

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
11/5/2019

SUBJECT:	SUBMITTED BY:
First Communications Telecommunications Agreement	Dave Kenny Director, Information Technology

SYNOPSIS

A resolution has been prepared approving a three-year contract renewal with First Communications of Akron, Ohio for a for 801 Burlington Avenue and 5101 Walnut Avenue for a total amount of \$54,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The annual cost for these services are \$18,000. The Proposed FY20 Budget includes \$19,529 in the General Fund for this contract.

RECOMMENDATION

Approval on the November 5, 2019 consent agenda.

BACKGROUND

Primary Rate Interface (PRI) is a telecommunications interface standard used on an Integrated Services Digital Network (ISDN) for carrying multiple voice and data transmissions. PRI circuits are known as “trunks” or “trunking circuits” in telephony jargon. A trunk is a communications line or link designed to carry multiple signals simultaneously to provide network access between two points. The Village’s current Voice over Internet Protocol (VoIP) telephone systems use two PRI circuits to handle its telephone traffic.

This resolution will renew the PRI service for a period of three-years, under the same terms negotiated in 2016. There is a modest cost reduction when compared to the current rates and usage (approximately \$400.00 savings per year).

ATTACHMENTS

Resolution
Contract Documents

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF
AN AMENDMENT AND EXTENSION TO THE AGREEMENTS
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
FIRST COMMUNICATIONS**

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 an Amendment and Extension (the "Agreement"), between the Village of Downers Grove ("Customer") and First Communications, LLC ("Company"), for ISDN-PRI telecommunication services at 801 Burlington Avenue and 5101 Walnut Avenue, as set forth in the form of the Agreement 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, 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.

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



SERVICE ORDER

Order Type : New

Local Sales Code 1 : _____

Local Sales Code 2 : _____

Customer Information

Company Name : Village of Downers Grove

Sales Executive Information

Sales Executive : Patrick Cupp

Phone : 3126734105

E-Mail : pcupp@firstcomm.com

Billing :

Fed. Tax ID Number : _____

Federal Tax Exempt ID : _____

State Tax Exempt ID : _____

Monthly Billing Preference : U.S. Mail

Existing Account Number if applicable : _____

Parent Account Number if applicable : _____

Contract:

Contract Term (yrs) : 3

801 BURLINGTON AVE, DOWNERS GROVE, IL 60515

Voice Services		Unit Price	QTY	Monthly	
FirstConnect T1 v4- ISDN PRI		\$155.00	1	\$155.00	
20 DID Block up to 2		\$0.00	2	\$0.00	
20 DID Block 3+		\$3.50	28	\$98.00	
Toll Minute Bundle 1,500		\$20.00	1	\$20.00	
Installation Services		Unit Price	QTY	One-Time	
First Connect T1 - PRI Install		\$0.00	1	\$0.00	
20 DID Block Waive Install		\$0.00	1	\$0.00	
Surcharges		Unit Price	QTY	Monthly	
Federal ARA		\$25.00	1	\$25.00	
Carrier Line Charge		\$21.25	1	\$21.25	
EUCL		\$46.95	1	\$46.95	
Site Total		Monthly	\$366.20	One-Time	\$0.00
Order Totals		Monthly	\$366.20	One-Time	\$0.00



SERVICE ORDER

Contact Type 1 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : <u>Yes</u>
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : <u>Yes</u>
Alt Phone : _____	View/Pay Bills : <u>Yes</u>
E-Mail : _____	View/Update Repair Tickets : <u>Yes</u>
	Access Performance Management Portal : <u>Basic View</u>

Contact Type 2 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : <u>Yes</u>
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : <u>Yes</u>
Alt Phone : _____	View/Pay Bills : <u>Yes</u>
E-Mail : _____	View/Update Repair Tickets : <u>Yes</u>
	Access Performance Management Portal : <u>Basic View</u>

Contact Type 3 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : <u>Yes</u>
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : <u>Yes</u>
Alt Phone : _____	View/Pay Bills : <u>Yes</u>
E-Mail : _____	View/Update Repair Tickets : <u>Yes</u>
	Access Performance Management Portal : <u>Basic View</u>

Contact Type 4 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : <u>Yes</u>
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : <u>Yes</u>
Alt Phone : _____	View/Pay Bills : <u>Yes</u>
E-Mail : _____	View/Update Repair Tickets : <u>Yes</u>
	Access Performance Management Portal : <u>Basic View</u>



SERVICE ORDER

By signing this Service Order, Customer is ordering the Services set forth herein and agreeing to the following terms and conditions applicable to the specified Services, all of which are incorporated herein by reference as if fully set forth herein and which form an integral part of Customer's Agreement with Company: (i) Master Services Agreement; (ii) applicable Service Terms and/or Service Level Agreement, if any; (iii) First Communications, LLC ("Company") Terms and Conditions of Business Services, which can be found at www.firstcomm.com ("T&Cs"); and (iv) any applicable rates, tariffs and/or price/service guides, which may also be found at www.firstcomm.com. Defined terms used herein and not defined shall have the meanings given to them in the T&Cs. Customer agrees to pay for all Services ordered or otherwise used or provided, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, surcharges, and any other fees charged by Company, including those in the applicable tariff and/or rate guide. Customer acknowledges and agrees that it has read and agrees to be bound by this Service Order and all applicable agreements and terms described above. Customer authorizes Company to obtain any credit information and/or customer proprietary network information (CPNI) necessary to provision Services and to establish or maintain Customer's account and acknowledges that provision of Services hereunder is subject to a Customer credit check satisfactory to Company in its sole discretion; and hereby also authorizes the release of such information by any third parties to Company. Customer may be required to complete Company's Credit Application to commence the required credit check, and if required, but Customer fails to do so, Customer will be in breach of the Agreement. Customer understands that number and/or IP assignments are not guaranteed and the Agreement is not conditioned upon availability or provisioning of any such number/IP assignment. Customer has provided, and upon request will provide, Company with a valid Letter of Authorization, Letter of Agency, and/or Change of Responsible Organization for all applicable Services ordered. Any changes in the Services ordered (e.g., adding/deleting/replacing lines, equipment or licenses, increasing bandwidth, length of term, software installations or upgrades etc.) will alter the pricing set forth herein, and all such changes shall be subject to the terms of the Agreement under this Service Order regardless of whether they are made by Amendment or otherwise changed in connection with provisioning or delivery of the Services. The parties agree that any change within ten percent of the value signed for herein by Customer will be binding upon Customer and will not be deemed a material change. Customer is responsible for identification and payment of any termination fees to any third party that may apply when switching to Company's Services. By signing below, the undersigned represents that he/she is authorized to enter into the Agreement on behalf of Customer.

Agreed to on behalf of CUSTOMER by:

Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Agreed to on behalf of FIRST COMMUNICATIONS, LLC by:Name: Jill LukowiczTitle: ManagerAuthorized Signature: [Signature]Date: 10/30/19



SERVICE ORDER

Order Type : New

Local Sales Code 1 : _____

Local Sales Code 2 : _____

Customer Information

Company Name : Village of Downers Grove

Sales Executive Information

Sales Executive : Patrick Cupp

Phone : 3126734105

E-Mail : pcupp@firstcomm.com

Billing :

Fed. Tax ID Number : _____

Federal Tax Exempt ID : _____

State Tax Exempt ID : _____

Monthly Billing Preference : U.S. Mail

Existing Account Number if applicable : _____

Parent Account Number if applicable : _____

Contract:

Contract Term (yrs) : 3

5101 WALNUT AVE, DOWNERS GROVE, IL 60515

Voice Services		Unit Price	QTY	Monthly	
FirstConnect T1 v4- ISDN PRI		\$155.00	1	\$155.00	
Toll Minute Bundle 1,500		\$20.00	1	\$20.00	
20 DID Block up to 2		\$0.00	2	\$0.00	
Usage Rates		Unit Price	QTY	Rate/Min	
1,500 LD Minutes, \$0.029/min thereafter		\$0.0290	1	\$0.0290	
Installation Services		Unit Price	QTY	One-Time	
First Connect T1 - PRI Install		\$0.00	1	\$0.00	
20 DID Block Waive Install		\$0.00	1	\$0.00	
Surcharges		Unit Price	QTY	Monthly	
Federal ARA		\$25.00	1	\$25.00	
Carrier Line Charge		\$21.25	1	\$21.25	
EUCL		\$46.95	1	\$46.95	
Site Total		Monthly	\$268.20	One-Time	\$0.00
Order Totals		Monthly	\$268.20	One-Time	\$0.00



SERVICE ORDER

Contact Type 1 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : Yes _____
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : Yes _____
Alt Phone : _____	View/Pay Bills : Yes _____
E-Mail : _____	View/Update Repair Tickets : Yes _____
	Access Performance Management Portal : Basic View _____

Contact Type 2 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : Yes _____
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : Yes _____
Alt Phone : _____	View/Pay Bills : Yes _____
E-Mail : _____	View/Update Repair Tickets : Yes _____
	Access Performance Management Portal : Basic View _____

Contact Type 3 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : Yes _____
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : Yes _____
Alt Phone : _____	View/Pay Bills : Yes _____
E-Mail : _____	View/Update Repair Tickets : Yes _____
	Access Performance Management Portal : Basic View _____

Contact Type 4 : Primary Customer Contact

Name : , _____	Access to Customer Management Portal : Yes _____
Title : _____	Preferred Login : _____
Phone : _____	Administer Customer Management Portal Users : Yes _____
Alt Phone : _____	View/Pay Bills : Yes _____
E-Mail : _____	View/Update Repair Tickets : Yes _____
	Access Performance Management Portal : Basic View _____



SERVICE ORDER

By signing this Service Order, Customer is ordering the Services set forth herein and agreeing to the following terms and conditions applicable to the specified Services, all of which are incorporated herein by reference as if fully set forth herein and which form an integral part of Customer's Agreement with Company: (i) Master Services Agreement; (ii) applicable Service Terms and/or Service Level Agreement, if any; (iii) First Communications, LLC ("Company") Terms and Conditions of Business Services, which can be found at www.firstcomm.com ("T&Cs"); and (iv) any applicable rates, tariffs and/or price/service guides, which may also be found at www.firstcomm.com. Defined terms used herein and not defined shall have the meanings given to them in the T&Cs. Customer agrees to pay for all Services ordered or otherwise used or provided, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, surcharges, and any other fees charged by Company, including those in the applicable tariff and/or rate guide. Customer acknowledges and agrees that it has read and agrees to be bound by this Service Order and all applicable agreements and terms described above. Customer authorizes Company to obtain any credit information and/or customer proprietary network information (CPNI) necessary to provision Services and to establish or maintain Customer's account and acknowledges that provision of Services hereunder is subject to a Customer credit check satisfactory to Company in its sole discretion; and hereby also authorizes the release of such information by any third parties to Company. Customer may be required to complete Company's Credit Application to commence the required credit check, and if required, but Customer fails to do so, Customer will be in breach of the Agreement. Customer understands that number and/or IP assignments are not guaranteed and the Agreement is not conditioned upon availability or provisioning of any such number/IP assignment. Customer has provided, and upon request will provide, Company with a valid Letter of Authorization, Letter of Agency, and/or Change of Responsible Organization for all applicable Services ordered. Any changes in the Services ordered (e.g., adding/deleting/replacing lines, equipment or licenses, increasing bandwidth, length of term, software installations or upgrades etc.) will alter the pricing set forth herein, and all such changes shall be subject to the terms of the Agreement under this Service Order regardless of whether they are made by Amendment or otherwise changed in connection with provisioning or delivery of the Services. The parties agree that any change within ten percent of the value signed for herein by Customer will be binding upon Customer and will not be deemed a material change. Customer is responsible for identification and payment of any termination fees to any third party that may apply when switching to Company's Services. By signing below, the undersigned represents that he/she is authorized to enter into the Agreement on behalf of Customer.

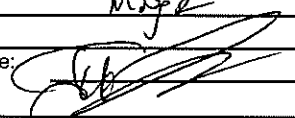
Agreed to on behalf of CUSTOMER by:

Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Agreed to on behalf of FIRST COMMUNICATIONS, LLC by:Name: Jill WekowiczTitle: MgrAuthorized Signature: Date: 10/30/19



Amendment

This is an amendment ("Amendment") to the new Service Orders dated _____, 2019 by and between **First Communications, LLC** ("Company") and **Village of Downers Grove** ("Customer") with locations identified herein. The effective date of this Amendment shall be the later of the dates signed by Customer and Company below.

RFQ #	Locations
3956178617	5101 Walnut Ave, Downers Grove, IL 60515
2487030343	801 Burlington Ave, Downers Grove, IL 60515

This Amendment is in addition to Service Orders RFQ #3956178617 and RFQ #2487030343, and incorporated by reference herein as if fully set forth in such Service Orders. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the new Service Orders and Agreement as follows:

Service Orders

The new Service Orders shall be governed by the terms and conditions of the current Service Order Forms and Amendment between the parties, DOE #2016-79 and DOE #2016-80 dated December 26, 2016, also including the Terms and Conditions of Business Services, along with any other related applicable documents, collectively the "Agreement." Notwithstanding the foregoing, the terms set forth in the new Service Orders with respect to Contract Term, Service description and pricing shall control with respect to the specific Services set forth on such Service Orders and the existing Services provided under DOE #2016-79 and DOE #2016-80 shall be replaced upon installation of the FirstConnect T1 v4-ISDN PRI Services covered under these Service Orders, RFQ #3956178617 and RFQ #2487030343. Except as set forth herein, the terms and conditions of the existing Service Order Forms, DOE #2016-79 and DOE #2016-80, between the parties shall remain in full force and effect. All defined terms used in this Amendment shall have the meanings given to them in the Agreement.

If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Service Orders, the Agreement or any prior orders, addenda or amendments thereto, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Service Orders and the Agreement and any prior orders, addenda or amendment thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

The undersigned hereby represent and warrant that they are duly authorized to execute this Amendment and have fully read and understand the terms and conditions.

Village of Downers Grove

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

First Communications, LLC

Authorized Signature:  _____

Printed Name: Jill Witek

Title: Mgr

Date: 10/30/19