

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: Telesoft, LLC.
1661 Camelback Road, Suite 300
Phoenix, AZ 85016

DATE ISSUED: August 4, 2017

AGREEMENT NO: 16-309-RFP

AGREEMENT TITLE: Call Accounting Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective **Immediately**, and expires on **March 31, 2022**, subject to any modifications as provided for in the Contract Documents. This Agreement includes five (5) additional twelve (12) month renewal options from **April 1, 2022** to **March 31, 2027** (each such period shall be referred to as a "Subsequent Contract Term").

The Contract Documents consist of the specifications, terms and conditions of Arlington County Agreement No. 16-309-RFP, dated August 3, 2017, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 16-309-RFP, DATED 08/04/2017
2. SEE ATTACHMENT A ("HOSTED SERVICES STATEMENT OF WORK AND CONTRACT PRICING") FOR PRICING

ATTACHMENT/S:

1. ARLINGTON COUNTY AGREEMENT NO. 16-309-RFP, DATED 08/04/2017
2. ATTACHMENT A ("HOSTED SERVICES STATEMENT OF WORK AND CONTRACT PRICING")
3. ATTACHMENT B ("COUNTY NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)")
4. ATTACHMENT C ("COUNTY NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)")

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Beth Leno

TELEPHONE NO.: (770) 687-2388

EMAIL ADDRESS: bleno@telesoft.com

COUNTY CONTACT: Robert Jenkins

TELEPHONE NO.: (703) 228-3408

EMAIL ADDRESS: rjenkins@arlingtonva.us

CONTRACT AUTHORIZATION


for MICHAEL BEVIS
PURCHASING AGENT


DATE

DISTRIBUTION:

VENDOR: 1
BID FOLDER 2

ORIGINAL

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 16-309-RFP

THIS AGREEMENT is made, on the date of execution by the County, between Telesoft LLC, 1661 E. Camelback Road, Suite 300, Phoenix, AZ 85016 ("Contractor") a Delaware Limited Liability Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement

Attachment A – Hosted Services Statement of Work and Contract Pricing

Attachment B – County Nondisclosure and Data Security Agreement (Contractor)

Attachment C – County Nondisclosure and Data Security Agreement (Individual)

~~Attachment D – Master Managed Services Agreement~~

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to provide the County with ConnectFixed – Track (Call Accounting) and provide implementation services for upgrading TelMaster software from existing 9.5.2 patch 28 to Version 10.9. The purpose of all software/services purchased is to monitor fixed usage detail from users across the organization and charge back for services utilized with configurable rating structures. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfil the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and will remain in effect for five (5) years ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than five (5) additional 12-month periods, from April 1, 2022 to March 31, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment A for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Attachment A unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until March 31, 2022 ("Price Adjustment Date"). The price of the contract may increase in an amount not to exceed 5% should the County chose to renew the contract after the Price Adjustment Date.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after previous the price adjustment.

7. PAYMENT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment A for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Attachment A unless otherwise agreed by the parties in writing.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment A.

9. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of

Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

The County shall not pay Contract travel reimbursements in excess of \$2,500.00.

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

12. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may be or become

available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

14. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor

must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

20. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the

County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

23. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked

resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment B) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

42. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY AND PROTECTION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Beth Leno

4159 Stonechat Court NE

Roswell, GA 30075

bleno@telesoft.com

TO THE COUNTY:

Robert Jenkins, Project Officer

2100 Clarendon Blvd, Department of Technology Services

Arlington, VA 22201

rjenkins@arlingtonva.us

AND

Michael E. Bevis, Purchasing Agent

Arlington County, Virginia

2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
 - a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
 - b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent

immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- c. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR, TELESOFT LLC

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME AND
TITLE: TAMARA SAUNDERS
CFO

DATE: 7/31/2017

DATE: 7/17/17

Hosted Services Statement of Work

Call Accounting
Service Implementation

05/15/2017

Prepared for:



Presented By

TELESOFT

1661 E. Camelback Road, Suite 300
Phoenix, AZ 85016
602-308-2100
Fax: 602-308-1300

Telesoft

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1.0 INTRODUCTION

1.1. Description of Work

TELESOFT will continue to provide the County with ConnectFixed- Track (Call Accounting) and provide implementation services for upgrading TelMaster software from existing 9.5.2 Patch 28 to Version 10.9. The purpose of all software/services purchased is to monitor fixed usage detail from users across the organization and charge back for services utilized with configurable rating structures. This is a secure, hosted, call detail record (CDR) collection and reporting service.

This Statement of Work (SOW) is divided into two main areas, "Implementation Services" and "Ongoing Services". The activities, assumptions, tasks and deliverables are described in each of the following sections.

Implementation Services activities are:

- Telesoft will conduct a kick-off meeting with customer stakeholders to complete the initial system requirements and finalize the project plan
- Telesoft will allocate resources to support the customer and facilitate the ongoing activities of this account throughout the Implementation. Telesoft will establish weekly technical Web meetings with the customer's implementation team members.
- Telesoft will identify data owners and determine the best method to collect all required data from each owner.
- Telesoft will upgrade TelMaster software from existing 9.5.2 Patch 28 to Version 10.9 which includes Telesoft providing more space and memory as well as Telesoft creating a reporting database.
- Telesoft will configure Call Accounting Module to handle the collection of call detail records (CDR) off of designated switch
- Telesoft will implement one (1) Cost Center Update feed to maintain the Cost Center structure within the application
- Telesoft will implement one (1) HR Update interface with Customer's HR system to maintain users/extensions
- Telesoft will configure (1) CCMI rate tables to properly rate calls
- Telesoft will provide user training

Telesoft Ongoing Services shall consist of:

- CDR Data Collection, monitoring, archiving and Storage
- Billing and chargeback, report distribution and archival
- Hosted environment system and database administration
- CCMI Updates
- Software maintenance, upgrades, patches and hot fixes

1.2. General Assumptions

1. Existing Services
 - a. TelMaster Software Version 9.5.2 Patch 28
 - b. Arlington County currently has 1 cpu and 5 GB of memory (upgrade needed to 2 cpu's and 16GB of memory)
 - c. Arlington County is running 1 Cisco Call Manager (no cluster, no members)
 - d. Active Extensions 8,627 with 4,087 Inactive Extensions
 - e. One (1) Rate Table (CCMI) currently provided for TelMaster
 - f. Cisco Call Manager set to ftp files to Telesoft 3 times per day
2. This SOW applies to the sites listed in Attachment B (Site List)
3. Upon approval of this SOW, a TELESOFT Implementation Manager is assigned as the primary contact for Arlington County.
4. TELESOFT's project work will be performed at TELESOFTS's headquarters in Phoenix, Arizona and communication between TELESOFT and CLIENT will be conducted via web meetings, telephone and email.
5. TELESOFT and CLIENT will assign adequate resources to keep the project moving forward in a timely manner.
6. Invoices for payment will be provided acceptance of the Deliverables Listed in Attachment A (Deliverable Schedule)
7. Service Level Agreement will be provided as part of Attachment C

2.0 IMPLEMENTATION SERVICES

2.1. Establishing CDR Collection and Polling

2.1.1. Description

This activity includes the configuration of the existing call buffers to transfer CDR data to the Telesoft platform. Upon configuration of the call buffers by CLIENT, Telesoft will work with CLIENT to verify CDR collection and establish polling at each site.

2.1.2. Assumptions

1. The collection points will transmit CDR directly to Telesoft's platform via FTP and SFTP
2. The Call buffers will SFTP push the data to the TELESOFT platform three times per day.
3. CDR output format will conform to a TELESOFT supported format.
4. CLIENT is responsible for configuring the PBX for CDR output
5. CLIENT will provide the necessary access and security approvals for TELESOFT to successfully collect CDR at each location.
6. A Micropoll device is currently being used by Arlington County for call collection. Should this device need to be upgraded based upon the new software configuration, Telesoft pricing does not include equipment purchases. Estimated fees for these devices are \$1,000-\$1,500 per device.
7. Arlington County is responsible for managing exceptions (hold calls) when CDR occurs on undefined extensions.

2.1.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to confirming CDR Collection and Polling are identified in the following matrix:

CDR Collection and Polling	CLIENT	TELESOFT
Assign a unique, three-digit, alphanumeric code to each site for polling and configure CDR collection parameters.		X
Provide Server name and FTP login information to Client for each buffer and switch		X
Configure the Buffers to SFTP push the CDR data to TELESOFT's platform	X	
Configure multi-site polling to recognize sites by name		X
Configure switches to SFTP Push CDR data to TELESOFT's platform	X	
Confirm CDR is collecting and conforms to TELESOFT supported format		X

2.1.4. Deliverables

1. Establishment of CDR collection
2. Initiation of polling services
3. Verification of compatible CDR formats and call volumes per site

2.2. Data Gathering and Analysis

2.2.1. Description

This activity includes the gathering of site-specific information from CLIENT to begin service configuration.

2.2.2. Assumptions

1. Complete and accurate data related to trunking, rating and station information will be provided by CLIENT to TELESOFT.

2.2.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to Data Gathering and Analysis, are identified in the following matrix.

Data Gathering and Analysis	CLIENT	TELESOFT
Provide the PBX Trunking Information Gathering forms, Rating forms, and Authorization forms.		X
Provide the requirements for the database input file.		X
Return completed PBX Trunking Information Gathering forms, Rating forms, and Authorization forms.	X	
Provide the database input file.	X	
Review and analyze completed information gathering forms.		X

2.2.4. Deliverables

The deliverables for this service activity include the acquisition of complete and accurate information for TELESOFT to begin the service configuration.

2.3. Service Configuration

2.3.1. Description

This activity includes completing the site-specific configurations including trunking, rating, authorizations, and access for database management, online CDR query access, end-user report access and creation of the station database.

2.3.2. Assumptions

1. Access for authorized CLIENT users to the Telesoft secure website is permitted by CLIENT firewall permissions.

2.3.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to service configuration, are identified in the following matrix.

Service Configuration	CLIENT	TELESOFT
Configure authorizations for all users.		X
Relay and confirm access and functionality for authorizations.	X	X
Application of the CLIENT-provided trunking and rating information.		X
Review and establish report-processing parameters.	X	X
Create and configure Telesoft solution		X

2.3.4. Deliverables

1. Trunk information, rate information and station database information provided by CLIENT established and configured in the Telesoft environment
2. Validated access to the database information by authorized CLIENT users

2.4. Trial Report Processing

2.4.1. Description

This service activity includes the processing, review and confirmation of the initial reports.

2.4.2. Assumptions

1. The CLIENT reports will process on a monthly basis.
2. The report data for sites in Attachment B (Site List) will be included.
3. CLIENT and TELESOFT will jointly participate in Report acceptance review.
4. CLIENT resources will be available, as needed, to fully participate in Report acceptance review.

2.4.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to Report Processing, are identified in the following matrix:

Trial Report Processing	CLIENT	TELESOFT
Process current reports with report distribution disabled for testing and acceptance purposes.		X
Review and report any errors in the reports.	X	X
Resolve reported errors or defects.		X

Repeat the review and error correction steps above until the reports are accepted.	X	X
Create the report data for the CLIENT monthly viewing.		X

2.4.4. Deliverables

1. Successful report processing with review and approval of reports by CLIENT administrative user

2.5. Training

2.5.1. Description

This implementation activity includes training for the CLIENT administrative users. Two (2) days of on-site training is provided by Telesoft's corporate trainer. The training is instructor led and up to 10 students can be accommodated.

2.5.2. Assumptions

1. CLIENT administrative users have access to the Internet and are able to connect to a GoToMeeting session.
2. Administrative users will have a basic understanding of call detail reporting and PBX operations.
3. Training is conducted between the hours of 8AM and 5PM Eastern at a time mutually agreed to by CLIENT and TELESOFT.
4. CLIENT will notify TELESOFT 3 days in advance for rescheduling or cancellation needs.

2.5.3. Tasks, Roles and Responsibilities

CLIENT will identify the administrative users and TELESOFT will provide multiple alternative training dates. CLIENT and TELESOFT will agree on training dates and times.

2.5.4. Deliverables

1. The deliverables for this activity are one administrative training course provided via on-site instructor led course. Each course consists of two, eight-hour sessions.

3.0 ONGOING SERVICES

3.1. CDR Data Collection and Storage

3.1.1. Description

This activity includes the ongoing collection of CDR data from the PBXs.

3.1.2. Assumptions

1. CLIENT will allow for SFTP push of the CDR from the call buffers and the Switches to TELESOFT's platform
2. CLIENT will identify and make available two polling contacts (Primary/Secondary) for TELESOFT to contact in the event of data collection interruptions.

3.1.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to confirming CDR Collection and Polling are:

1. TELESOFT will receive or collect the CDR at a minimum interval of once per day.
2. TELESOFT will monitor the data collection process for interruptions or unusually low CDR volume.
3. TELESOFT will monitor the data collection process for corrupted or unreadable CDR data.
4. TELESOFT will attempt to resolve issues related to data collection internally first, but as needed, will notify the polling contacts identified by CLIENT for assistance in resetting call buffers or troubleshooting within the CLIENT environment.

3.1.4. Deliverables

1. Daily (or more frequently as permitted) CDR data collection

3.2. Report Access

3.2.1. Description

This activity includes the reports made available via the secure Web interface for CLIENT to access the monthly processed report data as well as ad hoc and scheduled queries of the raw polled data.

3.2.2. Assumptions

1. CLIENT staff will have Web browsers compatible with minimum TELESOFT recommended software versions of Microsoft IE (currently 9.x or higher). Telesoft has lightly tested FireFox and Chrome, however, official support is only provided for IE.
2. CLIENT is responsible for managing access for Division and Department level logins via the TELESOFT database.

3.2.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to confirming CDR Collection and Polling are identified as follows:

1. CLIENT will designate a point of contact that is authorized to request logins from TELESOFT for Company level, Site level.
2. CLIENT will manage access for Division and Department level logins via the Telesoft database.
3. TELESOFT will provide access to the Telesoft secure website on a 24x7, 365-day basis, except during periods of scheduled maintenance.

3.2.4. Deliverables

1. 24x7 access (except maintenance periods) to the Telesoft secure website
2. Current month plus twelve months (thirteen months total) of historical report data online
3. Online access to a minimum of three (3) years of polled CDR data via Telesoft

3.3. Database Administration

3.3.1. Description

This activity includes the ongoing updates to the database.

3.3.2. Assumptions

1. CLIENT Administrative users will have online access to the Telesoft database via a web connection.

3.3.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to Database Administration are identified as follows:

1. CLIENT is responsible for maintaining the database, including information related to Divisions, Departments, Extensions and Extension labels.
2. On a monthly basis, TELESOFT will incorporate the then current version of the database for processing into the Telesoft platform.

3.3.4. Deliverables

1. Online access to the Telesoft database

3.4. Trunking and Call Rating Information Updates

3.4.1. Description

This activity includes the ongoing maintenance of the trunking information for the various switch locations and the maintenance of the per call rate information to be used in call rating.

3.4.2. Assumptions

1. CLIENT and TELESOFT will communicate trunking and rating information changes via the TELESOFT Helpdesk.
2. CLIENT and TELESOFT will retain copies of information exchanged.

3.4.3. Tasks, Roles and Responsibilities

The roles and responsibilities for CLIENT and TELESOFT, specific to maintaining accurate trunking and call rating information are as follows:

1. CLIENT will provide updates to the trunks and rates as often as needed to maintain the accuracy of the reports.
2. TELESOFT will incorporate changes provided by CLIENT within two (2) business days of receipt.
3. TELESOFT will implement CCMI Rate tables annually.

3.4.4. Deliverables

1. TELESOFT to incorporate trunking and/or rating information changes provided by CLIENT within two (2) business days of receipt

4.0 Attachment A - Deliverable Schedule

Deliverable	Approximate Completion	Billing Amount
On-time		
Implementation Services – includes project management, system configuration, Mobility feed, HR Feed Integration and 2 Days of on-site training	90 Days from kick-off	\$0
Travel for on-site training will be billed separately based upon actual travel costs conforming to Arlington County travel policy		Travel is capped at \$2,500
Recurring		
Hosted Call Accounting - CDR Collection - Up to 10,000 extensions (includes support & maintenance)	On-going monthly	\$3,900/mo.*
Optional Service		
Hosted Wireless Call Detail Collection and Reporting – requires development of vendor feed to establish CDR collection	On-going monthly	\$1,300/mo.
Additional Services – As Needed		
Additional Vendor Feeds	One-time	\$7,500/feed
Hourly Project/Development Rate	Per Hour	\$200

Notes:

(*) - Telesoft will begin billing monthly fees at contract signature and will continue monthly for 60 months. County of Arlington will have the option to renew at the end of the initial term for up to five (5) one year terms with up to a 5% increase each year.

5.0 Attachment B – Site List

Site Name	Location	PBX Model	Version	Output	Collection Method
Cisco Call Manager					FTP
Mobility Feed (1)					

6.0 Attachment C – Service Level Agreement

6.1. Support Hours

Telesoft will use commercially reasonable efforts to respond to, troubleshoot, and complete correction of material defects and errors in accordance with the Service Level Matrix set forth below, provided that support calls are received within Telesoft's normal business hours Monday through Friday (excluding holidays) of 9 a.m. to 5 p.m. ET (the "**Support Hours**").

6.2. Service Level Matrix

While Customer may self-categorize the severity of the issue when the initial incident is reported, the categorization of such incident for the purposes of this SLA shall be determined based upon the Definitions contained in the table below. Customer shall follow reasonable guidelines issued by Telesoft for reporting an incident as they may occur.

SLA Severity Number & Category	Example	Stipulation	Initial Acknowledgment upon Receipt	Target Resolution Time
1 Critical/ Production Impacting	System Crash, Data Corruption	Support cases are received during the Support Hours or measurement of response starts the beginning of the next Support day.	Two (2) hours during Support Hours	6 business hours
2 Not as Documented/ No Reasonable Workaround	Feature does not work as documented, no reasonable workaround exists, and Customer has critical need of the feature	Support cases are received during the Support Hours or measurement of response starts the beginning of the next Support day.	Four (4) hours during Support Hours	3 Business days
3 Not as Documented/ Reasonable Workaround	Feature does not work as documented but a reasonable workaround has been provided and Customer is able to wait until a future release for a resolution	Support cases are received during the Support Hours or measurement of response starts the beginning of the next Support day.	One (2) business days	N/A
4 Enhancement Request	Enhancement request for additional feature(s) which is/are non-existent in current version	Enhancement requests are entered through the Telesoft ticketing system	N/A	N/A

7.0 Attachment C – Service Level Agreement Penalty

Category	Stipulation	Initial Acknowledgment upon Receipt	Penalty
Application Availability	For the portions of the software application services operated by Telesoft	Telesoft will provide a minimum of 99% up-time, measured monthly, excluding planned downtime and unforeseen power outages with all features functioning as advertised. Uptime is tracked and measured in Telesoft's internal ticketing system	<ul style="list-style-type: none"> Between 96% and 98.9% - 1% service credit Between 91 and 95% - 3% service credit Below 90% - 5% service credit <p>Percentage of time that the software shall be available for use shall be 99% less than four (4) hours outage per calendar month.</p>
Reporting	Agreed upon reports include SLA, Help Desk and Quarterly Report	Telesoft will provide monthly reports for SLA measurements and help desk and Quarterly Reporting detailing overall performance and high level spend metrics.	No Penalty

ATTACHMENT B

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Telesoft, LLC ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 16-309-RFP (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: 

Printed Name and Title: TAMARA SAUNDERS, CFO

Date: 7/17/17

ATTACHMENT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 16-309-RFP (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected

to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : New Hampshire Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ADP TotalSource FL XVII, Inc 10200 Sunset Drive Miami, FL 33173 L/C/F Telesoft, LLC 1661 E Camelback Rd #300 Phoenix, AZ 85016	CERTIFICATE NUMBER: 1766106	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 026160471 AZ	07/01/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for TELESOFT, LLC paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy
 RE AGREEMENT NO. 16-309-RFP

CERTIFICATE HOLDER

CANCELLATION

ARLINGTON COUNTY VIRGINIA OFFICE OF THE PURCHASING AGENT SUITE 500 2100 CLARENDON BOULEVARD ATTN: REBECCA KEE ARLINGTON, VA 22201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>
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