

RESOLUTION R-31-05

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT FOR TELECOMMUNICATIONS NEEDS ANALYSIS AND
BID SPECIFICATION DEVELOPMENT WHEATON PUBLIC LIBRARY**

WHEREAS, the City of Wheaton, Illinois ("City") is an Illinois Home Rule Municipality pursuant to provisions of Article VII, Section 6, of the Illinois Constitution of 1970, and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and


WHEREAS, the City has determined it necessary to obtain the services of a professional telecommunications consultant to review the telecommunications needs of the Wheaton Public Library; and

WHEREAS, the City has previously engaged Indaplex, Inc. for telecommunication consultant services; and

WHEREAS, the City has determined the proposal provided by Indaplex, Inc. meets the City's needs for professional telecommunications services for the Wheaton Public Library.

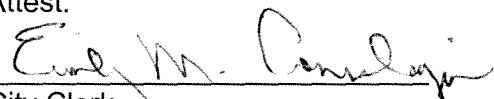
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to an agreement between the City of Wheaton and Indaplex, Inc., as attached hereto and made a part thereof.

ADOPTED this 2nd day of May, 2005.



Mayor

Attest:



City Clerk

Ayes:

Roll Call Vote:

Councilman Mouhelis
Councilman Suess
Councilman Bolds
Councilwoman Corry
Councilman Johnson
Mayor Carr
Councilman Levine

Nays:

None

Absent:

None

Motion Carried Unanimously

**Agreement Between the City of Wheaton, Illinois
and Indaplex, Inc.
for Wheaton Public Library Telecommunications Needs Analysis
and Bid Specification Development**

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and Indaplex, Inc. ("Consultant"), 5775 Tarton Circle N, Dublin, OH 43017.

WITNESSETH:

Whereas, the City has determined that it is necessary to obtain the services of a professional telecommunications consultant to complete a needs analysis, review communication options, and develop bid specifications for an upgrade or new telephone and voicemail system for the Wheaton Public Library; and

Whereas, the City has previously engaged the Consultant for telecommunications services including system alternative analysis and specification development; and

Whereas, the Consultant did submit a proposal to the City for the work specified, which is attached hereto and incorporated herein as Exhibit A; and

Whereas, the City finds the proposal submitted by the Consultant meeting the telecommunication services needs of the City.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. *Scope of Services.* The Consultant shall furnish all labor, materials, and equipment to provide the City of Wheaton with construction materials engineering services as described in this Agreement and attached Exhibit A. The Consultant represents and warrants that it shall perform the services in a manner consistent with the level of care and skill customarily exercised by other professional Consultants under similar circumstances.

2. *Compensation.* The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as Exhibit A.

3. *Additional Services.* The Consultant shall provide only those goods and perform only those services specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional goods and/or services are required to complete the project, such additional goods shall not be provided and/or such additional services shall not be performed unless directed in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

4. *Hold Harmless and Indemnification.* The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, and agents, from and against any and all

liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Consultant's services; or
- b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.

The City shall defend, hold harmless, and indemnify the Consultant, its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The City's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the City's work; or
- b) The negligence or willful misconduct of the City, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

5. *Insurance.* The Consultant and each of its agents, subcontractors, and consultants hired to perform any services provided for herein shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the services referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.

- b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) aggregate bodily injury/property damage combined single limit.

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The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.

c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.

d) Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

6. *Compliance with Laws.* The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.

7. *Termination of Contract.* If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

8. *Discrimination Prohibited.* The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

9. *Status of Independent Consultant.* Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of duties under this agreement. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent,

employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

10. *Assignment; Successors and Assigns.* This Agreement may not be assigned by either of the parties hereto without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. *Recovery of Costs.* In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.

12. *Notification.* All notification under this Agreement shall be made as follows:

If to the Consultant:
Indaplex, Inc.
Attn: Doug Johnson
5775 Tarton Circle, N
Dublin, OH 43017

If to the City:
City of Wheaton
Attn: City Clerk
303 W. Wesley Street, Box 727
Wheaton, IL 60189-727

13. *Waiver.* Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

14. *Integration.* The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

15. *Non-disclosure.* During the course of the work specified in this Agreement, Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose such information to any third party without the express written consent of the City.

16. *Severability.* If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the

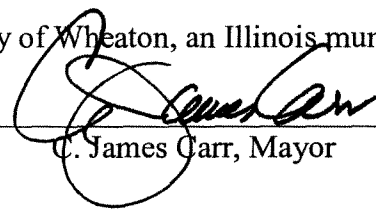
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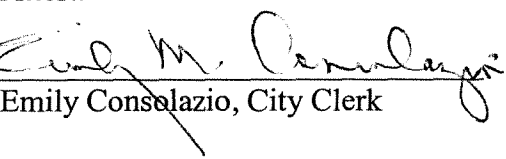
illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

17. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules.

18. *Validity.* In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this Agreement this 2nd day of May 2005.

City of Wheaton, an Illinois municipal corporation
By  _____
C. James Carr, Mayor

Attest:

Emily Consolazio, City Clerk

Indaplex, Inc.
By _____
Doug Johnson, President

Attest:

Indaplex, inc.

5775 Tarton Circle N.
Dublin, OH 43017
(312) 923-1070 (Chicago)
www.indaplex.com

STATEMENT OF WORK for the WHEATON PUBLIC LIBRARY

Telecommunications Consulting Services for the Library's Building Expansion Project

April 21, 2005

Purpose of Document

The purpose of this document is to present recommended telecommunications consulting services for the Wheaton Public Library for the following areas:

- Communications needs analysis and budgetary financial projections for telephone system alternatives and telephone carrier services for your newly expanded facility.
- The design and competitive analysis of local services from SBC and other service providers.
- The competitive bidding and selection of an upgraded or new telephone and voicemail system for the expanded Library, with installation services scheduled to coincide with the Library's phased construction project.

Present Situation

The Wheaton Public Library has begun a phased building expansion project that will impact its current telephone system and services.

Problems with the current telephone system and service configuration include:

- The current phone system is very old. It currently provides service for 29 telephones; plans for the newly expanded facility include approximately 72 phones. The current system may not be expandable to serve the additional telephone requirements and may not meet newer service requirements.
- Only five lines are currently connected to the phone system. The expanded system will require additional lines and possibly new service options.
- SBC's Internet T1 circuit recently doubled in cost. SBC is proposing a long-term contract for all local services that is confusing and does not appear to provide the savings being promised by the SBC sales representative.

Engagement Goals / Service Deliverables

Specific goals and service deliverables for this project include:

- Local and Long Distance Services: Analyze current and new carrier services.
 - Audit current SBC services – local services and Internet access costs.
 - Determine new network services (i.e., additional lines, direct-dialing, etc.) that may be desirable and/or required for the expanded facility.
 - Estimate the costs and savings opportunities with SBC and other possible providers for current and new services and provide a recommendation.
 - Analyze the Library's long distance costs and identify any cost-saving opportunities.
- Communications Needs Analysis: Determine the Library's communications requirements for the expanded facility.
 - Meet with Library personnel to discuss current and anticipated needs.
 - Analyze construction drawings for required and potential telephone locations, backbone communications wiring, telephone system cabling and telephone room provisions.
 - Discuss current and desired ways for Library patrons to communicate with the Library and staff, as well as internal communications needs within the facility.
 - Meet with Library information technology staff and planners to determine computer system and data network plans.
 - Analyze construction phasing and timelines in order to properly reflect the required installation services of the telephone system vendors.
- Telephone System:
 - Develop a preliminary system configuration that considers the quantities and types of telephones, outside lines, voicemail services, and all other technical requirements.
 - Consider telephone system alternatives and budgetary costs.
 - Develop budgetary financial projections for the telephone system alternatives.
 - Determine the proper acquisition strategy for the Library's telephone system in the expanded building – upgrade/expand current system, acquire new system, or other intermediate options.
- Financial Analysis: Develop and present a budgetary financial analysis that compares the operating, maintenance and lease costs of the current system to the anticipated costs for systems and services in the expanded facility. Purchase and lease options will be considered.
- Telephone system bidding:
 - Develop a bid or proposal document and recommend qualified vendors, based on the recommended plan for system upgrades and/or acquisitions.
 - Review, analyze and evaluate proposals and suppliers.
 - Meetings and discussions with Library team to narrow the selection process and work towards a decision.
 - Assist with the final decision and recommendation of the appropriate system and vendor.

PROJECT DELIVERY

Assigned Consultants

Douglas S. Johnson, Engagement Manager: Mr. Johnson will be the engagement manager for this project. Mr. Johnson will be responsible for all knowledge associated with the project, all content created, and the delivery of all reports and recommendations.

Mr. Johnson will assist the Library in the following areas:

- Financial analysis of the Library's current and projected telephone services and system acquisition costs.
- Needs assessment and development of a proposal or bid document for telephone systems and vendors.
- Evaluation of responding vendors and system capabilities.

Mr. Johnson will be on site to meet with Library users, technical staff, and telecommunications vendors and will interface with a variety of individuals to create quality deliverables.

Albert T. Chavoen: Mr. Chavoen will act as our technical consultant for cabling infrastructure, equipment room installation requirements, and any unique installation considerations.

Mr. Chavoen will assist the Library in the following areas:

- Identification of all system installation requirements through the review of construction diagrams, project timelines and cabling specifications.
- Development of a telephone system installation timeline that coincides with building construction plans.

Mr. Chavoen interfaces extremely well with architects, engineers, contractors, and vendor installation personnel and identifies the critical issues regarding the physical installation and maintenance of new voice and data communication equipment.

Proposed Activities

Services have been organized in the following two phases.

	<i>Target Completion Date</i>
<u>Phase 1: Needs Assessment and Financial Analysis</u>	5/30
<u>Phase 2: Bidding Documents and Evaluation of Responses</u>	7/31

Please refer to attached "Schedule 1 – Scope of Services" for detailed task descriptions, service hours and project costs.

Other Project Activities

- Regularly scheduled meetings with Library staff, City staff and construction management to work together in all aspects of the engagement.
- Off-site work, as needed, for document development, financial analysis and report development, with close interaction with all parties through telephone and email communications.
- Close communications will be maintained with Subject Matter Experts on the project to assure accuracy in project objectives, financial projections, and all project materials.

Assumptions

- Regular attendance at construction meetings is not required.
- Changes to telephone system wiring design or equipment room specifications are not anticipated; any substantial involvement in change requests is not included in the proposed service fees.
- General language not specifically relating to system and vendor requirements will be furnished by the City of Wheaton or its agents.

Fees and Terms

Indaplex will perform this engagement for a maximum fee of \$13,500, as detailed below.

Activity	Hours
Phase 1 – Needs Assessment	46
Phase 2 – Bidding Documents and Evaluation of Responses	44
Total hours	90
Total cost, at \$150/hour	\$13,500

1. Service costs are based on an hourly rate of \$150. The service scope should not exceed the hours and activities listed on the attached service schedule. In the event that the service scope or actual activities are less, the City of Wheaton will only be invoiced for the service hours that were used.
2. Invoices will be issued monthly and will include an itemized list of services for all consultants and activities.
3. Indaplex does not charge for local travel, local or long distance calls, any administrative services, or for any travel or expenses between Ohio and Chicago.
4. Service costs are based on estimates of the normal time necessary to complete the work presented in this proposal. Significant project delays due to factors beyond Indaplex's control may result in additional services and fees. The Wheaton Public Library will not be billed for additional services, however, unless they have been discussed beforehand. Additional requested work will also be discussed in advance and, if approved, will be billed at our normal rates.

SCHEDULE 1 - SCOPE OF SERVICES

Provided to: Wheaton Public Library

From: Indaplex, Inc.

Revised 4/21/05

SCOPE OF WORK -- Assigned TasksConsultants
DSJ ATC

PHASE ONE: NEEDS ASSESSMENT	Hours	
Project kick-off activities: Develop task list and project plan; coordinate SBC agency letter and records request; schedule meetings.	2	
Review electrical drawings, voice/data cable specification documents, and server room layout.		4
On-site meetings (1.5 days) 1) Telecom bill analysis 2) Needs analysis meetings: Meetings with Library staff 3) Technology meetings: Meet with Library IT staff to understand data network & other technology plans	12	2
Review and summarize SBC customer service records (CSR) of current local services; review SBC contract offer; contact other service providers for competitive quotes; summarize findings.	4	
Office work: Summarize findings to date, prepare and present draft summary report and preliminary financial analysis to task force.	6	2
Meeting with task force to present findings, including budgetary financial analysis of alternatives.	2	
Develop and submit final report for Phase One.	6	
Miscellaneous project related telephone calls, emails, and other related work.	3	3
Subtotal, hours by consultant, Phase 1	35	11
Total Hours	46	
Service Cost, Phase 1, @ \$150/hour	\$6,900	
PHASE TWO: BIDDING DOCUMENTS AND EVALUATION OF RESPONSES	Hours	
Write RFP or bid specification document, forward to Library task force for initial review.	8	2
Meeting - review RFP, discuss desirable bidders.	2	
Revisions to RFP, forward to Library for final approval and distribution.	4	
Responses to written vendor questions before proposal submission; issue addendums, if necessary.	2	
Initial review of responses, furnish Proposal Comparison Matrix.	4	
Detailed review of proposals.	5	
Meeting to review results, narrow choices, finalize selection criteria, assign tasks for additional research and follow-up, and schedule next meeting.	4	
Additional work: further proposal review, vendor contacts, schedule vendor visits for task force, additional research, client contacts, statistical analysis of finalists' proposals, and other follow-up.	5	
Final meeting	3	
Write final recommendation	2	
Miscellaneous project related telephone calls, emails, and other related work, Phase 2.	2	1
Subtotal, hours by consultant, Phase 2	41	3
Total Hours	44	
Service Cost, @ \$150/hour	\$6,600	
PROJECT TOTALS, PHASES 1 & 2	\$13,500	