

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-079

AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES TO IMPERIAL SURVEILLANCE, INC. FOR THE UPGRADE OF THE VILLAGE'S CARD ACCESS SYSTEM IN AN AMOUNT NOT TO EXCEED \$43,500.00

THE 18th DAY OF MAY 2021

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 18th day of May, 2021

**VILLAGE OF VERNON HILLS
ORDINANCE 2021-079**

AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES TO IMPERIAL SURVEILLANCE, INC. FOR THE UPGRADE OF THE VILLAGE'S CARD ACCESS SYSTEM IN AN AMOUNT NOT TO EXCEED \$43,500.00

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois ("*the Village*") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, The equipment the Village uses to electronically control various pedestrian and overhead doors is beyond end of life, with repair parts no longer available; and

WHEREAS, the Village requested proposals to update the card access system and received responses from Malko Communications LLC and Imperial Surveillance INC; and

WHEREAS, after reviewing the proposals, the lowest qualified vendor was Imperial Surveillance, INC at a not to exceed cost of \$43,500.00.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents to purchase the card access system upgrade from Imperial Surveillance INC at a price not to exceed \$43,500.00.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment from account 0101004-540050 to Imperial Surveillance, INC. in an amount not to exceed \$43,500.00 per the attached proposal in Exhibit A.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2021-079.

Dated the 18th of May, 2021.

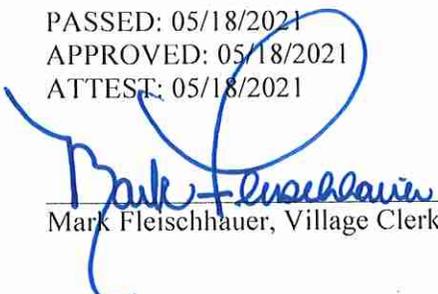
Adopted by roll call votes as follows:

AYES: 7 – Schenk, Marquardt, Forster, Koch, Oppenheim, Takaoka, Byrne

NAYS: 0 – None

ABSENT AND NOT VOTING: 0 – None

PASSED: 05/18/2021
APPROVED: 05/18/2021
ATTEST: 05/18/2021


Mark Fleischhauer, Village Clerk




Roger L. Byrne, Village President

**ORDINANCE 2021-079
EXHIBIT A**

Imperial Surveillance, INC., proposal for upgrading card access system



Imperial Surveillance

1601 E. Algonquin Road
Arlington Heights, IL
60005

O: 847-375-0300

F: 847-375-6722

www.imperialcctv.com

Prepared By: Chad

McCullom

and Lauren Rubi

Chad@Imperialcctv.com

Lauren@Imperialcctv.com



#1 EXECUTIVE SUMMARY

Why Imperial Surveillance is a great fit for the Vernon Hills Access Control System Project and why we stand out from our competition. We have adequate staffing levels of 50+ fulltime employees and 2 part time employees. I am proud to say that our company is A+ rated with the BBB and will offer a standard 1 yr parts and labor warranty on every piece of equipment you may purchase from us. We are able to offer this as a standard because we select the right equipment and dot our I's and cross our T's during the install process. Every Imperial Surveillance employee that works for us from the warehouse guys to upper management has a PERC card which means they have taken the required state training courses and have had a full background checks conducted on them as required per IDFPFR.

#2 PROJECT SCOPE

The scope of the proposed Imperial Surveillance project includes the planning, design, installation, testing, and transition of the Video Surveillance System. All proposed items including the software will meet or exceed customer's standards and additional requirements established in the walk through with the Project Manager. The scope of this project includes completion of all documentation, manuals, and training aids to be used in conjunction with the software. Project completion will occur when the software and hardware has been fully explained and documented to delegated staff members. At that point a delegated staff member will sign off as complete.

#3 Company Overview

Way 2 Easy Inc. DBA Imperial Surveillance, Inc. is a Full Service Security Company Since 2005. Our 2016 revenue was \$6.8 million. We offer Surveillance Camera Systems, Alarm Systems, Access Control / Key fob Systems, Fire Alarms Systems, & Intercom Systems. We Serve Residential, Commercial, & Government Sector clients in the Midwest. We offer Reliable & Quality Products at a reasonable price. Our technicians are highly trained in installation, testing, & repairing Security Systems. Additionally, we use only the most advanced equipment to ensure your facilities' safety. Imperial tests every system we carry, so our clients always receive quality, reliable equipment.

We opened a branch office in Milwaukee over the summer that has full capabilities to service the Wisconsin Area. The address to this branch is 9730 W Blumound Wauwatosa WI.

Not only will you receive top-quality equipment, but you will also get reliable service and installation. SIC # 173110 & 173117, primary company address 1601 E. Algonquin Rd. Arlington Heights, IL 60005. Contact person for this proposed project is Chad McCollom and can be reached at 847.375.0300 (Office) 847.346.7582 (Cell) chad@imperialcotv.com (Email).

License # 127.001463

Sincerely,

Chad McCollom
Security Consultant
Imperial Surveillance Inc.
Office: 847.375.0300
Cell: 847.346.7582
Fax: 847.375.6722

License # 127.001463



**SECURITY SALES
& INTEGRATION
FEATURE**



References:

Gary International Airport: 6001 Airport Rd, Gary, IN 46406.
Hank Mook, General Manager. 219-949-4911
3/2018-6/2018
\$60,000

Little Black Pearl Chicago Public Charter School: 1060 E 47th St., Chicago, IL 60653
Leon Haslip, Director of Operations. 312-285-4600
6/2017-8/2017
\$22,000

Gary Sanitary District: 3600 W 3rd Ave., Gary, IN 46406
Dan Vicari, Executive Director. 219-944-2595
8/2018-1/2019
\$100,000

Village of Lombard: 255 E Wilson Ave., Lombard, IL 60148
Tom Ellis, Operations Superintendent. 630-620-5740
6/2018-12/2018
\$35,000

Gurnee School District 56: 3706 Florida Ave., Gurnee, IL 60031
Sean Smith, Director of facilities. 847-336-0800
12/2019-8/2019
\$291,141

VILLAGE OF VERNON HILLS
REQUEST FOR PROPOSAL
FOR
ENGINEERING, DESIGN AND INSTALLATION SERVICES
FOR THE VILLAGE OF VERNON HILLS CARD ACCESS SYSTEM

Part III: Fee Proposal

Village Card Access System replacement (ICT Option)

Imperial Surveillance proposes to provide design and installation services to the Village of Vernon Hills to replace the current Village card access system in accordance with the scope of services described in Part II of the request for proposal at a cost not to exceed \$50,579.00 including labor, equipment and material subject to the approval by the Village Board of a Contract for Services

ALTERNATE #1: Village Card Access System Upgrade (Keyscan Aurora Option)

Imperial Surveillance proposes to provide design and installation services to the Village of Vernon Hills to upgrade the current Village Card Access system in accordance with the scope of services described in Part II of the request for proposal at a cost not to exceed \$41,628.00 including labor, equipment and material subject the approval by the Village Board of a Contract for Services.

James Dunning

From: Chad McCollom <chad@imperialcctv.com>
Sent: Wednesday, November 4, 2020 12:35
To: James Dunning
Cc: lauren@imperialcctv.com
Subject: RE: Village of Vernon Hills - Card access project

James

To get the License for Active Directory integration, it would be \$1498.

Please keep in mind this does not include any programming and setting up this feature from Imperial. We would need to discuss how far you want the integration to go so I can get you that cost.

Thank you

Chad McCollom



Chad McCollom

Security Consultant, Imperial Surveillance, Inc.
o: +01 847 375 0300 | c: +01 847 346 7582 | f: +01 847 375 6722
w: www.ImperialCCTV.com IL License # 127.001463
1601 E. Algonquin Rd., Arlington Heights, IL, 60005, USA

Services we offer:

- Installation, maintenance, and repair of CCTV systems
- Integration of CCTV systems with other security systems
- Design and installation of access control systems



**SECURITY SALES
& INTEGRATION
FEATURE**

CONFIDENTIALITY NOTICE: This communication is only for the person(s) named above. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you are not the person(s) named above, or responsible for delivering it to that person(s), be aware that disclosure, copying, distribution or use of this communication is strictly **PROHIBITED**. If you have received this communication in error, please immediately notify us by sending us a message to let us know.

----- On Tue, 03 Nov 2020 16:32:07 -0600 James Dunning <JDunning@vhills.org> wrote -----

Only on the Aurora proposal please.

Thank you,

Jim

From: Chad McCollom <chad@imperialcctv.com>
Sent: Tuesday, November 3, 2020 15:45
To: James Dunning <JDunning@vhills.org>
Cc: lauren@imperialcctv.com
Subject: Re: Village of Vernon Hills - Card access project

Yes, it includes the 2 new doors at the public works and take over of the existing doors at the other facilities provided information.

I will get you a price for the Active Directory integration. Do you want this only on the Aurora software proposal and/or the alternate ICT proposal?

Chad McCollom

Security Consultant, Imperial Surveillance, Inc.
t: +01 847 375 0300 | c: +01 847 346 7582 | f: +01 847 375 6722
w: www.ImperialCCTV.com IL License # 127.001463
1601 E. Algonquin Rd., Arlington Heights, IL 60005, USA

Services we offer:

Surveillance, Access Control, Alarm, Intercom, Video Analytics, IP Cameras, Network, Cloud, Mobile, and more.

CONFIDENTIAL AND PROPRIETARY: This communication is only for the person(s) named above. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you are not the person(s) named above, or responsible for delivering it to that person(s), be aware that disclosure, copying, distribution or use of this communication is strictly PROHIBITED. If you have received this communication in error, please immediately notify us by sending us a message to let us know.

----- On Tue, 03 Nov 2020 15:39:32 -0600 **James Dunning** <JDunning@vhills.org> wrote -----

Greetings;

Your proposal includes all items listed in Part II Scope of Work, item 1, both upgrade and replacement sections, correct? Specifically includes the new doors and hardware at public works?

Thanks.

James Dunning, IT Coordinator
Vernon Hills Police Department
740 N Lakeview Pky
Vernon Hills IL 60061

AFFIDAVIT OF SERVICE

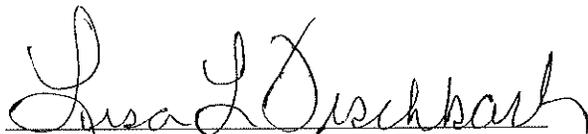
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2021-079 AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES TO IMPERIAL SURVEILLANCE, INC. FOR THE UPGRADE OF THE VILLAGE'S CARD ACCESS SYSTEM IN AN AMOUNT NOT TO EXCEED \$43,500.00 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MAY 18, 2021 TO MAY 28, 2021.



Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 18th DAY OF MAY 2021



Notary Public



Licensed Alarm Company



PROTECTING
LIFE & PROPERTY

Proposal Created for: **Vernon Hills Police Department**
Prepared By: Chad McCollom

More than hardware we offer a service

DESIGN
SYSTEMS & TOOLS

BUILD
PRODUCT OFFERING

IMPERIAL
AS A SERVICE

THE IMPERIAL DIFFERENCE

Patented Dashboard

NO CAPITAL INVESTMENT

FULLY MANAGED SYSTEMS

FUTURE PROOF PLATFORM

100% Real-Time Coverage
PARTS & SERVICE

SUPPLY PARTS

24 HOURS SUPPORT

CUSTOMER CONTACT CENTER

REMOVES BURDEN OF PHYSICAL RESPONSE TEAM

PROBLEM IDENTIFICATION
SIGNAL SETTING
NEEDS ASSESSMENT

INTELLIGENCE-BASED
SECURITY INTERVENTION
Proactive Security

DEMOS & EXAMPLES
Proactive Security

SECURITY SYSTEMS design | installation | maintenance

Imperial Surveillance, Inc. - Illinois Wisconsin Indiana Minnesota Iowa
Phone 847-375-0300 Fax 847-375-6722 www.ImperialCCTV.com IL License # 127.001463

Initial



Vernon Hills Police Department Subscriber ('Sub')
740 N. Lakeview Parkway
Vernon Hills, IL 60061
James Dunning
847.3624449

Quote # - 132241
Quote Date - Oct 7, 2020 11:51 AM
Consultant - Chad McCollom
Project Name - Access Control Upgrade RFP - Keyscan
Aurora Solution

(a) Schedule of Protection / Bill of Materials / Scope of Work

Schedule of Protection: IP Cameras

Bill of Materials:

Table with 3 columns: Qty, Imperial Item #, Description. Lists items such as ACCESS-SERVER, CQ-CA8500, impscq-ca4500, HID iClass Reader, FWSACU, Altronix AL400UL, STRIKE-9400-HES, STRIKE-5200, Electric Transfer Hinge, DOOR CONTACT -HW, Cable/Wire, Labor Prevailing Wage, Upgraded 1 Year Warranty, PS-Training.

Scope of Work:

Upgrade its current Keyscan Vantage Card Access System with the following:

- Keyscan Aurora or current iteration of latest software
• 2 panels at 740 Lakeview pky controlling pedestrian doors
• 4 panels at 754 Lakeview pky controlling pedestrian doors, overhead doors, and high security room
• 1 panel at 600 Deerpath controlling overhead doors
• 1 panel at 801 S Midlothian, Mundelein controlling overhead doors
• 2 panels at 200 E Cook, Libertyville controlling overhead doors

Handwritten signature and 'Initial' stamp

- 1 panel at 290 Evergreen Dr., Vernon Hills controlling pedestrian doors
- *new* 1 panel at 490 Greenleaf controlling pedestrian doors
1 main door and 1 side door included
- Engineering, Installation, Programming, Integration, Testing and as built Documentation
- Comprehensive On-site Training
- Complete removal of all old wiring and equipment
- 1-year Support and/or Warranty in addition to manufacturer warranty

TERMS AND CONDITION:

- 50% Deposit is required prior to installation.
- The balance is due up on completion.
- Imperial Surveillance is sole owner of all materials until Invoice is paid in full.
- Lift is not included unless stated above.
- If ports are opened for networking, customer is responsible for firewall to protect against data breaches and holds Imperial harmless if data breach occurs.
- Imperial Surveillance is not liable or responsible in any event of abuse, misuse, and or illegal use of this equipment!

Grand Total: \$ 41,628.00

By Bark Fuschlein
Authorized Representative

5/27/21
Date

_____ Initial



Guaranteed Response Time

Add THE IMPERIAL Service Plan

Complete peak performance around-the-clock

Service Plan: \$ 832.56/m YES__ NO~~X~~

IMPERIAL SERVICE PLAN INCLUDED

Our Patent Pending Pro-Active Health Monitoring Dashboard PLUS

- System Maintenance
- On-Site Technical Support
- Phone Support
- Firmware Updates
- Yearly Onsite Cleaning/Inspection
- User Management
- Video Retrieval Support
- Credential Training Support
- VIP Scheduling (RAPID ARRIVAL TIMES)
- Premium Parts Coverage
- Virtual Health Monitoring



T: 877-292-7375 | www.ImperialCCTV.com

ILLINOIS - WISCONSIN - INDIANA - MICHIGAN - NATIONAL COVERAGE

IL License # 127.001463
MI License # 3801207533

VIP Scheduling (within 72 Hours)

- o Guaranteed response within 72 hours

System Maintenance

- o Routine Maintenance & Repair
- o Electronic Security System (hardware and software of DVR, Access Panel, Intercom System, Control Panel)
- o Electrical power distribution Unit. (POE / PDU)
- o Monitor / LCD / TV
- o Keyboard, mouse, remotes, etc. (Peripheral's)
- o Security Devices (Cameras, Telephone Intercom Systems, Readers, Strikes, DVR's, Contacts, Batteries, Etc.)

On-site Technician Support

- 100% Premier Labor Rate Coverage
- Coverage Hours
 - o 7 AM to 5PM
 - o Monday – Fridays
- No Travel Charge coverage Zone
 - o 100 Miles from your Local Imperial Branch

Premium Parts Coverage

- o Defective Parts Coverage
- o Cameras, Panels & Devices
- o Cabling & Connectors
- o Power Devices & UPS

Phone Support

- o Smart Phone Help
- o Networking Help
- o PC Help

Virtual Health Monitoring

- o Remote Monitoring of Complete System
- § Immediate notifications Sent to our Staff in case of Camera Video Feed Loss
- § Recording Errors
- § Hard Drives Fail Once an Alarm is received by our IT Professionals
- § Remote Diagnostics take place by our IT Department
- o Customer is Notified
- o On-site Tech Visit Schedule

Video Retrieval Support

- o Incident Search Help
- o Capture and Save Help
- o Footage Recovery

User Management

- o User Permissions help by our IT Professionals
- o LOG search
- o Setup and Enrollment Help

Credential Programming Support

- o Card or FOB programming tech support

Yearly Onsite System Inspection and Cleaning

- o Firmware Updates
- o Recording Retention/Log/Schedule Configuration Verification
- o Defragmenting of System/Server
- o Testing of Devices/Systems
- o Security Device Cleaning (Cameras, Readers, Strikes, DVR's, Etc.)

Firmware Updates

- o Free Updates when required
- o Remote or Onsite Firmware updates included
- o Annual Firmware Check

By *Barbara Russell*
Authorized Representative

5/27/21
Date

MR Initial

Imperial Surveillance, Inc. - Illinois Wisconsin Indiana Minnesota Iowa
Phone 847-375-0300 Fax 847-375-6722 www.ImperialCCTV.com IL License # 127.001463



Service Plan Terms Addendum

Service Plan:

Imperial Service Plan: ("ISP"). Included Services with Platinum Connected Plan (a) software updates/upgrades as needed, (b) Annual onsite system inspection, (c) premium scheduling (guaranteed response of within 72 hours, except weekend and holidays), (d) virtual health monitored when addendum is signed and adequate Internet service is available, (e) video retrieve support, (f) onsite technical support during regular business hours. 1. If ISP is purchased, Imperial Surveillance will provide and bear the expense of the maintenance/repair of the covered equipment. The following items are not covered under ISP and any requested PSP service will be provided on a time and materials basis: (a) product installed contrary to OEM specifications, (b) exterior wiring), (c) programming changes, (d) consumables such as batteries and printer supplies and (g) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Imperial Surveillance then applicable rates. Additional charges may apply for ISP Service requiring the use of a lift. Imperial Surveillance's obligation to perform ISP Service relates solely to the covered equipment. 2. If ISP is not purchased prior to the expiration of the equipment warranty, Imperial Surveillance will provide such ISP Service only after inspecting the equipment to be covered and making any necessary repairs or replacements to bring the equipment /system into compliance with Imperial Surveillance's specifications and/or the standards set by applicable law. 3. ISP Service will be furnished during Imperial Surveillance's "Regular Working Hours" (Between 8:00AM and 5:00PM Monday -Friday, except Holidays). Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communication's equipment or service used, the communication of data from the System may be interrupted, cut off; circumvented or otherwise compromised. Imperial Surveillance can not be held liable for any failures in the Proactive Dashboard or any other system or service failures in the ISP. During an outage, signals will not be received by the Security Co. The cost of the service will be billed quarterly in advance.

*Not Included Unless Stated in Bill of Materials: Lifts, Conduit, Wire Molding, Union, Prevailing, After Hour Labor.

On-Site Coverage Included

On-Site Technician Covered Cost

*Regular (within 24-72 hrs.) On-site Visits will carry **NO CHARGE -INCLUDED WITH SERVICE AGREEMENT calls and technical support during regular business hours Monday-Friday 7AM -5PM, Plus Remote Log In General Maintenance calls during the foresaid regular business hours. Imperial Surveillance will also remotely monitor all of your systems for any failures. Regular Service calls will be responded to within 24-72 hours. *Additional Charge for Travel on locations over 100 Miles from Corporate HQ (1601 E. Algonquin Rd., Arlington Heights, IL 60005)

On-Site Technician Cost for Warranty Items that are Urgent, Priority & After Regular Hours

*Priority (within 24 hrs.) On-site Visits will carry a \$130.00 Service Charge

*Urgent (within 6 hrs.) On-site Visits will carry a \$250.00 Service Charge

*After Regular Business Hours- On-site Visits will carry a \$275.00 Service Charge

On-Site Technician Cost on a Non-Warranty Item

*Regular (within 24-72 hrs.) On-site Visits will carry \$90.00 Trip Charge / \$90.00 per Hour

*Priority (within 24 hrs.) On-site Visits will carry a \$130.00 Trip Charge / \$130.00 per Hour

*Urgent (within 6 hrs.) On-site Visits will carry a \$250.00 Trip Charge / \$130.00 per Hour

*After Regular Business Hours- On-site Visits will carry a \$275.00 Trip Charge/ \$175.00 per Hour

Terms and Conditions:

By reading the above provided coverage information and signing below, I understand the terms and conditions of Imperial Surveillance, Inc Service Plan. I also understand without purchase of the service plan, I will have to pay via cash, check, or credit card based on each service rendered to be paid in the full amount upon receipt of service.

This service plan can be purchased anytime during or after the purchasing process of the systems after the inspection by an authorized Imperial service personnel to make sure the system is operating properly. Any failure due to hardware, virus, or software issues have to be fixed and resolved before this service plan can be affected. During any remote data recovery process Imperial will exercise their best efforts but will not be responsible for any data loss that may occur before the data recovery process. Any mentioned problems can be fixed and resolved by Imperial service personnel for additional fee(s). (See details in Imperial Surveillance, Inc. Service Agreement, section: Technical Service) or consult with an authorized Imperial service personnel for any questions you may have before purchasing this service plan. No refund is available after activation of this service.

Imperial Surveillance, Inc. reserves the right to change any service and labor fees within the Basic Coverage Plan with or without any advance notice.

Cancellation Fee: 12 Months of Payments or the balance of payments if less than 12 Months remain. 30 Day Notice Required.


Initial

Imperial Surveillance, Inc. - Illinois Wisconsin Indiana Minnesota Iowa
Phone 847-375-0300 Fax 847-375-6722 www.ImperialCCTV.com IL License # 127.001463

IMPERIAL SURVEILLANCE
1601 E. Algonquin Road
Arlington Heights, Illinois 60005-4758
(847)375-0300

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 5/27/24

Telephone Number :847.3624449
Other Telephone: 847.3624449

Subscriber's Name: Vernon Hills Police Department

Address: 740 N. Lakeview Parkway, Vernon Hills, IL, 60061

1. IMPERIAL SURVEILLANCE (hereinafter referred to as "IMPERIAL" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:
Check Services Provided: **IP Cameras**

3. SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be: Quarterly

CHARGES: Subscriber agrees to pay IMPERIAL the above quoted amount for Installation and Equipment: \$ 41,628.00

The sum of \$\$ 832.56/m per month for the Services and monitoring of the Security System for the term of this agreement. *****WHEN ABOVE SERVICE OPTION IS CHOSEN.**

4. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of **5 Years** and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof IMPERIAL shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. IMPERIAL may invoice Subscriber in advance monthly, quarterly, or annually at IMPERIAL's option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

1. IMPERIAL SURVEILLANCE Inc. (hereinafter referred to as "IMPERIAL" agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of security cameras, video system, alarm system, and/or access control.

2. Unless other arrangements are made in writing, all projects will require a 50% down payment, with monthly progress payments thereafter. Payment balance is due upon completion, Unpaid late balances will be subject to late charges. All equipment to remain sole property of Imperial Surveillance Inc until balance is paid in full.

3. The price proposed above will be valid for a period of 60 days. This proposal may be cancelled by Imperial Surveillance Inc. at any time prior to customer approval.

4. IMPERIAL and Subscriber agree that IMPERIAL is not an insurer and no insurance coverage is offered herein. The security system, equipment, and IMPERIAL's services are designed to detect and reduce certain risks of loss, though IMPERIAL does not guarantee that no loss or damage will occur. IMPERIAL is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by IMPERIAL's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.

5. Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless IMPERIAL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by IMPERIAL's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against IMPERIAL or IMPERIAL's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of IMPERIAL, which shall not unreasonably be withheld. IMPERIAL shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

6. Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and IMPERIAL is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage IMPERIAL's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or IMPERIAL's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. IMPERIAL shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against IMPERIAL and its subcontractors for loss or damages caused by perils intended to be detected by IMPERIAL's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.


Initial

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Phone 847-375-0300 Fax 847-375-6722 www.ImperialCCTV.com IL License # 127.001463

7. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by Imperial Surveillance Inc and Imperial Surveillance Inc has no responsibility for such access or IP address service. If system has remote access Imperial Surveillance Inc is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. Imperial Surveillance Inc shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Customer has been advised to independently ascertain that the audio or video devices are used lawfully. Imperial Surveillance Inc has made no representations and has provided no advice regarding the use of audio or video devices, and it is Customer's sole responsibility to use the camera and audio devices lawfully. IMPERIAL SURVEILLANCE INC WILL NOT BE HELD LIABLE FOR ANY BREACHES TO CUSTOMERS INTERNET, CYBER INFRASTRUCTURE, INTERNET, NETWORK OR DATA EVEN IN CAUSE BY IMPERIAL SURVEILLANCE'S OWN NEGLIGENCE.

8. SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF IMPERIAL AS A RESULT OF IMPERIAL'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF IMPERIAL'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT IMPERIAL'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE IMPERIAL'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH IMPERIAL'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

9. These terms and conditions will apply to all work conducted by Imperial Surveillance Inc. at the properties identified above and for all other properties where Subscriber requests work by Imperial Surveillance Inc for the term of this agreement.

10. This Proposal (including attachments, if any) sets forth the entire agreement of and understanding between the parties as to its subject matter and supersedes all other documents, verbal commitments or understandings made before execution of this proposal. None of its terms may be amended or modified except in a writing signed by both customer and Imperial Surveillance Inc in the event of any action, proceeding or litigation, judicial or non-judicial, arises out of the subject matter of this proposal, the prevailing party shall be entitled to payment of all costs, expenses and attorney fees incurred.

11 Subscriber agrees that Imperial Surveillance Inc is authorized and permitted to subcontract any services to be provided by Imperial Surveillance Inc to third parties who may be independent of Imperial Surveillance Inc, and that Imperial Surveillance Inc shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints Imperial Surveillance Inc to act as Subscriber's agent with respect to such third parties, Except that Imperial Surveillance Inc shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Imperial Surveillance Inc disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of Imperial Surveillance Inc. Imperial Surveillance Inc shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

12. This agreement along with the Schedule of Equipment or Quote and Services constitute the full understanding of the parties and may not be amended, modified, or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable

13. The person executing this Proposal on behalf on Customer in a representative capacity warrants to Imperial Surveillance Inc. That such person has sufficient authority to bind Customer to the terms of this Agreement.

WAY 2 EASY INC.
D/B/A IMPERIAL
SURVEILLANCE:

By: Chad McCollom
Signature

SUBSCRIBER:
Mark F. Lushbain
Subscriber: Signature by Authorized Officer Title of Person Signing

Village of Vernon Hills
Business Name

Subscriber's Email Address:
JDUNNING@VHILLS.ORG

mf Initial



Vernon Hills Police Department Subscriber ('Sub')
 740 N. Lakeview Parkway
 Vernon Hills, IL 60061
 James Dunning
 847.3624449

Quote # - 135277
 Quote Date - May 25, 2021 12:30 PM
 Consultant - Chad McCollom
 Project Name - Access Control Upgrade RFP - Keyscan
 Aurora Solution Active Directory Integration

(a) Schedule of Protection / Bill of Materials / Scope of Work

Schedule of Protection: **IP Cameras**

Bill of Materials:

Qty	Imperial Item #	Description
1	MISC	Aurora Active Directory Integration

Scope of Work:

Add Active Directory Integration into new Aurora System.

Grand Total: \$ 1,500.00

Terms and Conditions: -50% Deposit is required prior to installation.
 -The balance is due up on completion.
 Imperial Surveillance is sole owner of all materials until Invoice is paid in full.
 -Lift is not included unless stated above.
 -If ports are opened for networking, customer is responsible for firewall to protect against data breaches and holds Imperial harmless if data breach occurs.
 -Imperial Surveillance is not liable or responsible in any event of abuse, misuse, and or illegal use of this equipment!

By *Chad McCollom*
 Authorized Representative

5/27/21
 Date

mf Initial