

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
NOVEMBER 10, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
PRI Line Agreement and Addendum with Call One	✓ Resolution Ordinance Motion Discussion Only	Liangfu Wu Director of Information Services

SYNOPSIS

A resolution has been prepared to approve a three-year contract and addendum to lease two Primary Rate Interface (PRI) lines from Call One, Inc. as part of the telephone replacement project for a total cost of \$28,800 (or \$400 per line, per month).

STRATEGIC PLAN ALIGNMENT

The Five Year Plan Goals for 2008-2013 identified *Top Quality Village Infrastructure and Facilities*. An objective includes *Replace and Improve Village Facilities: Operating Efficiently, Promoting Productivity, and Supporting Effective Customer Friendly Services*.

FISCAL IMPACT

The proposed three-year PRI line lease agreement cost of \$28,800 would be paid through savings achieved in the General Fund from the purchase of the new phone system, which are anticipated to total at least \$82,000 per year.

RECOMMENDATION

Approval on the November 17, 2009 consent agenda.

BACKGROUND

The proposed agreement is a subsequent contract related to the Village's telephone replacement project. As reported to the Village Council on October 27, 2009, two PRI lines are required to support the VoIP solution. Most of the financial savings from these PRI lines result from the reduction in the number of individual line charges. The current system consists of 241 phone lines, compared with a new VoIP system which utilizes a different type of connection called primary rate interface (PRI). Each PRI line supports 23 active phone connections. Based on current usage, the Village would require only two PRI's with a new VoIP system. The table below was presented to the Village Council during the October 27, 2009 meeting and summarizes staff's initial projections for savings to be achieved as a result of the new phone system:

Line Cost Savings Summary

ITEMS	ANNUAL TOTAL
OLD CENTREX LINE COST	\$88,865
VOIP LINE COSTS	
2 PRI Lines @ \$450/each/month	\$10,800
10 POTS lines for backups & VOC @ \$21.95/month	\$2,634
Subtotal:	\$13,434
TOTAL ANNUAL SAVINGS (LINE COST ONLY):	\$75,431

Please note that this replacement only addresses the telephone usage. There are additional telephone lines required to support other types of usage such as fire alarms, traffic signals, EOC, etc. These lines will be maintained and are not reflected in this financial analysis.

As the table above indicates, staff initially anticipated a PRI phone line cost of \$450 per month, per line, resulting in an annual cost of \$10,800 for the two PRI phone lines. However, the proposed three year agreement offers a lower monthly rate of \$400 per month, per PRI line, resulting in a total annual cost of \$9,600. Under the proposed three-year term, the total agreement amount would be \$28,800, which represents a total savings of \$3,600 compared to staff's initial projections.

ATTACHMENTS

Call One agreement

Resolution

Addendum



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 Villaeg of Downers Grove
 Address 801 Burlington Ave.
 City Downers Grove ST IL ZIP 60515

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City	BTN
<u>801 Burlington Ave</u>	<u>Downers Grove</u>	<u>New-Ins-tall</u>
<u>5101 Walnut</u>	<u>Downers Grove</u>	<u>New-Ins-tall</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: 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

ISDN-PRI Monthly Charge: \$400.00

Quantity: 2

Installation per ISDN-PRI: \$2000 - WAIVED

Authorized customer signature

Print name

Date

Title

CallOne authorized signature

Print name 11-6-09

Date

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.

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

Service/Additional Terms:

Please provision for trunk overflow, same central office

Customer initials _____

Call One initials *CB*

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A CUSTOMER SERVICE
AGREEMENT AND ADDENDUM AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND UNITED COMMUNICATION SYSTEMS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”) and Addendum Agreement (the “Addendum”), between the Village of Downers Grove (the “Customer”) and United Communication Systems, Inc. d/b/a Call One (“Call One”), for a three-year contract and addendum to lease two Primary Rate Interface (PRI) lines as part of the telephone replacement project, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

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ADDENDUM A TO ISDN-PRI CUSTOMER SERVICE AGREEMENT

The following terms and conditions shall apply to the Agreement dated *November 6, 2009* by and between United Communications Systems, Inc. d/b/a Call One ("CALL ONE") and the Village of Downers Grove ("CUSTOMER"):

1. VILLAGE ORDINANCES

1.1 CALL ONE will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

2.1 CALL ONE is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

3.1 To the fullest extent permitted by law, CALL ONE shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of CALL ONE, its employees, or its subcontractors, and CALL ONE, its employees, or its subcontractors, and CALL ONE shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, CALL ONE shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring CALL ONE to indemnify the Village for its own negligence. CALL ONE shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of CALL ONE, its employees, or its Subcontractors.

4. NONDISCRIMINATION

4.1 CALL ONE shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, CALL ONE certifies that it is an "equal opportunity employer" as defined by Section 900(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11247 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 7.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

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- 4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. CALL ONE shall comply with standards set forth in Title VII of the Civil Rights Act of 1974, 42 U.S.C. Secs. 900 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

5. SEXUAL HARASSMENT POLICY

- 5.1 CALL ONE, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes CALL ONE's internal complaint process including penalties;
- 5.1.5 Describes the legal recourse, investigative and complaint process available to CALL ONE's employees; and
- 5.1.7 Describes the protection against retaliation afforded to CALL ONE's employees.

7. EQUAL EMPLOYMENT OPPORTUNITY

- 7.1 In the event of CALL ONE'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"), CALL ONE 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 regulation. During the performance of this contract, CALL ONE agrees as follows:

- 7.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; 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.
- 7.1.2 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 and Regulations) 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.
- 7.1.3 That, in all solicitations or advertisements for employees placed by it or on its

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behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

- 7.1.4 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 CALL ONE's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CALL ONE in its efforts to comply with such Act and Rules and Regulations, the CALL ONE will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - 7.1.5 That it will submit reports as required by the Department's Rules and Regulations, 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 and Regulations.
 - 7.1.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - 7.1.7 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, CALL ONE 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 CALL ONE 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 subdivision or municipal corporations.
7. **DRUG FREE WORK PLACE**
CALL ONE, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 7.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or CALL ONE's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3)

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Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 7.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or CALL ONE's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. **PATRIOT ACT COMPLIANCE**

CALL ONE represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CALL ONE further represents and warrants to the Village that CALL ONE and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CALL ONE hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's

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fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

9.1 Prior to starting the work, CALL ONE and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by CALL ONE or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$1,000,000	Each Claim
	\$1,000,000	Annual Aggregate
Umbrella Liability	\$ 3,000,000	

9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"

9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

9.4 Workers Compensation coverage shall include a waiver of subrogation against the

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Village.

- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.7 CALL ONE and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any CALL ONE or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 9.7 CALL ONE and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the CALL ONE or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the CALL ONE or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise CALL ONE or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the CALL ONE or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, CALL ONE or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work

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under the Contract Documents. CALL ONE and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the CALL ONE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. COPYRIGHT/PATENT INFRINGEMENT

- 10.1 The CALL ONE agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the CALL ONE that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

11. COMPLIANCE WITH OSHA STANDARDS

- 11.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

12. CERCLA INDEMNIFICATION

- 12.1 In the event this is a contract that has environment aspects, CALL ONE shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9701, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded CALL ONE, both before and after its disposal.

13. CAMPAIGN DISCLOSURE

- 13.1 Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 13.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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- 13.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 13.4 By signing the bid documents, CALL ONE agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

14. SUBLETTING OF CONTRACT

- 14.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve CALL ONE from their obligation or change the terms of the contract.

15. TERM OF CONTRACT

- 15.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

16. TERMINATION OF CONTRACT

- 16.1 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded CALL ONE, in the event of default by the Awarded CALL ONE. Default is defined as failure of the Awarded CALL ONE to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded CALL ONE fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded CALL ONE shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded CALL ONE. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded CALL ONE.

17. BILLING & PAYMENT PROCEDURES

- 17.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to

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the CALL ONE within 70 days of receipt of a proper bill or invoice. If payment is not issued to the CALL ONE within this 70 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 70 day period, until final payment is made.

- 17.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify CALL ONE requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 17.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 89 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 17.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL. 60515.

18. RELATIONSHIP BETWEEN CALL ONE AND THE VILLAGE

- 18.1 The relationship between the Village and the CALL ONE is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

19. STANDARD OF CARE

- 19.1. Services performed by CALL ONE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 19.2 If the CALL ONE fails to meet the foregoing standard, CALL ONE will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by CALL ONE's failure to comply with the above standard and reported to CALL ONE within one (1) year from the completion of CALL ONE's services for the Project.
- 19.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by CALL ONE during construction or equipment installation or the furnishing of Project representatives shall not make CALL ONE responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s)' failure to perform its work in accordance with contract documents.

Village of Downers Grove

20. GOVERNING LAW

20.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

21. SUCCESSORS AND ASSIGNS

21.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The CALL ONE will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub CALL ONES.

22. WAIVER OF CONTRACT BREACH

22.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

23. AMENDMENT

23.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

24. CHANGE ORDERS

24.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

24.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 513/1)

25. SEVERABILITY OF INVALID PROVISIONS

25.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

26. NOTICE

26.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the

Village of Downers Grove

party's place of business. Notices shall be addressed to the Village as follows:

Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 7057

And to CALL ONE:

As designated below

CALL ONE:	
<u>Call One</u> Company Name	Date: <u>11-6-09</u>
<u>123 N. Walker Pr Fl 7</u> Street Address of Company	<u>jwaxman@callone.com</u> Email Address
<u>Chicago IL 60606</u> City, State, Zip	<u>Joey Waxman</u> Contact Name (Print)
<u>312-681-8300</u> Business Phone	<u>312-225-5063</u> 24-Hour Telephone
<u>312-681-8301</u> Fax	<u>[Signature]</u> Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Chris Surbanik, President</u> Print Name & Title
<u>Clinton James</u> Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

ATTEST:

Signature of Village Clerk

Village of Downers Grove

Date

Date



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$700 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|--|
| Individual | Limited Liability Company - Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: [Signature] DATE: 11-6-09

CALL ONE'S CERTIFICATION (page 1 of 3)

With regard to _____, CALL ONE _____ hereby certifies
(Name of Project) (Name of CALL ONE)
the following:

1. CALL ONE is not barred from bidding this contract as a result of violations of Section 79 ILCS 5/33E-3 (Bid Rigging) or 79 ILCS 5/33E-4 (Bid-Rotating);
2. CALL ONE certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. CALL ONE further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that CALL ONE is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. CALL ONE further certifies that if it owes any tax payment(s) to the Department of Revenue, CALL ONE has entered into an agreement with the Department of

CALL ONE'S CERTIFICATION

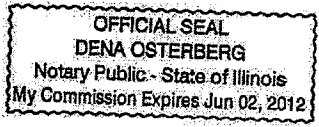
Revenue for the payment of all such taxes that are due, and CALL ONE is in compliance with the agreement.

BY: [Signature]
CALL ONE's Authorized Agent

36-3832265

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 6 day of November, 2009

[Signature]
Notary Public)

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) Corporation

The CALL ONE is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of United Communications Systems For the Call One, and the full names of its Officers are as follows:

President: Chris Sodermik

Secretary: Vincent James

Treasurer: Hartha Zayas

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

CALL ONE'S CERTIFICATION

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____

5: Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Village of Downers Grove

Insurer's Name The Hartford

Agent Associated Agents Inc

Street Address 1701 Golf Rd, Tower 3, 7th Fl.

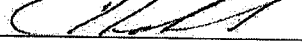
City, State, Zip Code Rolling Meadows, IL 60008-4267

Telephone Number 847-427-8400

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Call One

Print Name and Title of Authorizing Signature: Chris Sushenik, President

Signature: 

Date: 11-6-09

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Call One

Address: 123 N. Walker Dr. #7

City: Chicago Zip Code: 60606

Telephone: (312) 681-8300 Fax Number: (312) 681-8301

E-mail Address: csurdamit@callone.com

Authorized Company Signature: [Signature]

Village of Downers Grove

Print Signature Name: Chris Szusterman Title of Official: President

Date: 11-6-09

Campaign Disclosure Certificate

Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

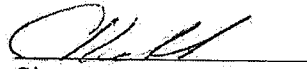
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, CALL ONE agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature


Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name