

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
BIDS AND PROPOSALS**

TO: President and Village Board of Trustees
FROM: David A. Hulseberg, Village Manager
DATE: June, 8 2010 Agenda Date: June, 17 2010
TITLE: Telephone service provider 3 year contract
SUBMITTED BY: Larry Mcghinnis, I.T. Manager

RESULTS:

Date Bids Were Published: / / Date Bidding Closed: / /
Total Number of Bids Received

Total Number of Bidders Meeting Specifications Yes No

Bid Security Required Yes No

Performance Bond Required Yes No

Were Any Bids Withdrawn Yes No

Explanation Yes No

If yes, explain:

Waiver of Bids Requested? Yes No

If yes, explain: Current vendor with the lowest quote.

Award Recommended to Lowest Responsible Bidder Yes No

If no, explain:

FISCAL IMPACT:

Funding for this project would come from the general fund.

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes No

If yes, was quality of work acceptable

Yes No

Was item bid in accordance with Public Act 85-1295?

Yes No

Waiver of bids - Public Act 85-1295 does not apply

Yes No

REVIEW (as needed):

Finance Director XX *[Signature]*
Village Manager XX *[Signature]*

Date 6/9/10
Date 6-9-10

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.



To: Tim Sexton
Director of Finance

From: Larry McChinnis
I.T. Manager

Date: June 8, 2010

Subject: Phone Service Contract with Cimco

The three-year contract for phone services with Cimco has expired. In March I started investigating and negotiating for a new phone service contract. I obtained proposals from Call One and Cimco. I also looked into including AT&T, however approximately 60% of the Village's phone numbers would need to be changed if we went to AT&T. And since Call One is a direct reseller of AT&T, this would also be redundant. Both proposals from Cimco and Call One covered costs for 3 PRI lines, DID numbers, POTS lines, usage charges, caller ID costs, Fire circuits, DuComm circuits and traffic signal circuits. Initially Call One was less expensive than Cimco by about \$500.00 a month, due to the fact that they do not charge state and local tax on their bills. A switch to Call One would require new PRI lines, new POTS lines and possibly a change in some of the Fire and DuComm circuits. I estimated this cost to be approximately \$1500-2000. There would also be some down time in making the switch from one carrier to the next.

In addition, there are service issues related to switching to Call One or AT&T. Currently, Cimco monitors our PRI lines, and they know if there is a problem before we do and they proceed with switching us over to another line to avoid phone interruptions. AT&T does not monitor the lines; therefore we have to wait until we have a problem, and then call AT&T to request that they work on fixing this problem. This process may take some time, and since the phones are extremely important to keep operational, IT felt that this would be an issue.

Since the tax concern was the issue holding up a decision, Cimco has lowered their pricing below Call One, including the taxes. Cimco is looking into whether they can discontinue paying the state and local taxes like Call One. If this should happen our costs will be reduced by \$200 to \$300. Overall, our costs would decrease from our previous contract by about 10-15%, depending on usage.

Therefore, IT requests that the Village Board waive bids and award a three-year contract to CIMCO Communications, Inc.

CIMCO Service Agreement
CIMCO, A Division of Comcast Business Services
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788

Customer: **Village of Lombard**

Address: **255 E Wilson Ave**

City: **Lombard** State: **IL** ZIP: **60148**

This Agreement authorizes CIMCO, A Division of Comcast Business Services, (hereinafter referred to as "CIMCO"), in accordance with the terms and conditions herein set forth of this Agreement, to provide Communication Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as "Customer").

1. CIMCO will provide Services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No.1, Service Offering No. 2, ICC Tariff No. 4 and 7 and will arrange all functions required to transfer the Customer's Services, as follows:

2. Customer is responsible for all telephone calls placed from the telephone numbers (ANI) designated under Services. Customer is responsible for all contract liability incurred from previous carrier. Customer understands and agrees that invoices are payable upon receipt. In the event that payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois.

3. Customer agrees to subscribe to Services for a **36** month consecutive term and shall automatically renew for consecutive **month-to-month** terms, unless written notice of non-renewal is sent, by either party, within sixty (60) days prior to the end of the term. For new Services, the term shall commence on the installation date of Services. For renewed Services, the term shall commence on the effective date, defined as the date Customer signs and submits the Service's orders and terms and conditions to CIMCO. Customer's Notice of Non-Renewal must be sent to CIMCO: CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. If after the time CIMCO begins providing Service to Customer, Customer terminates this Agreement, or transfers part or all of its usage from CIMCO to another carrier prior to the end of the term of this Agreement or the end of any renewal term, then Customer shall pay to CIMCO, as liquidated damages and not as a penalty, 50% of Customer's average monthly usage, lines and features on the CIMCO program times the number of months remaining of such term. Customer agrees that the damage CIMCO will suffer as a result of such termination will be difficult to measure, and that the sum set forth above is a reasonable estimate of the amount of damage that CIMCO would be anticipated to suffer in such event.

4. In the event Customer determines that the quality of the network transmission purchased from CIMCO herein does not satisfy such Customer's quality standards for performance of network services, then the Customer must notify CIMCO of such dissatisfaction in writing, sending by US Postal Service via certified mail with return receipt requested. CIMCO will have thirty (30) days to rectify the problem in accordance with Industry Standards. Customer's Notice of Dissatisfaction must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. In the event CIMCO cannot rectify the problem in accordance with Industry Standards, Customer may terminate Services with CIMCO without further liability, except for payment in full for all usage and charges associated with Services provided in accordance with this Agreement.

5. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Services and that CIMCO will incur expense in reliance upon Customer's commitment for the Services. Customer agrees that if Customer cancels this order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to so incur. Therefore, if Customer cancels this order prior to the time CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO in the amount of the out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty.

6. The Customer guarantees payment of all monies due CIMCO or its assignee, as a result of any account established for Customer and/or its subsidiaries. Further, Customer guarantees that all statements made herein are true and correct to the best of Customer's knowledge. Finally, Customer authorizes the release of credit and financial information to CIMCO by Customer's bank and other references.

7. This signed Agreement and any other documents transmitted by fax machine and E-Signature shall be treated in all manner and respects as an original document. Any such document shall be considered to have the same binding legal effect as an original document.

8. CIMCO calling cards and Services have safeguards that report excessive use. Notwithstanding, Customer remains fully responsible for all charges arising from and in connection with the use of such cards and Services until fraud is detected and blocked. Customer will be responsible for all charges to all such cards and Services and agrees that said charges will be paid in a timely manner. Until Customer notifies CIMCO to close such cards and Services, all charges are presumed to be authorized by Customer.

9. CONFIDENTIAL INFORMATION - Terms and conditions of this Agreement and all documents referenced herein, communication between the parties regarding this Agreement or the Services to be provided hereunder, as well as such information and price quotes relevant to any other Agreement between the parties are Confidential between Customer and CIMCO and shall not be disclosed by Customer to any third party.

10. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing by US Postal Service, by certified mail with return receipt requested.

In no event shall CIMCO be liable for general, special, punitive, consequential or incidental damages of any character as a result of the services provided by or not provided by CIMCO. CIMCO disclaims any implied warranties regarding the Services.

The undersigned hereby agrees to the terms and conditions set forth herein and are duly authorized to execute this Agreement.

Customer: _____
Sales Representative: **Michael J. Hanley**
CIMCO, A Division of Comcast Business Services
By: _____
Print Name: _____
Title: _____
Date: _____



Telephone Number: _____

Contact: _____

Local Service

Long Distance Service

Date: _____

Title: _____

Print Name: _____

By: _____

Company: _____

Sales Representative: _____

CIMCO, A Division of Comcast Business Services

The undersigned hereby agrees to the terms and conditions set forth herein and is duly authorized to execute this Agreement. CIMCO shall not be liable for any general, special, indirect, incidental or consequential damages of any character as a result of the services provided by or not provided by CIMCO. This signed Agreement and any other documents transmitted by fax machine or E-signature shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.

Customer Initials Required _____ (Enter N/A if this is not an application needing fiber.)

If determined there is no additional charge to the customer for the special construction build then quote ID **N/A** will continue to process as a valid order.

10. The Customer has the option to cancel the order for quote ID **N/A** for a fiber application (DS3, GigEPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and the Customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts the customer.

9. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal Service, by certified mail with return receipt requested.

If Customer disconnects any or all Long Distance Circuits prior to the end of the term of this agreement, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing changes shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its monthly commitment. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal Service, by certified mail with return receipt requested.

B. LONG DISTANCE CIRCUIT Termination:
 If Customer disconnects any or all Local Circuits prior to the end of the term of this agreement, Customer agrees to pay an early termination charge equal to fifty percent (50%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal Service, by certified mail with return receipt requested.

8. Customer requesting termination of a circuit prior to the expiration date of the 36 month term will be liable for a charge on each individual circuit canceled, calculated as described below, which upon termination shall become immediately due and payable in its entirety. The termination charge for monthly term agreements will be calculated as follows:

7. In the event of conflict or discrepancy between provisions of this order and provisions of the applicable tariff, the provisions of the tariff will prevail. This order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representations, or proposals, written or oral, concerning the Services.

6. Customer guarantees payment of all monies due CIMCO or its assignee, as a result of any account established for the Customer and/or its subsidiaries. Further, Customer guarantees that all statements made herein are true and correct to the best of Customer's knowledge. Finally, Customer authorizes the release of credit and financial information to CIMCO by Customer's bank and other references.

Customer has received a copy of the quote and agrees to the terms and pricing. (Customer Initials required)

Attached Quote #(s): **METPR060710-MHKB, CBL060710-MHT1, RCR06072010-MHKB, RCR06072010-MHLG**

5. Following are the circuit quote(s) that apply to this Agreement:
 The out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty. Customer agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to incur. Therefore, if Customer cancels the order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO in the amount of

4. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Services and that CIMCO will incur expense in reliance upon Customer's commitment for the Services. Customer agrees that if Customer cancels this order prior to the time that CIMCO begins providing services to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to incur. Therefore, if Customer cancels the order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO in the amount of the out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty.

3. Customer agrees to subscribe to Services for a 36 month consecutive term and shall automatically renew for consecutive month-to-month terms, unless written notice of non-renewal is sent by either party, within sixty (60) days prior to the end of the term. For new Services, the term shall commence on the effective date, defined as the date Customer signs and submits the Service orders and terms and conditions to CIMCO. Customer's Notice of Non-Renewal must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. If after the time CIMCO begins providing Services to Customer, Customer shall pay to CIMCO, as liquidated damages and not as a penalty, 50% of Customer's average monthly usage, lines and features on the CIMCO program times the number of months remaining on such term. Customer agrees that the damage CIMCO will suffer as a result of such termination will be difficult to measure, and that the sum set forth above is a reasonable estimate of the amount of damage that CIMCO would be anticipated to suffer in such event. CIMCO reserves the right to commence billing upon circuit delivery.

2. Customer understands and agrees that invoices are payable upon receipt. In the event payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois. Customer is responsible for all contract liability incurred from previous carrier.

1. CIMCO will provide Services to locations designated by the Customer in accordance with CIMCO's Service Offering No. 1, Service Offering No. 2, IOC tariff 4 and 7 and will arrange all functions required to transfer the Customer's Services.

Local Circuit
 Long Distance Circuit

This Agreement authorizes CIMCO, A Division of Comcast Business Services, (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement, to provide Communications Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as Customer).

Customer: Village of Lombard
 Address: 255 E Wilson Ave
 City: Lombard State: IL ZIP: 60148
 Telephone Number: _____
 Contact: _____

1. All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.
2. Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.
3. CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.
4. This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).
5. (if applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customer's location.

Location	Product Offering	Product Description	Monthly	Quantity	Extended Monthly	One Time Charge																												
255 E Wilson Ave Lombard, IL 60148	Metro PRI	Metro PRI circuit	\$ 290.00	3	\$870.00	-																												
255 E Wilson Ave Lombard, IL 60148	Block of 10 DID Numbers	Block of 10 DID Numbers	\$ 1.00	55.4	\$55.40	-																												
255 E Wilson Ave Lombard, IL 60148	Caller ID with Name	Caller ID w/Name provides the customer with outbound name and number delivery when ordered initially with the PRI order	\$ 40.00	3	\$120.00	-																												
<table border="1" style="width: 100%;"> <tr> <td colspan="2">Local Usage</td> <td>Band A</td> <td>included</td> </tr> <tr> <td colspan="2"></td> <td>Band B</td> <td>included</td> </tr> <tr> <td colspan="2"></td> <td>Band C</td> <td>included</td> </tr> <tr> <td colspan="4" style="text-align: center;">Long Distance Usage (Inbound and Outbound)</td> </tr> <tr> <td>Interstate</td> <td>\$</td> <td>0.0220</td> <td></td> </tr> <tr> <td>Intrastate</td> <td>\$</td> <td>0.0220</td> <td></td> </tr> <tr> <td>Intralata</td> <td>\$</td> <td>0.0220</td> <td></td> </tr> </table>							Local Usage		Band A	included			Band B	included			Band C	included	Long Distance Usage (Inbound and Outbound)				Interstate	\$	0.0220		Intrastate	\$	0.0220		Intralata	\$	0.0220	
Local Usage		Band A	included																															
		Band B	included																															
		Band C	included																															
Long Distance Usage (Inbound and Outbound)																																		
Interstate	\$	0.0220																																
Intrastate	\$	0.0220																																
Intralata	\$	0.0220																																
Total Metro PRI Offering					\$1,045.40	\$0.00																												
Total MRC					\$1,045.40																													
Total NRC						\$0.00																												

Contact: Larry McGhinis
 City:
 Phone #:
 Fax #:
 Email:

Date: 6/7/2010
 Term: 3year
 Quote ID: METPR060710-MHKB
 Existing Circuit ID: PRID-717W-255E-0001, 0002, 0003





CIMCO Business Line Renewal
For
Village of Lombard

Contact: Larry Mechinis
City:
Phone #:
Fax #:
Email:

Date: 6/7/2010
Contract Quote #: CBL060710-MH1
Term: 3year

Location	Product Offering	Product Description	Quantity	Monthly	One Time Charge
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CIMCO Business Line Offering

255 E Wilson Av
 Lombard, IL 60148
 CIMCO Business Line
 Offering- Area C
 CIMCO Business Line Offering utilizing a
 TDM Device to deliver the service.

10 \$ 139.50 \$ -

Local Usage	
Band A	\$ 0.130
Band B	\$ 0.230
Band C	\$ 0.330
Long Distance Usage	
Intrastate	\$ 0.0310
Interstate	\$ 0.0310

Total Business Line Offering	\$139.50	\$0.00
Total MRC	\$139.50	
Total NRC		\$0.00

- All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.
- Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEO) of these rates will stay constant during the service term.
- CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.
- This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).
- (If applicable) This quote does not include Special Constition Costs that may be necessary to supply Fiber Optic facilities at the customers location.
- Any equipment provided with this product is required to be returned to CIMCO once service has been terminated and is only available for use with the services listed on this quote.



Alarm Circuit(s) Renewal
For
Village of Lombard

Attention: Larry McHinnis

Phone:
Fax:
E-Mail:

Date: 6/29/2009
Contract Quote #: RCR06072010 MHKB
Term: 3 Year

Mileage:
Circuit ID if Existing: PLNC114525LB, 7PLNC8232286LB
7PLNC823233LB, RTNC639019LB, DHXB219495LB
DHXB219557LB, 5RTNC720027LB

Location A	NPA-NXX	To	Location Z	NPA-NXX	Line Type	Monthly Recurring	Non Recurring
2020 S. Highland Ave., Lombard, IL 60148	630-620	To	600 Wall St, Glendale Heights, IL 60139	630-653	2002 Circuit	\$102.80	\$0.00
20 E. St., Charles Rd., Lombard, IL 60148	630-653	To	600 Wall St, Glendale Heights, IL 60139	630-653	2002 Circuit	\$127.40	\$0.00
2020 S. Highland Ave., Lombard, IL 60148	630-620	To	600 Wall St, Glendale Heights, IL 60139	630-653	2002 Circuit	\$127.40	\$0.00
50 E. St., Charles Rd., Lombard, IL 60148	630-620	To	600 Wall St, Glendale Heights, IL 60139	630-653	2002 Circuit	\$127.40	\$0.00
1051 Hammerschmidt Ave., Lombard, IL 60148	630-620	To	421 N. County Farm Rd., Wheaton, IL 60187	630-653	2002 Circuit	\$213.36	\$0.00
2020 S. Highland Ave., Lombard, IL 60148	630-620	To	255 E. Wilson Ave., Lombard, IL 60148	630-620	2002 Circuit	\$213.36	\$0.00
50 E. St., Charles Rd., Lombard, IL 60148	630-620	To	2020 S. Highland, Lombard, IL 60148	630-620	2002 Circuit	\$88.80	\$0.00
TOTAL:						\$1,024.52	\$0.00

Submitted by: _____ Date: _____

1. All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.

2. Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.

3. CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.

4. This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).

5. (if applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customer's location.

6. Any equipment provided with this product is required to be returned to CIMCO once service has been terminated and is only available for use with the services listed on this quote.



Alarm Circuit(s)

For:

Village of Lombard (FXO-FRI DuComm)

Attention:

Phone:

Fax:

E-Mail:

Date: 6/7/2010

Contract Quote #: RCR06072010 MHLG

Term: 3 Year

Mileage: 5, 5

Circuit ID if Existing:

Location A	NPA-NXX	To	Location Z	NPA-NXX	Line Type	Monthly	Non Recurring
50 E. St. Charles Road, Lombard, IL 60148	630-620	To	600 Wall Street, Glendale Heights, IL 60139	630-653	2002 Circuit	\$151.20	\$31.98
2020 S. Highland Ave., Lombard, IL 60148	630-620	To	600 Wall Street, Glendale Heights, IL 60139	630-653	2001A Circuit	\$151.20	\$31.98
TOTAL:						\$302.40	\$63.96

Submitted by: _____

Date: _____

1. All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMA/R extension, which are subject to a technician premise visit charge and separate time and materials charges.

2. Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.

3. CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.

4. This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).

5. (If applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customer's location.

6. Any equipment provided with this product is required to be returned to CIMCO once service has been terminated and is only available for use with the services listed on this quote.

CIMCO Data Services Agreement

CIMCO, A Division of Comcast Business Services
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788



Customer: Village of Lombard

Address: 255 E Wilson Ave

City: Lombard State: IL ZIP: 60148

Telephone Number: _____
Contact: _____

This Agreement authorizes CIMCO, A Division of Comcast Business Services, (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Data Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as "Customer").

1. CIMCO will provide Services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No. 1, Service Offering No. 2, ICC tariff 4 and 7 and will arrange all functions required to transfer the Customer's Communication Services, as follows:
 Internet Firewall Router VPN Web Hosting IPVPN Collocation

2. Customer understands and agrees that invoices are payable upon receipt. In the event payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois. Customer is responsible for all contract liability incurred from previous carrier. Customer authorizes the release of credit and financial information to CIMCO by Customer's bank and other references.

3. Customer agrees to subscribe to Services for a 36 month consecutive term and shall automatically renew for consecutive month-to-month terms, unless written notice of non-renewal is sent, by either party, within sixty (60) days prior to the end of the term. For new Services, the term shall commence on the installation date of Services. For renewed Services, the term shall commence on the effective date, defined as the date Customer signs and submits the Services orders and terms and conditions to CIMCO. Customer's Notice of Non-Renewal must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. CIMCO reserves the right to commence billing upon circuit delivery.

4. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Services and that CIMCO will incur expense in reliance upon Customer's commitment for the Services. Customer agrees that if it cancels this Agreement prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to so incur. Therefore, if Customer cancels this order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a penalty.

5. Following are the data circuits that apply to this Agreement:
See Attached Quote # DSL060710-MHT1

6. All equipment listed on the quote noted in number 5, is property of CIMCO and will be returned to CIMCO once Services has been terminated. It is the Customer's responsibility to send the equipment to the then current address now, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 Attn: Keith Zlatos.
7. CIMCO shall perform installation and maintenance services for Customer, and Customer shall purchase such services from CIMCO, in accordance with the terms and conditions set forth below.
8. Customer received a copy of the Installation and Maintenance Agreement. (Customer initials required)

9. If Customer disconnects any or all circuits prior to the end of the term of this Agreement, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal Service, by certified mail with return receipt requested.
10. This signed Agreement and any other documents transmitted by fax machine or E-signature shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.
11. The liability of CIMCO for damages arising out of mistakes, omissions, interruptions, delays, intrusions, errors or defects in transmission occurring in the course of furnishing Services or other facilities and not caused by the negligence of the Customer, commences upon activation of Services and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of Services during which such mistakes, omissions, interruptions, delays, intrusions, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, CIMCO will in no event be responsible for any indirect, incidental, consequential, or, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

12. The Customer has the option to cancel the order for Quote ID, _____ for a fiber application (DSL, GigaPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and Customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts Customer. If determined there is no additional charge to Customer for the special construction build then Quote ID _____ will continue to process as a valid order. Customer Initials Required _____ (Enter N/A if this is not an application needing fiber.)
CIMCO shall not be liable for any general, special, indirect, incidental or consequential damages of any character as a result of the Services provided by or not provided by CIMCO. The undersigned hereby agrees to the terms and conditions set forth herein and is duly authorized to execute this Agreement.

Customer: _____
Sales Representative: Michael J Hanley
By: _____
CIMCO, A Division of Comcast Business Services
Print Name: _____
Title: _____
Date: _____

CIMCO™

COMMUNICATIONS, INC.

CIMCO Classic netSelect DSL

For

Village of Lombard (DSL Renewal)

Contact: LARRY McWHIRTS
 Phone #:
 Fax #:
 Email:

Date: 6/7/2010
 Term: 36m
 Quote ID: DSL060710MMH1
 Existing Circuits: 103-961-758, 103-961-771, 103-961-773

Address	City	State	Zip	Service	Rate	Equipment	Installation	Monthly	Other	Total
1116 S Main Street	Lombard	IL	60146	DSL	\$89.95	\$0	\$0	\$199		\$199
1146 S Main Street	Lombard	IL	60146	DSL	\$89.95	\$0	\$0	\$199		\$199
1041 S Main Street	Lombard	IL	60146	DSL	\$89.95	\$0	\$0	\$199		\$199
<p>Equipment</p> <p>DSL Modem \$199</p> <p>DSL Filter \$0</p> <p>DSL Service \$0</p> <p>DSL Installation \$0</p> <p>DSL Activation \$0</p> <p>DSL Support \$0</p> <p>DSL Training \$0</p> <p>DSL Troubleshooting \$0</p> <p>DSL Upgrades \$0</p> <p>DSL Repairs \$0</p> <p>DSL Replacement \$0</p> <p>DSL Relocation \$0</p> <p>DSL Termination \$0</p> <p>DSL Porting \$0</p> <p>DSL Migration \$0</p> <p>DSL Configuration \$0</p> <p>DSL Optimization \$0</p> <p>DSL Performance \$0</p> <p>DSL Security \$0</p> <p>DSL Backup \$0</p> <p>DSL Recovery \$0</p> <p>DSL Monitoring \$0</p> <p>DSL Reporting \$0</p> <p>DSL Analytics \$0</p> <p>DSL Integration \$0</p> <p>DSL Interoperability \$0</p> <p>DSL Compatibility \$0</p> <p>DSL Scalability \$0</p> <p>DSL Flexibility \$0</p> <p>DSL Reliability \$0</p> <p>DSL Availability \$0</p> <p>DSL Performance \$0</p> <p>DSL Security \$0</p> <p>DSL Backup \$0</p> <p>DSL Recovery \$0</p> <p>DSL Monitoring \$0</p> <p>DSL Reporting \$0</p> <p>DSL Analytics \$0</p> <p>DSL Integration \$0</p> <p>DSL Interoperability \$0</p> <p>DSL Compatibility \$0</p> <p>DSL Scalability \$0</p> <p>DSL Flexibility \$0</p> <p>DSL Reliability \$0</p> <p>DSL Availability \$0</p>										
<p>Totals</p> <p>Equipment \$0</p> <p>Installation \$0</p> <p>Monthly \$89.95</p> <p>Other \$0</p> <p>Total Monthly DSL Offering Changes \$89.95</p> <p>Total \$199</p>										

1. All prices quoted herein are valid 30 days from the date provided. All prices exclude applicable federal, state, and local (tax, surtax, and sundry) charges. All prices exclude permit fees, on-site wiring and building extension, which are subject to applicable permits and separate bids and material charges.
2. Promotional charges are not included in the price of the service. CIMCO cannot guarantee that the local access portion (LAP) of these rates will stay constant during the service term.
3. Certain restrictions may apply to the local telephone company service. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.
4. This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).
5. (If applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customer location.
6. (If applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customer location.
7. DSL performance is based on customer supplied addresses and phone numbers. Any forecast information may reduce or increase performance bandwidth, and may result in delays.
8. DSL service may not be available when pre-arranged dates or times are available. CIMCO does not make any representations, warranties or guarantees regarding any "up" or "down" time.
9. Limited bandwidth is an "up" or "down" of bandwidth of the highest bandwidth available. CIMCO does not make any representations, warranties or guarantees regarding any "up" or "down" time.
10. Any other charges may be incurred by the customer for related equipment, non-standard or overseas service, or assistance with customer-owned equipment.
11. Payment for the above rates shall be made during the 30 day period.

Village of Lombard (Acct No. 00040578)



Term Proposed: 3 year Date: 6/9/2010
 Based on usage dated: 3/1/2010 Proposal #: REN03042010-MMH1

Local

Proposed

Description	Minutes	Rate	Quantity	Cost	Rate	Quantity	Cost
PRID-717W-255E-0001		295.00	1	295.00	290.00	1	290.00
PRID-717W-255E-0002		295.00	1	295.00	290.00	1	290.00
PRID-717W-255E-0002		295.00	1	295.00	290.00	1	290.00
Band A	13435	0.01200		161.22	-		-
Band B	7642	0.01800		137.56	-		-
Band C	5367.8	0.02800		150.30	-		-
DIDs		0.10	553	55.30	0.10	544	54.40
CBL (T1AT-717W-255E-0001)		15.45	13	200.85	13.95	10	139.50
Band A	1308	0.01830		23.94	0.01300		17.00
Band B	106	0.24500		25.97	0.02300		2.44
Band C	153.4	0.03300		5.06	0.03300		5.06
Caller ID w/ Name (PRIs)		75.00	3	225.00	40.00	3	120.00
POTS Lines		19.45	30	583.50	17.45	18	314.10
POTS Lines		17.45	3	52.35	17.45	3	52.35
Caller ID w/ Name -POTS Line		14.00	1	14.00	-	0	-
Private Directory - POTS Line		2.50	4	10.00	-	0	-
Call Waiting - POTS Lines		8.50	1	8.50	-	0	-
Additional Listing		49.00	1	49.00	49.00	1	49.00
Total Local				2,587.54			1,623.85

DEDICATED

Long Distance	Minutes	Rate	Quantity	Cost	Rate	Quantity	Cost
Outbound							
Interstate	890.2	0.0310		27.60	0.0220		19.58
Intrastate	699.5	0.0310		21.68	0.0220		15.39

SWITCHED

Outbound	Minutes	Rate	Quantity	Cost	Rate	Quantity	Cost
Interstate	37.2	\$ 0.0430		\$ 1.60	\$ 0.0350		\$ 1.30
Intrastate	24.7	\$ 0.0430		\$ 1.06	\$ 0.0350		\$ 0.86
Intralata	52.2	\$ 0.0330		\$ 1.72	\$ 0.0350		\$ 1.83
Total LD				\$ 53.67			\$ 38.97

Data

CKT ID	Location	Type	Cost	Location	Cost
DHXB219495LB		Point-to-Point	\$ 213.36		\$ 213.36
DHXB219557LB		Point-to-Point	\$ 213.36		\$ 213.36
7PLNC823286LB		Point-to-Point	\$ 194.80		\$ 127.40
7PLNC823293LB		Point-to-Point	\$ 194.80		\$ 127.40
RTNC639019LB		Point-to-Point	\$ 151.40		\$ 151.40
PLNC114525LB		Point-to-Point	\$ 105.80		\$ 102.40
5RTNC720027LB		Point-to-Point	\$ 88.80		\$ 88.80
103-961-758		ADSL	\$ 69.95		\$ 69.95
103-961-773		ADSL	\$ 69.95		\$ 69.95
103-961-771		ADSL	\$ 69.95		\$ 69.95
Total Data			\$ 1,372.17		\$ 1,233.97

Totals

Sub-Total:	\$ 4,013.38	\$ 2,896.79
Discounts:	\$ -	\$ -
Monthly Fees:	\$ -	\$ -
TOTAL:	\$ 4,013.38	\$ 2,896.79

Estimated Monthly Savings: \$ 1,116.59
 Estimated Annual Savings: \$ 13,399.04

Estimated Percentage of Savings: 27.82%