

Wilmette Public School District 39  
615 Locust Road  
Wilmette, Illinois 60091

Request for Quotes: Phone System  
Issued February 3, 2017  
Quotes Due Friday, March 10, 2017 by 12:00pm

Quotes should be sent through email with the Subject Line: Response to RFQ Phone System to the Director of Technology and Media Services - Tony DeMonte, DeMonteT@Wilmette39.org.

Quotes must be received by Wilmette Public School District 39 (the "District") no later than 12:00pm on Friday, March 3, 2017.

The preparation and submission of a quote will be by and at the expense of the vendor. The District will require the successful vendor to execute the proposed quote via a formal contract, with any reasonable modifications requested in vendor's quote that may be acceptable to the District. See attached proposed terms and conditions.

Wilmette Public School District 39 reserves the right to reject any or all quotes, to make an award other than to the lowest quote, to make an award to a quote for only a portion of goods described in its quote, to make award for all or some of the district's sites, or reject a quote which is in any way incomplete or irregular.

The awarding of a submitted quote is may be contingent upon the approval of funding.

Please include installation and configuration costs as separate line items.

We currently have an Avaya system with Avaya handsets, mostly model 1608. We currently have 54 phones at Mikaelian Education Center, 69 phones at Central Elementary, 66 phones at Harper Elementary, 60 phones at McKenzie Elementary, 72 phones at Romona Elementary, 112 phones at Highcrest Middle School and 133 phones at Wilmette Junior High School. Each location has at least 1 conference phone. Secretaries have access to an expansion module.

Current backend equipment includes (1) Avaya G450, (6) Avaya G430 a Dialogic Media Gateway, (2) Dell PowerEdge 2950, multiple HP ProCurve 2610-48-PWR and one HP ProCurve 3500yl-48G.

The buildings encompassed in this project include the following:

Mikaelian Education Center (Administration center)  
Wilmette School District #39  
615 Locust Road  
Wilmette, IL 60091

Central Elementary (K-4)  
910 Central Avenue  
Wilmette, IL 60091

Harper Elementary (K-4)  
1101 Dartmouth Street  
Wilmette, IL 60091

McKenzie Elementary (K-4)  
649 Prairie Avenue  
Wilmette, IL 60091

Romona Elementary (EC-4)  
600 Romona Road  
Wilmette, IL 60091

Highcrest Middle School (5-6)  
569 Hunter Road  
Wilmette, IL 60091

Wilmette Junior High School (7-8)  
620 Locust Road  
Wilmette, IL 60091

## **FAQ**

Are you investigating both hosted VoIP and premise-based solutions?

We would like to see pricing on both but the most likely choice will be premise due to cost savings.

Are you interested in handsets and softphones?

Yes, we would like to see all options available.

Do you have a breakout of the types of phones needed?

We do not have a hard count at this time. We would like to see pricing and we would make determinations from there. If requesting a basic count, use the current phones in use as the total. Back-out 2 phones for conference phones and add 2 expansion packs. Only 1 expansion pack needed for the Mikaelian Education Center.

Do you have specifications outlined for the handsets?

We would prefer Gigabit links but understand this may be cost prohibitive so please quote options. We do not see a need for color or touch displays.

Are the current Internet connections sufficient to support the voice traffic for hosted?

We currently have 1Gbps from Comcast, which is more bandwidth than we typically use. We have direct fiber from Romona Elementary, Highcrest Middle School and Wilmette Junior High School to the Mikaelian Education Center. We use Comcast 1Gig circuits for connections from the other schools back to the Mikaelian Education Center.

Do we know what type of trunking we would like at each school?

We are hoping that the company providing a quote can also advise us on the best solution for the lines. Our carrier contracts are up. We currently have 2 PRI lines at the Mikaelian Education Center for voice traffic and various POTS lines at each school for elevators, faxing and back-ups.

Is there sufficient POE switching in place to support the handsets?

We currently have HP switches in place but would like to upgrade those as a part of this project. Please appropriate quantity of switches. All other switches in district are Cisco.

Can we take a tour and come onsite?

Yes. This is not a bid. Feel free to reach out and come onsite to inspect what we already own.

Will you be doing demos and meeting with vendors?

Yes. Please reach out to help us understand your product and solution.

How many users do you have?

We have about 550 total staff members. About 300 of those are certified educators. All staff will need access to voicemail even if they do not have a dedicated handset. Use existing phone counts for quote numbers.

Who is your current carrier provider?

First Communications for the 2 PRI lines and Access One for POTS lines. We would like to have advice on best carrier solution as those companies are out of contract. Our goal is to simplify our setup.

Are any phones wall mounted?

Yes, most are in classrooms so please include mounts.

Who is responsible for managing any required data/network configurations and changes including with the carrier?

You or a subcontractor. This work should be included in the solution.

Do you have any analog phones to be integrated?

We have alarm systems, gas lines, elevators and fax lines that go to copy machines.

Do you have a PA system that needs to be integrated?

No. These are separate. If there is future tie in's, that would be nice. The company varies by school.

What do you plan on doing with your old system?

We have no use for it. It can be sold, traded or discarded.

Do you want smart phone integration?

Yes.

What is the criteria for evaluating quotes?

We will be looking at cost, expertise with the system and carriers, flexibility of the system and long-term support. This is not a formal bid.

Are you using Erate funds for this project?

No.

What is expected with training?

We would like the vendor to be able to train the core technical/ instructional technology staff and possibly secretaries. District staff will train the rest.

What is expected with auto attendant messages?

We expect the vendor to help with advice, recording and implementation.

What are you looking for in the way of unified messaging?

We would like the ability to integrate with email. We currently use GMail. If there are other features like conferencing or smartphone integration that would be preferred.

Do you require e911 capability?

Yes. We use RedSky. Open to moving to another integrated solution. We want initial setup included in the quote.

Who should we contact for questions?

Tony DeMonte, Director of Technology and Media Systems and Sean Reidy, Manager of Technology Services.  
DeMonteT@Wilmette39.org and ReidyS@Wilmette39.org.

## **PROPOSED TERMS AND CONDITIONS**

### **1. THE WORK**

The vendor ("Contractor") shall deliver and install the equipment and provide all services (collectively the "Work") in a good workmanlike manner in accordance with the terms and conditions contained in this RFQ. The terms and conditions stated in this RFQ shall control over Contractor's forms in the event of conflict.

### **2. CONTRACT SUM**

No change in the Work shall be a basis for an addition to the payment or time of performance unless authorized by the District by written change order. To the extent applicable, the Contractor shall deliver to the District with each request for payment, lien waivers, if any, covering amounts then due to any person or persons performing Work or supplying materials or equipment in connection with the Work. Upon completion of the Work, the Contractor shall submit for District's approval a certificate of completion, copies of all applicable manufacturer's warranties and product and user manuals and other documentation to enable the District to use the Work properly. Payments shall be as stated in the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*, the provisions of which Act shall apply to the contract. The Board of Education shall not waive any rights by making payment.

### **3. CHANGE ORDERS**

\_\_\_\_\_ Change orders must be approved in writing by the District. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase **or** decrease in either the cost of the contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of the Board of Education of the District, signed by the Board President and Board Secretary, pursuant to the written determination of the District or designee that:

1. the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or
2. the change is germane to the original contract as signed; or
3. the change order is in the best interest of the District and is authorized by law.

### **4. TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under the contract shall begin \_\_\_\_\_ and shall be finally completed \_\_\_\_\_ ("Completion Date"). The Contractor agrees that time is of the essence. The Contractor shall not be entitled to any damages for any delay caused by District or otherwise, whether foreseeable or not, with the District's discretionary extension of the time of completion being the only available remedy. The District may, upon seven (7) days written notice to the Contractor, terminate the Contract between the District and Contractor without cause.

### **5. INSURANCE**

The Contractor shall purchase and maintain, at its own expense, Workers Compensation insurance for not less than the limits of liability under applicable federal and state statutory requirements. The Contractor shall also maintain insurance coverage under a comprehensive general liability policy, on an occurrence basis, with limits of not

less than \$1,000,000, per occurrence and in the aggregate, and naming the District, its individual board members, employees and agents as additional insureds on the commercial general liability insurance. The Contractor shall deliver to District prior to commencing the Work, certificates of insurance (ACORD Form 27 or other form acceptable to District) evidencing the required insurance coverage of Contractor and each subcontractor.

## **6. INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the District, its individual Board members, agents, and employees ("Indemnitees"), from and against all claims for death or injury to persons or property, and for any other claims, losses or damages, including claims of District, third parties, and Contractor's or any subcontractor's employees, for any damages, losses, and expenses, including attorneys' fees, arising out of, relating to or connected with the performance of the Work under this Contract, including, but not limited to, losses or damages for Contractor delay, improperly timed activities or defective work. Contractor and each subcontractor agree to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on the Project; waive any limitation of liability defense based upon the *Workers' Compensation Act*, court interpretations of said Act or otherwise; and agree to contribute to, indemnify and defend Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Contractor shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

## **7. COMPLIANCE WITH LAWS**

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.* To the extent applicable, the Contractor shall pay not less than the prevailing rate of to all laborers, workers and mechanics performing work under the Contract. The prevailing rates of wages are revised by the Department of Labor and are available on the Department's official website at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations attached hereto as **Exhibit A**. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable. The Contractor understands that smoking is prohibited on school district property pursuant to State and federal law. Contractor acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of District.

## **8. WARRANTIES**

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the District that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Contract or its Exhibits and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Contract and its Exhibits. This warranty shall not be restricted by the limitations of any manufacturer's warranty. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

Title to the goods herein described shall not pass until said goods have actually been received by the District or its consignee, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the District or its consignee shall be borne by the Contractor.

The Contractor makes the following warranties to the District and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Contractor agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the District by the Contractor. The Contractor shall, at its sole cost and expense, promptly repair or replace to the District's complete satisfaction all goods/services received for a period of one (1) year from date of acceptance, unless the specifications require a greater warranty period.

## **9. CERTIFICATIONS**

By submitting a quote, the Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The Contractor acknowledges that the District may declare the Contract void if it finds this certification is false. The Contractor also certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). Notwithstanding the foregoing, Contractor acknowledges that the District is a tax exempt entity and shall not be responsible for any taxes from which it is exempt. The Contractor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*).

## **10. GOVERNING LAW**

The Contract shall be governed by the laws of the state of Illinois.

**EXHIBIT A**  
***Illinois Human Rights Act Regulations***

**[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]**

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
  
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
  
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
  
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
  
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon

such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.