

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees

FROM : Scott Niehaus, Village Manager

DATE : November 15, 2023                      Agenda Date: December 7, 2023

TITLE : **Waiver of Bid**  
Lombard Surveillance and Access Control System for Fleet Facility Expansion

SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

**RESULTS:**

Date Bids Were Published:   N/A   Bidding Closed   N/A  

Total Number of Bids Received:   1  

Total Number of Bidders Meeting Specifications   1  

Bid Security Required	<u>          </u> Yes	<u>  X  </u> No
Performance Bond Required	<u>          </u> Yes	<u>  X  </u> No
Were Any Bids Withdrawn	<u>          </u> Yes	<u>  X  </u> No

Explanation:

Waiver of Bids Requested?	<u>  X  </u> Yes	<u>          </u> No
---------------------------	------------------	----------------------

If yes, explain:  
See attached memo.

Award Recommended to Lowest Responsible Bidder?	<u>  X  </u> Yes	<u>          </u> No
---	------------------	----------------------

If no, explain:  
See attached memo.

**FISCAL IMPACT:**

Project Funding:       \$37,464.03  
Account:                432.710.722.75770

**ACKGROUND/RECOMMENDATION:**

Surveillance and Access Control System installation for the Fleet Facility Expansion Project.

Has Recommended Bidder Worked for Village Previously	<u>  X  </u> Yes	<u>          </u> No
If yes, was quality of work acceptable	<u>  X  </u> Yes	<u>          </u> No

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_


**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



November 15, 2023

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

SUBJECT: Waiver of Bids – Imperial Surveillance Video Surveillance and Access Control System

**Background**

In 2018, The Village of Lombard bid the Video Surveillance and Access Control System Project which was ultimately awarded to Imperial Surveillance of Arlington Heights, Illinois. The project was successful and improved and integrated video surveillance and access control at the Village Hall, Public Works, Police Department, Fire Stations, and Water Facilities.

With the expansion of the Fleet Facility, staff has sought a proposal from Imperial for the purchase and installation of access control equipment and video surveillance equipment for the expanded and remodeled facility. This project will integrate video surveillance and access control at the Fleet Facility with the installation of cameras and equipment identical to installations at other Village facilities which are linked together by the video management system (VMS).

Imperial has submitted two proposals for the project. One proposal is for the access controls and is in the amount of \$12,470.50. The second proposal is for the camera system improvements. The cost of the proposal is \$24,993.53. The total cost for the project is \$37,464.03. Funding for the project will come from the Building Reserve Fund (432.710.722.75770).

**Recommendation**

Staff recommends waiving the bidding process and approving a contract to Imperial Surveillance Inc., of Arlington Heights, IL in an amount not to exceed \$37,464.03.

Please place this item on the December 7, 2023 Village Board agenda for consideration.



Customer #:11792  
Village of Lombard  
Lombard Public Works  
1051 S Hammerschmidt Ave  
Lombard, IL 60148

Proposal #: 7995  
Proposal Date: 09/27/2023  
Salesperson: McCollom, Chad  
chad.mccollom@imperialcctv.com  
(847) 346-7582

Protection Type: CCTV

**Parts**

Quantity	Part Code	Description
1.00	KIT-EXP-4D	Protege Prewired Expn Kit - 4 Doors
1.00	AL400ULACM	Power Supply Controller
1.00	NP7-12 7 AMP	Yuasa NP7-12 Battery 7AMP Battery
1.00	PRT-MNR2-DIN	Protege DIN Rail COMMS Expander
3.00	PRX-TSEC-EXTRA-KP-B	tSec 13.56MHz/125kHz Reader Wall Switch Black Key
3.00	29AWG-G	GRI 29AWG-G Surface Mount Door Contact Gray
600.00	CBL 18/6-1FT	18/6 AWG Conductor Security Cable, White/Gray
1200.00	CBL 18/2-1FT	18/2 AWG Conductor Security Cable, White/Gray

**Specialized Parts**

Quantity	Part Code	Description

Additional Services	Monthly Amount

**Scope of Work:**

Provide and Install (3) Doors of ICT access control.

Provide and Install (1) 4 door panel, (1) AL400 Power Supply, (3) Single Gang readers, (3) Door Contacts, and Access Control cabling as needed.

Others will provide and install rough ins.

Others will provide and install electric door hardware and power supplies.

X \_\_\_\_\_ **Total Project Cost:** 12,470.50  
Agreed To By Name

**Terms and Conditions:**

50% Deposit is required prior to installation. The remaining balance is due upon completion. (Outright purchase only). Imperial Surveillance is sole owner of all materials until Invoice is paid in full. Lift is not included unless stated above. Customer is responsible for firewall to protect against network and data breaches and holds Imperial harmless of any data breaches. Imperial Surveillance is not liable or responsible in any event of abuse, misuse, and or illegal use of this equipment.  
Imperial Surveillance, Inc. 1601 E Algonquin Rd. Arlington Heights, IL 60005

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

**INSTALLATION / ALARM MONITORING AGREEMENT**

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 until balance is paid in full.
3. Subscriber agrees that any applicable monitoring or service & maintenance agreements is for 60 months unless otherwise stated and shall automatically renew 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. IMPERIAL shall be permitted from time to time to increase all charges by an amount not to exceed 9% annually and Subscriber agrees to pay such increase.
4. The price proposed above will be valid for a period of 15 days. This proposal may be cancelled by IMPERIAL at any time prior to Subscriber's approval.
5. IMPERIAL and Subscriber agree that IMPERIAL is not an insurer and no insurance coverage is offered herein. The security system, equipment, and 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.
6. 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.
7. 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.
8. 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 and IMPERIAL has no responsibility for such access or IP address service. If system has remote access IMPERIAL 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 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, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. IMPERIAL will not be held liable for any breaches to customers internet, cyber infrastructure, internet, network or data even if cause by IMPERIAL.
9. 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.
10. These terms and conditions will apply to all work conducted by IMPERIAL at the properties identified above and for all other properties where Subscriber requests work by IMPERIAL for the term of this agreement.
11. 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 Subscriber and IMPERIAL.
12. Subscriber agrees that IMPERIAL is authorized and permitted to subcontract any services to be provided to third parties who may be independent of IMPERIAL, and that IMPERIAL shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints IMPERIAL to act as Subscriber's agent with respect to such third parties, except that IMPERIAL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to IMPERIAL 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. 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.
13. 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.
14. The person executing this Agreement on behalf on Subscriber in a representative capacity warrants to IMPERIAL that such person has sufficient authority to bind Subscriber to the terms of this Agreement.
15. This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. 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. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

\_\_\_\_\_  
X Representative Imperial Surveillance, Inc.

X  
\_\_\_\_\_  
Representative Subscriber



Customer #: 11792  
 Village of Lombard  
 Lombard Public Works  
 1051 S Hammerschmidt Ave  
 Lombard, IL 60148

Proposal #: 7959  
 Proposal Date: 09/22/2023  
 Salesperson: McCollom, Chad  
 chad.mccollom@imperialcctv.com  
 (847) 346-7582

Protection Type: CCTV

**Parts**

Quantity	Part Code	Description
9.00	0879-010	ACS CORE DEVICE E-LICENSE
2.00	02330-001	P3267LVE/5MP/VANDOM/3-8MZ/IP66
2.00	02329-001	P3267LV/5MP/VANDOM/IN/VF/AI/IR
4.00	5506-481	T91E61 WALL MOUNT
4.00	02548-001	TP3103-E OUTDOOR PENDANT KIT
1.00	02100-001	M4308-PLE 12MP 360 OUTDOOR DOME
1.00	5507-461	AXIS T91B51 CEILING MOUNT
1.00	5505-081	T94K01D PENDANT KIT
3.00	02218-001	P3727PLE/PANORA/4X2MP/IR/IP67
3.00	5504-821	AXIS T91D61 WALL MOUNT
3.00	01513-001	T94N01D PNDNT KT
3.00	5017-641	AXIS T91A64 CORNER BRACKET
1.00	01048-004	P3807-PVE FIXED DOME IP CAMERA 180 PANORAMIC
1.00	0E-C6PP24	CAT6 PATCH PANEL 24 PORT
24.00	0E-C6BL1	1FT CAT 6 PATCH CABLE BLUE
2000.00	CBL 6000-BLK-1FT	Cat6 Ethernet Cable Indoor Black
20.00	782673-01603	3/4" SEALTITE CONDUIT
1.00	01192-004	T8524 POE+ NETWORK SWITCH 24X POE+ PORT W/370W PWR

**Specialized Parts**

Quantity	Part Code	Description

Additional Services	Monthly Amount

**Scope of Work:**

Provide and Install Additional Axis Cameras to the Publics Works site per drawings provided.

Imperial will provide and install all cameras, mounts, POE switches and cabling. (2 separate buildings will be using existing POE on site. If POE switch does not have ports, additional charges will apply)

All rough ins provided and installed by others.

X

Agreed To By

Name

**Total Project Cost:**

24,993.53

**Terms and Conditions:**

50% Deposit is required prior to installation. The remaining balance is due upon completion. (Outright purchase only). Imperial Surveillance is sole owner of all materials until Invoice is paid in full. Lift is not included unless stated above. Customer is responsible for firewall to protect against network and data breaches and holds Imperial harmless of any data breaches. Imperial Surveillance is not liable or responsible in any event of abuse, misuse, and or illegal use of this equipment.

**Imperial Surveillance, Inc. 1601 E Algonquin Rd. Arlington Heights, IL 60005**

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

**INSTALLATION / ALARM MONITORING AGREEMENT**

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 until balance is paid in full.
3. Subscriber agrees that any applicable monitoring or service & maintenance agreements is for 60 months unless otherwise stated and shall automatically renew 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. IMPERIAL shall be permitted from time to time to increase all charges by an amount not to exceed 9% annually and Subscriber agrees to pay such increase.
4. The price proposed above will be valid for a period of 15 days. This proposal may be cancelled by IMPERIAL at any time prior to Subscriber's approval.
5. IMPERIAL and Subscriber agree that IMPERIAL is not an insurer and no insurance coverage is offered herein. The security system, equipment, and 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.
6. 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.
7. 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.
8. 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 and IMPERIAL has no responsibility for such access or IP address service. If system has remote access IMPERIAL 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 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, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. IMPERIAL will not be held liable for any breaches to customers internet, cyber infrastructure, internet, network or data even if cause by IMPERIAL.
9. 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.
10. These terms and conditions will apply to all work conducted by IMPERIAL at the properties identified above and for all other properties where Subscriber requests work by IMPERIAL for the term of this agreement.
11. 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 Subscriber and IMPERIAL.
12. Subscriber agrees that IMPERIAL is authorized and permitted to subcontract any services to be provided to third parties who may be independent of IMPERIAL, and that IMPERIAL shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints IMPERIAL to act as Subscriber's agent with respect to such third parties, except that IMPERIAL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to IMPERIAL 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. 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.
13. 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.
14. The person executing this Agreement on behalf of Subscriber in a representative capacity warrants to IMPERIAL that such person has sufficient authority to bind Subscriber to the terms of this Agreement.
15. This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. 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. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

X

\_\_\_\_\_  
X Representative Imperial Surveillance, Inc.

\_\_\_\_\_  
Representative Subscriber