

SERIAL 11150 ITN TELECOM EXPENSE MANAGEMENT & CHARGEBACK SOLUTION

DATE OF LAST REVISION: March 28, 2012 CONTRACT END DATE: March 31, 2017

CONTRACT PERIOD THROUGH MARCH 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TELECOM EXPENSE MANAGEMENT & CHARGEBACK SOLUTION**

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 **March 28, 2012**.

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/ua
Attach

Copy to: Office of Procurement Services
John Ahl, OET

(Please remove Serial 07136-IGA from your contract notebooks)



CONTRACT PURSUANT TO ITN

SERIAL 11150-ITN

This Contract is entered into this 28th day of March, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Telecom Resources International, Inc. (herein after referred to as TRI), an Arizona corporation ("Contractor") for the purchase of a telecom expense management (TEM) system.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 28th day of March, 2012 and ending the 31st day of March, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

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
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

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:

6.2.1 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-, VII or higher. 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.

6.2.2 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.

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

6.2.4 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.

6.2.5 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.

6.2.6 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.

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

6.2.8 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.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 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.

6.2.10 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 \$1,000,000 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.

6.2.11 Workers' Compensation.

6.2.11.1 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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 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.

6.2.12 Certificates of Insurance.

6.2.12.1 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.

6.2.12.1.1 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.

6.2.12.1.2 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.

6.2.13 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 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
Attn: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Telecom Resources International, Inc.
Attn: Pedro Romeiro
7119 E. Shea Blvd. #109-486
Scottsdale, AZ 85254
Attn: Pedro Romeiro

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.8 TERMINATION FOR DEFAULT:

6.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

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

6.15.1 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.

6.15.2 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.

6.16 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.

6.17 ALTERNATIVE DISPUTE RESOLUTION:

6.17.1 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:

6.17.1.1 Render a decision;

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

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

6.17.2 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.

6.17.3 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.

6.18 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.

6.19 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.

6.20 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.

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

6.21.1 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 and A.R.S. §23-214(A). 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 and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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.

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

6.22.1 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.

6.22.2 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 CONTRACTOR LICENSE REQUIREMENT:

6.23.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.23.2 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.

6.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.24.1 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:

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

6.24.1.2 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;

6.24.1.3 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

6.24.1.4 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.

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

6.24.3 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.

6.25 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.

6.26 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

6.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Exhibit B the terms of this Contract shall prevail.

6.28 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:

6.28.1 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,

6.28.2 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.

6.28.3 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.

6.29 INCORPORATION OF DOCUMENTS:

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

6.29.1 Exhibit A, Pricing;

6.29.2 Exhibit B, Scope of Work; and

6.29.3 Exhibit C, Hosting Requirements

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

CONTRACTOR

Victoria Thomas
AUTHORIZED SIGNATURE

VICTORIA THOMAS - PRESICED
PRINTED NAME AND TITLE

7119 E. Shea Blvd. 109-486
ADDRESS Scottsdale, AZ 85254

3/28/12
DATE

MARICOPA COUNTY

Mark Wilson
CHAIRMAN, BOARD OF SUPERVISORS

APR 11 2012
DATE

ATTESTED

[Signature]
CLERK OF THE BOARD 032812

APR 11 2012
DATE

OFFICE OF ENTERPRISE TECHNOLOGY

Stephen L. Wetzel
CHIEF INFORMATION OFFICER

4/3/2012 OTI
DATE

APPROVED AS TO FORM

[Signature]
LEGAL COUNSEL

April 4 2012
DATE

EXHIBIT A

SERIAL 11150-ITN
 NIGP CODE: 91895
 RESPONDENT'S NAME: Telecom Resources International, Inc. dba-TRI, Inc.
 COUNTY VENDOR NUMBER: 2011000599
 PO ADDRESS: 7119 E. Shea Blvd. #109-486
 Scottsdale, AZ 85254
 PHYSICAL ADDRESS: 9690 East Ironwood Square Drive, Suite 220 Scottsdale, AZ 85258
 TELEPHONE NUMBER: 480-391-3800 cell: 602-722-0255
 FACSIMILE NUMBER: 480-451-1247
 WEB SITE: www.tri-1.com
 CONTACT (REPRESENTATIVE): Pedro Romeiro Cell 602 722-0255
 REPRESENTATIVE'S E-MAIL ADDRESS: promeiro@tri-1.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES
 WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO
 WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS:
 NET 15 DAYS

1.0 PRICING (HOSTED)

1.1 ANNUAL SUBSCRIPTION COSTS (payable monthly per payment terms)
 Includes: Integration support, training and technical assistance.

YEAR 1	\$	180,000.00
YEAR 2	\$	180,000.00
YEAR 3	\$	180,000.00
YEAR 4	\$	180,000.00
YEAR 5	\$	<u>180,000.00</u>
TOTAL 5 YEAR COST	\$	900,000.00

2.0 OTHER PRICING (LIST AS NEEDED):

Professional Services Rate Schedule -for additional tasks not outlined in Exhibit B

- 2.1 Custom TEM Software Application Development-\$90.00 Per Hour
- 2.2 Provisioning of Carrier Services/ Order management-\$35.00 Per Hour
- 2.3 Carrier wireline services inventory Audit- Building by Building Audit- \$35.00 Per Hour
- 2.4 All other TEM Management services included and available at no cost: Included
- 2.5 Carrier Contract Negotiations/ procurement of services RFP: Included
- 2.6 Service Plan Optimization: Included
- 2.7 Carrier Billing Auditing and Discrepancy Management: Included
- 2.8 Baseline Asset Management: Included
- 2.9 MC- TEM Admin Support/Chargeback- 1 day per week on site support at no charge
 Charge Service value \$18,720 annually- 5 year Value \$93,600.00

EXHIBIT B**SCOPE OF WORK****INTENT:**

Maricopa County, Arizona, is the nation's fourth largest county in terms of population size – 3.6 million – and the 14th largest in the continental United States in land area, covering 9,226 square miles. Twenty-four cities and towns are located in the County; its largest city, Phoenix, is the County seat. County government is comprised of 13,524 employees who utilize 14,168 telephone and fax lines, 7,043 voice mail boxes, 4,540 cell phones, 1,079 pagers, 1,955 RAS/VPNs, 32,351 data ports and 6,836 radios. Base level telecom costs for the County for FY 2011 totaled \$16,419,270. On a monthly basis, the County's Office of Enterprise Technology charges back approximately \$1,300,000 in telecom expenses to 145 different organizational units across 16 cost categories.

BASIC REQUIREMENTS:

Maricopa County's basic requirements for a telecom expense management and chargeback solution must include the capability to electronically import billing statements from vendors online, via CDRom or PDF file; import manual bills from twenty other non-electronic vendors; have the ability to display all fixed County telecom charges; accept uploads of work order and other telephone land line and voice mail box data from our two work order systems, Comit and MCM; sort all of the above telecom costs for 145 different organizational units across 16 cost categories; provide customized billing statements where the data can be sorted and uploaded to Excel; compile over a \$1,300,000 dollars a month in telecom charges into four chargeback categories by department; system generate department chargeback journal vouchers that can be automatically uploaded into the county's financial system; and provide online customer viewing of each department's telecom statement and associated call detail.

All of Maricopa County's telecom expenses must be imported into a single system that will sort, convert, verify, post, allocate, chargeback and display for the following sixteen cost categories:

506/372 Exchange – Fixed Charge for Land Line Telephones/Voice Mail Equipment and Services

Fixed Network Access – Fixed Charge for Data Ports/Jacks Equipment and Services

Fixed RAS/VPN – Fixed Charge for Remote Access

Miscellaneous Telephones – Remote Telephone Lines

Qwest – Circuits and T1 Lines

Qwest Frame Relay – Circuits and T1 Lines

506/372 Long Distance – Land Line Long Distance

Global and Qwest Long Distance

Other Long Distance

Leased Equipment

Cell Phones

Pagers

Voice Work Orders – Labor and Materials

Data Work Orders – Labor and Materials

Fixed Radio – Fixed Charge for Hand-held and Mobile Radios

Radio Work Orders – Labor and Materials

SPECIFIC REQUIREMENTS:

Data Collection:

Loading of Electronic Carrier Invoices: The system must ensure that all electronic carrier invoices are loaded into the application as soon as they are available online for each billing month.

TRiWatchDog meets or exceeds:

TRi currently tracks all County invoice data availability, retrieving and importing each report as soon as it becomes available.

Loading of Electronic Carrier Invoices Collected from CDs and PDF Files: Some carriers provide electronic invoices in CDROM media or through a PDF file. The system must be able to import data through CDs and PDF files.

TRiWatchDog meets or exceeds:

TRiWatchDog currently loads all County data available via CDROM and in a wide variety of electronic formats. PDF images of invoices are included as attachments to each Invoice record in the system.

Paper Invoices: When electronic data is not available from a telecom carrier, the system must be able to accept paper invoices that will be manually loaded into the system.

TRiWatchDog meets or exceeds:

TRiWatchDog currently accepts all County invoices that are available only as paper. These invoices become part of the dataset record in the same manner as electronic invoices. As with electronic invoices, PDF images are attached to the “paper” invoices for reference.

Other County Data Collected for Chargeback: In addition to carrier billing, the system must be programmed to display fix charges by department and have the ability to import internal telecom charges and information from various County and 3rd party systems – Comit, MCM, etc.

TRiWatchDog meets or exceeds:

TRiWatchDog provides sophisticated rule configuration for “fixed charges”. The rules establish a specific amount to be charged back to a given department *in a specific Category and on a specific Journal Voucher*. The Amount may be specified explicitly, or may be specified as a Quantity (e.g. RAS access accounts) multiplied by a Rate. The Rate is selectable from among the established (configured) Service Fees for the current Fiscal Year. Enhanced validation rules and an improved management console will be available in the next release of TRiWatchDog (1Q12).

TRiWatchDog is integrated with Comit and MCM, automatically receiving and importing their respective reports each month. The full reports are available via TRiWatchDog to the OET staff, and each department’s portion is available to that department via their monthly Statement. TRiWatchDog rolls the MCM work order items into “invoices” as required by the County.

Cost Allocation/Vendor Payment:

Chart of Accounts: Prior to the beginning of each fiscal year, department chargeback funding strings must be imported from the County’s Chart of Accounts in order to ensure old funding strings are excluded and new funding strings are brought online. Appropriate system rules must be adjusted or established to ensure the proper allocation of costs to each department.

TRiWatchDog meets or exceeds:

TRiWatchDog includes a custom Maricopa County Chart of Accounts module. The module models the County’s

entire CoA and provides sophisticated validation services to other modules that accept, process, or export funding strings.

The County uses only a handful of funding strings for invoice payment, but a very large set of (completely exclusive) funding strings for chargebacks (JVs). TRIWatchDog manages the funding strings that are used for payment separately from those used for chargebacks, greatly simplifying the management process and the ability to identify a desired payment funding string when needed.

At each new fiscal year, TRIWatchDog's custom Maricopa County Chargeback module executes an intelligent process to migrate funding strings forward. Strings that no longer validate (in the New Year's CoA) are excluded from the migration and written to an exception report. OET personnel are then able to process the much-smaller set of exceptions: strings that failed migration, strings that are net-new, and strings that require explicit changes.

Payment funding strings are cached, such that payment of a given invoice will pre-fill with the same string that was used to pay the last invoice for the account. However, the system will allow selection of any valid payment string, to handle any exceptional cases.

System Sorts: All telecom cost data collected above must be accurately sorted into sixteen different cost categories for 145 different County organizational units.

TRIWatchDog meets or exceeds:

TRIWatchDog allows the County to configure its cost categories, to add, edit, and remove them. Each cost category is associated with a County-specific JV group and funding string activity code, which is required for channeling costs through the entire chargeback process.

TRIWatchDog allows the County to manage its organization units, making them available for cost allocation. Chargeback Rules establish the mapping of each cost element to a given Category and Department. Each month, TRIWatchDog sorts the County's telecom data into the configured cost categories and allocates each charge to a specific department.

Cost Allocation: After all of the County's telecom data has been sorted into sixteen different cost categories for each department, the system must be able to allocate these charges by department into four chargeback categories – baseline, discretionary, cell and radio chargeback costs.

TRIWatchDog meets or exceeds:

A sophisticated rule configuration system and intelligent algorithm allow the County to specify which chargeback category a charge should be placed in. That information is used to map charges to appropriate Journal Vouchers in the very specific way required by the County.

Journal Voucher Development and Transmission: After costs by department have been allocated into four cost categories, the system must be able to create a Maricopa County journal voucher that can be automatically uploaded to the County's financial system (Advantage). The system must be able to place the journal vouchers in a hold position prior to upload to allow for review and journal voucher approval.

TRIWatchDog meets or exceeds:

TRIWatchDog maps the categorized charges to six specific Journal Vouchers required by the County. Initially the JVs are held in TRIWatchDog for review. The JVs are viewable and editable by OET staff in an intuitive format that matches exactly that represented by the County's previous chargeback process spreadsheet. After review, the OET staff user is able to submit one, several, or all of the outstanding Journal Vouchers automatically to Advantage by the click of a button. The transmission file that is sent to Advantage is a custom fixed-length format file; all values are automatically extensively validated to avoid import issues. JVs are uploaded to the FTP server immediately, and an email is sent automatically to the (configurable) appropriate parties to notify them to run the necessary Advantage process at the next opportunity.

JVs that have been submitted to Advantage are archived, so that only the current JVs that require action are visible by default. The archives are easily access via one click in the JV list view.

Vendor Payment: Based upon invoices received from telecom carriers, the system must be able to create a Maricopa County payment voucher that can be automatically uploaded to the County's financial system (Advantage). The system must be able to place the payment vouchers in a hold position prior to upload to allow for review and payment voucher approval.

TRIWatchDog meets or exceeds:

As with Journal Vouchers, Payment Vouchers are dynamically created during the invoice payment process. All existing PVs are initially held for review. Upon successful review, OET staff are able to select one, several, or all existing PVs and upload them to the Advantage server with the click of a button. The transmission file that is sent to Advantage is a custom fixed-length format file; all values are automatically extensively validated to avoid import issues. PV transmission files are sent to the Advantage server immediately, where they are imported nightly.

PVs that have been submitted to Advantage are archived, so that only the current PVs that require action are visible by default. The archives are easily access via one click in the PV list view.

July Accrual/End-of-Year Reversal: The system must be able to take adjusted June cost allocations and chargebacks and have them reflected as July cost allocations and chargebacks. This is called the July Accrual. At the end of the fiscal year, the July Accrual needs to be reversed through journal voucher entries into the County's financial system (Advantage).

TRIWatchDog meets or exceeds:

TRIWatchDog includes County-custom features to create a copy of any Journal Voucher and to create a *reversed* copy. The copies are editable by OET staff to set Accounting Period, Transaction Date, etc.. Individual values (lines) in the JV can be edited, for example to remove abnormal June charges from the July Accrual.

Work Order Management:

Work Order Data Entry: The system must contain a work order module that allows customers to enter work order requests online in order to move, add or change their voice, data, pager, cellular and radio requirements. The system's work order entry format must contain data fields that identify the customer, service type and description of service requested as prescribed by the County.

TRIWatchDog meets or exceeds:

TRIWatchDog presents a County-custom work order form, that dynamically expands based on the user's interaction (e.g. what type of service is being ordered), to display only appropriate options. New work orders are auto-saved as they are entered; if they are interrupted for any reason, the user will find their partially-completed work order available for them when they return to TRIWatchDog.

The next release of TRIWatchDog (1Q12) will include enhanced integration of service inventory and device inventory management with the Work Order module. The County will be able to track the life-cycle of each device (e.g. mobile phone) that enters its inventory. Each Subscriber (employee) will also be modeled, such that devices may be assigned to and from specific Subscribers and lines of service.

Status/Follow-up: Once a work order has been entered, the system must log the request onto the customer's order list which will describe the work order and will provide an ongoing status of the request. An e-mail must be generated back to the customer at the time of work order submittal in order to notify the customer that the work order has been received.

TRIWatchDog meets or exceeds:

Users receive an email notification upon submission and whenever OET staff updates an order. Users always have access to all of their own work orders via a searchable, filterable list/queue. Each work order has an associated comment trail, allowing OET and initiators to correspond throughout the life-cycle of the work order. Other documents may be attached to each work order, either by the initiator or by OET staff.

Summary of Completed Work Orders: The system must include with every monthly department statement a listing of completed work orders with details on when the work order was completed and all labor, materials and equipment costs. At the time of work order closure, an e-mail must be generated back to the customer stating the work order has been closed.

TRiWatchDog meets or exceeds:

When a work order is closed, TRiWatchDog sends a notification email to the initiator. All work orders, in any status, are available via the user's searchable order list. All work orders incurring a charge are included in the department's monthly statement.

Reports

Online Statements: The system must create monthly department statements, including summary information on each department's telecom costs across sixteen cost categories; call detail on each customer's land lines and cell phones; as well as other account detail provided on carrier invoices that describes account service and costs.

TRiWatchDog meets or exceeds:

The County-custom Statements module creates monthly statements for each County department. The statements are initially held for review by OET staff. Upon successful review, OET staff release the statements (individually or all at once) to the departments. Upon release of a statement, an email notification is sent to the representative of that statement's department. OET can configure any number of department representatives to have access to the statement.

Specific Reports: The system must be able to produce a variety of canned reports such as summary cell phone usage reports by department/cell phone, detail summary monthly cost reports by department and cost category, costs by vendor by month, costs by cost center, costs per service and vendor/County inventory volume, trend and inventory control reports. Additionally, the system must be able to produce "ad-hoc" reports by any combination of data elements within the system.

TRi meets or exceeds:

TRiWatchDog currently provides each of the canned reports, and provides some level of ad-hoc reports via selectable columns on all lists. All data is exportable for further processing in, e.g. Excel. TRi is highly responsive to custom and ad-hoc reporting requests, typically responding to a request within an hour, and fulfilling the request within hours or days (depending on urgency). New canned reports may easily be added to the system, without changing source code or deploying a new release. The next release (1Q12) will include greatly-enhanced features for ad-hoc reporting, including ability to specify ranges and/or specific matching values for many data listing views.

Customer Access:

User Authentication: The system must support user and group level authentication and privilege authorization capability to ensure proper/logical access controls are maintained.

TRi meets or exceeds.

System Availability: The system must be available to Maricopa County users 24 hours per day, 7 days a week, excluding: (i) scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration, and (ii) unscheduled downtime caused by other forces beyond the immediate control of the vendor, hardware failures, or downtime caused by the County's network or the Internet. System administrators will coordinate with the County to ensure, to the greatest extent possible, that downtime is scheduled so that County operations are only minimally impacted or not impacted at all.

TRi meets or exceeds.

Online Viewing: The system must have the ability to provide customers online viewing access to their department statements and work order lists via a secured web portal.

TRI meets or exceeds.

Data Integrity/Security:

Data Backup: The system must perform data backups on a regular basis, storing the incremental state of the County database server instance every evening and the complete state of the application server on a weekly basis. Back-up files must be compressed and encrypted with a high-grade cypher, and then secured at a separate data-center on high-availability online storage. Back-up files must be immediately accessible at all times, allowing restoration of the entire server instance or retrieval of specific pieces of data within hours.

TRI meets or exceeds.

Data Archiving: The system must be capable of maintaining and accumulating records online indefinitely. Additionally, system administrators must archive all County telecom data from Fiscal Years more than six years earlier than the current Fiscal Year, i.e. seven years are kept online. All archives must be secured and maintained in the same manner as the data back-ups described above. Thus, archived records must be available for timely retrieval whenever required.

TRI meets or exceeds as detailed in the current TEM Operating Agreement

Records Retention: System administrators must retain archived County records indefinitely while under contract with the County. If at some future date this contract is discontinued, the County's current production data will be archived and all archives will be delivered to the County via a mechanism convenient to both parties at that time (e.g. DVD-ROM). Archived records can take the form of (1) raw data suitable for loading into commonly-available relational database management systems, upon which ad hoc queries can be executed, and (2) static HTML pages containing charge statements that have been prepared monthly for individual departments.

TRI meets or exceeds as detailed in the current TEM Operating Agreement

Data Security: System administrators must utilize industry standard preventative tools and techniques for all application platforms with the goal of lessening the risk of a system compromise. Unnecessary system services and applications must be permanently disabled, directory and file permissions must be strictly enforced and relevant operating system and application security related patches must be applied in a timely manner within the normal maintenance periods. In addition, TCP/IP filtering and authentication tools must be applied and system and application logs must be logged to dedicated-logging servers where they can be analyzed for anomalies and errors. Encryption must be used for all online services.

TRI meets or exceeds as detailed in the current TEM Operating Agreement

Operating Service Responsibilities for TRIWatchDog:

This section describes the roles and responsibilities assumed by TRI and Maricopa County, for the overall operations of the TRIWatchDog™ TEM Application.

Technical Support: Telecom Resources International, Inc. shall provide technical support to Maricopa County for the TRIWatchDog™ TEM services. The online helpdesk service is available 24 hours a day, 7 days a week at <http://support.triwatchdog.com/>. All service requests must be submitted online, for proper tracking and service performance reporting. Additional telephone customer service support service is available Monday thru Friday, 5 days a week, 8:00 AM to 5 PM.

Special Service Requirements: Should the TRIWatchDog system encounter significant system issues that affect other County business processes and systems; specifically the payment of invoices or the processing of JVs at month-end/year-end; or other emergency situations where the County requires immediate action to rectify a problem, TRI will provide 24X7 service support, to bring TRIWatchDog™ back to normal processing.

TRIWatchDog Helpdesk: To ensure quality and delivery of committed support services, TRIWatchDog™ web based Helpdesk application is the main method of communications used for the County to submit service tickets and for TRI to provide support status. This allows Maricopa County to submit service request tickets for any issues related to TRIWatchDog™ service and operations. TRIWatchDog Helpdesk

tracks all service requests, reports on response levels, tickets work status/resolution and many other customer service level statistics valuable to both the County and TRI to measure the adequacy of level of services provided.

Technical Support: Procedures: OET's designated system administrators can submit service tickets and describe the type of issue, problem, question, and requests for service, training, and any other service type of inquiry. Each ticket submitted is classified based on its urgency level. All tickets go through a work process until a resolution is achieved and the ticket is closed. TRI will be reviewing monthly statistics on number of tickets (categorized by severity) along with average and maximum response times and average and maximum resolution times, including identification of any response, or resolution-times that exceeded service requirements. TRI will adjust personnel and process accordingly. Response time is defined based on 2 levels of urgency. 1- Urgent response will be initiated within 20 minutes, and 2- Minor Issue response initiated within 24 hours. All service requests are stored and tracked in the Helpdesk application. This data and related reports is available to OET upon request to ensure service levels are meeting the desired response and problem resolution as defined in this agreement.

Technical Support Urgency Levels:

Urgency Definition:

Urgent Level Issue Definition: an issue that affects a central requirement for which there is no workaround. It prevents either use or testing of the system, and an issue that affects a central requirement for which there is a limited workaround. Use or testing of the system can proceed in a degraded mode.

Minor Level Issue Definition: an issue that affects a non-central requirement. The feature cannot be used and or a cosmetic--information is correctly shown but the appearance is wrong, such as misspelled words, wrong font, wrong indentation, etc.

Issues submitted through the online help desk will be assigned to a Support Agent who will respond directly to the submitter within the defined response times listed above. Issues of greater urgency -- for example, those occurring during business hours and requiring a response before business hours recommence --should be additionally communicated via telephone to Maricopa County's Primary Support Representative

System Availability and Uptime: TRIWatchDog™ Hosted Software Application and Services. Subject to the terms of this Agreement, TRI will provide Maricopa County with access to TRIWatchDog™ Hosted Software Application and related Services. TRI will use reasonable efforts to make the Hosted Software Application available twenty-four (24) hours per day, seven (7) days a week, excluding: (i) scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration. Scheduled downtime activities take place during midnight hours; When it is determined that downtime will be required for maintenance, TRI will coordinate with the County to ensure, to the greatest extent possible, that downtime is scheduled such that County operations are either not impacted or are minimally impacted. TRI shall notify Maricopa County in advance when maintenance is scheduled, or as soon as possible, in case of any other unexpected event, and (ii) unscheduled downtime caused by other forces beyond the immediate control of TRI, hardware failures, or downtime caused by Client's network or the Internet.

Telecom Carrier Invoices and Process Procedures

Loading of Electronic Carrier Invoices: TRI ensures that all electronic carrier invoices are loaded into the application as soon as they are available online. The TRIWatchDog™ software application provides alerts to its end users at the County on missing invoices after the expected due date expires.

County Responsibility: The County is responsible for notifying TRI when invoices are missing. TRI helpdesk support will troubleshoot the problem upon notification from the County. TRI assumes no responsibility if the carrier fails to deliver the data as expected. If the account was closed by the County and TRI is asked to troubleshoot the problem, additional charges may apply. Additional

charges are based on time and materials. Hourly rate for support is \$90.00 per hour during standard business hours.

Loading of Electronic Carrier Invoices Collected from CDs: Some carriers provide electronic invoices in CDROM media only. **County Responsibility:** It is the County's responsibility to ensure that TRI receives this data in a timely manner. The County may either have the vendors mail the CDs directly to TRI, or the County is responsible for mailing the CDs to TRI within 3 days of receiving them. TRI will load the CD data within 24 hours from receiving the data. In addition to the electronic invoice files contained in the CD, with some carriers a PDF file may also be available. TRI will upload these PDF invoice files when available. **Disclaimer;** *TRI is not responsible for any data that is lost in the mail or for incorrect or incomplete billing data provided by the service provider.*

Paper Invoices. When electronic data is not available, paper invoices can be loaded into TRIWatchDog™ manually as described in the user's guide. **County Responsibility:** Maricopa County is responsible for and has the ability to perform this task, and the Accounting staff has been trained and is currently performing this activity. The County is responsible for entering these paper invoices. Upon request, however TRI can assist the County with this task, additional charges would apply as described in the services agreement professional fees schedule. The professional services fee schedule is include at the end of this document.

Telecom Contracts and Service Plan Management:

Change of Carriers, Related Billing Invoices and Related New Telecommunications Contracts: As part of the TEM solution, TRI provides at no additional cost, consulting and professional services to the County to ensure that all new procured services meet TEM requirements. It is highly recommended that the County involves TRI in this process prior to any RFP or solicitation for new carrier services. **Cautions:** new carriers may not meet the requirements of the County for TEM integration and may not be able to provide electronic billing. Some may have PDF format billing which is not conducive to TEM operations and can significantly impact its effectiveness, continuity and success. **Disclaimer:** TRI assumes no responsibility for any negative impact to TEM operations caused by carrier changes where TRI had no participation in the carrier selection process. TRI has no affiliation with any carrier and receives no compensation from any carrier; therefore the intent for participation is strictly to protect the best interests of the County and to ensure that the County's TEM objectives are achieved. **County Responsibility:** The County must provide 30 days advance notice to TRI prior to initiating the carrier procurement process, to allow TRI to secure and assign its consulting resources to the project.

Changes of Wireless and Wireline Carrier Services with New Account Structures. It is fairly straight forward to port existing numbers and billing account structures from one carrier to another. At no additional cost, TRI will assist the County port of existing services and account structure to set-up new services with new carriers to preserve the established TEM accounting and database hierarchy. However, should the County execute a major change of carrier services without regard to preserving the existing numbers and account structures, TRI will rebuild the associated set-up database and depending on the magnitude of the change, TRI will issue a service order detailing the scope of services needed to execute the unforeseeable changes, with the cost estimate and associated charges. **County Responsibility: Notice:** *The County must provide 60 days advance notice to TRI prior to initiating the carrier procurement process, to allow TRI to secure and assign its consulting resources to the project.*

Internal Billing, Maricopa County Data and Systems Interfaces:

Other County data collected for chargeback: In addition to carrier billing, TRIWatchDog™, collects data from various county and 3rd party systems containing internal chargeback data. TRI processes this data and provides related application work flows to county end users. The systems and sources for these data elements play an important role in the overall TEM service level. If any of these systems fail to send data to TRIWatchDog™, end users will be impacted. TRI assumes no responsibility for the failure of these systems. However, upon notification by the County, TRI can troubleshoot the cause of the problem and will assist in working with the identified 3rd parties to resolve the problem, additional charges will apply. Additional charges are based on time and materials. Hourly rate for support is \$90.00 per hour during standard business hours.

Payments Vouchers: TRIWatchDog™ automates creation of Payment Vouchers for submission to the County's accounts payable system, Advantage. It is imperative that County personnel inspect each Payment Voucher record for accuracy and completeness within TRIWatchDog™ before submitting it to the Advantage server. County personnel must also inspect each Payment Voucher once it has been imported into the Advantage system to ensure that it matches the corresponding record in TRIWatchDog™.

Chargebacks and Journal Vouchers: TRIWatchDog™ automates creation of charge allocation reports, Journal Vouchers for charging back costs to internal departments, and statements of charges to departments. County personnel must inspect each of these report outputs for accuracy and completeness. When charges are found to be missing or incorrect, it is the County's responsibility to ensure that the corresponding invoices and internal system reports are present in the system that appropriate chargeback rules have been configured for those charges, and that service fee levels are set correctly. When missing items have been added and configurations corrected, contact TRI to have the report regenerated.

It is imperative that the reports be inspected before being submitted to external processes, e.g. before Journal Vouchers have been submitted to Advantage. When incorrect reports are submitted to external systems, the effort required to correct the error is typically much greater than the effort to fix the source of the error and regenerate the report within TRIWatchDog™. Additional charges may apply whenever TRI is asked to produce a custom report to identify corrections to charge errors that could have been identified during a careful routine inspection.

Year-end Activities- At the end of each fiscal year the Service Fees for the New Year must be entered by the County, following the instructions in the User Manual.

Chargeback Funding Strings will be copied forward from the previous year. Some Funding Strings will not be permissible according to the New Year's Chart of Accounts. TRI will provide a list of those strings to the County; County personnel must review the list, make a determination on each string, and enter the correct new string into TRIWatchDog™. Additionally, any net-new Funding Strings for the year must be added by the County.

July Accrual and End-of-Year reversal Journal Vouchers are not generated automatically. County personnel must follow the instructions in the User Manual to generate these vouchers.

General Services and Procedures:

Carrier Services Optimization- TRI will monitor services and related expense trends and will provide at no additional costs, professional services to assist the County negotiate favorable rates or analyze services and make recommendations for plan changes as adequately fit.

Inventory of Services/Audit: It is the County's responsibility to ensure that the services ordered, delivered and tracked through the work order module are verified accurately and aligned with the physical aspects of those services.

TRIWatchDog Releases, New Enhancements and Features: As they may become available and useful to the County, TRI may add new system features and enhancements to the applications at no additional charge.

Password protection: TRIWatchDog requires all users to have a unique account with unique username and password. Passwords are required to be a minimum of 8 characters, including a combination of upper/lower-case letters and numbers/special characters.

Data backup and restoration plan: Encrypted back-up files are secured at an alternate data-center in high-availability online storage. Server instances can be restored at an alternate data-center in a matter of hours.

Data portability: All County data is backed up and stored according to the processes described in section 25 and 26 of this document. All data can be stored in external data storage devices for the County's use. TRI will provide the data upon request or the County may store this data on premise.

Data Backup: TRIWatchDog performs data backups on a regular basis, storing the incremental state of the County database server instance every evening and the complete state of the application server on a weekly basis. Back-up files are compressed and encrypted with a high-grade cypher, and then secured at a separate data-center on high-availability online storage. Back-up files are accessible immediately at all times, allowing restoration of the entire server instance or retrieval of specific pieces of data within hours.

Data Archiving TRIWatchDog is capable of maintaining and accumulating records online indefinitely. However, the best balance of expense, performance, and pertinent record availability is achieved through selective archiving and removal of certain records on a periodic basis. As such, TRI keeps all summary data but archives and removes all usage/call itemized detail records 24 months after they have been invoiced. The call detail records are easily retrievable and accessible for the County to use as needed. Usage details are not typically required for long-term reporting and trending analysis, and are rarely accessed beyond the 12 months in which they were incurred. Additionally, by default, TRI will archive all data from Fiscal Years more than six years earlier than the current Fiscal Year, i.e. seven years are kept online. This is our best-practice procedure, but it is configurable based on your specific business needs. Archives can be configured to occur either more frequently or less frequently or not at all, or, if necessary, to stagger the types of records that are archived on a given schedule. All archives are secured and maintained in the same manner as data back-ups, as described, above. Thus, archived records are available for timely retrieval, when required.

Records Retention: TRI will retain archived records indefinitely while you continue to license the TRIWatchDog service. If you choose at some future date to discontinue the TRIWatchDog service, your current production data will be archived and all archives will be delivered to you via a mechanism convenient to both parties at that time (e.g. DVD-ROM). (If you prefer that TRI continue to maintain your archives for a nominal fee, speak with your TRI representative at that time.) Archived records take the form of (1) raw data suitable for loading into commonly-available relational database management systems, upon which ad hoc queries can be executed, and (2) static HTML pages containing charge statements that have been prepared monthly for individual departments. Should the County's accounting, legal, or business policies require destruction of archived records at a particular age, please inform your TRI representative so that a recurring deletion process can be scheduled.

SLA Review: The County may review this agreement on an annual basis. Changes must be mutually agreed upon by both parties.

Audit. The system allows access to all County data, its business rules, chargeback tables and all the carrier data. The County can access this data at anytime, and TRI will assist as needed with prior notice and within reasonable business hours.

Additional Terms and Conditions:

Restricted Use: Client shall not use the Hosted Software Application and any of its proprietary related materials, such as technical manuals, training manuals or Confidential Information for any purpose other than as specifically permitted by this Agreement. Client shall not make copies of the Software Application and reproduce for commercial or resale purposes.

License: Subject to the terms and conditions of this Agreement and solely for the duration of this Agreement, TRI hereby grants to Client a nonexclusive, limited, personal license to allow the Permitted Users to use the Hosted Software Application, TRIWatchDog, solely for internal purposes. TRI reserves all rights and licenses in and to the Hosted Software Application not expressly granted to Client under this Agreement. As used herein "Permitted Users" means individuals employed by Client who have been identified to TRI and given a password to access the Services and Hosted Software Application pursuant to this Agreement.

License Restrictions: Unless otherwise provided for in this Agreement, Client may not, nor permit any third party to: (a) copy the Hosted Software Application; (b) modify, translate or otherwise create derivative works of the Hosted Software Application; (c) disassemble, decompile or reverse engineer the object code or source code of the TRIWatchDog software; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Hosted Software Application in violation of any United States export law or regulation.

Intellectual Property: TRI exclusively owns all intellectual property and proprietary rights and all right, title and interest in and to the Hosted Software Application, all derivative works, modifications or customizations thereof and any Services, ideas, concepts, know-how, documentation or techniques TRI provides under this Agreement, and any work created by TRI. Client acknowledges that no title to the Hosted Software Application or any intellectual property as described herein passes to Client under this Agreement. Client acknowledges that TRI provides professional services for other parties and agrees that nothing herein will be deemed or construed to prevent TRI from carrying on such services. TRI will have the right to use techniques, methodologies, tools, ideas and other know-how gained during the performance of the services in the furtherance of its own business and to perfect all other intellectual property rights related thereto, including patent, copyrights (except as otherwise stated above) trademark and trade secrets.

Password Allocation: Client will identify Client employees who are Permitted Users and who will receive passwords and logins to use the Hosted Software Application and the Services for the purposes permitted by this Agreement. Client will provide to TRI a list of such Permitted Users and will provide periodic updates as necessary. Client will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, each password and login. Client will immediately notify TRI in writing if Client determines, or has reason to believe, that an unauthorized party has gained access to a password or login. Client authorizes TRI to rely upon any information and/or instructions set forth in any data transmission using the assigned password or login, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of TRI. Use of the assigned password or login, whether or not authorized by Client, will be solely the responsibility of and the risk of Client. Client will indemnify, defend, and hold harmless TRI for, from and against any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of Client's passwords and logins.

Confidentiality: Both parties acknowledge that during the term of this Agreement, each party will have access to a certain amount of the other party's confidential and proprietary information (and/or confidential information of third parties that either party is required to maintain as confidential), including, without limitation, the Hosted Software Application, information relating to the Hosted Software Application, the Services and TRI's business, products, customers and customer lists, trade secrets, trademarks, methods, services or commercial practices, all of which is non-public, trade secret, confidential and/or proprietary in nature (collectively, the "Confidential Information" and as further defined herein). Each party further acknowledges (i) the competitive value and confidential trade secret nature of the Confidential Information, (ii) the damage that could result to the disclosing party and its third party licensors if any such Confidential Information were disclosed to any other third party, (iii) that all use and knowledge of such Confidential Information shall be for and inure to the benefit of the disclosing party and its third party licensor, and (iv) agrees that all items of Confidential Information are proprietary to the disclosing party, or such third party from which such party has received such information, and shall remain the sole property of the disclosing party or such third party, as applicable. Without limiting the generality of the foregoing: (i) each party shall only use the other party's Confidential Information for purposes of performing its obligations under this Agreement; (ii) each party shall not reproduce the Confidential Information and will hold in strict confidence and protect the Confidential Information from disclosure or dissemination to and use by any third party by using at least the same degree of care the receiving party utilizes in protecting its own most valuable and sensitive information, and shall notify the disclosing party immediately of any loss, misuse or other misappropriation of such Confidential Information; (iii) the receiving party shall not create any derivative work from Confidential Information disclosed to the receiving party by the disclosing party; (iv) the receiving party shall restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) the receiving party shall return or destroy all Confidential Information (and all documents and records of which the receiving party has possession or control which contain any such Confidential Information) in its

possession upon termination or expiration of this Agreement in accordance with this Agreement. For purposes of this Agreement, "Confidential Information" means and includes any confidential information contained in or relating to the Hosted Software Application and any other information from TRI.

Data Security: TRI will utilize industry standard preventative tools and techniques for all application platforms with the goal lessening the risk of a system compromise. Unnecessary system services and applications will be permanently disabled, directory and file permissions are strictly enforced and relevant operating system and application security related patches are applied in a timely manner within the normal maintenance periods. In addition, TCP/IP filtering and authentication tools will be applied and system and application logs will be logged to dedicated-logging servers where they can be analyzed for anomalies and errors. Encryption is used for all online services. TRI uses Standard SSL Certificates based on 2048-bit RSA keys, issued by GoDaddy.

EXHIBIT C

HOSTING REQUIREMENTS

1.1 AVAILABILITY:

- 1.2 Any information systems required for proper functionality of the hosted application must have 99.99% uptime during County business hours. Uptime measurements must be met for all servers and their connectivity to the Internet or dedicated connection to the County, whichever is applicable.
- 1.3 An industry-recognized backup methodology must be employed, including the use of off-site storage. The vendor must make backup procedures and logs available at any time upon request from the County.
- 1.4 Application response time, defined as the time it takes to complete render the user interface after a user action, must be less than three (3) seconds. Unacceptable response times shall be considered to make the program unavailable and will count against the 99.99% uptime metric.

2.0 CONNECTIVITY:

- 2.1 The vendor shall provide connectivity to the Internet or use Virtual Private Networking (VPN), whichever is appropriate. The County shall not be financially responsible for networking equipment at the vendor site.
- 2.2 Client applications installed on user workstations that must contact the off-site hosting environment must be able to do so through an HTTP proxy. Workstations must not be required to directly connect over the Internet for any reason.

3.0 DATA SECURITY:

- 3.1 Backups to removable media must be encrypted using the Advanced Encryption Standard (AES) with a minimum of a 128 bit key. Industry recognized key handling procedures must be utilized. At no time shall the key be stored on the backup media in clear text, including but not limited to table labels. The vendor must make key handling procedures and logs available upon request.
- 3.2 Hosted applications must support encrypted protocols for sensitive data. Preferred encryption protocols are Secure Sockets Layer (SSL) and Internet Protocol Security (IPSec). Encryption ciphers must use at least a 128 bit key length. Hashing algorithms used must be of the Secure Hash Algorithm (SHA) family. The minimum acceptable algorithm shall be SHA-1.
- 3.3 All hosted solutions must be audited by a third party at least once per year. The vendor must provide attestation by a 3rd party (e.g. SAAS 70 Type II) at any time upon the County's request.
- 3.4 All applications hosting Maricopa County data must undergo a risk assessment at least twice per year. The risk assessment must include system and application testing. The results must be made available to the County upon request.
- 3.5 The vendor must maintain a non-disclosure agreement (NDA) with the County. All employees of the vendor must maintain an NDA with the vendor.
- 3.6 All employees of the vendor must pass a federal, state, and local criminal background check. Any employee who fails the background check shall not have any access to County data unless specifically authorized by Maricopa County in writing. The vendor shall make personnel and background check procedures available for inspection at any time upon request from the County.
- 3.7 No County data shall be transferred or made available to a 3rd party in unencrypted form without the express, written consent of the County. See the "Backups" section for what shall be considered "encrypted."

- 3.8 No County data shall be transferred or transmitted outside the United States for any reason without the express, written consent of the County.
- 3.9 The system must support password policy enforcement, such as mixed case, numerals, and non-alphanumeric characters.
- 3.10 The system must support the ability to disable or lock out user accounts after a given number of login failures.

4.0 INFORMATION SYSTEMS AUDITING:

- 4.1 The system must log all material user actions, including but not limited to, logon and log off.
- 4.2 The system must log all material administrator actions, including but not limited to, user creation, user deleting, password resets, and privilege level changes.
- 4.3 The system must log failed login attempts.
- 4.4 Logs must be made available to the County at any time.

5.0 BREACH NOTIFICATION:

- 5.1 The vendor must report all suspected breaches to the County immediately and in writing. The vendor must also fully cooperate with any County investigation into the breach, unless prohibited by law.
- 5.2 Should a breach of the hosted service occur, the vendor must bear the full cost of breach notification and any follow-up services. Follow-up services include, but are not limited to, credit monitoring of affected individuals.
- 5.3 Should a breach of the hosted service occur, the vendor shall pay all fines associated with the breach.
- 5.4 Breach notification requirements shall be determined by all applicable laws and contracts including, but not limited to, Arizona Revised Statutes 44-7501, California SB 1386, the Health Insurance Portability and Accountability Act (HIPAA), and Payment Card Industry (PCI).
- 5.5 The vendor shall make the information security incident response policy and procedure available to the County at any time upon request.

6.0 COMPLIANCE:

- 6.1 The vendor must apply with all applicable laws, regulations, and contracts including (but not limited to) Criminal Justice Information Systems (CJIS), Health Insurance Portability and Accountability Act, and Payment Card Industry (PCI).
- 6.2 The vendor must make compliance reports, audit findings, and 3rd party attestations available at any time to the County upon request.
- 6.3 The vendor must immediately notify the County, in writing, upon a confirmed violation of the compliance requirement. The notification must include any information provided by the regulatory body.
- 6.4 Vendors that host applications containing HIPAA protected data must enter into a Business Associate agreement (as defined by HIPAA) with the County. The Business Associate agreement must be maintained for the life of the contract.

7.0 DATA RETENTION:

- 7.1 The vendor shall destroy all offline copies of County data at the time ceases to be useful. Destruction procedures must be made available to the County upon request.
- 7.2 At the conclusion of the contract, all Maricopa County data and working papers must be returned to the County and all vendor copies destroyed. The vendor must confirm in writing to the County that all data was destroyed in accordance with this agreement and state the methodology used.

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

PRICING SHEET: 9189502

Terms:	NET 15
Vendor Number:	2011000599 0
Telephone Number:	480-391-3800
Fax Number:	480-451-1247
Contact Person:	Pedro Romeiro
E-mail Address:	promeiro@tri-1.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2017.