



Village of Itasca

550 W. Irving Park Rd.

Itasca, IL 60143

630.773-0835 • www.itasca.com

MEMORANDUM

TO: Village Board
FROM: Dan Corcoran, IT Director, Village of Itasca
DATE: August 30, 2019
SUBJECT: Proposal to Change PRI and POTs Phone Vendor

Introduction

The contract with the Village current phone provider, Call One has expired. The IT Department was tasked with reviewing our pricing and service.

Discussion

The Village currently pays \$2,580 a month for a PRI and POTS connections at the Village Hall and Police department. After obtaining several quotes it was determined, that Access One offered the best price and service. This would save the village almost \$12,000 per year, eliminate surcharges and long-distance minutes.

Fiscal Impact

This change would cost the village \$1601 per month for 3-years a savings of \$979 per month.

Staff Recommendation

The IT Director recommends that the Village Board accept the proposal from Access One at the Committee of the Whole on September 3, 2019 for consideration an approval.

After Action Steps

File Executed Contract with Deputy City Clerk – Administration

PRI	Currently- Call	<u>Access One</u>	First Comm	BCN	Granite
	<u>One</u>				
PRI- T1	\$460	\$229	\$255	\$336	\$459
DID's	\$10	\$4	\$8		
1000 LD minutes	\$15	Included	Included	Included	Included
Total	\$485	\$233	\$263	\$336	\$459

Pots Lines	Currently- Call	<u>Access One</u>	First Comm	BCN	Granit
	<u>One</u>				
Pots lines- 20	\$1,445	\$1,140	\$1,390	\$1,066	\$1,000
Misc Surcharges	\$165	Included	\$200	Included	\$174
Total	\$2,095	\$1,368	\$1,853	\$1,402	\$1,633



access one

Service Agreement

820 West Jackson Boulevard, 6th Floor Chicago, IL 60607
Phone: (312) 441-1000 Fax: (312) 441-1010
Customer Service (800) 804-8333

Customer Account # «ACCOUNT_ACCOUNT_NUMBER»
Customer Name: «Account»

- 1) **Service Agreement Components.** Customer's service agreement with Access One, Inc. ("Access One" or "Carrier") includes terms and conditions set forth in this Customer Service Agreement ("CSA"), Requests for Service and other service supplements and attachments (collectively, "Order Forms"), Access One Acceptable Use Policy ("AUP"-see : <http://www.accessoneinc.com/terms-of-use>), Access One tariffs, Access One Service Guide ("Service Guide" -see <http://www.accessoneinc.com/content/service-guide>), Access One website ("Website" -see <http://www.accessoneinc.com>) and the Account and Credit Application. CUSTOMER HEREBY ACKNOWLEDGES THAT THE TERMS AND CONDITIONS SET FORTH IN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS GOVERN THE RELATIONSHIP BETWEEN THE CUSTOMER AND ACCESS ONE. BY EXECUTING THIS CSA, ENROLLING IN, USING, OR PAYING FOR ACCESS ONE'S SERVICES, CUSTOMER AGREES TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS. ACCESS ONE MAY CHANGE THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS UPON PROPER NOTICE TO CUSTOMER AS PROVIDED HEREINAFTER. CUSTOMER'S CONTINUED USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF ACCESS ONE'S TERMS AND CONDITIONS IN EFFECT AT THE TIME OF CUSTOMER'S USE OF SERVICES.
- 2) **Term, Rates and Notice.**
 - a) The service term length for each service shall be stated on the Order Forms ("Initial Term"). The term for each service commences when Carrier notifies Customer that the necessary services (including loop installation, if applicable) to Customer's building have been delivered and are available for use ("Service Commencement Date"). The monthly recurring charges (MRCs) will begin billing on the Service Commencement Date.
 - b) The term shall automatically renew for one renewal term for a length of time equal to the Initial Term unless either party gives written notice of non-renewal. Either Carrier or Customer may exercise their non-renewal election by giving written notice of non-renewal at least ninety (90) days prior to the Term Expiration Date. Additional provisions and information concerning contract renewal are contained in the Service Guide.
 - c) All rates for services shall be provided at Carrier's rate plan as specified in the Order Forms or Carrier's tariffs, or if not specified, then as stated at www.accessoneinc.com/localpricingplan. Carrier reserves the right to increase the price of a service upon proper notice to Customer as set forth in the Service Guide.
 - d) When Notice by Carrier is required, Carrier will provide Notice by one of the following methods, and Carrier shall solely determine at the time of the Notice which of the methods described herein is appropriate: (1) By bill insert or bill page message; or (2) By letter or postcard via U.S. Postal Service to Customer billing address; or (3) Via a call to the telephone number provided by Customer on the Account and Credit Application form; or (4) Via an email to the email address provided by Customer on the Account and Credit Application form.
- 3) **Payment and Billing.** Invoices will be payable by the Due Date which is the 25th day of the month in which the invoice was issued. For example, the August 1st invoice would have a Due Date of August 25th, and the Company may impose a finance charge on any unpaid amount commencing after the Due Date in an amount equal to the lesser of the maximum lawful rate of interest or one and one-half percent (1 ½%) per month. Additional provisions and information concerning payment and billing are contained in the Service Guide.
- 4) **Cancellation/Default.** Customer must send written notice to Carrier requesting cancellation of services. Carrier will process the disconnection order in a timely manner; however, disconnection of services is not immediate, and the services will continue to bill until the disconnection of those services is completed. There are certain Customer actions, omissions or occurrences that would constitute a default of this CSA, including but not limited to Customer's failure to pay Carrier for services by the Due Date, Customer's termination of the contracted services prior to the Term Expiration Date, or other actions more completely described in the Service Guide. Customer's failure to cure a default after notice from Carrier will cause Carrier to seek remedies that could include (but are not limited to): discontinuance of services and imposition of Early Termination Fees. The Service Guide contains additional provisions and information concerning Carrier's remedies upon default including discontinuance of services and Early Termination Fees.
- 5) **Liability.** Except for Carrier's negligence or willful misconduct, Carrier will have no liability for any damages suffered by Customer or any other third party. Neither Carrier nor Customer shall be liable for indirect, incidental, special, or consequential damages (including lost revenues or lost profits) as a result of the services provided by Carrier or the use of those services by Customer. Further discussion and explanation of the Parties' responsibilities and liabilities are contained in the Service Guide. **Fraudulent use.** Customer remains liable to Carrier for all charges incurred as a consequence of the unauthorized or fraudulent use resulting from the operation of Customer-provided equipment, systems, facilities or services which are interconnected to Carrier's services. It is the responsibility of Customer to secure all Customer-provided equipment. Further explanation of unauthorized and fraudulent use can be found in the Service Guide and at <https://www.accessoneinc.com/sites/default/files/FraudPrevention-Disclosure.pdf>.
- 6) **General Provisions.**
 - a) This CSA is not valid or effective until executed by an authorized representative from Carrier and from Customer.
 - b) This signed CSA, the Order Forms, service supplements and attachments, and any other executed documents transmitted to Carrier by fax machine or scanned/e-mail shall be treated in all respects as original documents with the same binding legal effect as an original document.
 - c) Customer Proprietary Network Information (CPNI) shall be governed by FCC's business account exception. See <https://www.accessoneinc.com/sites/default/files/CPNI-Disclosure.pdf>.
 - d) This CSA shall be governed by, and constructed under the laws of the State of Illinois, and venue shall be in Cook County, Illinois.
 - e) Customer agrees to pay all charges associated with the services, including taxes and those certain fees and surcharges described in the Service Guide.
 - f) Carrier's obligation to provide the services is contingent upon credit approval of the Customer and Carrier's ability to provision the services.
 - g) In the event of a conflict between the terms and conditions of this CSA and the Service Agreement Components, the following order of priority (descending) will be applied to determine which terms and conditions control: this CSA, Order Forms, Service Guide, tariff, Website; and then the AUP.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS. THE PARTIES EXECUTED THIS DOCUMENT ON THE LAST DAY OF EXECUTION BELOW.



**DISCLOSURE TO CUSTOMER
IMPORTANT INFORMATION REGARDING
SERVICES UTILIZING VOICE OVER INTERNET PROTOCOL
EMERGENCY SERVICES - 911 DIALING**

Non-Availability of Traditional 911 or E911 Dialing Service

Access One provides many technology and telecommunications solutions for its business customers. Among these solutions, Access One provides Voice Over Internet Protocol services ("VoIP Services"). These VoIP Services include those certain VoIP based or SIP based services. Customer agrees not to use the VoIP Services for auto-dialing or otherwise cause excessive usage inconsistent with standard commercial calling patterns. Further information on VoIP Services can be found at the Access One Service Guide at <http://www.accessoneinc.com/content/service-guide>.

As compared to the E911 access capability available with traditional telephone service, there are differences in the E911 access capability available with VoIP Services. The FCC has mandated that VoIP Service providers (like Access One) must: (a) inform its customers of these differences and how that may affect users' ability to access E911 services; and (b) retain a record on file verifying that the customer received and understood this Disclosure. Access One respectfully requests your assistance in meeting this FCC compliance requirement by executing this Disclosure. If you have any questions or concerns about the information contained in this Disclosure, please contact the Access One Customer Service representatives at (800) 804-8333.

- 1) VOIP SERVICES MAY NOT OPERATE DURING CERTAIN SITUATIONS.
 - a. **Commercial power outages** could result in the loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services. You are encouraged to implement a battery backup system for VoIP Services. Access One does not provide backup battery power with its VoIP Services.
 - b. **Disruption in your broadband connection** could result in the loss of voice and data service, including access to E911 services. Once your broadband connection is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
 - c. **Suspension of your services** could result in the loss of voice and data service, including access to E911 services. Once your services are restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
 - d. **Network congestion or other network problems** could result in your calls being dropped or delayed, including calls to E911 services. Your E911 calls may take longer to connect than E911 calls made using traditional telephone service.
- 2) VOIP SERVICES E911 CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.
 - a. **Nomadic usage.** If you wish to move your device to an alternate physical address (even if the move is temporary or short term), please contact the Access One Customer Service representatives at (800) 804-8333 and provide the alternate physical address information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
 - b. **Change of address.** If you wish to move your premise device to a new service address or if you notice that the service address information identified in your contract or bill is inaccurate, please contact the Access One Customer Service representatives at (800) 804-8333 and provide the updated or corrected information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
 - c. **Disabled device.** If your device is damaged or disabled, you should contact your equipment vendor. A damaged device could impair your ability to use VoIP Services to contact E911 services, and this could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
 - d. **Non-Recognition of phone number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E911 access may be limited.
- 3) ALTERNATE MEANS OF CONTACTING E911 SERVICES. Access One recommends that you maintain an alternate means of contacting E911 services and you must inform your VoIP Services users of these alternate means. Customers that acquire VoIP Services from Access One will receive a set of stickers explaining when E911 service may not be available. Please place the stickers on or near the equipment you use to access your VoIP Services to alert users to use alternate means of contacting E911 in the event of an emergency. If you need additional stickers, please contact our Customer Service representatives at (800) 804-8333.

ACKNOWLEDGMENT AND SIGNATURE. The undersigned affirmatively acknowledges the following with regards to this Disclosure: (1) Access One delivered this Disclosure to me; (2) I have read this Disclosure, and I understand its terms and provisions, including the provisions informing me that under certain situations, I may not be able to contact emergency services by dialing 9-1-1 using VoIP Services; and (3) I am obligated to inform my own employees, agents, and any other end users of devices that (a) there are differences in the E911 access capability available with VoIP Services as described in this Disclosure, and (b) they may not be able to contact emergency services by dialing 9-1-1 using VoIP Services.

ACCESS ONE, INC.:

«Account»

Print Name and Title of
Authorized Representative

Print Name and Title of
Authorized Representative

Signature

Date

Signature

Date

*Customer signature constitutes an acceptance of the Customer Service Agreement and an acknowledgement of the VoIP E-911 Disclosure.



Letter of Agency

To: All concerned Local Exchange Carriers, Interexchange Carriers, Other Common Carriers, Resellers, Consultants, Joint Users Members, and Equipment Vendors.

_____ hereby appoints ACCESS ONE, INC. (“Access One”) to act as its agent in all dealings with Local Exchange Carriers, Interexchange Carriers, Other Common Carriers, Specialized Common Carriers, Resellers, Consultants, Joint User Groups and Equipment Vendors for the purpose of obtain billing information, customer service reports (CSR) and credit information and ordering, changing, and/or maintaining communications service, including but not limited to local, long distance, and private line service, for the following BTN’s and 8xx numbers:

BTN	Carrier
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Toll Free	Ring To	Carrier
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.
5.	5.	5.
6.	6.	6.
7.	7.	7.
8.	8.	8.
9.	9.	9.
10.	10.	10.

Please direct inquiries to Access One, Inc., 820 W. Jackson Blvd, Ste. 650, Chicago, IL 60607 (800.804.8333)
THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING.

Company Name	Date	
Authorized Account User	Main Billing Address – Street	
Signature	City	
Title	State, Zip	Contact Phone

Date: 8/13/2019

Company Name: Village of Itasca
 Customer Contact:
 Customer Email:
 Customer Phone:

Quote ID: 20190812-00018989
 Sales Rep: Mike Giampaolo
 Sales Email: mgiampaolo@accessoneinc.com
 Sales Phone: 312-441-9652

Service Address	Term	Speed	Product	QTY	Unit Rate	MRC	NRC	
550 W IRVING PARK RD ITASCA, IL, 60143 BNSVILBV	36 MTH	1.5	PRI	1	\$180.00	\$180.00	\$500.00	
			Standard DID - Block of 10	20	\$0.20	\$4.00	\$0.00	
			LD Packs: Promo - 1,000 Minutes Long Distance & Caller ID	1	\$0.00	\$0.00	\$0.00	
			Waived Install Charges	1	\$0.00	\$0.00	-\$500.00	
			Local Minutes Included: 50,000					
			Local Usage		\$0.015 /Minute			
			Long Distance Usage Outbound Only		\$0.029 /Minute			
550 W IRVING PARK RD ITASCA, IL, 60143 BNSVILBV	36 MTH	0	Business Line - New	20	\$48.00	\$960.00	\$1,180.00	
			Waived Install Charge	1	\$0.00	\$0.00	-\$1,180.00	
			Local Minutes Included: None					
			Price per minute - Illinois Band A		\$0.021 /Minute			
			Price per minute - Illinois Band B		\$0.042 /Minute			
			Price per minute - Illinois Band C		\$0.031 /Minute			
			Price per minute - Intralata		\$0.031 /Minute			
			Price per minute - Intrastate		\$0.031 /Minute			
			Price per minute - Interstate		\$0.029 /Minute			
			Total			\$1,144.00	\$0.00	

International Call Blocking? Yes

Notes

- Listed rates apply to Metered or Overage above the specified minutes that are included.
- Not all "POTS" lines are eligible for this pricing. Only POTS lines that can be provisioned by AOI with a Class of Service ID of 1B8, 1MB, 1FB, 1FH or 1MH are eligible for the above pricing. Alarm lines, Centrex lines, and other lines that may initially appear to be POTS, could have dramatically higher pricing than the rates above. AOI Provisioning team reserves the right to reject or require customer price modification to any POTS line orders.
- For POTS rates please refer to the Access One Service Guide at <http://www.accessoneinc.com/content/service-guide>
- The estimated charge for Demarc extensions within 300 feet is \$300. Certain job site variables may result in additional charges. Further details on Demarc extension charges can be found at the Access One Service Guide at <http://www.accessoneinc.com/content/service-guide>
- Equipment pricing listed (sales or rental) does not include any applicable taxes or shipping charges
- Pricing is subject to applicable federal, state and local taxes, surcharges and fees.
- All pricing and availability is subject to final confirmation at time of order.

Acceptance by Customer

Acceptance by Access One

Signature _____

Signature _____



Acceptance by Customer

Acceptance by Access One

Printed Name _____

Title _____

Date _____

Printed Name _____

Title _____

Date _____

820 W. Jackson Boulevard, 6th Floor
 Chicago, IL, 60607
 Main (312) 441-1000 Fax (312) 441-1010
 Customer Care (800) 804-8333

Business Name and Credit Information			
Legal Name:		FEIN / SSN:	
D/B/A:		Year Business Established:	
Street:		State of Formation:	
City:		D&B DUNS #:	
State, Zip:		Industry:	
Federal Tax Exempt ID:		State Tax Exempt ID:	

Contact Information			
	Primary Contact	Billing Contact (<input type="checkbox"/> Check if same as Primary)	Other Contact
Name:			
Title:			
Telephone:			
Email:			
Authorizations:	<input checked="" type="checkbox"/> Changes to Account <input type="checkbox"/> Technical / Repair <input type="checkbox"/> Billing / Payment	<input type="checkbox"/> Changes to Account <input type="checkbox"/> Technical / Repair <input checked="" type="checkbox"/> Billing / Payment	<input type="checkbox"/> Changes to Account <input type="checkbox"/> Technical / Repair <input type="checkbox"/> Billing / Payment <input type="checkbox"/> Other (list below)

Would You Like To Sign Up for Autopay (ACH Auto-Debit)? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

Attached copy of previous telecom or MSP carrier invoice (last 90 days)

 Name and Title of Authorized Signer

 Signature

 Date

RESOLUTION NO. 1144-19

**A RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH
ACCESS ONE FOR TELEPHONE SERVICE LINES**

WHEREAS, the Village of Itasca (“Village”) uses 15 telephone service lines for elevators, 911 call boxes and alarms and its contract with its current telephone service provider has expired; and

WHEREAS, the Village obtained quotes to service its telephone lines; and

WHEREAS, Access One, Inc. has submitted a proposed Service Agreement, attached hereto as Exhibit A and incorporated herein by reference, for \$1601.00 per month; and

WHEREAS, the corporate authorities of the Village wish to accept Exhibit A, Access One, Inc.’s Service Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve and accept Exhibit A, Access One, Inc.’s Service Agreement.

SECTION TWO: The Village President, or his designee, is hereby authorized to execute Exhibit A, Access One, Inc.’s Service Agreement on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately following its passage, approval, and publication in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 17th day of September, 2019.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi