

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2008-0611

Multi Year:

Amount \$121,343.84

Contract Type:

Services

Contractor's Name:

Call One

Contractor's AKA:

Execution Date:

10/16/2008

Termination Date:

11/1/2009 *2012*

Renewal Date:

11/1/2009

Department:

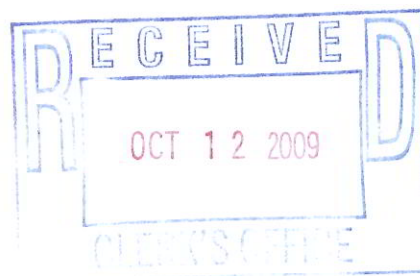
Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Local and Long Distance Phone rates

11/1/09 - renewal 3 years at 15% discount



Friday, October 09, 2009



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 Avenue
 City Orland Park ST IL ZIP 60462

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City	BTN
<u>14700 Ravinia Avenue</u>	<u>Orland Park</u>	<u>708-Z62-0227</u>
<u>14700 RAVINIA AV</u>	<u>ORLAND PK</u>	<u>708-R06-0761</u>
<u>15655 RAVINIA AV</u>	<u>ORLAND PK</u>	<u>708-Z62-1039</u>
<u>11351 159TH</u>	<u>ORLAND PK</u>	<u>708-Z99-2411</u>
<u>14650 RAVINIA AV</u>	<u>ORLAND PK</u>	<u>708-Z99-4499</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, features, and 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

Paul G. Grimes 9/28/09 *Chris S. ...*
 Authorized customer signature Date CallOne authorized signature
PAUL G. GRIMES Village Manager Chris S. ... 10-7-09
 Print name Title Print name Date

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.


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.

Village to receive 25% discount on low baud circuits only

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

Billing Telephone Numbers (BTN) (continued):

Physical Location	City	BTN
14415 BEACON AV	ORLAND PK	708-Z62-0235
14760 PARK LN	ORLAND PK	708-349-1402
15520 WEST AV	ORLAND PARK	708-R06-1143
14600 RAVINIA AV	ORLAND PARK	708-R07-0171
14600 RAVINIA AV	ORLAND PK	708-Z81-5018
14700 Ravinia Avenue	Orland Park	708-347-3720
15700 LA GRANGE RD	ORLAND PK	708-Z62-5019
15720 LA GRANGE RD	ORLAND PK	708-349-0447
15540 WEST AV	ORLAND PK	708-226-0836
15720 LA GRANGE RD	ORLAND PK	708-349-0447
14760 PARK LN	ORLAND PK	708-349-1402
14600 RAVINIA AV	ORLAND PK	708-349-1796
15100 RAVINIA AV	ORLAND PK	708-349-2065
14600 RAVINIA AV	ORLAND PK	708-349-3720
15100 RAVINIA AV	ORLAND PK	708-349-4111
8701 135TH	ORLAND PK	708-349-4180
15540 WEST AV	ORLAND PK	708-349-4487
14600 RAVINIA AV	ORLAND PK	708-349-4859
14671 WEST AV	ORLAND PK	708-349-5391
14600 RAVINIA AV	ORLAND PK	708-349-7787
15200 WOLF RD	ORLAND PK	708-349-8174
9450 SETON PL	ORLAND PK	708-349-8214
14750 PARK LN	ORLAND PK	708-364-0682
15520 WEST AV	ORLAND PK	708-364-1062
14600 RAVINIA AV	ORLAND PK	708-364-1285
15520 WEST AV	ORLAND PK	708-364-1397
11351 159TH	ORLAND PK	708-364-7231
14700 Ravinia Avenue	Orland Park	708-364-7920
14415 BEACON AV	ORLAND PK	708-403-1252
8800 THISTLEWOOD LN	ORLAND PK	708-403-1412
8800 THISTLEWOOD LN	ORLAND PK	708-403-5298
14700 Ravinia Avenue	Orland Park	708-403-6100
14415 BEACON AV	ORLAND PK	708-403-6110
14417 BEACON AV	ORLAND PK	708-403-6112
14600 RAVINIA AV	ORLAND PK	708-403-6136
14681 WEST AV	ORLAND PK	708-403-6292
15045 WEST AV	ORLAND PK	708-403-6363

Customer initials 

Call One initials 

15655 RAVINIA AV
8800 THISTLEWOOD LN
9200 151ST
15520 WEST AV
14817 WEST AV
15100 RAVINIA AV
15655 RAVINIA AV
14650 RAVINIA AV
15658 HARLEM AV
15655 RAVINIA AV
14760 PARK LN
14700 PARK LN
10370 ORLAND PKWY
15100 RAVINIA AV
7405 TIFFANY DR
11351 W 159TH ST
10000 CREEK RD
10755 153RD
14415 BEACON AV
15100 RAVINIA AV
14700 RAVINIA
14600 RAVINIA
14600 RAVINIA AV

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PALOS PK
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ORLAND PARK
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ORLAND PARK

708-403-6364
708-403-6365
708-403-6366
708-403-6379
708-403-6389
708-403-7565
708-403-8798
708-403-8928
708-429-9276
708-460-2517
708-460-3489
708-460-6590
708-479-2473
708-532-5780
708-633-9127
708-645-7529
708-671-1335
708-873-5244
708-873-9430
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708-Z03-6453
708-Z76-0685
708-Z25-4023

Customer initials

Call One initials

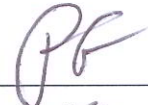
United Communication Systems, Inc.

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

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.
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

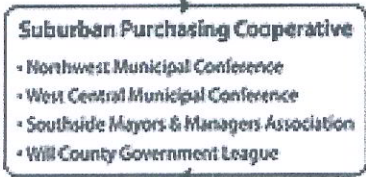


Call One initials



United Communication Systems, Inc.

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



ISDN-PRI Customer Service Agreement

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.

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>15100 RAVINIA AV</u>	<u>ORLAND PK</u>	<u>708-R06-6677</u>

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, features, and non-termed circuits

Usage Rates

Band A:	<u>0.0085</u>	\$/min
Band B:	<u>0.0180</u>	\$/min
Band C:	<u>0.0180</u>	\$/min

Additional Service Rates

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

ISDN-PRI Monthly Charge: \$400.00

Quantity: 1

Installation per ISDN-PRI: NO CHARGE

	<u>9/28/09</u>	
<small>Authorized customer signature</small>	<small>Date</small>	<small>CallOne authorized signature</small>
<u>PAUL G. GRIMES</u>	<u>VILLAGE MANAGER</u>	<u>Chris Smith</u>
<small>Print name</small>	<small>Title</small>	<small>Print name</small>
		<u>10-8-09</u>
		<small>Date</small>

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.

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 _____

Handwritten initials 'PG' and a signature 'ca' written over horizontal lines.

United Communication Systems, Inc.

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

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) 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.
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