



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** November 5, 2015

**MEMO TO:** S. Michael Rummel, Chair  
Finance and Administrative Committee

**FROM:** Steve Neaman,  
Director of Finance

**SUBJECT:** Call One Contract Renewal

**RECOMMENDATION:** Recommend approval of a Resolution awarding a one-year contract to Call One, Inc., Chicago, Illinois, for the District's local and long distance analog telephone lines for approximately \$4,985.62 per month.

**BACKGROUND:** Call One, Inc., one of the nation's largest resellers of AT&T products and services for telecommunication, has partnered with the Illinois Association of Park Districts (IAPD) to provide services to IAPD members. In 2012, after a thorough review of our services with AT&T, it was determined that current local and long distance telephone services could be switched to Call One, Inc., under the agreement with IAPD, without any penalty from AT&T. The proposed one-year contract provides service with a monthly rate decrease of approximately \$2,998.16 or 38% from the previous Call One contract.

**REASON FOR RECOMMENDATION:** Committee recommendation and Board approval are required in accordance with District policy.

**REVIEW BY OTHERS:** Chief Operations Officer, Purchasing Manager, Corporate Counsel

**FINANCIAL DATA:** The annual savings from this renewal will be about \$35,977.92 from the previous contract.

**PRESENTER:** Steve Neaman



**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO  
CALL ONE, INC., FOR TELECOMMUNICATION SERVICES**

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to purchase local and long distance telecommunication services (the "Services"); and

**WHEREAS**, the Director of Finance and the Purchasing Manager have determined that the Services require personal confidence; and

**WHEREAS**, the District is a member agency of the Illinois Association of Park Districts (the "IAPD"); and

**WHEREAS**, the IAPD has partnered with Call One, Inc., a single-source telecommunications provider and the nation's largest reseller of AT&T products and services; and

**WHEREAS**, the Purchasing Manager solicited a proposal for the Services from Call One, Inc.; and

**WHEREAS**, the Purchasing Manager, the Director of Finance, and the Finance and Administrative Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Call One, Inc., be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Call One, Inc. (the "Contract"); and

**WHEREAS**, the Board of Commissioners hereby finds that the proposal for the Services submitted by Call One, Inc. is the proposal that is most advantageous to the District;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. The Contract, in the amounts specified in the Contract for each component of the Services (the "Contract Price"), is hereby awarded to Call One, Inc.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4: Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

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Julie A. Gagnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_



## Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Lake County Forest Preserve District  
Address 1899 West Winchester Rd  
City Libertyville ST IL ZIP 60048

### Please check box to determine term and discount

1 Year Business Lines at \$17.00/line, 30% discount on features, 30% discount on non-termed circuits

### Usage Rates

Band A: 0.0120 \$/min  
Band B: 0.0240 \$/min  
Band C: 0.0290 \$/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

**Additional Charges:** Member of IAPD. All rates and discounts are subject to the rates and discounts contained in the IAPD underlying agreement. Caller ID at \$5.00 each. Caller ID with Name at \$7.00 each. Voice Mail at \$8.00/mailbox. Remote Call Forwarding and Additional Paths at \$5.50 each (Limit 5). Carrier Access - WAIVED.

### Service/Additional Terms:

Renewal of existing services.

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

Physical Location	City, State	BTN
<u>19876 W WASHINGTON; Flr 1</u>	<u>GRAYSLAKE, IL</u>	<u>847-223-0651</u>
<u>33600 N HIGHWAY 45; Flr 1</u>	<u>GAGES LK, IL</u>	<u>847-223-2179</u>
<u>3381 10TH; Flr 1</u>	<u>N CHICAGO, IL</u>	<u>847-244-5186</u>
<u>19808 W GRAND AV</u>	<u>LAKE VILLA, IL</u>	<u>847-245-3037</u>
<u>19283 W GRAND AV; Flr 1</u>	<u>LAKE VILLA, IL</u>	<u>847-265-6314</u>

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

Call One Inc.  
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

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

19283 W GRAND AV; Flr 1	LAKE VILLA, IL	847-265-6321
16400 W BUCKLEY RD; Flr 1	LIBERTYVILLE, IL	847-362-1819
16400 W BUCKLEY RD; Flr 1	LIBERTYVILLE, IL	847-362-1830
25040 N ST MARY'S RD	METTAWA, IL	847-362-2888
28201 N ST MARY'S RD	LIBERTYVILLE, IL	847-362-2954
16400 W BUCKLEY RD; Unit DOCK	LIBERTYVILLE, IL	847-362-6506
32492 N ALMOND RD; Flr 1	GRAYSLAKE, IL	847-367-8455
646 S ST MARY'S RD; Flr 1	METTAWA, IL	847-367-9728
26034 N ROBERTS RD; Flr 1	BARRINGTON, IL	847-382-5718
26034 N ROBERTS RD; Flr 1	BARRINGTON, IL	847-382-5927
15750 W ROUTE 173; Flr 1	WADSWORTH, IL	847-395-9809
1302 GREEN BAY RD; Flr 1	N CHICAGO, IL	847-473-9219
24237 W IVANHOE RD; Flr 1	WAUCONDA, IL	847-487-2425
27381 N FOREST PRESERVE RD	WAUCONDA, IL	847-487-5328
27361 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-0501
24237 W IVANHOE RD; Flr 1	WAUCONDA, IL	847-526-0548
24237 W IVANHOE RD; Flr 1	WAUCONDA, IL	847-526-4555
27361 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-4772
27300 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-4888
27230 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-4999
27235 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-5333
27277 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-5777
27361 N FOREST PRESERVE RD; Flr 1	WAUCONDA, IL	847-526-8026
1899 W WINCHESTER RD	LIBERTYVILLE, IL	847-549-0998
20800 W HAWLEY	MUNDELEIN, IL	847-566-2562
20800 W HAWLEY	MUNDELEIN, IL	847-566-4457
20800 W HAWLEY; des club house	MUNDELEIN, IL	847-566-5136
16400 W BUCKLEY RD; Flr 1	LIBERTYVILLE, IL	847-573-0836
16400 W BUCKLEY RD; Flr 1	LIBERTYVILLE, IL	847-573-0850
32492 N ALMOND RD; Flr 1	GRAYSLAKE, IL	847-680-6008
1215 GREEN BAY RD; Flr 1	N CHICAGO, IL	847-689-2916
39700 N LEWIS AV; Flr 1	BEACH PK, IL	847-731-1447
39700 N LEWIS AV; Flr 1	BEACH PK, IL	847-731-2293
39700 N LEWIS AV; Flr 1	BEACH PK, IL	847-731-9192
39700 N LEWIS AV; Flr 1	BEACH PK, IL	847-746-5024
39700 N LEWIS AV; Flr 1	BEACH PK, IL	847-872-1753
24259 N MILWAUKEE AV; Flr 1; des maintenance bldg	VERNON HILLS, IL	847-913-5573
16400 W BUCKLEY RD; Unit DOCK	LIBERTYVILLE, IL	847-918-8608

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

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

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

16400 W BUCKLEY RD; Rm BATH	LIBERTYVILLE, IL	847-918-8620
16400 W BUCKLEY RD; Rm CABANA	LIBERTYVILLE, IL	847-918-8657
16400 W BUCKLEY RD; Flr MEZZ	LIBERTYVILLE, IL	847-918-8705
21950 N RIVERWOODS RD; Flr 1	DEERFIELD, IL	847-948-7751
27661 N CHEVY CHASE RD; des maint bldg	MUNDELEIN, IL	847-949-8730
26034 N ROBERTS RD; Flr 1	BARRINGTON, IL	847-R06-1509
3381 10TH; Flr 1	N CHICAGO, IL	847-R06-1547
1899 W WINCHESTER RD	LIBERTYVILLE, IL	847-R06-2060
21950 RIVERWOODS RD	DEERFIELD, IL	847-R19-0208
26034 N ROBERTS RD; Flr 1	BARRINGTON, IL	847-Z99-6771

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

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

# Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). 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. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer 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 terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **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.
10. **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 and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

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

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

Call One Inc.

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