

**Meeting Members:**  
Gary Pilafas, Chairperson  
Anna Newell, Vice Chairperson  
Karen Mills, Trustee  
Gary Stanton, Trustee  
Karen Arnet, Trustee  
Patrick Kinnane, Trustee  
William McLeod, Mayor

## Village of Hoffman Estates

### Special

#### Finance Committee Meeting Agenda

October 16, 2023

6:30 p.m. - Board Room

Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

- 
- I. Roll Call
  - II. Public Comment

#### NEW BUSINESS

- 1. Request authorization to award contract for a replacement Licensed Band High Speed Wireless System for the Village of Hoffman Estates to Entre Solutions II, Bloomington, IL in a total amount not to exceed \$179,943.21.

- III. Adjournment

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request authorization to award contract for a replacement Licensed Band High Speed Wireless System for the Village of Hoffman Estates to Entre Solutions II, Bloomington, IL in a total amount not to exceed \$179,943.21.

**MEETING DATE:** October 16, 2023

**COMMITTEE:** Finance

**FROM:** Darek Raszka, Director of Information Technology

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**PURPOSE:** Request authorization to award contract for the installation of a replacement Licensed Band High Speed Wireless System.

**DISCUSSION:** The current Village High Speed Wireless System is six (6) years old, and it is at the end of its functional life. The system is used as a primary connection to Fire Station 23, as well as a backup connection to Fire Station 22, the Police Department, the NOW Arena and Beacon Pointe Water Tower (which in turn connects Fire Station 24). The requested scope of work for this project also includes an additional wireless connection between the Police Department and Aster Water Tower.

Information Technology staff recently released an RFP to update the current wireless system. The new system is required to be compatible with current Village infrastructure. It also must be capable of delivering increased traffic to accommodate increasing needs, including the imminent upgrade to an internet-based phone system. The Village received two proposals in response to the RFP (see attached). Both proposals came in under budget and recommended equipment from Cambium Networks. The Village's current system uses Cambium Networks hardware; staff is familiar with its operations and maintenance needs and has been pleased with its performance. Staff is recommending Entre Solutions II, which is the provider that installed the current system. Entre provided a less costly proposal, and staff has had a positive experience working with them in the past.

**FINANCIAL IMPACT:** \$250,000 for this project is included in the Village's approved 2023 budget (47008625-4602); the recommended solution will be \$70,056.79 under budget.

**RECOMMENDATION:** To award contract for a replacement Licensed Band High Speed Wireless System for the Village of Hoffman Estates to Entre Solutions II, Bloomington, IL in a total amount not to exceed \$179,943.21.

Attachments:  
Proposal summary  
Draft contract



## **Wireless System Upgrade**

### **Request for Proposal And Response Document**

*Company Response for:* \_\_\_\_\_

**August 25, 2023**

**PLEASE NOTE: MANDATORY MEETING ON PAGE 3**

**THIS IS A REQUIRED MEETING FOR ALL WHO SUBMIT PROPOSALS**

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## **Invitation to Submit Proposal**

August 25, 2023

Dear Vendor:

The Village of Hoffman Estates invites you to submit a sealed proposal for:

### **Wireless System Upgrade/Update**

The enclosed proposal form(s) **must** be used in submitting the proposal. Proposal must be addressed as follows:

**Village of Hoffman Estates  
Information Technology Department  
Wireless System Upgrade/Update  
1900 Hassell Road  
Hoffman Estates, Illinois 60169**

Proposals will be received until - **3:30PM CDT, Tuesday, September 19, 2023.**

**Interested vendors must attend a mandatory pre-proposal meeting on 9/5/2023 at 1:00 p.m. at the Hoffman Estates Village Hall located at 1900 Hassell Rd., Hoffman Estates IL 60169.**

The required Contractor's Certification forms must be completed and returned with the proposal.

The Village reserves the right to reject any or all proposals if the evidence submitted by, or investigation of, such vendor(s) fails to satisfy the Village that such vendor(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. The Village of Hoffman Estates further reserves the right to waive any minor irregularities or minor defects in the proposal, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the proposal, which is in the best interest of the Village. Conditional proposals will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a proposal without any specification of reason for the rejection. Any request for information shall be made to Darek Raszka, Director of Information Technology by email at RFP@vohe.org, but the response may not be used as a condition to any proposal being submitted.

Sincerely,

Darek Raszka  
Director of Information Technology

## **Public Notice**

### **NOTICE TO Vendors**

**The Village of Hoffman Estates is accepting sealed proposals for:**

#### **Wireless System Upgrade/Update**

**Sealed proposals will be accepted until 3:30PM CDT, Tuesday, September 19, 2023 at the Hoffman Estates Village Hall.**

RFP Documents and Scope of Work will be available on Friday, August 25, 2023, after 12:00PM. Proposal specifications will be available through our website at <http://www.hoffmanestates.org>. To obtain proposal specifications, please follow these instructions:

- Go to: <http://www.hoffmanestates.org>
- Go to Business tab
- Click on RFPs area for the document
- Download the RFP in PDF format
- Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> and complete
- Submit with your response

**Direct any questions to Darek Raszka, Director of Information Technology at [RFP@vohe.org](mailto:RFP@vohe.org).**

## Proposed Project Timeline

### TIMELINE - AS OF 8/25/2023

ACTION	DATE	TIME	LOCATION
SPECIFICATIONS RELEASED	8/25/2023	12:00PM	<a href="http://www.hoffmanestates.org">www.hoffmanestates.org</a>
PRE-PROPOSAL VENDOR MEETING	9/5/2023	1:00PM	Hoffman Estates 1900 Hassell Road Hoffman Estates IL
SITE TOUR (weather permitting)	9/5/2023	2:00PM	Begins at 1900 Hassell
SITE TOUR (if needed)	9/6/2023	9:00AM	Begins at 1900 Hassell
PROPOSAL DEADLINE	9/19/2023	3:30PM	Hoffman Estates 1900 Hassell Road Hoffman Estates IL



# **Instructions to Vendor**

## **1. GENERAL**

- a. Proposal shall be hardcopy, signed and submitted in an envelope properly marked with the title of the proposal and date and time of opening. Unsigned proposals will be rejected. **Note, this document is your response.**
- b. Seal and deliver proposals to the Information Technology Department on or before the time scheduled for the opening. Late proposals will not be opened nor considered.
- c. All proposals shall be made using the forms response areas included in this RFP document.
- d. The Village Board is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the proposal specification and installation as called for in the proposal specifications.
- f. Correspondence shall be addressed to the Director of Information Technology, Darek Raszka.
- g. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

## **2. ERRORS AND OMISSIONS**

All proposals shall be submitted with each space properly completed. The special attention of vendors is directed to the policy that no claim for relief because of errors or omissions in the proposal will be considered, and vendors will be held strictly to the proposals as submitted. Should a vendor find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, vendor shall advise the purchasing official first orally, followed by written (FAX, Email attachment or letter) with specification of the claimed problems which must be received during regular working hours at least 10 days before the date set for proposal opening so that a written notification can be prepared by any purchasing official, who will issue the necessary clarifications to all prospective vendor by means of addenda.

## **3. PROPOSALS**

All proposals will be considered to be firm for a period of sixty (60) days from the date established for the opening of proposals.

## **4. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by letter, or telegram, or fax received by the Village or in person prior to the time and date established for the opening of bids.

## **5. INVESTIGATION OF VENDORS**

- a. The purchasing official will make such investigation as is necessary to determine the ability of the vendor to fulfill proposal requirements. The vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the proposal.
- b. The Village Board reserves the right to reject any proposal if it is determined that the vendor is not

properly qualified to carry out the obligations of the contract. The Village Board reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items proposed shall be new unless otherwise specified in the requirements.

**6. VENDOR APPLICATION AND W-9 FORM**

The Village of Hoffman Estates requires that a current W-9 form be included with your sealed proposal. This form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Submit the first page of the form with a signature attached to this document with your response.

**7. COMPLIANCE WITH LEGISLATION**

It shall be mandatory upon the Contractor(s) to whom the contract is awarded and upon any sub-Contractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor. Vendors are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

**8. SIGNATURE CONSTITUTES ACCEPTANCE**

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

**9. CONTRACTS**

The successful vendor will be required to enter into a contract incorporating the terms and conditions of this proposal.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract (whether or not federal funds are involved) the Contractor agrees as follows:

- a. The Contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775ILCS 5/1-10 et seq., hereinafter "unlawful discrimination". The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

## **11. COMPLETION DELIVERY TIME**

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, vendor shall state the delivery time by each respective item. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

## **12. EVALUATIONS**

The Village Board reserves the right to reject any and all proposals, to waive any technicalities in the proposal and to award each item to a different vendor or all items to a single vendor unless otherwise noted on proposal request, and to determine whether in the opinion of the Village Board: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the vendor for not meeting delivery dates, (3) a vendor is not a responsible bidder and should be disregarded. The Village Board will authorize the release of purchase orders upon acceptance of proposals. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

## **13. EXAMINATION OF DOCUMENTS AND SITE**

Before submitting a proposal for work on any project, each vendor shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon its own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of proposals, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each vendor shall be held to represent that vendor has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

## **14. PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND REQUIREMENTS**

Within ten days of the date of the Notice of Award, the successful Contractor shall enter into a formal contract with the Village Board and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Village Board, and shall indemnify the Village Board from any liability or loss resulting to the Village Board from any failure of the Contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

**15. BID SECURITY**

A Bid Bond is not required for this project.

**16. SCOPE OF WORK**

See Attachment 8 for the Scope of Work and Materials Requirements for this project. Also see Attachment 9 for the Cable Installation Standards

**17. INSURANCE REQUIREMENTS**

In submission of this proposal, the Contractor is certifying that the firm has all insurance coverages required by law or would typically be expected for a firm conducting this type of business. In addition, the Contractor is certifying that they have at least the following coverages:

<u>Type of Insurance</u>	<u>Occurrence</u>	<u>Liability Limits</u>	
		<u>Each</u>	<u>Aggregate</u>
<b>GENERAL LIABILITY</b>			
Bodily Injury	\$1,000,000		\$3,000,000
Property Damage	\$1,000,000		\$3,000,000
Contractual Insurance-Broad Form	\$1,000,000		\$3,000,000
<b>AUTOMOBILE LIABILITY</b>			
Bodily Injury	\$1,000,000		\$1,000,000
Property Damage	\$1,000,000		\$1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

**WORKMEN'S COMPENSATION & OCCUPATIONAL DISEASES:** Statutory for Illinois

Employers Liability Coverage: \$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of proof of insurance coverages.

With respect to the insurance required herein, the Contractor shall provide such insurance naming the Village, the Village Board and its members individually, and its employees and agents as **additional named insured**. The Contractor shall also purchase and maintain such insurance as will protect the institution from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the Village Risk Manager for approval.

**18. TOTAL PRICE FOR ALL ITEMS PROPOSED**

A total proposed dollar amount, regardless of whether or not the vendor is proposing all items, must be entered in the appropriate section of the proposal form before signing and submitting the proposal.

**19. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Village, Village Board and its members individually, their officers, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the Contractor under this contract or by reason of anything to be supplied by the Contractor pursuant to this contract.

B. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

-Caused in whole or in part by an act, error or omissions by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

-Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.

-Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

**20. LATE PROPOSALS**

Proposals received after the time specified in the Invitation will not be opened or considered. The method of transmittal of the proposal is at the vendor's risk of untimely receipt by the Village Board. The use of Village Board equipment for transmission of proposals is prohibited.

**21. PAYMENT**

Payment to be made within 45 days of the project acceptance. Partial payment may be acceptable at the time of the PO to cover the cost of materials. Ten percent of the project shall be retained for 60 days after the final acceptance date.

## **22. MANUALS**

For equipment, the successful vendor shall supply, at no cost to the Village Board, a detailed service manual, parts list, and list of service locations.

## **23. COMPLETION OF WORK**

Product and installation must be completed as-soon-as-possible. We understand that permits are required from other government agencies and will provide every assistance to expedite approvals.

## **24. PERSONNEL**

If any person employed on the work site was, in the opinion of the Village, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, he or she shall be directed by the Contractor to cease work and vacate the job site immediately.

## **26. QUALIFICATIONS**

Vendor must be an authorized dealer and installer of products vendor is proposing on. Vendor must supply a list of references of like products and installations. Your references shall be entered in Attachment 1.

## **27. CANCELLATION**

The Village of Hoffman Estates reserves the right to cancel this contract at any time for reasons of unsatisfactory services.

## **28. SPECIFICATIONS**

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

## **30. ADDITIONAL INFORMATION**

Contact Darek Raszka, Director of Information Technology, by email – [RFP@vohe.org](mailto:RFP@vohe.org).

## Attachment 1 - References

List below the last three (3) businesses or other organizations for which you have provided comparable services.

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1. ORGANIZATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, and ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE OF SERVICES: \_\_\_\_\_  
DOLLAR AMOUNT OF THE JOB: \_\_\_\_\_

2. ORGANIZATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, and ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE OF SERVICES: \_\_\_\_\_  
DOLLAR AMOUNT OF THE JOB: \_\_\_\_\_

**REFERENCES (CONTINUED)**

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3. ORGANIZATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, and ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE OF SERVICES: \_\_\_\_\_  
DOLLAR AMOUNT OF THE JOB: \_\_\_\_\_

OFFEROR'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMENTS

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**Attachment 2 - Certificate of Eligibility**

720 ILCS 5/33E-11 requires that all Contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169, of Cook County, Illinois certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

### Attachment 3 - Certificate of Compliance with Illinois Drug - Free Workplace Act

\_\_\_\_\_, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

## Attachment 4 - Certificate Regarding Sexual Harassment Policy

\_\_\_\_\_, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

## Attachment 5 - Certificate Regarding Equal Employment Opportunity

\_\_\_\_\_, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: \_\_\_\_\_

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

(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

**Attachment 6 - Certificate Regarding Employment of Illinois Workers on Public Works**

\_\_\_\_\_ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then \_\_\_\_\_ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

**Attachment 7 - Non-Collusion Affidavit**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_, as part of its bid for the \_\_\_\_\_ work for Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: \_\_\_\_\_

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

(Signature)

\_\_\_\_\_  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

## Attachment 8 - Scope of Work

The Village of Hoffman Estates is requesting a proposal and pricing to install updated wireless point-to-point data transport systems providing bandwidth in the 1 GB range. The upgrade and update process will include relocation of some existing links and addition of two new radio links. The Village has an existing wireless system that is built using Cambium P2P series and operating in licensed spectrum. The current network is operating at 800 Mbps using the Cambium 820s radios.

### The current wireless paths are:

- a. Stonington Water Tower to Westbury Water Tower
- b. Stonington Water Tower to Fire Station 22
- c. Stonington Water Tower to Police Department
- d. Stonington Water Tower to Now Arena
- e. Now Arena to Beacon Pointe Water Tower

### Additional wireless path needed:

- f. Police Department to Aster Water Tower

2. The current equipment is licensed with equipment at the following locations:

<b>Building</b>	<b>Address</b>	<b>Ground Elevation</b>	<b>Tower Top Elevation</b>	<b>Height Above Ground</b>	<b>LAT</b>	<b>LON</b>
Aster	95 Aster Lane	776.00	956.00	180.00	42.04857	-88.07784
Stonington	2150 Stonington Ave.	810.07	960.07	150.00	42.06448	-88.14026
Westbury	1355 Westbury Dr.	852.50	987.50	135.00	42.10302	-88.11285
Now Arena	5333 Prairie Stone Pkwy	857	157		42.0693	-88.2129
Police Department	411 W Higgins Rd.	808	36		42.0459	-88.0903
Beacon Pointe	5795 Beacon Pointe Dr.	840.50	1014.33	173.83	42.06278	-88.22765
Fire Station 22	1700 Moon Lake Blvd	818	29.5		42.0551	-88.1364

## Wireless Path Upgrade Requirements

1. Stonington Water Tower to Westbury Water Tower: The Village of Hoffman Estates seeks to upgrade the existing link between the Stonington and Westbury Water towers to a radio system that will support an approximate 1 Gbps bandwidth throughput.
2. Stonington Water Tower to Fire Station 22: The Village of Hoffman Estates seeks to upgrade the existing link between the Stonington and Fire Station 22 to a radio system that will support an approximate 1 Gbps bandwidth throughput.
3. Stonington Water Tower to Police Department: The Village of Hoffman Estates seeks to upgrade the existing link between the Stonington and Police Department to a radio system that will support an approximate 1 Gbps bandwidth throughput.
4. Stonington Water Tower to Now Arena: The Village of Hoffman Estates seeks to upgrade the existing link between the Stonington and Now Arena to a radio system that will support an approximate 1 Gbps bandwidth throughput.
5. Now Arena to Beacon Pointe Water Tower: The Village of Hoffman Estates seeks to upgrade the existing link between the Now Arena and Beacon Pointe Water tower to a radio system that will support an approximate 1 Gbps bandwidth throughput.
6. New link between Police Department and Aster Water Tower: The Village of Hoffman Estates seeks to install a new link between the Police Department and Aster water tower to a radio system that will support an approximate 1 Gbps bandwidth throughput.



**Pictures of radio locations:**



**Aster Water Tower**



Police Station



Stonington Water Tower



Westbury Water Tower



Now Arena



Beacon Pointe Water Tower



**Fire Station #22**

## General Requirements

The following general requirements shall apply to all proposals.

1. The Contractor shall provide all engineering and design documents necessary for the permitting process as-required.
2. The Contractor shall identify all agencies with permitting responsibility and present the engineering documentation.
3. The Village will be available to provide assistance with the permitting process should a meeting with a board or council require their presence.
4. The contract shall provide all turnover documentation with one hard copy and one form of computer readable media. A program shall be provided to read the media if it is not standard to a Microsoft Windows based system.
5. Pricing shall be in the following form and itemized by link generally in the form of:
  - a. Labor
  - b. Materials
  - c. Estimate of permit costs
  - d. 5 year maintenance costs
6. The Contractor shall pay all fees beyond those that are not waived by the Village. Receipts and copies of permits are required for the Village.

Complete the pricing summaries in Attachment 10 to complete your quote. Note, this RFP document is also your quote response.

## Materials Specifications

The existing radios are Cambium 820s units.

As part of your proposal, describe your proposed antenna installation approach for each of the locations. Include pictures and/or drawings as illustrations.

The wireless data system for the Village of Hoffman Estates must provide a scalable multi-megabit data connectivity network to support IP services including IP based voice, video and data transmission. The proposed system should provide throughputs in 800 megabit to 1 gigabit (or higher) per second range and provide low latency that is suitable to support VoIP applications.

The wireless data system must be optimized to support Metropolitan Area Network types of protocols and applications. Some of the characteristics include:

### 1. Frequency Spectrum

The proposed radio systems shall operate in the licensed spectrum licensed to the Village of Hoffman Estates. The vendor shall be responsible for all the necessary paperwork to update the existing license for the spectrum as-required.

### 2. Throughput

The wireless network access point shall be able to provide approximately 1 Gbps of bandwidth when measured in a half-duplex manner. Bandwidth shall be incrementally upgradeable through software



enhancements. Our preference is a radio system that is full duplex as these systems generally provide lower latency and jitter to voice and video traffic. All throughput claims shall be quoted as half duplex with an assumption that a full duplex radio shall have twice the quoted throughput capacity as the aggregated link speed.

### 3. Prioritization

The wireless data network link, from local layer 3 switch to local radio to remote radio and remote layer 3 switch, shall be capable of data prioritization so that traffic may be queued to send latency sensitive voice (VoIP) traffic first, video traffic second, and all remaining traffic on a bandwidth as available basis.

### 4. Bandwidth Allocations and Limiting

The wireless data network shall be able to offer bandwidth management and limiting on a facility-by-facility link basis. Parameters controlling upstream and downstream bandwidth should be independently variable.

### 5. Encryption

The wireless data network shall provide standards based encryption capability for all subscriber data sent across the wireless link such as Data Encryption Standard (DES) or Advanced Encryption Standard (AES). AES is the preferred approach to encryption.

### 6. Management

Network management capability for all active wireless components shall be provided by the wireless data network. SNMP Public and Private MIB access shall be required as a minimum. Remote monitoring tools will use security approaches such as HTTPS and multilayer authentication. Some proprietary interfaces may be acceptable after review.

### 7. Upgrade

Remote upgrades of software images for the radios must be supported.

### 8. Interface

The network interface for data connectivity between the wireless data network modules and the subscriber or network equipment shall be auto negotiated 10/100/1000 Ethernet. The port shall be fully 802.3 compliant and offer full and half duplex operation.

### 9. Equipment Mounting and Lightning Protection

In order to divert lightning strikes away from active components in the wireless data network, radio equipment should be installed no less than 2 feet below the top of the tower or mounting structure. Subscriber modules should be installed no less than two feet below tallest building components or mounting mast. When placing the antenna on an existing mast on a roof top mount or chimney mount, at least two feet of mast should remain above the mounting point for the module. Should the mast need to be larger to support the new antenna the vendor shall be responsible for the providing and installing the new mast. Should the equipment be placed on a water tower, the new equipment cannot block the beacon on the top of the tower. The equipment on the water tower shall be placed in such manner that lightning will not be attracted to the data devices or lightning arrestor devices shall be placed on the tower to divert lightning away from the antenna system. Should the existing antennas and masts be usable, the existing locations are acceptable mounting locations.

## 10. Conduit

Cables may have been run in the open and are directly attached to the water tower structure. Cables run in the open must be shielded or placed in conduit to prevent interference. If conduit and cabling currently exists between the network equipment location at the each facility and the antenna is reused by the contractor, the contractor is responsible for the inspection, repair and certification that may be needed as well as warranty/maintenance.

## 11. AC Power

If 120 Volt AC power is required for the equipment, AC cabling and network/control cabling shall be routed in separate conduit runs. All changes to the existing conduit runs shall be grounded per the current NEC code.

## 12. Grounding

All network interconnect, power and control cabling routed between the equipment building and the access point or between an inside device and an outdoor antenna must be grounded utilizing the appropriate UL approved device for the cable type. Radios shall be grounded in accordance with the standards published in the most current Motorola R56 Publication or equivalent.

## Deliverables

The scope of work shall be written to address the following objectives:

- a. Proposals must include a listing of all services to be provided by the vendor and any services or materials that must be provided by the Village.
- b. For each wireless segment provide an itemized quote that shows materials, labor and five years of monitoring, software upgrades and equipment maintenance.
- c. All work is subject to relevant Village codes, regulations and inspection standards.

In your proposal address the following:

**Warranty** – Describe manufacturer and installer warranties that are provided as part of your proposal. Describe any required maintenance the wireless system will require during the warranty period.

**Repair and Maintenance services** - Maintenance responsibilities and services with related costs should be described.

**Schedule** – Provide a proposed schedule for the work describing tasks and times.

**Ownership of the wireless infrastructure** - The proposal must indicate that the Village will own all wireless equipment and related cabling upon acceptance of the completed installation.

**Cost** - The proposal must address initial capital costs for installation, required maintenance services, and any other related costs. Total costs must be itemized.

**Payment options** - Vendors should submit any proposed payment options.

**Turnover Documentation** - The as-built documents must include a scale map indicating the path of the wireless link. The Contractor will provide final "as built" drawing in ArcView/ArcInfo (ESRI Shape File) format in both hardcopy and digital copy for the records of the respective Village and County agencies. Documentation for the Village must be in AutoCAD format.

**Termination, Performance and Acceptance Testing**

- a. Documentation with installation data and for each wireless link shall be provided to the Village in PDF and digital format.

# **Attachment 10 - Village of Hoffman Estates Pricing Summary**

## **One Sheet per Link**

Contractor \_\_\_\_\_

Link Stonington Water Tower to Westbury Water Tower

Technology Wireless Link

Labor \$ \_\_\_\_\_

Materials \$ \_\_\_\_\_

Permits \$ \_\_\_\_\_ (estimated)

As-built \$ \_\_\_\_\_

Maintenance \$ \_\_\_\_\_ (5 years)

Vendor Comments:

**Village of Hoffman Estates  
Pricing Summary**

**One Sheet per Link**

Contractor \_\_\_\_\_

Link            Stonington Water Tower to Fire Station 22

Technology    Wireless Link

Labor            \$ \_\_\_\_\_

Materials       \$ \_\_\_\_\_

Permits         \$ \_\_\_\_\_ (estimated)

As-built         \$ \_\_\_\_\_

Maintenance   \$ \_\_\_\_\_ (5 years)

Vendor Comments:

**Village of Hoffman Estates  
Pricing Summary**

**One Sheet per Link**

Contractor \_\_\_\_\_

LINK            Stonington Water Tower to Police Department

Technology    Wireless Link

Labor            \$ \_\_\_\_\_

Materials       \$ \_\_\_\_\_

Permits          \$ \_\_\_\_\_ (estimated)

As-built         \$ \_\_\_\_\_

Maintenance   \$ \_\_\_\_\_ (5 years)

Vendor Comments:

**Village of Hoffman Estates  
Pricing Summary**

**One Sheet per Link**

Contractor \_\_\_\_\_

Link           Stonington Water Tower to Now Arena

Technology   Wireless Link

Labor         \$ \_\_\_\_\_

Materials     \$ \_\_\_\_\_

Permits       \$ \_\_\_\_\_ (estimated)

As-built      \$ \_\_\_\_\_

Maintenance  \$ \_\_\_\_\_ (5 years)

Vendor Comments:

**Village of Hoffman Estates  
Pricing Summary**

**One Sheet per Link**

Contractor \_\_\_\_\_

Link            Now Arena to Beacon Pointe Water Tower

Technology    Wireless Link

Labor            \$ \_\_\_\_\_

Materials       \$ \_\_\_\_\_

Permits         \$ \_\_\_\_\_ (estimated)

As-built         \$ \_\_\_\_\_

Maintenance   \$ \_\_\_\_\_ (5 years)

Vendor Comments:



**Village of Hoffman Estates  
Pricing Summary**

**One Sheet per Link**

Contractor \_\_\_\_\_

NEW LINK Police Department to Aster Water Tower

Technology Wireless Link

Labor \$ \_\_\_\_\_

Materials \$ \_\_\_\_\_

Permits \$ \_\_\_\_\_ (estimated)

As-built \$ \_\_\_\_\_

Maintenance \$ \_\_\_\_\_ (5 years)

Vendor Comments:



**211 S. Prospect Rd.  
Suite 11  
Bloomington, IL 61704  
PO Box 818  
Normal, IL 61761  
Phone: 309-452-3157**

# QUOTE

**Number** ENTQ3333

**Date** Sep 22, 2023

**Entre Solutions II**

<b>Sold To</b> Village of Hoffman Estates Darek, Raszka 1900 Hassell Road Hoffman Estates, IL 60169 United States	<b>Ship To</b> Village of Hoffman Estates Darek, Raszka 1900 Hassell Road Hoffman Estates, IL 60169 United States	<b>Your Sales Rep</b> Tom Blumenshine 309-452-3157 tomb@entrebloom.com
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**Phone**  
**Fax**

**Phone**  
**Fax**

Here is the quote you requested.

<b>Terms</b> Net 30 Terms	<b>P.O. Number</b>	<b>Ship Via</b>
------------------------------	--------------------	-----------------

Qty	Part Number	Description	Unit Price	Ext. Price
		PTP 850C Licensed Link Stonington-Westbury		\$30,429.68
2	C110085B003A	CAM PTP850C BasicRadio,11GHz,Wideband	\$3,395.00	\$6,790.00
2	N110082D098A	CAM 3' Ant,SP,11G,RFU-Ctype/UBR100,RW	\$1,895.00	\$3,790.00
2	N110082L082A	CAM PTP820C OMT KIT 10-11GHz	\$395.00	\$790.00
2	N110082L103A	CAM RFU-C 10-11GHz OMT Interface - RW	\$309.00	\$618.00
4	C000000L033A	CAM Gigabit Surge Suppressor 56V	\$59.00	\$236.00
2	C800082K004A	CAM 820E/850E ActKey, Cap 1.6G ACM	\$1,595.00	\$3,190.00
2	N000082L116B	CAM Ground Cable, 1m w/ M6 ring to M6 ring	\$12.95	\$25.90
2	N000082L164A	CAM PTP820C Indoor PoE Injector, 90W	\$159.00	\$318.00
2	N000900L042	CAM AC Cord,C13 Conn. 1.2M,US Type B	\$6.89	\$13.78
2	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$595.00	\$1,190.00
2	ENT-MISC	Miscellaneous Hardware/Materials/Grounding	\$250.00	\$500.00
1	FCC-LICENSE	FCC License coordination fee	\$1,495.00	\$1,495.00
<b>SubTotal</b>				<b>\$18,956.68</b>
18	ENT-TECH-TWR	Tower/Climb Tech Time 1-Hour	\$295.00	\$5,310.00
12	ENT-TECH-GND	Ground Field Tech Time 1-Hour	\$100.00	\$1,200.00
2	ENT-TECH-ADV	Advance Tech Time 1-Hour	\$195.00	\$390.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. (NEGOTIABLE)

Qty	Part Number	Description	Unit Price	Ext. Price
4	ENT-PROMGT	Entre Project Management Labor 1-Hour	\$125.00	\$500.00
2	ENT-TRAVEL-100	Entre Trip Charge (051-100Miles)	\$150.00	\$300.00
<b>SubTotal</b>				\$7,700.00
5	ENT-MAINT	1-YEAR Equipment Maintenance	\$500.00	\$2,500.00
2	EW-E4PT850C-WW	CAM PTP850C Extended Warranty,4 Addl Yrs	\$499.00	\$998.00
<b>SubTotal</b>				\$3,498.00
1	PERMITFEE	Permit Fees	\$275.00	\$275.00
<b>SubTotal</b>				\$275.00
		PTP 850C Licensed Link Stonington-Fire Station 22		\$28,765.68
2	C110085B003A	CAM PTP850C BasicRadio,11GHz,Wideband	\$3,395.00	\$6,790.00
2	N110082D096A	CAM 2' Ant,SP,11G,RFU-Ctype/UBR100,RW	\$1,063.00	\$2,126.00
2	N110082L082A	CAM PTP820C OMT KIT 10-11GHz	\$395.00	\$790.00
2	N110082L103A	CAM RFU-C 10-11GHz OMT Interface - RW	\$309.00	\$618.00
4	C000000L033A	CAM Gigabit Surge Suppressor 56V	\$59.00	\$236.00
2	C800082K004A	CAM 820E/850E ActKey, Cap 1.6G ACM	\$1,595.00	\$3,190.00
2	N000082L116B	CAM Ground Cable, 1m w/ M6 ring to M6 ring	\$12.95	\$25.90
2	N000082L164A	CAM PTP820C Indoor PoE Injector, 90W	\$159.00	\$318.00
2	N000900L042	CAM AC Cord,C13 Conn. 1.2M,US Type B	\$6.89	\$13.78
2	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$595.00	\$1,190.00
2	ENT-MISC	Miscellaneous Hardware/Materials/Grounding	\$250.00	\$500.00
1	FCC-LICENSE	FCC License coordination fee	\$1,495.00	\$1,495.00
<b>SubTotal</b>				\$17,292.68
18	ENT-TECH-TWR	Tower/Climb Tech Time 1-Hour	\$295.00	\$5,310.00
12	ENT-TECH-GND	Ground Field Tech Time 1-Hour	\$100.00	\$1,200.00
2	ENT-TECH-ADV	Advance Tech Time 1-Hour	\$195.00	\$390.00
4	ENT-PROMGT	Entre Project Management Labor 1-Hour	\$125.00	\$500.00
2	ENT-TRAVEL-100	Entre Trip Charge (051-100Miles)	\$150.00	\$300.00

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Qty	Part Number	Description	Unit Price	Ext. Price
<b>SubTotal</b>				\$7,700.00
5	ENT-MAINT	1-YEAR Equipment Maintenance	\$500.00	\$2,500.00
2	EW-E4PT850C-WW	CAM PTP850C Extended Warranty,4 Addl Yrs	\$499.00	\$998.00
<b>SubTotal</b>				\$3,498.00
1	PERMITFEE	Permit Fees	\$275.00	\$275.00
<b>SubTotal</b>				\$275.00
		PTP 850C Licensed Link Stonington-Police Dept		\$30,429.68
2	C110085B003A	CAM PTP850C BasicRadio,11GHz,Wideband	\$3,395.00	\$6,790.00
2	N110082D098A	CAM 3' Ant,SP,11G,RFU-Ctype/UBR100,RW	\$1,895.00	\$3,790.00
2	N110082L082A	CAM PTP820C OMT KIT 10-11GHz	\$395.00	\$790.00
2	N110082L103A	CAM RFU-C 10-11GHz OMT Interface - RW	\$309.00	\$618.00
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2	C800082K004A	CAM 820E/850E ActKey, Cap 1.6G ACM	\$1,595.00	\$3,190.00
2	N000082L116B	CAM Ground Cable, 1m w/ M6 ring to M6 ring	\$12.95	\$25.90
2	N000082L164A	CAM PTP820C Indoor PoE Injector, 90W	\$159.00	\$318.00
2	N000900L042	CAM AC Cord,C13 Conn. 1.2M,US Type B	\$6.89	\$13.78
2	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$595.00	\$1,190.00
2	ENT-MISC	Miscellaneous Hardware/Materials/Grounding	\$250.00	\$500.00
1	FCC-LICENSE	FCC License coordination fee	\$1,495.00	\$1,495.00
<b>SubTotal</b>				\$18,956.68
18	ENT-TECH-TWR	Tower/Climb Tech Time 1-Hour	\$295.00	\$5,310.00
12	ENT-TECH-GND	Ground Field Tech Time 1-Hour	\$100.00	\$1,200.00
2	ENT-TECH-ADV	Advance Tech Time 1-Hour	\$195.00	\$390.00
4	ENT-PROMGT	Entre Project Management Labor 1-Hour	\$125.00	\$500.00
2	ENT-TRAVEL-100	Entre Trip Charge (051-100Miles)	\$150.00	\$300.00
<b>SubTotal</b>				\$7,700.00

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Qty	Part Number	Description	Unit Price	Ext. Price
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2	EW-E4PT850C-WW	CAM PTP850C Extended Warranty,4 Addl Yrs	\$499.00	\$998.00
<b>SubTotal</b>				\$3,498.00
1	PERMITFEE	Permit Fees	\$275.00	\$275.00
<b>SubTotal</b>				\$275.00
		PTP 850C Licensed Link Stonington-Now Area		\$30,429.68
2	C110085B003A	CAM PTP850C BasicRadio,11GHz,Wideband	\$3,395.00	\$6,790.00
2	N110082D098A	CAM 3' Ant,SP,11G,RFU-Ctype/UBR100,RW	\$1,895.00	\$3,790.00
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2	N000082L164A	CAM PTP820C Indoor PoE Injector, 90W	\$159.00	\$318.00
2	N000900L042	CAM AC Cord,C13 Conn. 1.2M,US Type B	\$6.89	\$13.78
2	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$595.00	\$1,190.00
2	ENT-MISC	Miscellaneous Hardware/Materials/Grounding	\$250.00	\$500.00
1	FCC-LICENSE	FCC License coordination fee	\$1,495.00	\$1,495.00
<b>SubTotal</b>				\$18,956.68
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2	ENT-TRAVEL-100	Entre Trip Charge (051-100Miles)	\$150.00	\$300.00
<b>SubTotal</b>				\$7,700.00

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<b>SubTotal</b>				\$3,498.00
1	PERMITFEE	Permit Fees	\$275.00	\$275.00
<b>SubTotal</b>				\$275.00
				PTP 850C Licensed Link Now Area-Beacon Pointe
				\$28,765.68
2	C110085B003A	CAM PTP850C BasicRadio,11GHz,Wideband	\$3,395.00	\$6,790.00
2	N110082D096A	CAM 2' Ant,SP,11G,RFU-Ctype/UBR100,RW	\$1,063.00	\$2,126.00
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2	N000900L042	CAM AC Cord,C13 Conn. 1.2M,US Type B	\$6.89	\$13.78
2	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$595.00	\$1,190.00
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<b>SubTotal</b>				\$7,700.00
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2	EW-E4PT850C-WW	CAM PTP850C Extended Warranty,4 Addl Yrs	\$499.00	\$998.00

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Qty	Part Number	Description	Unit Price	Ext. Price
<b>SubTotal</b>				\$3,498.00
1	PERMITFEE	Permit Fees	\$275.00	\$275.00
<b>SubTotal</b>				\$275.00
PTP 850C Licensed Link Police Dept-Aster				\$28,765.68
2	C110085B003A	CAM PTP850C BasicRadio,11GHz,Wideband	\$3,395.00	\$6,790.00
2	N110082D096A	CAM 2' Ant,SP,11G,RFU-Ctype/UBR100,RW	\$1,063.00	\$2,126.00
2	N110082L082A	CAM PTP820C OMT KIT 10-11GHz	\$395.00	\$790.00
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2	N000082L116B	CAM Ground Cable, 1m w/ M6 ring to M6 ring	\$12.95	\$25.90
2	N000082L164A	CAM PTP820C Indoor PoE Injector, 90W	\$159.00	\$318.00
2	N000900L042	CAM AC Cord,C13 Conn. 1.2M,US Type B	\$6.89	\$13.78
2	ENT-CBL-OUTCAT6	Entre Outdoor Cat 6 Cable Run	\$595.00	\$1,190.00
2	ENT-MISC	Miscellaneous Hardware/Materials/Grounding	\$250.00	\$500.00
1	FCC-LICENSE	FCC License coordination fee	\$1,495.00	\$1,495.00
<b>SubTotal</b>				\$17,292.68
18	ENT-TECH-TWR	Tower/Climb Tech Time 1-Hour	\$295.00	\$5,310.00
12	ENT-TECH-GND	Ground Field Tech Time 1-Hour	\$100.00	\$1,200.00
2	ENT-TECH-ADV	Advance Tech Time 1-Hour	\$195.00	\$390.00
4	ENT-PROMGT	Entre Project Management Labor 1-Hour	\$125.00	\$500.00
2	ENT-TRAVEL-100	Entre Trip Charge (051-100Miles)	\$150.00	\$300.00
<b>SubTotal</b>				\$7,700.00
5	ENT-MAINT	1-YEAR Equipment Maintenance	\$500.00	\$2,500.00
2	EW-E4PT850C-WW	CAM PTP850C Extended Warranty,4 Addl Yrs	\$499.00	\$998.00
<b>SubTotal</b>				\$3,498.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. (NEGOTIABLE)

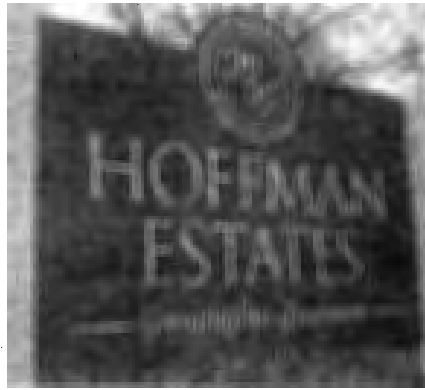
Qty	Part Number	Description	Unit Price	Ext. Price
1	PERMITFEE	Permit Fees	\$275.00	\$275.00
<b>SubTotal</b>				\$275.00

<b>SubTotal</b>	\$177,586.08
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$2,357.13
<b>Total</b>	<b>\$179,943.21</b>

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. (NEGOTIABLE)





## Wireless System Upgrade

### Request for Proposal And Response Document

Company Response for: ENTRE SOLUTION II

211 S PROSPECT RD  
SUITE 11  
BLOOMINGTON, IL 61704

August 25, 2023

**PLEASE NOTE: MANDATORY MEETING ON PAGE 3**

**THIS IS A REQUIRED MEETING FOR ALL WHO SUBMIT PROPOSALS**

## Attachment 1 - References

List below the last three (3) businesses or other organizations for which you have provided comparable services.

---

1. ORGANIZATION: PONTIAC TOWNSHIP SCHOOL DISTRICT 90  
ADDRESS: 1100 E INDIANA AVE  
CITY, STATE, and ZIP CODE: PONTIAC, IL 61764  
TELEPHONE NUMBER: (815) 844-6113  
CONTACT PERSON: AMY KRAUSE  
DATE OF SERVICES: FEB 2021 - CURRENT  
DOLLAR AMOUNT OF THE JOB: \$1.4 million contract (CBRS NETWORK)
  
2. ORGANIZATION: TOWN OF CICERO - POLICE DEPT.  
ADDRESS: 4901 W CERMAK ROAD  
CITY, STATE, and ZIP CODE: CICERO, IL 60804  
TELEPHONE NUMBER: (708) 652-2130  
CONTACT PERSON: DOMINIC SCHULLO  
DATE OF SERVICES: MAY 2019 - CURRENT  
DOLLAR AMOUNT OF THE JOB: \$250,000 contract (STREET CAMERA)

**REFERENCES (CONTINUED)**

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3. ORGANIZATION: EVERGREEN FS / GROWMARK  
ADDRESS: 402 N HERSHEY RD  
CITY, STATE, and ZIP CODE: BLOOMINGTON, IL 61702  
TELEPHONE NUMBER: (877) 963-2392  
CONTACT PERSON: JONATHAN FIELDS  
DATE OF SERVICES: OCT 2020 - current  
DOLLAR AMOUNT OF THE JOB: \$148,000.00

OFFEROR'S NAME: Tom Blumenshine  
SIGNATURE: Tom Blumenshine  
DATE: 9-18-2023

COMMENTS

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# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>LTD Technoogy Solutins, Inc</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above <b>Entre Solutions II</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC             <input type="checkbox"/> C Corporation             <input checked="" type="checkbox"/> S Corporation             <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/estate       </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____       </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>211 S. Prospect Rd, STE 11</b></p> <p><b>6</b> City, state, and ZIP code <b>Bloomington, IL 61704</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or									
<b>Employer identification number</b>									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">4</td> <td style="width: 25%; text-align: center;">6</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">0</td> </tr> </table>	4	6	-	0	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">6</td> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">9</td> </tr> </table>	8	6	8	9
4	6	-	0						
8	6	8	9						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Tom Blumenshine</i>	Date ▶ <i>9-18-2023</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Attachment 2 - Certificate of Eligibility**

720 ILCS 5/33E-11 requires that all Contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Entre Solutions II as part of its bid for the Wireless work for Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169, of Cook County, Illinois certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: Entre Solutions II

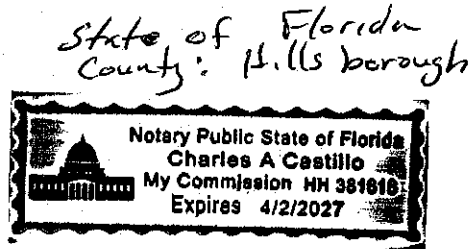
By: Tom Blumenshine / PRESIDENT  
(Signature)

Tom Blumenshine  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 18<sup>th</sup> day of September, 2023

Charles A. Castillo  
NOTARY PUBLIC



**Attachment 3 - Certificate of Compliance with Illinois Drug - Free Workplace Act**

Entre Solutions II having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: Entre Solutions II

By: Tom Blumenshine  
(Signature)

Tom Blumenshine / PRESIDENT  
(Printed Name & Title)

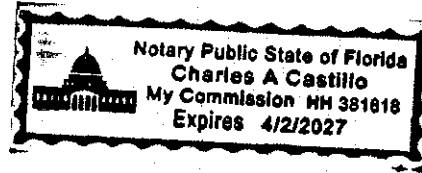
SUBSCRIBED and SWORN TO before me

This 18<sup>th</sup> day of September, 2023

State of Florida  
County: Hillsborough

Charles A. Castillo

NOTARY PUBLIC



**Attachment 4 - Certificate Regarding Sexual Harassment Policy**

Entre Solutions II, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: Entre Solutions II

By: Tom Blumenshine  
(Signature)

Tom Blumenshine / PRESIDENT  
(Printed Name & Title)

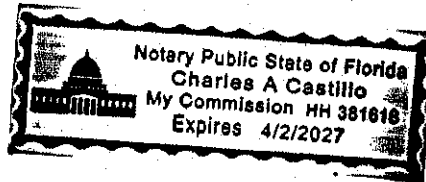
SUBSCRIBED and SWORN TO before me

State of Florida  
County: Hillsborough

This 18<sup>th</sup> day of September, 2023

Charles A. Castillo  
Charles A. Castillo

NOTARY PUBLIC



**Attachment 5 - Certificate Regarding Equal Employment Opportunity**

Entre Solutions II does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the *Illinois Human Rights Act*.

Firm: Entre Solutions II

By: Tom Blumenshine  
(Signature)

Tom Blumenshine / PRESIDENT  
(Printed Name & Title)

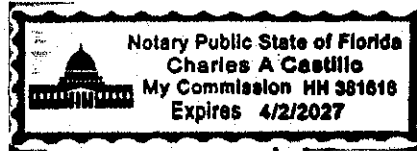
SUBSCRIBED and SWORN TO before me

This 18<sup>th</sup> day of September, 2023

State of Florida  
County: Hillsborough

[Signature]  
Charles A. Castillo

NOTARY PUBLIC





**Attachment 6 - Certificate Regarding Employment of Illinois Workers on Public Works**

Entre Solutions II agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then Entre Solutions II agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: ENTRE SOLUTIONS II

By: Tom Blumenshine  
(Signature)

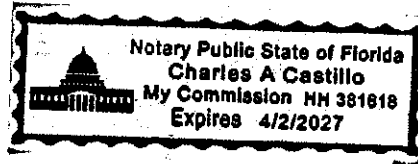
Tom Blumenshine / PRESIDENT  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 18<sup>th</sup> day of September, 2023

State of Florida  
County: Hillsborough

Charles A. Castillo  
NOTARY PUBLIC



**Attachment 7 - Non-Collusion Affidavit**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Entre Solution II, as part of its bid for the WIRELESS work for Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Entre Solutions II

By: Tom Blumenshine  
(Signature)

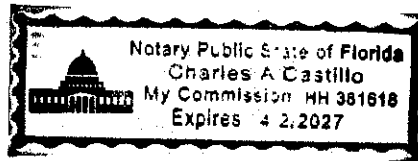
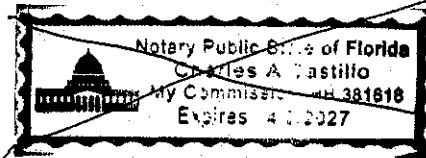
Tom Blumenshine / PRESIDENT  
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

*State of Florida*  
*County: Hillsborough*

This 18<sup>th</sup> day of September, 2023

Charles A. Castillo  
NOTARY PUBLIC



**Attachment 10 - Village of Hoffman Estates Pricing Summary**

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Link Stonington Water Tower to Westbury Water Tower

Technology Wireless Link

Labor \$ 7,700.00

Materials \$ 19,349.54

Permits \$ 275.00 (estimated)

As-built \$ —

Maintenance \$ 3,498.00 (5 years)

Vendor Comments:

Village of Hoffman Estates  
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Link Stonington Water Tower to Fire Station 22

Technology Wireless Link

Labor \$ 7,700.00

Materials \$ 17,685.53

Permits \$ 275.00 (estimated)

As-built \$ —

Maintenance \$ 3,498.00 (5 years)

Vendor Comments:

Village of Hoffman Estates  
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

LINK Stonington Water Tower to Police Department

Technology Wireless Link

Labor \$ 7,700.00

Materials \$ 19,349.54

Permits \$ 275.00 (estimated)

As-built \$           

Maintenance \$ 3,498.00 (5 years)

Vendor Comments:

Village of Hoffman Estates  
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Link Stonington Water Tower to Now Arena

Technology Wireless Link

Labor \$ 7,700.00

Materials \$ 19,349.54

Permits \$ 275.00 (estimated)

As-built \$ —

Maintenance \$ 3,498.00 (5 years)

Vendor Comments:

Village of Hoffman Estates  
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

Link Now Arena to Beacon Pointe Water Tower

Technology Wireless Link

Labor \$ 7,700.00

Materials \$ 17,685.53

Permits \$ 275.00 (estimated)

As-built \$ —

Maintenance \$ 3,498.00 (5 years)

Vendor Comments:

Village of Hoffman Estates  
Pricing Summary

One Sheet per Link

Contractor ENTRE SOLUTIONS II

NEW LINK Police Department to Aster Water Tower

Technology Wireless Link

Labor \$ 7,700.00

Materials \$ 17,685.53

Permits \$ 275.00 (estimated)

As-built \$ —

Maintenance \$ 3,498.00 (5 years)

Vendor Comments:





This Service Agreement ("Agreement") for technology solutions is made and entered into as of this October 2023 by and between LTD Technology Solutions Inc. ("LTD") a Corporation duly organized and validly existing under the laws of the State of Illinois, with its headquarters located at 211 Prospect, Suite 11, Bloomington, Illinois 61704 and Village of Hoffman Estates ("Client") with an address of 1900 Hassell Road Hoffman Estates, IL 60169.

**WHEREAS** LTD is a Corporation engaged in the business of providing technology solution services;

**WHEREAS** Client desires to avail itself of the expertise and services of LTD on the terms and conditions set forth herein;

**NOW THEREFORE**, pursuant to the terms and conditions hereinafter set forth, and in further consideration of their mutual covenants herein contained, the parties hereto agree as follows:

**1. Services.** "Services" shall mean the work Client has contracted for as detailed in the attached **RFP and Quote No. ENTQ3333 Dated September 22, 2023 attached hereto as Exhibit A.** LTD SHALL NOT BE OBLIGATED TO PROVIDE SERVICE UNTIL A SOW OR OTHER WRITTEN AUTHORIZATION HAS BEEN EXECUTED BY BOTH PARTIES IN ACCORDANCE WITH THIS AGREEMENT.

**2. Duration.** This Agreement shall become effective as of the date stated above ("Effective Date") and shall continue in effect for **three (3) years** or until it is otherwise Terminated in writing.

**3. Termination.** Either party may terminate this Agreement immediately, with or without default, upon notice to the other party as provided for herein. **In the event of termination, any payments made by Client shall only be responsible for actual expenses incurred by LTD and any fees paid for maintenance by Client shall be pro-rated for the actual length of service prior to termination.**

**4. Fixed Time/Fixed Price/Blocked Hours.**

**Fixed Price.** **The Services shall be performed on a** Fixed Price basis, LTD shall specify the personnel to be used to perform the services requested. **The fixed price for service is found in Exhibit A.** It shall be the responsibility of LTD to complete the task and all of the deliverables for the price stated in the time required.

**5. Consultant Approval.** Client has the right of refusal or approval of people presented by LTD, but such right shall be exercised reasonably.

  
LTD

Client



**7. Equipment.** Equipment shall mean all equipment, tools, products, materials and supplies and/or merchandise rented or sold by LTD and/or provided in connection with Services performed by LTD. If Client ceases any services or use of Equipment provided by LTD then Client must surrender and return all Equipment provided by LTD to Client within 21 (twenty-one) days of Termination. Client assumes all risk of loss, destruction or damage to Equipment while in Client's possession both during the term of this Agreement and after Termination until turned over to LTD. If said equipment is returned in damaged condition, then LTD will charge Client the current list price for new Equipment for the damaged Equipment.

**8. Changes to Scope of Services.** Changes to the scope of Services must be made in writing and signed by both parties, and LTD will have no obligation to commence work in connection with any changes until the fee and SOW are agreed to by the parties in writing. Additional resources used by LTD to provide Services pursuant to any approved change will be charged to Client at LTD's then standard rates unless expressly agreed to otherwise in writing by the parties.

**9. Employees/Independent Contractors/Subcontractors.** SOWs may specify subcontractors or allow subcontractor to perform part of the work. In such event, any subcontractors shall be bound by the terms of this Agreement, particularly as to confidentiality and ownership of work produced. Rates for subcontractors shall be specified in the SOW. LTD reserves the right to replace any LTD employee, independent contractor or subcontractor at any installation of Client during the performance of any SOW(s).

**10. Client's Responsibilities.** Client will perform those tasks and assume those responsibilities specified in the applicable Statement(s) of Work. Client acknowledges that the success of the engagement depends on Client's timely and effective satisfaction of its responsibilities under this Agreement. LTD will rely on the decisions and approvals of Client in connection with LTD's performance under this Agreement. Client will be responsible for:

- a) Payment in a timely manner. Payment in advance is required. Client shall allow 2 weeks for delivery.
- b) Providing adequate and sufficient information in order for LTD to perform the Services to the best of its ability.

**11. Billing & Payment Terms.** Client shall pay the deposit outlined in Exhibit A within 30 days of the execution of this Agreement, or the Agreement shall immediately terminate. The balance of equipment and installation costs and first year maintenance shall be paid upon completion and invoice by LTD. Subsequent annual maintenance shall be paid within 30 days of the anniversary date of this Agreement.

To the extent allowed by law, any invoice unpaid more than 30 (thirty) days after receipt will accrue interest at 3% (three percent) per month. Client will pay any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, excluding taxes based on the net income of LTD.

**12. Intellectual Property.** Neither party shall, by virtue of this Agreement, acquire any ownership license or any other rights in any pre-existing software, documentation, or intellectual or technological property of the other party. LTD shall retain all rights, title and interest in and to all previously existing or newly created intellectual property, whether in trademark, copyright, patent, trade secret or other similar rights that have not been expressly assigned to Client pursuant to this Agreement.

Work Made For Hire. LTD agrees that all Deliverables, which means and includes all reports, designs, diagrams, studies, conclusions, recommendations, analyses and other materials developed, generated or produced by LTD pursuant to a SOW, including, but not limited to, analysis, design, custom programming, documentation, website design, graphics, content and other work related to the addition of new enhancements or functionality of Client's technology systems (the "Deliverables") pursuant to this Agreement and any SOWs, shall be owned by and shall be the exclusive property of Client for use as a contribution to a collective work, and considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes.

  
LTD\_\_\_\_\_  
Client



LTD hereby assigns all copyrights, patents, service marks and trademarks and all other intellectual property rights of Deliverables and all software, documentation, and other products and materials related to the Deliverables and supplied to Client pursuant to a SOW, finally and irrevocably to Client, and LTD agrees to execute any and all documents necessary to accomplish such assignment and/or to allow Client to register any patent, service or trade mark, or copyright arising from the Work performed pursuant to this Agreement.

LTD prior developed materials. Client acknowledges that the Deliverables may in whole or in part be created using LTD prior acquired knowledge, skill and expertise, and may include LTD proprietary information and prior developed intellectual property of LTD, which LTD shall continue to own and have an unrestricted right to use for other purposes. LTD may disclose the prior developed materials to Client on the SOW. If the material is not disclosed on the SOW LTD shall still retain all rights to this material. To the extent that such LTD prior developed and proprietary materials are included in the Deliverables, Client shall have a perpetual, non-exclusive license to use the proprietary materials as part of the Deliverables, such that Client may copy and disseminate the Deliverables and create derivative works therefrom, as appropriate and as required by Client. LTD shall have no continuing proprietary interest in the Deliverables, except as stated herein. LTD may retain archival copies of the Deliverables for LTD's internal use, and nothing herein shall prevent LTD from continuing to use LTD's information, knowledge, skill and/or expertise for other purposes.

The covenants made in this Paragraph shall be construed as an agreement independent of any other provisions of this Agreement, and shall survive the termination of this Agreement.

**13. Right to Publish.** LTD shall retain the right to publish, or otherwise publicly present, information, know-how and knowledge LTD gained or generated during the course of its service under this Agreement.

The covenants made in this Paragraph shall be construed as an agreement independent of any other provisions of this Agreement, and shall survive the termination of this Agreement.

**14. Nonexclusive Agreement.** It is agreed and understood between the parties hereto, that LTD is free to provide similar services to customers other than Client pursuant to any separate agreements. Nothing herein shall in any way preclude LTD or its officers, employees, agents, representatives, members or affiliates from engaging in any business activities or from performing services for its own account or for the account of others, including for companies that may be in competition with the business conducted by Client. It is further agreed and understood between the parties hereto that Client is free to procure similar services from vendors other than LTD pursuant to any separate agreements.

**15. Confidentiality.** Each Party shall not directly or indirectly disclose to any person other than a representative of the other Party at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to the other Party, including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. Confidential Information shall not include information that:

- (i) comes into the public domain through no breach of confidentiality;
  - (ii) the receiving party can show that the Confidential Information was known to it prior to disclosure;
  - (iii) the party that received the Confidential Information later receives the same information from a third party having no duty of confidentiality to the disclosing party; or
  - (iv) was independently developed by the receiving party without the use of the Confidential Information.
- Nothing in this provision will restrict LTD's use of any knowledge, experience or know-how gained by LTD during the course of this Agreement, on similar engagements for other clients, irrespective to the similarity, if any, to any aspect of Services provided to Client.

The covenants made in this Paragraph shall be construed as an agreement independent of any other provisions of this Agreement, and shall survive the termination of this Agreement.

Nothing in this Agreement shall be construed as a limitation on Client to fulfill its obligations under the Illinois Freedom of Information Act nor shall it impose an obligation on Client to claim any exemptions from disclosure pursuant to the Law. LTD agrees to waive any claim against Client with regard to the disclosure of information under a FOIA request.

*[Signature]*  
LTD Client



**16. Non-Solicitation.** Any attempt on the part of Client to induce others to leave LTD's employ, or any effort by Client to interfere with LTD's relationship with its other employees, independent contractors, subcontractors and consultants would be harmful and damaging to LTD. Therefore, Client agrees that during the term of this Agreement and for a period of 2 (two) years after termination of this Agreement, Client shall not in any way, directly or indirectly, either personally or by agent or letters, circular or advertisements and, whether for itself or on behalf of any other person, company or firm:

- 1) canvas or solicit business (for any business similar to those being provided by LTD at the time of the termination of this Agreement) from any person, company or firm who is at the time of such termination of this Agreement or has been at any time within 2 (two) years prior to such termination of this Agreement, a customer, employee, independent contractor, subcontractor or consultant of LTD,
- 2) induce or attempt to induce any employee, independent contractor, subcontractor or consultant of LTD to quit employment or retainer with LTD,
- 3) otherwise interfere with or disrupt LTD's relationship with its employees, independent contractors, subcontractors and consultants,
- 4) discuss employment opportunities or provide information about competitive employment to any of LTD's employees, independent contractors, subcontractors and consultants, or
- 5) solicit, entice, or hire away any employees, independent contractors, subcontractors or consultants of LTD.


The covenants made in this Paragraph shall be construed as an agreement independent of any other provisions of this Agreement, and shall survive the termination of this Agreement.

**17. Independent Contractor.** It is understood by the parties that LTD is an independent contractor with respect to Client and not an employee of Client. Client will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of LTD. Except to the extent required by law, Client will have no obligation, or right, to direct or limit LTD as to hours, production, scheduling, time off, vacation, or other similar activities. LTD shall conduct and control its business activities, work hours, and work methods so long as they comply with Federal, State and local law. Client shall not withhold taxes from LTD's compensation and LTD shall be responsible for paying any and all federal, state, city or other taxes that may become payable with respect to any compensation LTD may receive under the terms of this Agreement.

**18. Indemnification.** To the extent allowed by law each Party agrees to defend, indemnify, reimburse and hold the other Party and its parent, subsidiary and affiliated entities, and its and their members, managers, officers, directors, representatives, employees, agents, successors, designees, licensees, sublicensees and assigns harmless from and against any and all liability, loss, damages, judgments, costs and expenses ) arising out of or related to the other Party's affiliates, managers, officers, directors, representatives, employees, agents, successors, designees, licensees, sublicensees and assigns: negligence, gross negligence or willful misconduct.

The covenants made in this Paragraph shall be construed as an agreement independent of any other provisions of this Agreement, and shall survive the termination of this Agreement.

**19. Enforceability.** The provisions of this Agreement will be enforceable notwithstanding the existence of any claim or cause of action of Client against LTD whether predicated on this Agreement or otherwise. Nothing in this Agreement will be construed as prohibiting LTD from pursuing any other remedies available to it for such unauthorized use or disclosure or from pursuing any remedies for any other breach or threatened breach of the Agreement, including the recovery of damages from the other party.

  
LTD

Client



**21. Limited Warranty.** LTD warrants that the Services will be performed in a professional and workmanlike manner. Client shall provide written notice of any warranty issues. LTD shall have a reasonable chance to cure any issues with the work performed. If LTD fails to cure the issues raised by client and breaches the foregoing warranty, Client's exclusive remedy shall be limited to a refund of any fees paid to LTD. Any claim for breach of the foregoing warranty must be made by notice to LTD within 10 (ten) days of the breach in respect of which the claim is made. Some equipment contracted for through LTD may be covered by a limited warranty. These warranties are provided by the manufacturer and are limited to specific terms of that warranty from that particular manufacturer. These are not warranties offered or enforced through LTD.

**THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN, AND ARE IN LIEU OF, AND LTD HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE OR OTHERWISE (INCLUDING TIME OF PERFORMANCE), RESPECTING SERVICES RENDERED PURSUANT TO THIS AGREEMENT.**

**22. Limitation Of Liability.** LTD'S LIABILITY FOR ALL CLAIMS OF ANY KIND (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT(S) OF WORK WILL NOT EXCEED (i) FOR ANY SINGLE CLAIM, THE AMOUNT ACTUALLY PAID BY CLIENT AND (ii) IN THE AGGREGATE FOR ALL CLAIMS, THE AMOUNT ACTUALLY PAID BY CLIENT DIRECTLY APPLICABLE TO THE CLAIMS. CLIENT AGREES THAT IN NO EVENT WILL LTD BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA, CAMPAIGN, BUSINESS OR GOODWILL), FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

**23. Miscellaneous.**

**Entire Agreement.** This Agreement, and any related SOW, constitutes the entire understanding of the parties and supercedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to its subject matter.

**Conflict of Terms.** In the event any conditions contained in a SOW conflict with any terms, conditions, or clauses in this Agreement, the provisions of this Agreement shall govern, unless clearly and specifically stated otherwise in the SOW.

**Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

**Force Majeure.** Force majeure as mentioned herein refers to war, fire, earthquake, flood and other manmade or natural disasters, acts of terrorism or any event which is unforeseeable and unavoidable when both parties sign this Agreement. Should either party be prevented from or delayed in performing all or part of its obligations under this Agreement owing to force majeure, it shall be exempt from the Liability for Breach of Contract arising there from, but it shall continue to perform this Agreement after the influence of force majeure is removed. If the influence of force majeure makes it impossible to perform this Agreement, both parties may terminate this Agreement and negotiate for a resolution.

**Modification.** No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.

**Assignment Generally.** The parties may not assign the rights, or delegate duties under this Agreement without advance written approval of the other Party.

**Independent Covenants.** The parties agree that each of the covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which LTD is a party, the Client expressly agrees to be bound by any lesser covenant subsumed

Client



within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part thereof.

**Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

**Waiver.** No failure or delay by LTD in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement

**Heirs and Assigns.** This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of LTD and Client.

**Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Illinois, without regard to any conflicts or laws or choice of laws principles that would require the application of the laws of any jurisdiction other than the State of Illinois, all rights and remedies being governed by said laws.

**Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in **Rolling Meadows IL**

**Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed sufficient if, personally delivered, or sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed to each Party as listed in the first paragraph herein or to such other address as the party to whom notice is to be given may have furnished to each other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received

- (A) in the case of personal delivery, on the date of such delivery,
- (B) in the case of nationally-recognized overnight courier, on the next business day after the date when sent,
- (C) in the case of telecopy transmission, when received, and
- (D) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

**Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

**Facsimile & Electronic Copy.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which shall constitute one and the same document. A facsimile copy, or an electronic scanned copy, and any signatures affixed hereto shall be considered for all purposes as original.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement.

Date: October, 2023

LTD Technology Solutions Inc.


CLIENT

  
Signature

\_\_\_\_\_  
Signature

Tom Blumenshine  
Print Name

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

  
\_\_\_\_\_  
LTD Client