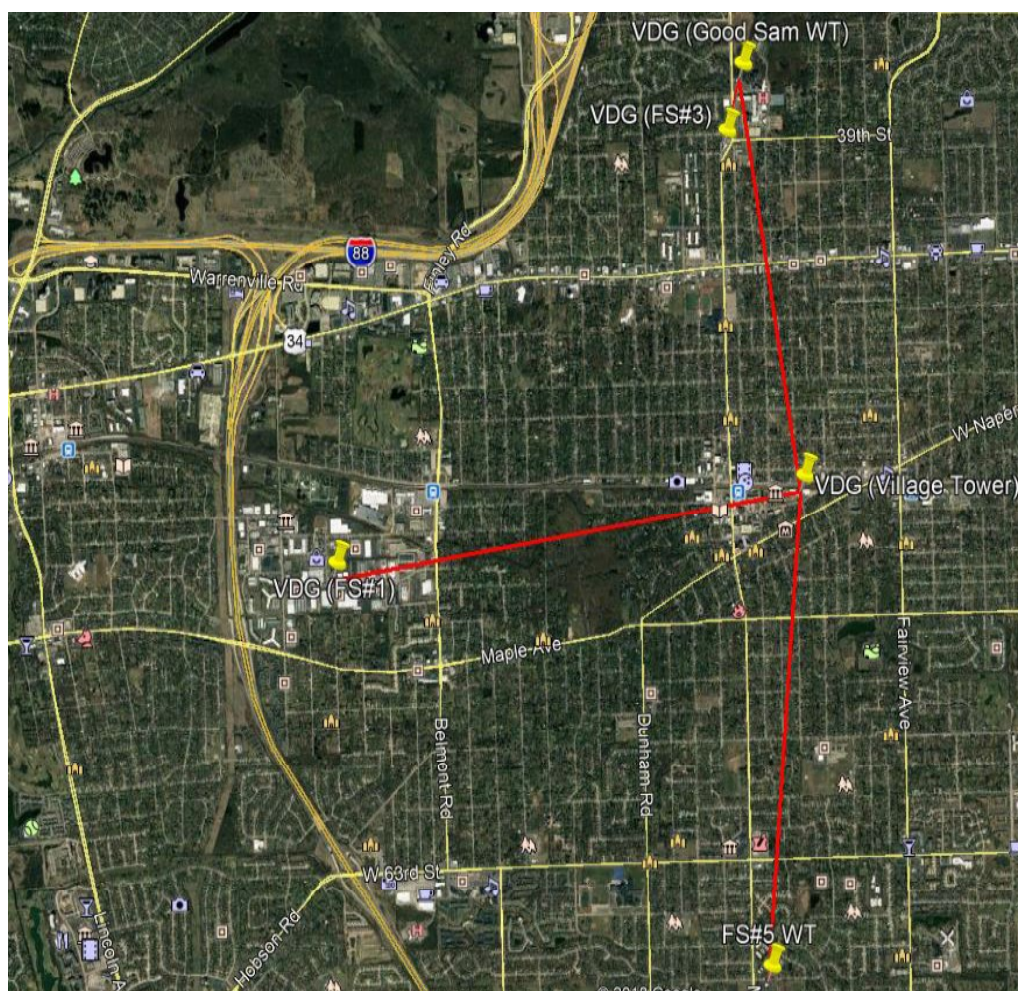
**Sentinel Technologies, Inc. will:**

- Provide all FCC coordination and licensing, including applications, filing fees, and buildout notifications.
- Provide and install (3) new tower leg mounts at Village Hall tower.
- Provide and install (2) new pipes for mounting at Good Sam WT (relay location).
- Provide and install new Outdoor rated Cat5e cable run from radio location to closest IDF for data connectivity.
- Provide and install proper grounding and surge protection per manufacturer requirements/recommendations.
- Provide and install Dragonwave Horizon Compact + wireless radio for each site.
- Align link for best throughput and signal (per FCC license).
- Configure radio per Customer requirements (per design questionnaire).
- Test wireless link for proper operation.
- Maintain a safe and clean workspace during course of installation.

**Customer will:**

- Provide access to sites as needed during normal business hours (M-F/8-5pm).
- Provide any technical drawings as needed as relating to building construction, cable pathways.
- Inform Sentinel Technology staff of any special conduit or cabling requirements at time of walkthrough or post-survey.

**Solution Diagram**





## Proposal Assumptions:

Any required zoning, variance, permits, engineering reviews are the responsibility of the Customer, and can be coordinated on Customers' behalf by Sentinel for additional cost. These services have not been included in this proposal unless otherwise stated.

FCC coordination is based upon frequency and channel availability at time of frequency study and may be subject to change based on existing carrier licenses.

### General Proposal Assumptions

#### Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

#### Site Readiness and Site Survey Requirement:

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

**Three options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)**

**Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1**

<b>Initials</b> <b>Option 1</b>	Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]
<b>Option 2</b>	Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based on the provided checklist]
<b>Option 3</b>	Customer elects a "for charge" onsite survey of the facilities and closets to determine quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]
<b>Option 4</b>	Not applicable. The SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

#### Optics (SFP, SFP+, GBIC, etc...)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.





It may be determined during the blueprint process that additional connections are required or recommended. These will require an additional purchase cost to the Customer. Sentinel makes a best effort to avoid any foreseeable additional purchases, but in most cases the final connectivity varies slightly either for a technical reason or due to a physical requirement and this is beyond the fixed price solution design.

#### **Fiber**

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases specialized equipment such as attenuators and mode conditioning cables may be required to properly support these speeds. This equipment will be at the expense of the Customer.

#### **Power, Racks and Cooling**

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the client and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

#### **Patch Cables/Cable Lengths**

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

#### **Project Changes Request**

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

#### **Travel Requirements and Cost**

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

#### **Labor Union Requirements**

Sentinel has **NOT** included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

#### **Permits & Access**

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

#### **Remote Support**

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.



## Outdoor Wireless

### Multiple Trips

Sentinel has quoted a price including a single trip per link for installation. This means that complete building access will be required to all areas on the scheduled trip. Any subsequent trips as a result of access or facility/personnel issues beyond Sentinel's control will require additional costs to be approved by a Project Change Request.

### Grounding

A lightning grounding protection connection point must be within 20 feet of the installed antenna mount or additional charges will be applied.

### Building penetration/Conduit Requirements

Rooftop penetrations will be used where existing, wall penetrations included in installation pricing. Sentinel has only included running of cable neatly through the facility and not included any conduit requirements. If existing conduit is in place and space exists without overfilling, cabling will be run through existing path. If conduit is required this will be the responsibility of the customer (unless expressly included within this proposal).

## **Statement of Work - Sentinel High Availability Network Support (HANS™)** R12091615

### 1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in Appendix B ("the Equipment"), shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate or terminate this Appendix if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.

### 2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth in Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated on Appendix B.

The Maintenance Service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- b. All costs of labor and field installable parts deemed necessary by Contractor to be required for maintaining the Equipment as a result of normal wear and tear. At Customer's request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- d. With regard to end of life products, Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor's sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer, in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

### 3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.



- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.
- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers or agents.

#### 4. Call Recording

The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service. Customer, on behalf of itself and its employees, agents and assigns, consents and authorizes Contractor to implement this procedure.

#### 5. Periods of Maintenance Service Availability

- a. The Annual Maintenance Fee and the Contracted Periods of Maintenance Service available to the Customer are stated in Appendix B. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any contracts or equipment on Customer's behalf.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

#### 6. Excluded Services

The following services are outside the scope of this Appendix, but can be provided at an additional charge:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by Acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide suitable environmental conditions; fault or negligence of the Customer, its agents, employees or assigns; improper use or misuse of the Equipment; and causes external to the



Equipment, such as, but not limited to, power failure, air conditioning failure, and electrostatic conditions.

- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Installation, moves, adds, or changes to Equipment/software.
- d. Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.

## 7. Service Level Agreement (“SLA”) for Sentinel HANS™

SLAs are noted below, in accordance with the following general Severity Level definitions and the provisions of Section 8 below:

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Note: Due to the time required for set up to support HANS™ agreements, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

### Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1	15 Minutes	99.5%	1 Hour	99.5%	Dependent on SLA purchased, See App B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependent on SLA purchased, See App B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%

## 8. SLA Options

There are three SLA options for Sentinel HANS™. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS™ Silver – provides all the services detailed under Item 8a. below. This service does not allow the Customer the ability to call the Manufacturer TAC directly for support or receive software updates to a device.

HANS™ Gold – provides all the services detailed under Item 8a. and 8b. below. Contractor is authorized to deliver Manufacturer Support and as such, Contractor has the ability to escalate to Manufacturer TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

HANS™ Platinum - provides all the services detailed under Item 8a. below with all Equipment backed by a Manufacturer support agreement which provides Customer and Contractor access to Manufacturer’s support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

- a. The following details the level of support provided under all HANS™ service agreements:
  - All calls for service are to be placed with, monitored and escalated by Contractor.
  - Contractor will reload/configure system components with Customer-supplied back up as required to ensure complete functionality and restoration.
  - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
  - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer’s agent in attempting to resolve issues with other vendors/suppliers.
  - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.



- Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
  - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
  - Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in Appendix B.
- b. The following details the additional level of support provided under all HANS™ Silver service agreements:
- Cisco Specific Items
    - Contractor will provide the software for the Smart Collector upon Customer's request. The Smart Collector will only provide the functionality outlined below and without the Smart Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase, the Customer will be responsible for provisioning the OVA provided by Sentinel. Customer is also responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible for re-configuring the community string if it is not configured correctly on the devices.
    - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
    - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
  - NetApp/EMC Specific Items
    - Sentinel will setup the Manufacturer Phone Home capability to notify both the Manufacturer and Sentinel at the time of failure so that a ticket will automatically be generated in the Sentinel system for immediate response.
  - General Items
    - Contractor provides TAC support and escalation of cases to Manufacturer TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate in Contractor's call with Manufacturer TAC.
    - Contractor will provide Contract and Inventory Management on the Customer infrastructure.

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

CUSTOMER:  
Village of Downers Grove

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX B

Customer Name: Village of Downers Grove

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Street Address: 801 Burlington Avenue

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City, State, Zip: Downers Grove, IL 60515

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of Downers Grove (Customer) with principal offices at 801 Burlington Avenue, Downers Grove, IL 60515 is hereby amended to include the following:

Commencement Date Agreement No. 001 Addendum No. 042-TR

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### PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

#### **Dragonwave 200 Mbps Licensed WWAN Links**

##### **Hardware and Software**

	<b>Extended Price</b>
Dragonwave Horizon Compact +	39,304.00
Mounting Structures	2,500.00
FCC Licensing/Registration	4,349.00
<b>Hardware and Software Total</b>	<b>\$ 46,153.00</b>

##### **Solution Maintenance & Support**

	<b>Extended Price</b>
HANS™ Onsite Maintenance	17,856.00
Dragonwave Maintenance Advance Parts Replacement	15,824.00
<b>Maintenance &amp; Support Total</b>	<b>\$ 33,680.00</b>

**TOTAL PROJECT** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

	<b>Extended Price</b>
Hardware and Software	46,153.00
Solution Maintenance & Support	33,680.00
Professional Services	34,584.00
Project Sub-Total	\$ 114,417.00
Shipping	1,025.00
<b>Project Total</b>	<b>115,442.00</b>

**Horizon Compact +**

<b>Dragonwave Horizon Compact +</b>			
<b>Description</b>	<b>Qty</b>	<b>Special Notes</b>	
Horizon Compact Plus 10;High Power;18 GHz Band B1;No Antennas;Advanced Hardware configuration; Tx Low	4		
Horizon Compact Plus 10;High Power;18 GHz Band B1;No Antennas;Advanced Hardware configuration; Tx High	4		
<b>Horizon Compact Plus Capacity Upgrades (per radio)</b>			
Horizon Compact Plus;10MB to 200MB upgrade	8		
<b>Compact Plus Feature Upgrades (per terminal)</b>			
Horizon Compact Plus Adaptive Modulation	8		
<b>Antenna Options</b>			
17.7-19.7 GHz 2' High Performance Parabolic Antenna with Radome. 38.7 dBi, Single polarity, Dragonwave Interface	8		
<b>Cables/Misc</b>			
UV Resist Shielded CAT5E - 1000 Feet	4		
Horizon Compact + PonE Injector/Surge protector (outdoor)	8		
Horizon Compact + 120 VAC/ -48VDC Power Supply	8		
Horizon Compact + Port Cap	8		
Horizon Compact + Connector Kit	8		
Horizon Compact + Ground Kit	8		
<b>Hardware and Software Sub-Total</b>		<b>\$39,304</b>	

**Mounting Structures**

<b>Mounting Structures</b>			
<b>Description</b>	<b>Qty</b>	<b>Special Notes</b>	
Tapered Leg Sliding Mount (2.5") w/ 2-5/8" pipe	3		
Plain End Pipe 2-3/8" x 72"	2		
Misc Hardware	3		
Misc Grounding	3		
Pro Svcs-Mount Installation	12		
<b>Self-Support Tower Mounts Hardware Sub-Total</b>		<b>\$2,500</b>	

**FCC Licensing**

<b>FCC Licensing/Registration</b>			
<b>Description</b>	<b>Qty</b>	<b>Special Notes</b>	
<b>SITES</b>	5		
<b>PATHS</b>	4		
Frequency Selection (per path)	4		
Prior Frequency Coordination Notices (per project) when filing all paths concurrently	1		
FCC Form 601-License Application Completion (per site)	5		
FCC Form 159 Completion (per site)	5		
FCC Licensing Fee (Government/Education)	5		
Expedite FCC License (14 day clearance)	1		
FCC Form 601K-Construction Completion (per site)	5		
<b>Hardware and Software Sub-Total</b>		<b>\$4,349</b>	



HANS™ Onsite Maintenance		
Description	Qty	Special Notes
<b>HANS™ Onsite Maintenance Labor Only</b>		
Horizon Compact Plus - 1 year 8x5 NBD (Local)	3	36 Months Duration
<b>Hardware Maintenance Sub-Total</b>		<b>\$17,856</b>
Dragonwave Maintenance Advance Parts Replacement		
Description	Qty	Special Notes
<b>Dragonwave Maintenance Parts Only</b>		
Horizon Compact Plus - 3 year Advance Replacement	8	36 Months Duration
<b>Software Maintenance Sub-Total</b>		<b>\$15,824</b>

### Payment Terms:

Hardware/Software/Professional Services: Labor – Net 30, Non-labor – 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first.

Maintenance: Net 30 days.

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following: a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

Services are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services after hours at an overtime labor rate.

### **Fixed Price**

For the charges listed above, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

**This quote is valid for 30 days from 6/7/2018**

CUSTOMER:  
Village of Downers Grove

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

P.O. #:\_\_\_\_\_