



# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
www.orland-park.il.us

## Department Requested Action

File Number: 2009-0434

Introduced: 9/10/2009

Current Status: PASSED

Version: 1

Matter Type: MOTION

### ..Title

Telecommunication Fees Agreement - Contract Renewal Approval

### History

In 2008, the Village entered into a one year agreement with Call One to provide telecommunications services to the Village in the form of local calling service, long distance calling service, POTS lines, low baud circuits, digital voice circuits (ISDN-PRI), and Point to Point (T1) circuits. The one year agreement will expire in November, 2009.

The recommendation was based on Call One being awarded the telecommunications contract by the Suburban Purchasing Cooperative. The Suburban Purchasing Cooperative has again awarded the 2009 Telecommunications contract to Call One.

The renewal contract for the Village of Orland Park from Call One will provide for lower local and long distance calling rates and lower rates for POTS lines resulting in additional monthly savings of approximately \$900 based on a three year contract.

Over the past year the service and monthly billing from Call One has been excellent and the village has realized approximately \$72,000 dollars in savings over the previous carrier. Also, staff has been able to identify and eliminate under-utilized circuits and POTS lines resulting in additional savings of \$1,211 per month.

On September 14, 2009, this item was reviewed and approved by the Finance Committee and referred to the Board for approval.

### Financial Impact

Renewal of the agreement with Call One will result in an additional \$900 savings per month, or \$32,400 for a three year contract term.

### Recommended Action/Motion

I move to approve a three year contract with Call One for telecommunication services and authorize the Village Manager to execute the agreement.



## Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Orland Park  
Address 14700 Ravinia Ave  
City Orland Park ST IL ZIP 60462

### Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City	BTN
<u>14700 PARK LN; Flr 1</u>	<u>ORLAND PK</u>	<u>708-460-6590</u>
<u>14600 RAVINIA AV; Flr 1</u>	<u>ORLAND PK</u>	<u>708-349-7787</u>
<u>15540 WEST AV; Unit OB</u>	<u>ORLAND PK</u>	<u>708-226-0836</u>
<u>15100 RAVINIA AV; Flr 1</u>	<u>ORLAND PK</u>	<u>708-349-4111</u>
<u>15100 RAVINIA AV; Flr 1</u>	<u>ORLAND PK</u>	<u>708-403-7565</u>

See next page(s) for additional billing telephone numbers...

### Please check box to determine term and discount

- ☐ **1 Year** 5% discount on lines, features, and non-termed circuits
- ☐ **2 Year** 10% discount on lines, features, and non-termed circuits
- ☒ **3 Year** 15% discount on lines and features and 25% discount on non-termed circuits

### Usage Rates

Band A: 0.0085 \$/min  
Band B: 0.0180 \$/min  
Band C: 0.0180 \$/min

### Additional Service Rates

Outbound 1+ Interstate: 0.0290 \$/min  
Outbound 1+ In-state: 0.0290 \$/min  
Inbound 800/888 Interstate: 0.0290 \$/min  
Inbound 800/888 In-state: 0.0290 \$/min  
Calling Card(s)-Domestic: 0.1500 \$/min

<u>Authorized customer signature</u>	<u>Date</u>	<u>CallOne authorized signature</u>
<u>Print name</u>	<u>Title</u>	<u>Print name</u> <u>Date</u>

United Communication Systems, Inc.  
123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

**Service/Additional Terms (continued):**

**Additional Charges:** Member of SPC. \$14.12 per service order.

Line Base Rates per line:

Area A \$7.05, Area B \$9.19, Area C \$12.87.

36 Month Term SPC Promotion: Client to receive additional 5% discount on stated discounts of lines, features, and non-termed circuits going forward for the duration of the term. In addition, Call One will extend an additional 5% discount to line, feature, and non-termed low baud circuits for the previous 12 invoices. This will be issued as a one-time Promotional Credit.

RCF \$5.50 per path, Caller ID \$5.00 per line, Caller ID with name \$7.00 per line.

**Service/Additional Terms:**

Waive PICC fees.

*Customer initials* \_\_\_\_\_

*Call One initials* \_\_\_\_\_

**Billing Telephone Numbers (BTN) (continued):**

Physical Location	City	BTN
15100 RAVINIA AV; Flr 1	ORLAND PK	708-532-5780
15655 RAVINIA AV; Flr 1	ORLAND PK	708-403-6364
15655 RAVINIA AV; Flr 1	ORLAND PK	708-403-8798
15655 RAVINIA AV; Flr 1	ORLAND PK	708-460-2517
11351 159TH; Flr 1	ORLAND PK	708-364-7231
11351 W 159TH ST; Flr 1	HOMER GLEN	708-645-7529
8800 THISTLEWOOD LN; Flr 1	ORLAND PK	708-403-1412
8800 THISTLEWOOD LN; Flr 1	ORLAND PK	708-403-5298
8800 THISTLEWOOD LN; Flr 1	ORLAND PK	708-403-6365
14650 RAVINIA AV; Flr 1	ORLAND PK	708-403-8928
14415 BEACON AV	ORLAND PK	708-403-1252
14415 BEACON AV; Flr 1	ORLAND PK	708-403-6110
14415 BEACON AV; Flr 1	ORLAND PK	708-873-9430
14760 PARK LN	ORLAND PK	708-349-1402
14760 PARK LN; Unit ELVTR	ORLAND PK	708-460-3489
15520 WEST AV; Flr 1	ORLAND PK	708-364-1062
15520 WEST AV; Flr 1	ORLAND PK	708-364-1397
15520 WEST AV; Flr 1	ORLAND PK	708-403-6379
14600 RAVINIA AV; Flr 1	ORLAND PK	708-349-1796
14600 RAVINIA AV	ORLAND PK	708-364-1285
14600 RAVINIA AV	ORLAND PK	708-403-6136
15720 LA GRANGE RD; Flr 1	ORLAND PK	708-349-0447
10755 153RD; Flr 1	ORLAND PK	708-873-5244
10370 ORLAND PKWY; Flr 1	ORLAND PK	708-479-2473
9753 151ST	ORLAND PK	708-349-1536
14671 WEST AV; Flr 1	ORLAND PK	708-403-6292
8701 135TH; Flr 1	ORLAND PK	708-349-4180
15200 WOLF RD; Flr 1	ORLAND PK	708-349-8174
9450 SETON PL; Flr 1	ORLAND PK	708-349-8214
7405 TIFFANY DR; Flr 1	ORLAND PK	708-633-9127
14671 WEST AV; Flr 1	ORLAND PK	708-349-5391
14417 BEACON AV	ORLAND PK	708-403-6112
10000 CREEK RD	PALOS PK	708-671-1335
14750 PARK LN	ORLAND PK	708-364-0682
15658 HARLEM AV; Flr 1	ORLAND PK	708-429-9276
15045 WEST AV; Flr 1	ORLAND PK	708-403-6363
9200 151ST; Flr 1	ORLAND PK	708-403-6366

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

14817 WEST AV; Flr 1	ORLAND PK	708-403-6389
14700 RAVINIA AV; Flr 1; des lower level	ORLAND PK	708-R06-0761
15100 RAVINIA AV; Flr 1	ORLAND PK	708-R06-6677
14700 PARK LN; Flr 1	ORLAND PK	708-Z62-0227
15655 RAVINIA AV; Flr 1	ORLAND PK	708-Z62-1039
11351 159TH	ORLAND PK	708-Z99-2411
14650 RAVINIA AV	ORLAND PK	708-Z99-4499
14415 BEACON AV; Flr 1	ORLAND PK	708-Z62-0235
14600 RAVINIA AV	IL 60462	708-R07-0171
14600 RAVINIA AV	ORLAND PK	708-Z81-5018
15700 LA GRANGE RD; Flr 1	ORLAND PK	708-Z62-5019

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

# Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided. Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring required by customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside materials and wiring.
8. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
9. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
10. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
11. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



This Customer Service Agreement ("Agreement") by and between United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth in this Agreement.

**Billing Telephone Numbers (BTN) associated with this account:**

**Term Agreement:** 36 Months

### Additional Service Rates

**ISDN-PRI Monthly Charge: \$400.00**

**Quantity:** 3

**Installation per ISDN-PRI: \$2000 - WAIVED**

**Additional Charges:** Member of SPC. \$14.12 per service order.

Line Base Rates per line:

Area A \$7.05, Area B \$9.19, Area C \$12.87.

RCF \$5.50 per path, Caller ID \$5.00 per line, Caller ID with name \$7.00 per line.

**Service/Additional Terms:**

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

**Service/Additional Terms (continued):**

CIRCUIT ID #'S - DZZD.855833.001  
DZZD.855833.003  
DZZD.629004.001  
WAIVE PICC FEES

*Customer initials* \_\_\_\_\_  
*Call One initials* \_\_\_\_\_



# Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and Usage Rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and Usage Rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "**Third Party Commitment**") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent(50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges. In addition, Customer will be liable for an early termination usage penalty calculated as the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring required by Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside material and wiring.
8. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
9. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
10. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
11. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301