

**SERIAL 10046 RFP**

**TELEPHONE AND UNIFIED COMMUNICATIONS PROFESSIONAL SERVICES**

**DATE OF LAST REVISION: April 28, 2016**

**CONTRACT END DATE: December 31, 2016**

**CONTRACT PERIOD THROUGH DECEMBER 31 ~~JUNE 30, 2013 2014~~ 2016**

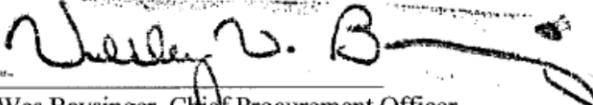
**TO:** All Departments

**FROM:** Office of Procurement Services

**SUBJECT:** Contract for **TELEPHONE AND UNIFIED COMMUNICATIONS PROFESSIONAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 01, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

  
Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

**BW/jl**  
Attach

Copy to: Office of Procurement Services  
**Susan Christensen, OET**

**EXHIBIT A  
PRICING**

SERIAL 10046-RFP  
 NIGP CODE: 91895  
 RESPONDENT'S NAME: Telecom Resources International, Inc. (dba TRI, Inc.)  
 COUNTY VENDOR NUMBER : \_\_\_\_\_  
 ADDRESS: 7119 E. Shea Blvd. #109-486  
Scottsdale, AZ 85254  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 480-391-3800  
 FACSIMILE NUMBER: 480-451-1247  
 WEB SITE: [www.tri-1.com](http://www.tri-1.com)  
 CONTACT (REPRESENTATIVE): Victoria Thomas  
 REPRESENTATIVE'S E-MAIL ADDRESS: [vthomas@tri-1.com](mailto:vthomas@tri-1.com)

|  | <u>YES</u> | <u>NO</u> | <u>REBATE</u> |
|--|------------|-----------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT  | [ X ]      | [ ]       |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:  | [ ]        | [X]       |               |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:<br>(Payment shall be made within 48 hours of utilizing the Purchasing Card) | [ ]        | [X]       | _____ %       |

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

[ X ] NET 10 DAYS

**1.0 PRICING:**

1.1 Professional Services (Phase 1) \$149,550 Not to Exceed

Phase 2 pricing and payment plan to be negotiated upon successful completion of Phase 1.

**1.2 Hourly wage rate for services outside scope of work** \$ 90.00 Average

\*Payment plan to be upon mutually agreed and accepted milestones.

\*\*Travel payable per Exhibit D

| <b>Proposed Project Effort &amp; Fee Summary</b>                               | <b>VT</b>       | <b>PR</b>      | <b>TVP</b>      | <b>RSS</b>     | <b>AH</b>    | <b>S. Ana</b> | <b>Sr. SA</b>  | <b>Staff</b>    | <b>Total Hours</b> | <b>Prop. Fee</b> |
|--|-----------------|----------------|-----------------|----------------|--------------|---------------|----------------|-----------------|--------------------|------------------|
| Task 1: Review Telecommunications & Wiring Infrastructure for Court Towers     | 20              |                | 30              |                |              |               |                | 5               | 55                 | \$6,550          |
| Task 2: Gather Court Towers Requirements                                       | 60              |                | 20              | 20             |              |               | 10             | 5               | 115                | \$13,150         |
| Task 3: Write RFP for Court Towers   | 40              | 40             | 40              | 40             |              |               | 25             | 5               | 190                | \$25,600         |
| Task 4: Technical Assistance in RFP Evaluations for the Court Towers           | 45              |                |                 |                |              |               | 10             | 5               | 60                 | \$5,800          |
| Task 5: Assist <b>Office of Procurement Services</b> with SOW for Court Towers | 80              |                |                 |                |              |               | 10             | 5               | 95                 | \$8,950          |
| Task 6: Implementation Support for Court Towers                                | 335             |                |                 |                |              |               | 10             | 5               | 350                | \$31,900         |
| Task 7: Post Cut Over/System Acceptance for Court Towers                       | 120             |                |                 |                |              |               |                | 5               | 125                | \$11,050         |
| Task 6: Executive Activities - Budgets/Presentations/Meetings                  | 120             |                |                 |                |              |               |                | 5               | 125                | \$11,050         |
| Task 7: Project Management   | 250             |                |                 |                |              |               |                | 5               | 255                | \$22,750         |
| Task 8: Administration Activities, Timesheets, Billing/Invoicing, etc...       |                 |                |                 |                |              |               |                | 155             | 155                | \$7,750          |
| Task 9: Travel (Per Policy)  |                 |                |                 |                |              |               |                |                 | 0                  | \$ 5,000         |
| <b>Total Hours:</b>  | <b>1070</b>     | <b>40</b>      | <b>90</b>       | <b>60</b>      | <b>0</b>     | <b>0</b>      | <b>65</b>      | <b>200</b>      | <b>1525</b>        | <b>\$149,550</b> |
| <b>Maricopa Discounted Hourly Rate</b>   | <b>\$90</b>     | <b>\$150</b>   | <b>\$150</b>    | <b>\$150</b>   | <b>\$150</b> | <b>\$175</b>  | <b>\$150</b>   | <b>\$50</b>     |                    |                  |
| <b>Total Professional Fees:</b>  | <b>\$96,300</b> | <b>\$6,000</b> | <b>\$13,500</b> | <b>\$9,000</b> | <b>\$ -</b>  | <b>\$ -</b>   | <b>\$9,750</b> | <b>\$10,000</b> |                    | <b>\$144,550</b> |
| <b>Expenses:</b>   |                 |                |                 |                |              |               |                |                 |                    | <b>\$5,000</b>   |

| <b>Labor Category</b> | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| General Staff         | \$50.00            |
| Admin Support         | \$75.00            |
| Telecom Specialize    | \$125.00           |
| Technical Staff       | \$125.00           |
| Developer I           | \$125.00           |
| Project Mgr           | \$150.00           |
| Sr. Consultant        | \$150.00           |
| Developer II          | \$150.00           |
| Sr. Radio Consultant  | \$175.00           |
| Lead ISO              | \$190.00           |
| Security Analyst      | \$200.00           |
| Sr. Security Analyst  | \$250.00           |

**TELECOM RESOURCES INT'L, INC, 7119 E. SHEA BLVD. #109-486, SCOTTSDALE, AZ 85254**  
**TRI**

PRICING SHEET: NIGP CODE 91895

Terms: NET 10

Vendor Number: ~~W000005847 X~~ **201100599 0**

Telephone Number: 480-391-3800

Fax Number: 480-451-1247

Contact Person: Victoria Thomas

E-mail Address: [vthomas@tri-1.com](mailto:vthomas@tri-1.com)

Certificates of Insurance Not Required

Contract Period: To cover the period ending **December 31** ~~June 30, 2013 2014~~ **2016.**



## CONTRACT PURSUANT TO RFP

SERIAL 10046-RFP

This Contract is entered into this 1<sup>st</sup> day of July, 2010 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Telecom Resources International, Inc. (TRI, Inc.) an Arizona corporation (“Contractor”) for the purchase of telephone and unified communications professional services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of July, 2010 and ending on the 31<sup>st</sup> 30<sup>th</sup> day of ~~December June, 2013 2014~~ **2016**.
- 1.2 The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County’s sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County’s intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A”.

3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

#### 3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))
- 3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

1.1.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

1.1.2 **All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.**

1.1.3 **Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.**

1.1.4 **Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.**

1.1.5 **The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.**

1.1.6 **County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to**

advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

1.1.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

1.1.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

1.1.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1.1.10 **Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

1.1.11 **Workers' Compensation:**

1.1.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

1.1.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.1 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits

required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
**Office of Procurement Services**  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

TRI, Inc.  
Victoria Thomas, President and CEO  
7119 East Shea Blvd. Suite 109-486  
Scottsdale, AZ 85254

6.8 REQUIREMENTS CONTRACT:

6.8.1 **Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.**

6.8.2 **County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.**

6.8.3 **Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in**

**response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.**

1.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

**Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.**

6.9 TERMINATION FOR DEFAULT:

**If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.**

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.16 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

6.16.1 **In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

6.16.2 **If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form

of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

6.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.24 CONTRACTOR LICENSE REQUIREMENT:

6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

6.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 VERIFICATION REGARDING RESPONDENT AFFILIATIONS:

By entering into the Contract, the Contractor, and/or subcontractor, certifies it has no telecommunications hardware or software manufacturer or vendor affiliation within the 24 month period preceding the solicitation submission due date.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Sample Project Timeline; and

6.30.4 Exhibit D, **Office of Procurement Services** Contractor Travel and Per Diem Policy

6.31 INFLUENCE

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

- 6.31.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.31.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

6.32 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.33 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR:**

Victoria Thomas  
AUTHORIZED SIGNATURE

Victoria Thomas - Pres/CEO  
PRINTED NAME AND TITLE

7119 E. Shea Blvd #109-486  
ADDRESS Scottsdale Az 85254

6/24/10  
DATE

**MARICOPA COUNTY:**

[Signature]  
CHIEF PROCUREMENT OFFICER

7/2/10  
DATE

**APPROVED AS TO FORM:**

[Signature]  
LEGAL COUNSEL

July 2, 2010  
DATE

## **EXHIBIT B SCOPE OF WORK**

### **2.0 INTENT:**

- 2.1 Maricopa County is seeking professional telecommunications consulting services from the Contractor with IT and telecom expertise to assist the Office of Enterprise Technology (OET) to identify requirements and implement a new Countywide telephone system. The project will be divided into phases the first of which is to assist in the development of requirements for the purchase and installation of a new telephone system in the new Downtown Court Tower Building. The services to be provided by the Contractor under this phase include providing technical and project management support throughout the acquisition, system implementation stages, and final system testing and acceptance. Phase two of the project will utilize the new Downtown Court Tower Building's new telephone system as the base system for a new telephone system to be implemented County-wide. This solicitation will serve as the project delivery method for the technical and project management support throughout the acquisition, system implementation stages, and final system testing and acceptance for all remaining County facilities.
- 2.2 It is the County's goal that a solicitation for the new Downtown Court Tower telephone system will be issued no later than November 2010 and awarded by June 2011 with installation beginning in August and installed and accepted no later than December 2011 when the building is scheduled to open. Many of the core telephone system components need to be installed at the County's data centers prior to the new Downtown Court Tower's completion to allow adequate time for testing, training and deployment.
- 2.3 Currently, there are many new Downtown Court Tower related planning and construction activities in process. Specifically, the wiring and equipment closets planning and design for the network and computer systems is underway. The cabling conduits and the wiring infrastructure is usually implemented along with the electrical construction phase. The infrastructure required to support voice and unified communications systems also needs to be clearly specified at this time, therefore the Contractor resource selected through this process must be available to engage on the project immediately upon notification of contract award.
- 2.4 It is anticipated the Contractor will engaged on this project for a period of 3-5 years. The Contractor will be required to track and report all time spent on the Court Tower project component separately so these costs can be charged to the appropriate funding source. A different funding source will pay for the Contractor's time which relates to work done for the rest of the County facilities. The Contractor will be responsible to take the necessary actions to ensure that all costs are accurately tracked and reported in accordance with this directive.
- 2.5 The key objectives and goals for this project are to successfully and cost effectively procure and deliver a telecommunication system that meets the County's identified needs and assures a reliable system that is delivered on time and on budget.
- 2.6 The Contractor and subcontractor, if any, shall have no telecommunications hardware or software manufacturer or vendor affiliation within the Twenty-Four (24) month period preceding the solicitation submission due date.
- 2.7 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or lack the skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

### **3.0 SCOPE OF WORK:**

- 3.1 The Contractor will gather user needs, system requirements, and will develop specifications for the new telephone system solicitation that include the identified needs.

- 3.2 The Contractor shall develop a detailed project plan with key milestones and timelines describing the work to be accomplished in accordance with this SOW. The project plan will have resource assignments, dependencies, actual costs compared to budgets and all related activities. The project plan will track all progress and will be updated regularly as changes occur and as requested by the County.
  - 3.3 The Contractor shall provide high level weekly project status reports. The weekly reporting to the County's assigned Program Manager will be required during key project stages, as determined by the County, and monthly reports during less active project phases. This will include a master project plan and updated status reports in a format specified by the County. If additional reporting is required, the County will provide the format and intervals as needed.
  - 3.4 The Contractor will provide technical support to the County's team responsible for evaluating responses to the telecommunications equipment solicitation. Technical support will include but not be limited to developing proposal comparison matrixes for all respondent responses to effectively facilitate the ability of each evaluation team member to independently evaluate all responses. At the request of the evaluation team the Contractor will provide technical interpretations and clarifications and educate the evaluation team so they can understand the intricacies of each technical proposal, to ensure that members of the committee are equipped to arrive at their own conclusions and make individual informed decisions.
  - 3.5 Under the supervision of the Procurement Officer, the Contractor will work with the evaluation team to develop a list of questions for each respondent to clarify any issues as necessary, and to ensure proper interpretation of proposals and protect the best interests of the County.
  - 3.6 The Contractor will inform the team where additional respondent clarifications are needed and at the direction of the Procurement Officer will adjust the proposals scoring matrix as needed to ensure that the evaluation team can fairly assess each solution on a level playing field.
  - 3.7 The Contractor will provide support to the County and the evaluation team during contract negotiations and award to assure the final contract reflects the commitments made by the respondent in the proposal and subsequent negotiations for all equipment, services and implementation deliverables.
  - 3.8 The Contractor will document all contractual requirements and will facilitate the knowledge transfer necessary to avoid gaps between the teams that worked on the proposal and acquisition stages, with the incoming contractor implementation teams, project managers, technicians, and end users, to ensure consistency and continuity for a successful end-to-end project completion.
  - 3.9 Assist with the implementation plan, final system design, project management and implementation support, document and manage any change orders approved on the project.
  - 3.10 Develop system acceptance criteria and document that each deliverable has been adequately installed or delivered and is operational.
  - 3.11 Provide full support and project management tasks until the system is fully installed, operating, and delivering the expected functionality for final system acceptance.
- 4.0 **CORE TASKS AND DELIVERABLES:**
- 4.1 Data Gather, Identify User Needs and Defining Requirements.
  - 4.2 Solicitation:
    - 4.2.1 Prepare solicitation the solicitation scope or work and provide to Procurement Officer for review and incorporation into the County's solicitation template.
    - 4.2.2 Prepare development of suggested proposal evaluation criteria and related evaluation tools.

- 4.2.3 Take all actions necessary to address issues and concerns identified by the Procurement Officer.
- 4.2.4 Provide all work products to the Procurement Officer in WORD and Excel format.
- 4.2.5 Attend pre-proposal conference and assist Procurement Officer by providing overview of project and addressing questions from attendees.
- 4.2.6 Assist Procurement Officer by providing answers to questions received at the pre-proposal conference.
- 4.2.7 Review and become familiar with all responsive proposals in order to assist the proposals evaluation team.
- 4.2.8 Assist proposals evaluation team by attending all evaluation team meetings and providing technical guidance to the evaluation team.
- 4.2.9 Participate in all Board of Supervisor and County management briefings/presentations as requested to aid in the completion of the project objectives.
- 4.2.10 Assist the Procurement Officer in negotiations as requested.
- 4.3 Support the Procurement Officer with documentation and technical input as requested.
- 4.4 Project management – Weekly Meetings
  - 4.4.1 Meetings with Stakeholders/OET and/or contractor
  - 4.4.2 Prepare meeting agenda, notes track action items, task completion status, etc
  - 4.4.3 Prepare reports as requested
- 4.5 Support/Coordinate Implementation activities with awarded Contractor and County.
  - 4.5.1 Test Area – **TBD** (Telecom/IT Department/Data Center)
  - 4.5.2 OET
  - 4.5.3 Downtown Court Tower Building
  - 4.5.4 Rest of County facilities; post-Downtown Court Tower Building implementation
- 4.6 Review invoices from contractors to assure receipt of all equipment and services related to the installation and implementation of telephone equipment in County facilities. Any changes or modifications must be noted on invoices for correction prior to payment by the County.
- 4.7 Other activities as needed as mutually agreed.

5.0 **CONFIDENTIALITY:**

The Contractor will be required to sign a confidentiality agreement as specified by the County and adhere to all County security and ethical policies.

6.0 **REPORTS:**

The Contractor shall provide weekly project reports during key project stages and monthly reports during less active project phases to the County's assigned Program Manager. This will include a master project

plan and status reports in formats provided by County. If additional reporting is required, the County will provide the format and intervals as needed.

**7.0 LOCATIONS AND TERM OF PERFORMANCE:**

The Contractor will perform tasks at various locations for meetings and implementation activities, all other administrative tasks can be performed at the Contractor's own facilities or an office location may be provided by the County.

**EXHIBIT C**  
**SAMPLE PROJECT TIMELINE**

| <b>Tasks</b>   | <b>Start Date</b> | <b>End Date</b> | <b>Resources</b>                                       |
|--|-------------------|-----------------|--|
| RFP #10046 - Proposed selection and negotiation                      | 6/9/10            | 7/7/10          | <b>Office of Procurement Services</b>                  |
| Proposed award of Contract   | 7/7/10            | 7/7/10          | <b>Office of Procurement Services</b>                  |
| Finalize SOW with <b>Office of Procurement Services</b> -7/7/10      | 7/7/10            | 7/7/10          | Victoria   |
| Kick off Meeting with Team   | 7/8/10            | 7/8/10          | Victoria,County, <b>Office of Procurement Services</b> |
| Weekly Project Meeting & Status Report                               | 7/14/10           | 12/28/11        | Victoria   |
| Administration Activities  | 7/16/10           | 2/24/12         | Victoria   |
| Court Tower Telecommunication Wiring Specs/Plans (RFP sect 1.3 pg 3) | 7/8/10            | 8/16/10         | Victoria   |
| Identify any gaps for Court Tower                                    | 8/2/10            | 8/9/10          | Victoria   |
| MS Project Plan  | 7/9/10            | 9/9/10          | Victoria   |
| Monthly Updates to Project Plan                                      | 10/4/10           | 12/5/11         | Victoria   |
| Gather Requirements (2.1)  | 8/9/10            | 9/17/10         | Victoria   |
| Court Towers   | 8/9/10            | 8/27/10         | Victoria   |
| Support/testing Location for Court Towers/OET                        | 8/9/10            | 8/13/10         | Victoria   |
| *Remaining Enterprise Solution                                       | 8/9/10            | 9/17/10         | Victoria,Tim[10%],Pedro[25%],Bob[10%],SA[10%]          |
| Review Network   | 8/23/10           | 8/31/10         | Victoria,SA[20%],Tim[20%]                              |
| DR and/or Data Center  | 8/23/10           | 8/31/10         | Victoria[75%],Tim[20%],SA[50%]                         |
| Identify SLA Requirements  | 8/17/10           | 8/19/10         | Victoria,Bob[50%]                                      |
| Assess Implementation Requirements                                   | 8/16/10           | 8/20/10         | Victoria   |
| Assess System Projected Growth Requirements                          | 8/16/10           | 8/20/10         | Victoria   |
| Identify Redundancy & Disaster Recovery Requirements                 | 8/30/10           | 9/10/10         | Victoria,Bob[20%],Tim[20%],SA[25%]                     |
| Prepare & Write Draft RFP Requirement                                | 8/13/10           | 9/23/10         | Victoria,Bob,Tim,Pedro,SA                              |

|  |          |          |   |
|--|----------|----------|---|
| Ener Draft RFP into the <b>Office of Procurement Services</b> Template | 8/13/10  | 9/23/10  | Victoria,Bob[10%],Tim[10%],SA[10%]                        |
| County Review of Draft RFP   | 9/14/10  | 9/22/10  | County,Victoria, <b>Office of Procurement Services</b>    |
| County ReviewFinal RFP   | 9/23/10  | 9/28/10  | County,Victoria, <b>Office of Procurement Services</b>    |
| Finalize Draft RFP   | 9/30/10  | 10/4/10  | Victoria,Bob,Pedro,Tim,SA,County                          |
| Identify Evaluation Panel  | 11/11/10 | 11/11/10 | County, <b>Office of Procurement Services</b>             |
| Meetings with <b>Office of Procurement Services</b>                    | 8/10/10  | 2/21/12  | Victoria  |
| Establish Evaluation Value Criteria                                    | 9/30/10  | 10/4/10  | County, <b>Office of Procurement Services</b> ,Victoria   |
| Final Changes to RFP   | 10/8/10  | 10/8/10  | Victoria  |
| Deliver to <b>Office of Procurement Services</b>                       | 10/8/10  | 10/8/10  | Victoria  |
| Review with <b>Office of Procurement Services</b>                      | 10/12/10 | 10/12/10 | Victoria, <b>Office of Procurement Services</b> ,County   |
| Release RFP to Vendors   | 11/2/10  | 11/2/10  | <b>Office of Procurement Services</b>                     |
| Publish RFP  | 11/2/10  | 11/30/10 | Victoria  |
| Publish RFP  | 11/2/10  | 11/2/10  | <b>Office of Procurement Services</b>                     |
| Pre Bid Conference   | 11/16/10 | 11/16/10 | Victoria  |
| Pre Bid Conference   | 11/16/10 | 11/16/10 | <b>Office of Procurement Services</b> ,Victoria,Pedro     |
| RFP Clarifications   | 11/19/10 | 11/30/10 | Victoria  |
| Vendor Questions/Clarifications Submitted                              | 11/19/10 | 11/19/10 | <b>Office of Procurement Services</b>                     |
| Responses to Vendors/Supplier Questions                                | 11/22/10 | 11/30/10 | Victoria[80%],Tim[5%],Pedro[5%],Bob[5%],SA[5%]            |
| RFP Responses Due  | 12/15/10 | 12/15/10 | <b>Office of Procurement Services</b>                     |
| Vendor Responses are Due   | 12/15/10 | 12/15/10 | <b>Office of Procurement Services</b>                     |
| RFP Review   | 12/17/10 | 2/15/11  | <b>Office of Procurement Services</b>                     |
| Committee Receives Bids to Evaluate                                    | 12/17/10 | 12/17/10 | <b>Office of Procurement Services</b> ,Victoria           |
| Proposal Evaluation  | 12/27/10 | 1/21/11  | County,Victoria,SA, <b>Office of Procurement Services</b> |
| Meet with Evaluation Panel   | 1/24/11  | 1/24/11  | <b>Office of Procurement Services</b> ,County,Victoria    |
| Document Clarifications  | 1/25/11  | 1/27/11  | <b>Office of Procurement Services</b> ,County,Victoria    |
| Issue Question/Clarifications to each Vendor/Supplier                  | 1/28/11  | 1/28/11  | <b>Office of Procurement Services</b>                     |
| Vendor/Supplier Clarification Responses Due                            | 1/28/11  | 2/3/11   | Vendor  |
| Review Vendor/Supplier Clarifications                                  | 2/4/11   | 2/10/11  | <b>Office of Procurement Services</b>                     |

|  |          |          |   |
|--|----------|----------|---|
| Meet with Evaluation Panel                                 | 2/15/11  | 2/15/11  | Office of Procurement Services,County,Victoria                                      |
| Identify Finalists   | 2/15/11  | 2/17/11  | Office of Procurement Services,County,Victoria                                      |
| Demonstration of Products                                  | 3/1/11   | 3/3/11   | Office of Procurement Services,County,Victoria                                      |
| Vendor Selection   | 3/24/11  | 3/24/11  | Office of Procurement Services,County,Victoria                                      |
| Meet with selected vendor                                  | 3/24/11  | 3/24/11  | Office of Procurement Services,Victoria   |
| Letter of Intent   | 3/29/11  | 3/29/11  | Office of Procurement Services  |
| 2 week wait (Protest Period)                               | 3/29/11  | 3/29/11  | Office of Procurement Services  |
| Review Contract terms, deliveralbes and start defining SOW | 4/5/11   | 6/6/11   | Office of Procurement Services,County,Victoria,SA[10%],Pedro[15%],Tim[15%],Bob[15%] |
| 2 week wait (Protest Period)                               | 3/29/11  | 4/11/11  | Office of Procurement Services  |
| Final Negotiations - Meeting                               | 5/17/11  | 5/17/11  | Victoria, Office of Procurement Services  |
| Board Approval   | 4/12/11  | 5/11/11  | County  |
| Contract Award   | 6/1/11   | 6/17/11  | Office of Procurement Services  |
| Issue Contract   | 6/1/11   | 6/2/11   | Office of Procurement Services  |
| Received Excecuted Contracts/SOW                           | 6/9/11   | 6/10/11  | Office of Procurement Services,Victoria   |
| Issue PO   | 6/15/11  | 6/16/11  | County  |
| Vendor Order Equipment/ Review Order/Meeting               | 6/23/10  | 6/23/10  | Vendor, Office of Procurement Services,Victoria                                     |
| Delivery of Equipment                                      | 8/18/11  | 8/22/11  | County  |
| Equipment Installation                                     | 8/17/11  | 12/14/11 | Vendor,County,Victoria  |
| Post Cut Over  | 9/1/11   | 6/29/12  | Vendor,County,Victoria  |
| Post Cut Over Activities                                   | 12/14/11 | 2/14/12  | Victoria,Pedro,SA   |
| Punch down list of outstanding items                       | 12/15/11 | 2/15/12  | Victoria,County   |
| Create Acceptance Plan                                     | 10/3/11  | 2/17/12  | Victoria[50%],County, Office of Procurement Services,SA[10%],Tim[10%],Bob[10%]      |
| Validate and Accept System                                 | 2/13/12  | 6/29/12  | Victoria[50%], Office of Procurement Services,County,SA[10%],Tim[10%],Bob[10%]      |
| managing post cut over activities                          | 9/1/11   | 2/29/12  | Victoria  |
| Project Completion - Court Tower                           | 2/29/12  | 3/1/12   |   |

**EXHIBIT D****OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts