

SERIAL 16076 RFP TECHNOLOGY PRODUCTS AND SERVICES
Contract - ITP Consulting Inc, DBA It Partners

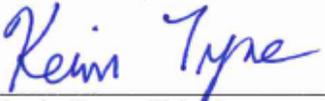
DATE OF LAST REVISION: November 17, 2016 CONTRACT END DATE: August 31, 2021

CONTRACT PERIOD THROUGH AUGUST 31, 2021

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TECHNOLOGY PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 07, 2016**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Kevin Westover, Office of Enterprise Technology



CONTRACT PURSUANT TO RFP

SERIAL 16076-RFP

This Contract is entered into this (7th) day of September, 2016 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and IT Partners, an Arizona corporation (“Contractor”) for the purchase of Technology Products and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the (7th) day of September, 2016 and ending the 31st day of August, 2021.
- 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) additional years, (or at the County’s sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 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, Purchase Order or Task Order.”
- 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 one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. 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 (number of days or weeks if services)
 - Contract Item number(s)
 - Description of Purchase (product or services, including project number if applicable)
 - Pricing per unit of purchase
 - Freight (if applicable)
 - Extended price
 - Mileage w/rate (if applicable)
 - Arrival and completion time (if applicable)
 - Total Amount Due
- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 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.
- 3.4 PAYMENT RETENTION: (As required by County based on project)
- 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services herein described in accordance with Section 2.13. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
- 3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of COUNTY.
- 3.5 APPLICABLE TAXES:
- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.10 VOLUNTARY EMPLOYEE DISCOUNTS:

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

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", approved project task order, Purchase Order or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may 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 as required.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

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

6.2 INSURANCE:

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

6.2.8 **Commercial General Liability.**

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

6.2.9 **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 or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation.

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

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Professional Liability (Errors and Omissions) (As required by project)

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

6.2.12 Fidelity Crime Insurance including Computer Cyber Theft – If a vendor is “getting into” County computer systems (as required by project)

Policy Limit:

6.2.12.1 The policy shall be issued with minimum limits of \$100,000.

6.2.12.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

6.2.12.3 The policy shall **include coverage for third party fidelity.**

6.2.12.4 The policy shall **include coverage for theft.**

6.2.12.5 The policy shall **contain no requirement for arrest and conviction.**

6.2.12.6 The policy shall cover loss outside the premises of the **Named Insured.**

6.2.12.7 The policy shall endorse (**Blanket Endorsements are not acceptable**) the Department as **Loss Payee** as our interest may appear.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete 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.

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

6.2.13.3 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.

6.3 FORCE MAJEURE:

- 6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES AND PRODUCTS:

- 6.4.1 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.
- 6.4.2 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.
- 6.4.3 Contractor may act as a reseller of manufacturer-provided services, such as support, maintenance, and other professional services ("OEM Services") to the County. OEM Services are sold only pursuant to the terms and conditions offered by the providers of such services. Contractor makes no warranties or representations related to any OEM services.
- 6.4.4 The County understands that Contractor is not the manufacturer of the Products or the provider of any OEM Services. Contractor will ensure that all Products sold hereunder are new and are covered by the manufacturer's standard warranty as made available by the manufacturer to purchasers of its Products. To the extent transferable, Contractor will pass through to the County any warranty extended to Contractor by the original manufacturer.
- 6.4.5 THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR WITH RESPECT TO THE OEM PRODUCTS AND SERVICES AND

ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.5 INSPECTION OF SERVICES:

- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
 - 6.5.3.3 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:
 - 6.5.3.4 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.5.3.5 Terminate the Contract for default.

6.6 REQUIREMENTS CONTRACT:

- 6.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.9 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.9.1 Cancel the stop-work order; or

6.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.11.2 Make progress, so as to endanger performance of this contract; or
- 6.11.3 Perform any of the other provisions of this contract.
- 6.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

6.13 CONTRACTOR LICENSE REQUIREMENT:

6.13.1 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.

6.13.2 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.

6.14 SUBCONTRACTING:

6.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.15 AMENDMENTS:

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

6.16 ADDITIONS/DELETIONS OF SERVICE:

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

6.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.17 VALIDITY:

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 the Contract.

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 have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.21 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

6.21.1.2 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;

6.21.1.3 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

6.21.1.4 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.

6.22.2 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.

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

6.23.1 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.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23 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.

6.24 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:

6.24.1 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,

6.24.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

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

6.25 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (APPLIES TO PROJECTS THAT MAYBE FEDERALLY FUNDED):

6.25.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.25.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.25.3 Contractor shall insert the substance of this clause, including this paragraph ©, in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

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

6.26.1 In accordance with section MCI 371 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.

6.26.2 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.

6.26.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.27 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.

6.28 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 of the contract.

6.29 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. By the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.30 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.

6.31 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.

6.32 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33 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

6.34 ORDER OF PRECEDENCE:

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

6.35 INCORPORATION OF DOCUMENTS:

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

6.35.1 Exhibit A, Pricing;

6.35.2 Exhibit B, Scope of Work; and

6.35.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

NOTICES:

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

For County:

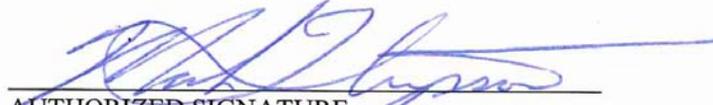
Maricopa County
Office of Procurement Services
Attn: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

IT Partners
6939 S. Harl Ave.
Tempe, AZ 85283

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

CONTRACTOR



AUTHORIZED SIGNATURE

MARK THOMPSON - PROGRAM DIRECTOR

PRINTED NAME AND TITLE

IT PARTNERS, 6939 S HARL AVE, TEMPE, AZ 85283

ADDRESS

8/10/2016

DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

SEP 07 2015

DATE

ATTESTED:



CLERK OF THE BOARD

SEP 07 2015

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

09 01 2016

DATE

EXHIBIT A
PRICING

SERIAL 16076-RFP
 NIGP CODE: 20453,91828, 91829
 RESPONDENT'S NAME: IT Partners
 COUNTY VENDOR NUMBER : 2011000044
 ADDRESS: 6939 S Harl Ave
Tempe, AZ 85283
 P.O. ADDRESS: Same as above
 TELEPHONE NUMBER: 602-667-0100 602-327-3159
 FACSIMILE NUMBER: 602-667-0384
 WEB SITE: www.it-partners.com
 CONTACT (REPRESENTATIVE): Richard Cook
 REPRESENTATIVE'S E-MAIL ADDRESS: richard.cook@it-partners.com

PAYMENT TERMS: NET 30 DAYS

1.0 PRICING (discount off PUBLISHED PRICE)		
	MINIMUM DISCOUNT PERCENTAGE OFF CURRENT PUBLISHED PRICE	
1.1 Cisco Products, Services and Solutions:		
1.1.1 Cisco Products:	No bid	
1.1.2 Cisco Services and Solutions:	No bid	
1.2 HP Products, Services and Solutions:		
1.2.1 Computers:	5%	
1.2.2 Networking:	40%	
1.2.3 Servers:	30%	
1.2.4 Software:	30%	
1.2.5 Storage	35%	
1.2.6 HP Services and Solutions:	5%	
1.3 Dell Products, Services and Solutions:		
1.3.1 General Products	No bid	
1.3.2 Software:	No bid	
1.3.3 Dell Services and Solutions	No bid	
1.4 CommVault Products, Services and Solutions:		
1.4.1 CommVault Products:	No bid	
1.4.2 CommVault Solutions: Services and Support:	No bid	
1.5 Symantec Products, Services and Solutions:		
1.5.1 Symantec Products:	No bid	
1.5.2 Symantec Services and Solutions:	No bid	
1.6 Veritas Products, Services and Solutions:		

1.6.1 Veritas Products:	No bid	
1.6.2 Veritas Services and Solutions:	No bid	
1.7 VMware Products, Services and Solutions:		
1.7.1 VMware Products:	15%	
1.7.2 VMware Services and Solutions:	5%	
1.8 Apple Products, Services and Solution:	No bid	
1.9 Google Products, Services and Solutions:	No bid	
1.10 Amazon Web Services Products, Services and Solutions:		
1.10.1 Amazon Web Services Products and Services:	No bid	
1.10.2 Amazon Web Services Solutions:	No bid	
1.11 Microsoft Products, Services and Solutions:		
1.11.1 Devices:	No bid	
1.11.2 Software and Applications	No bid	
1.11.3 Microsoft Services and Solutions:	No bid	
1.11.4 Related Products, Services and Solutions (PROPOSERS CATALOG):	10%	
1.12 Staff Augmentation:		
1.12.1 Project Manager	10%	OFF CURRENT RATE CARD
1.12.2 PROPOSER LIST OUT MAJOR TILES AND ATTACH A CURRENT RATE CARD FOR PERSONNEL TO THE ATTACHMENT A.		
1.12.3 Consultant	10%	OFF CURRENT RATE CARD
1.12.4 Senior Consultant	10%	OFF CURRENT RATE CARD
1.12.5 Principal Consultant	10%	OFF CURRENT RATE CARD
1.12.6 Senior Principal Consultant	10%	OFF CURRENT RATE CARD
1.12.7 Solution Architect	10%	OFF CURRENT RATE CARD
1.12.8 Practice Leader	10%	OFF CURRENT RATE CARD

IT Partners Rate Card - 2016

Title	Hourly Rate	Daily Rate
Project Manager	\$160.00	\$1,280.00
Consultant	\$150.00	\$1,200.00
Senior Consultant	\$160.00	\$1,280.00
Principal Consultant	\$175.00	\$1,400.00
Senior Principal Consultant	\$185.00	\$1,480.00
Solution Architect	\$200.00	\$1,600.00
Practice Leader	\$225.00	\$1,800.00

EXHIBIT B **SCOPE OF WORK**

1.0 **INTENT:**

The Intent of this contract is to provide following products and services.

This shall be a multiple award arrangement in an effort to bring the most competitive pricing, value, opportunity, and speed to market to the County. All projects may be competed but all projects over \$150,000.00 shall be competed to all awarded proposers for that product line Selection criteria may include the following (Available staff, contractors current qualifications, project timeline, price and other factors determined by the County to be relevant to the project).

Other governmental entities under agreement with the County may have access to products and services provided hereunder (see also Section 3.8 and 3.9 of contract).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

IT Partners has provided our Proposal responses below, in-line within the original Solicitation's Scope of Work Sections 2.1 through 2.17 for the products and services specified by Maricopa County.

2.0 **GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

The intent of this contract is to provide Maricopa County network infrastructure products and services as follows:

2.1 **Technology Services and Solutions:** A complete portfolio of technology services and solutions related to the design, use or operation of the products being purchased such as systems configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system, network, security, engineering and architecture and any other related services from Contractor. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:

2.1.1 **Technology Products:** A complete portfolio of network infrastructure equipment and services including, but not limited to, routers, switches, and security products.

IT Partners specializes in network infrastructure solutions. We are a Platinum Hewlett Packard Enterprise partner, Premier Cisco Partner, VMware Enterprise partner as well as an authorized reseller for Aruba Networks, Brocade, F5 Networks, Fortinet, and Palo Alto Networks.

In our response to this Solicitation, IT Partners represents a full portfolio of core to edge networking equipment and services, including but not limited to routers, switches, and security products from Hewlett Packard and VMware (NSX Network Virtualization Platform).

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related technologies and services from Aruba Networks, Brocade, F5 Networks, Fortinet, Palo Alto Networks, and Penguin Computing. This portfolio offering includes but is not limited to enterprise class wireless networking, firewall/intrusion protection solutions, VPN, SAN backbone, IP and application traffic management, identify management, data encryption solutions, and enterprise security management platforms.

- 2.1.2 **Software Defined Network:** Transform physical network to virtual to consolidate resources, reduce energy consumption, reduce complexity, increase IT capacity, add system flexibility, and to further support cloud computing.

IT Partners has specific expertise with Software Defined Networking (SDN) solutions that provide our clients with agility and flexibility. Our SDN offerings enhance virtualization and cloud orchestration while optimizing infrastructure assets. From assessing to planning, readiness, migration, governance and processes, IT Partners' SDN practice transforms the enterprise with agile, efficient solutions that drive operational and capital expenditure reductions, while providing improved security, compliance and centralized management.

In our response to this Solicitation, IT Partners represents networking transformational technologies and services from Hewlett Packard and VMware.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related SDN technologies and services from Brocade, Fortinet, Atlantis and Palo Alto Networks. These offerings include but are not limited to software defined networking, security and storage products and services.

- 2.1.3 **Virtualization:** Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility, and to further support cloud computing.

IT Partners' core practice of data center virtualization delivers flexibility throughout the entire IT service delivery model. Our solutions transform the data center with reduced equipment and energy costs, increased capacity, and hybrid cloud architectures.

In our response to this Solicitation, IT Partners represents virtualization technologies and services from Hewlett Packard and VMware. We hold advanced OEM certifications in Converged Infrastructure and Advanced Computing Virtualization.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related virtualization technologies and services from Atlantis Computing, Hortonworks, and Zerto. These offerings include but are not limited to data center virtualization, server consolidation, virtual data replication and protection, and cloud platform products and services.

- 2.1.4 **Virtual Desktop Infrastructure:** Transform desktop environment to improve customer experience, reduce energy consumption, increase IT capacity, and to add system flexibility.

IT Partners is a leader in delivering virtual desktop infrastructure solutions that streamline the client desktop model. Our solutions transform client infrastructure with reduced equipment and energy costs, and increased capacity.

In our response to this Solicitation, IT Partners represents virtual desktop infrastructure technologies and services from Hewlett Packard and VMware. The offerings establish a foundation for enhanced security and manageable environments.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related virtual desktop infrastructure technologies and services from Liquidware Labs, Teradici, Veeam, and Zerto. These offerings include but are not limited to user/desktop management suites, virtual workspace provisioning, and virtual workspace backup/recovery products and services.

- 2.1.5 **Security:** Security solutions for critical infrastructure, perimeter defense, physical

and logical access control, identity management, antiterrorism protection, monitoring, automated alarms and alerts, integration with databases containing critical information, cyber security and asset management, endpoint security and other network security.

IT Partners security solutions offerings provide proactive security analytics and threat intelligence. Throughout the data center to the endpoints, our security solutions detect, thwart off, and remediate attacks. Our security portfolio includes products and services that monitor, manage, and protect.

In our response to this Solicitation, IT Partners represents security solutions from Hewlett Packard and VMware. The offerings provide critical defenses and the management of the IT environment.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related security technologies and services from Aruba Networks, Brocade, F5 Networks, Fortinet, and Palo Alto Networks. These offerings include but are not limited to data center security, cloud security, wireless security, mobility security, traffic and application security, firewalls, products and services.

2.1.6 Communications: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

IT Partners offers networking solutions that provide converged voice, data and video within manageable and efficient channels on a single, secure IP-based network. We provide consistent network performance, ease of management, and high availability to our clients. Our communications portfolio also includes products and services that monitor and manage converged IP networks.

In our response to this Solicitation, IT Partners represents converged networking solutions from Hewlett Packard and VMware. These offerings provide high-performance and cost-effective network provisioning, increase flexibility, allow for the mobility of workloads and security policies, and also create segmentation for performance and an increase to threat tolerance in the data center.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related technologies and services that enable converged networks from Aruba Networks, Brocade, F5 Networks, Fortinet, and Palo Alto Networks. These offerings include but are not limited to end to end data stream views, quality of service transmission, quality assessment, security policy enforcement, high performance/high availability, dynamic prioritization, and application optimization products and services.

2.1.7 Cloud: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

IT Partners cloud solutions provide scalable compute and storage capabilities that provide ease of provisioning functionality. We deliver hybrid architectures incorporating private clouds, public infrastructure and platform clouds, and as-a-service offerings.

In our response to this Solicitation, IT Partners represents cloud solutions from Hewlett Packard and VMware. These offerings provide open, agile, and secure computing and storage solutions the deliver simplicity, security, governance, reduced costs, efficiency, scalability, and performance.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related hybrid cloud technologies and services from Aruba Networks, Brocade, Hortonworks, Panasas, and Penguin Computing. These offerings include but are not limited to cloud infrastructure, Cloud Infrastructure as a Service, Cloud Software as a Service, and Cloud Platform as a Service.

2.1.8 **Infrastructure:** Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, Remote Network Operations Center (RNO) services, risk and vulnerability management, and IT service management.

IT Partners infrastructure solutions provide automation and orchestration for IT task and IT workflow modernization, data center and network management, remote operations services, and IT service management.

In our response to this Solicitation, IT Partners represents infrastructure solutions from Hewlett Packard and VMware. These offerings provide IT infrastructure systems management software, remote support center services, and data center service management services.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related infrastructure technologies and services from Aruba Networks, Brocade, Panasas, and Penguin Computing. These offerings include but are not limited to infrastructure systems management software, remote support center services, and data center service management services.

2.1.9 **Data Management:** Data management solution which uses technologies such as thin provisioning, de-duplication and automated multi-tiered storage to improve storage utilization.

IT Partners data management solutions provide integrated data storage systems that provide a simplified provisioning model, while delivering compaction technologies that make storage systems more cost effective.

In our response to this Solicitation, IT Partners represents data management solutions from Hewlett Packard and VMware. These offerings provide inline deduplication, thin provisioning, and automated multi-tiered storage.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related data management technologies and services from Atlantis Computing, Brocade, NetApp, Nimble Storage, Panasas, Penguin Computing, Veeam, and Zerto. These offerings include but are not limited to thin provisioning, deduplication, and multi-tiered storage.

2.1.10 **UCC (Unified Communications and Collaboration):** UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, and training rooms. Also, visual communications that integrate audio, video, voice and presentation capabilities.

IT Partners respectfully offers a no bid for Unified Communications and Collaboration products, services and solutions.

2.1.11 **Mobility:** Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

IT Partners mobility solutions provide enterprise wide mobility products and services, mobility software products and management tools, digital collaboration and messaging technologies, and mobility-as-a-service integrations.

In our response to this Solicitation, IT Partners represents mobility solutions from Hewlett Packard and VMware. These offerings provide mobility integration, mobility lifecycle management, provisioning services, asset management, device policy management and end user device support services.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related mobility technologies and services from Aruba Networks, Brocade, F5 Networks, and Palo Alto Networks. These offerings include but are not limited to secure collaboration, mobility orchestration, and wireless mobility infrastructure.

2.1.12 **Asset Management:** Asset management solutions to identify and manage installed software, hardware and license entitlements.

Asset Management Services

IT Partners is offering our own IT Partners branded asset management service to Maricopa County in this response to the solicitation. IT Partners has invested significantly in asset management application tools with capabilities to provide our customers with automated and detailed asset data. These services are offered at no cost to Maricopa County any co-operative members on support and maintenance contracts and renewals procured directly from IT Partners.

Asset Management data points:

- Machine Serial Number
- Manufacturer
- Model Number
- NetBIOS Name / Hostname
- Logical Disk Drives
- Physical Disk Drives
- Disk Drive Make / Model
- Disk Drive Serial Numbers
- Monitor Serial Number
- Network Interface Cards (NICs)
- NIC Manufacturer
- Processor Architecture
- Processor Model Number
- Processor Speed
- Installed RAM Memory
- Installed Operating System
- Operating System Service Pack Level
- Installed Software Packages
- System IP Address
- System MAC Address
- Domain Name

Asset Tagging and Tracking

For physical asset tagging and tracking services, IT Partners leverages the capabilities of our Distribution Partner, Avnet Technology Services provides computer equipment asset tagging and tracking services. Associated supply chain services

ensure the correct product is supplied at the correct configuration level to the correct location at the correct time without additional touch points or cross shipping expenses.

2.1.13 Data Protection: Data protection to protect, backup, recover and archive data and applications.

IT Partners data protection solutions provide mission critical data protection, end-to-end data protection, cloud data protection services, tiered data protection platforms, and automated application recovery.

In our response to this Solicitation, IT Partners represents data protection solutions from Hewlett Packard and VMware. These offerings provide agile data solutions, backup storage devices, application specific solutions, cost efficient and simplified management, end-to-end protection, and backup and recovery management.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related data protection technologies and services from Atlantis Computing, Brocade, NetApp, Nimble Storage, Panasas, Penguin Computing, Veeam, and Zerto. These offerings include but are not limited to data protection, recovery, and data archive solutions.

2.1.14 Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

Leasing Services

IT Partners offering for equipment rental and leasing services features HP Financial Services (HPFS) world class services. We are also offering these same services from our distributor, Avnet Financial Services, and additionally from each respective manufacturer found within our Response. Both rental and leasing services will be negotiated directly with the Ordering Entity.

As money rates for leasing fluctuate daily and even hourly, there are no published leasing rates available from our offered Manufacturers. Leasing rates are determined at point-of-sale and are determined by the current daily prevailing money rate factor, combined with the customer's credit risk review as performed by the financial institutions. Discounting is not achieved on the leasing rate. Discount is achieved by applying it to the equipment configurations being placed under the leasing agreement.

- Equipment rentals are available with usage terms of three (3) to eighteen (18) months
- Equipment leasing terms are flexible and tailored to the individual Ordering Entities needs

IT as a Service (ITaaS)

IT Partners ITaaS solutions support concurrent cloud operations, big data initiatives, client virtualization, converged architectures, and 24x7 NOC critical support.

In our response to this Solicitation, IT Partners represents ITaaS solutions from Hewlett Packard and VMware. These offerings provide end-to-end services, NOC support, technology off-load, operational cost reductions, and pay for what you need provisioning.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related ITaaS technologies and services from Brocade, NetApp, Nimble Storage, and Penguin Computing.

These offerings include but are not limited to ITaaS solutions

2.1.15 Managed Services: Managed services that cover all disciplines within a typical information technology department.

IT Partners Managed Services offerings support on-premises, private cloud, hybrid cloud and public cloud environments. Operational tasks from the most simple to the very complex are designed for the customer's specific environments. Issue remediation includes troubleshooting, status tracking and reporting, root cause analysis and reoccurrence prevention.

Managed Services Offerings:

- OS Patch Analysis
- OS Patch Installation
- Server Firmware Analysis
- Server Firmware Update Implementation
- Storage Firmware Analysis
- Storage Firmware Update Implementation
- Networking Equipment Analysis
- Networking Equipment Update Implementation

2.1.16 Monitoring: Resources capable of enterprise monitoring and network operation center services.

IT Partners monitoring services provide enterprise monitoring and 24x7 NOC critical support.

In our response to this Solicitation, IT Partners represents monitoring solutions from Hewlett Packard and VMware. These offerings provide end-to-end enterprise monitoring services, and NOC support.

Additionally, as per Section 2.1.17 Other Services and Solutions, we are offering our Proposer's Catalog of related monitoring technologies and services from Brocade, NetApp, Nimble Storage, and Penguin Computing.

2.1.17 Other Services and Solutions: Services and solutions not listed above that may be proposed by Contractor. **PROPOSER MAY INCLUDE THEIR ENTIRE CATALOG FOR CONSIDERATION IF THEY ARE AWARDED ONE OF THE NAMED PRODUCT LINES SECTIONS 2.2 THROUGH 2.13.**

To complement the OEM Products, Services and Solutions specified by Maricopa County in Sections 2.2 through 2.13 below, IT Partners is also including our entire catalog for consideration. IT Partners is fully OEM Manufacturer Authorized to offer these data center related products, solutions and services in the table found at the very end of our Solicitation Response under **Proposer's Catalog**.

2.2 HP Products, Services and Solutions: A complete offering of HP products including, but not limited to:

As one of the leading Hewlett Packard Enterprise Platinum partners in the western region, IT Partners is offering the complete HPE portfolio of products, services and solutions.

- 2.2.1 **Computers:** Desktops, laptops, tablets, monitors, workstations, accessories, thin client software portfolio, digital signage and any other computer equipment and software available from HP.

Desktop Computers, includes Workstations, Thin Clients and their related peripherals (Monitors, Accessories and Software), as well as Support Services

As an HP Inc. Authorized Reseller, IT Partners is offering the HP Product Line of Desktop computers. The offering includes twenty (20) current HP desktop product categories.

These desktop categories are defined as being a personal computer intended for regular use at a single location. This unit may be separate equipment components that require installation or connecting. All operating systems are allowed. Components are: processor, display monitor and input devices; keyboard/mouse. This category also includes Zero Clients, Thin Clients and All In One workstations.

IT Partners desktop offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These desktop equipment offerings will be currently available products in the marketplace.

All desktop equipment will be marked, or stamped with the manufacturer name. The desktop equipment will be boxed in the original manufacturer packaging or container. The desktop equipment will not be repackaged by any third party provider.

All desktop equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

Laptops, includes related peripherals and services

IT Partners, as an HP Authorized Reseller is offering the HP Personal Systems Group's entire Product Line of Laptop computers. The offering includes fifteen (15) current HP laptop product categories.

These laptop categories are defined as being a personal computer for mobile use. It shall include a display, keyboard, point device (such as a touch pad), and speakers into a Single device. A laptop does not require usage via an electrical outlet, as it shall include a rechargeable battery. All operating systems are allowed.

IT Partners laptop offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These laptop equipment offerings will be currently available products in the marketplace.

All laptop equipment will be marked, or stamped with the manufacturer name. The laptop equipment will be boxed in the original manufacturer packaging or container. The laptop equipment will not be repackaged by any third party provider.

All laptop equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

Tablets, includes related peripherals and services

As an HP Authorized Reseller, IT Partners is offering the HP Personal Systems Group's entire Product Line of Tablet computers. The offering includes seven (7) current HP tablet product categories.

These tablet categories are defined as being a mobile computer that has a touchscreen that acts as the primary means of control. All operating systems are allowed. This category also includes any ruggedized equipment.

IT Partners tablet offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These tablet equipment offerings will be currently available products in the marketplace.

All tablet equipment will be marked, or stamped with the manufacturer name. The tablet equipment will be boxed in the original manufacturer packaging or container. The tablet equipment will not be repackaged by any third party provider.

All tablet equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

Digital Signage, includes related accessories and services

As a HP Authorized Reseller, IT Partners is offering the HP Personal Systems Group's entire Product Line of Digital Signage Displays. The offering includes eight (8) current HP digital signage products in this category.

These digital signage products are defined as being a high resolution display intended for full room viewing.

IT Partners digital signage offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These digital signage equipment offerings will be currently available products in the marketplace.

All digital signage equipment will be marked, or stamped with the manufacturer name. The digital signage equipment will be boxed in the original manufacturer packaging or container. The digital signage equipment will not be repackaged by any third party provider.

All digital signage equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

- 2.2.2 **Networking:** Data center networking, software-defined networking, switches, wireless networking, campus networking and any other networking available from HP.

Networking, includes related peripherals and services

IT Partners, as a Hewlett Packard Enterprise Authorized Reseller, is offering the HPE Networking Group's entire Product Line of networking products. The offering includes these eleven (11) HPE network product categories.

- Switches
- Routers
- Controllers and Access Points
- Software Defined Networking
- Network Virtualization

- Open Networking
- Wireless LAN Networking
- Campus Networking
- Data Center Networking
- Wide Area Networking
- Network Management

IT Partners networking offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These networking equipment offerings will be currently available products in the marketplace.

All networking equipment will be marked, or stamped with the manufacturer name. The networking equipment will be boxed in the original manufacturer packaging or container. The networking equipment will not be repackaged by any third party provider.

All networking equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

- 2.2.3 **Servers:** Blade servers, scalable servers, integrity mission-critical servers, rack and tower servers and any other servers available from HP.

Servers, includes related peripherals and services

IT Partners, as a Hewlett Packard Enterprise Authorized Reseller, is offering the Hewlett Packard Industry Standard Server Group's entire Product Line of servers. The offering includes twenty-eight (28) Hewlett Packard server product categories.

These server categories are defined as being a computer dedicated to run on one (1) or more services or applications (as a host). This also includes server appliances that have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components. This category may include ruggedized equipment. This definition includes all types of servers except Virtual Servers.

IT Partners server offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These server equipment offerings will be currently available products in the marketplace.

All server equipment will be marked, or stamped with the manufacturer name. The server equipment will be boxed in the original manufacturer packaging or container. The server equipment will not be repackaged by any third party provider.

All server equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

- 2.2.4 **Software:** Application lifecycle management, big data analytics, business service management, enterprise security, hybrid cloud management, information governance, information management, IT service management, mobile solutions, operations management, software-defined data center, DevOps solutions and any other software available from HP.

Software

IT Partners, as a Hewlett Packard Enterprise Authorized Reseller, is offering the entire HPE portfolio of software. The offering includes sixteen (16) Hewlett Packard Enterprise software product categories.

Enterprise Software Categories

Application Delivery Management	Application Lifecycle Management
Big Data Analytics	DevOps
Enterprise Security	IT Service Management
Operations Management	Software-Defined Data Center
Software as a Service (SaaS)	

Infrastructure Software Categories

Converged Infrastructure Management	Hybrid and Private Cloud
Server Management	HPE Intelligent Management Center
Storage Management	

Software Solutions Categories

Information Governance	Information Management
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2.2.5 **Storage:** Primary storage, backup, recovery and archive storage, enterprise application storage, primary storage, software-defined storage, and any other storage available from HP.

Storage, includes related peripherals and services

As an Authorized Reseller of Hewlett Packard Storage Arrays, IT Partners is offering multiple storage Product Lines of storage from this manufacturer. The offering includes eighteen (18) Hewlett Packard storage product categories.

These storage categories are defined as being hardware with the ability to store large amounts of data. Includes SAN switching as necessary for the proper functioning of the storage environment. May also include ruggedized equipment.

IT Partners storage offerings will be new equipment and will not be refurbished, remanufactured, or used equipment. These storage equipment offerings will be currently available products in the marketplace.

All storage equipment will be marked, or stamped with the manufacturer name. The storage equipment will be boxed in the original manufacturer packaging or container. The storage equipment will not be repackaged by any third party provider.

All storage equipment will have a valid and traceable identification marker or serial number stamped or evidenced on the equipment, through this identification marker or serial number. The County will be able to verify the authenticity of the equipment by contacting the manufacturer for confirmation.

2.2.6 **HP Services and Solutions:** A complete offering of HP services and solutions including, but not limited to, analytics and data management, applications services, business process services, data center, workload and cloud services, enterprise security services, IT financing and asset recovery services, mobility and workplace services, support services, technology consulting, computing services, big data solutions, cloud solutions, mobility solutions, security solutions, converged systems solutions, small and midsize organization solutions, total access education solutions,

and any other services and solutions offered by HP.

HP Services and Solutions

IT Partners, as a Hewlett Packard Authorized Reseller, is offering the entire Hewlett Packard portfolio of services and solutions. The offering includes eighteen (18) Hewlett Packard services and solutions product categories.

Analytics and Data Management

Data Discovery Services	Data Implementation Services
Hadoop Services	Analytics as a Service
Data Discovery Environment Services	OpEx based as a Service

Applications Services

App Dev, Integration & Management	Application Transformation Services
Applications Services for SAP	Applications Services for Oracle
Application Services for MS Dynamics	Applications Services for Workday

Business Process Services

Finance & Administration Services	Customer Experience Services
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Data Center

Cloud Computing Models	Utility based Services
IT Environment Management	High Availability IT Services

Workload and Cloud Services

Managed Cloud Business Applications	Managed Cloud Services
Cloud Advisory Services	Application Transformation Services
Design Services	Implementation Services

Enterprise Security Services

Application Security	Security Information & Event Mngmnt
Data Security & Encryption	Security Intelligence Services

IT Financing and Asset Recovery Services

IT Asset Retirement	Regulatory Compliance
Lifecycle Management	Financial Management

Mobility and Workplace Services

Enterprise Mobility Services	Licensing & Management
Digital Collaboration	Client Virtualization

Support Services

Foundation Care	Proactive Care
Datacenter Care	Lifecycle Event Services

IT Partners is an expert in managing HP service contracts. We have the resources to help alleviate what can be a daunting task of ensuring that the accuracy of the HP support contract. We have a qualified team of individuals focusing strictly on HP Services as well as managing, tracking, and renewing HP Maintenance Support Contracts. We make sure that a warranty or maintenance contract won't expire unknowingly. We help keep your HP records straight, work with HP to provide timely quotes that can be co-termed to your advantage and give your company plenty of time to respond to upcoming contract expiration dates.

Recently, we enhanced our capabilities with the introduction of ConTrax which is a cloud-based SAS application featuring:

- A single, simple to use repository that tracks the relationship of Maricopa County's hardware or software asset with its associated support agreement.
- A highly proactive contract management solution via: auto notifications, reporting capabilities, accuracy of data, and accessibility to critical information which assures that Maricopa County's support contracts are renewed accurately and efficiently.
- An initial audit service - ConTrax doesn't just take existing data and upload it into our solution. We validate it with HP prior to committing the data to the database. As new equipment is purchased, the warranty support is automatically loaded into ConTrax.
- A full suite of asset and contract reports that can be accessed by Maricopa County and downloaded in industry standard formats for analysis. With ConTrax, Maricopa County can quickly see what equipment is coming off warranty as well as what equipment that is going end of life.
- All of the critical information necessary to initiate a service engagement is conveniently stored in one database available 24/7 to Maricopa County's end user.

Access to the ConTrax portal is included in the Contract Management Services listed above at no additional cost to Maricopa County, as well as any other Cooperative Purchasing Participants.

Technology Consulting

Software Defined Infrastructure Consulting	Platform Consulting Services
Data Center Facilities Consulting	Hosting Services
Network Consulting Services	Storage Consulting Services
Management Consulting Services	Converged Systems Consulting Services

Computing Services

Colocation Services	Disaster Recovery Services
Security Services	Data Storage Services
Cloud Computing Services	Workload Services

Big Data Solutions

BI Modernization Services	Analytic Solutions
Operational Analytics	Consumption-based Platform Services
Hybrid Data Management Services	Information Governance Services
Integration & Implementation Services	Advisory Services
Data Discovery Services	Managed Services

Cloud Solutions

Helion Managed Cloud Services	Cloud Application Management
Cloud Advisory Services	Hybrid IT Strategy Services
Application Transformation Services	Cloud Design Services

Mobility Solutions

Enterprise Mobility Services	Software Licensing & Management
Digital Collaboration	Client Virtualization Services
Workplace Management	Workplace Support

Security Solutions

Managed Security Services	Security Consulting Services
Governance, Risk & Compliance	Secure Your Applications
Endpoint Security	Network Security
Data Security	

Converged Systems Solutions

Converged Systems Planning Services	Converged Systems Implementation
Converged Systems Migrations	Converged Systems Modernization
Workload Analytics	Data Analytics

Small and Midsize Organization Solutions

Data Storage Solutions	Networking Solutions
Just Right IT Solutions	Server Solutions

Total Access Education Solutions

Enterprise Systems Education Services	Enterprise Software Training
Enterprise Transformation Education	Certification Programs

2.3 **VMware Products, Services and Solutions:**

2.3.1 **VMware Products:** A complete offering of VMware products including, but not limited to, data center and cloud infrastructure, networking and security, storage and availability, hyper-converged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application virtualization software, enterprise mobility management software and any other products offered by VMware.

VMware Products

IT Partners, as a VMware Authorized Reseller, is offering the entire VMware product portfolio. The offering includes eleven (11) VMware product categories.

Data Center Virtualization and Cloud Infrastructure

vSphere	vSphere with Operations Management
Continuent	vCenter Server
VMware Integrated OpenStack	vCloud Director

Networking and Security

NSX	
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Storage and Availability

Virtual SAN	Site Recovery Manager
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Hyper-Converged Infrastructure

Virtual SNA Ready Nodes	Hyper-Converged Software
EVO SDDC	

Cloud Management Platform

vCloud Suite	vRealize Suite
vRealize Operations	vRealize Operations
vRealize Automation	vRealize Business for Cloud
vRealize Business Enterprise	vRealize Log Insight
vRealize Code Stream	vRealize Orchestrator
vRealize Hyperic	

Digital Workspace

Workspace ONE	Identity Manager
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Desktop and Application Virtualization

Horizon 7	Horizon Air Cloud-Hosted Desktop
Horizon Air Desktop Disaster Recovery	Horizon Air Hybrid-Mode
Horizon FLEX	

Desktop and Application Virtualization Management

App Volumes	Content Collaboration Bundle
Mirage	NSX for Horizon
vRealize Operations for Horizon	ThinApp
User Environment Manager	Virtual SAN for Horizon

Enterprise Mobility Management

AirWatch	
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Personal Desktop

Fusion	Fusion Pro
Workstation Pro	Workstation Player

Applications and Data Platform

Pivotal App Suite	Pivotal Cloud Foundry
Pivotal GemFire	Pivotal RabbitMQ

2.3.2 **VMware Services and Solutions:** A complete offering of VMware services and solutions including, but not limited to, cloud computing, software-defined data center, virtualization, business mobility, data center virtualization and hybrid cloud extensibility, streamlined and automated data center operations, application and infrastructure delivery automation, security controls native to infrastructure, high availability and resilient infrastructure, and any other services and solutions offered by VMware.

VMware Services and Solutions

IT Partners, as a VMware Authorized Reseller, is offering the entire VMware services and solutions portfolio. The offering includes three (3) VMware services and solutions categories.

Business Solutions

Cyber Risk and Compliance	Business Mobility
IT Outcomes	Trust and Assurance
vCloud Air Network Services	

Technology Solutions

Business Continuity & Disaster Recovery	Cloud Computing
Software Defined Data Center	Virtualization
Virtualization Management	Virtualizing Business Critical Applications
Cloud Management Platform	

Support Services

vSphere Support Services	vCloud Air Support Services
vRealize Suite Support Services	vSphere Hypervisor (ESX) Support
vCenter Server Support Services	Fusion Support Services
Horizon Support Services	Workstation Pro Support Services

2.4 Staff Augmentation:

The contractor shall provide a sufficient staff on an as needed basis to support County projects and daily operational requirements.

Contractor Staffing Services – The complete portfolio of technology staffing services available by Supplier. This contract does not take the place of the County’s Staffing contract, but serves to supplement it. **This staffing is for specific projects only.**

Contractor/Subcontractor/Supplier – The terms “Contractor” and “supplier” shall mean Suppliers Corporation and its agents and subcontractors.

IT Partners is offering flexible IT Staffing Services that are adaptable to the current and the future state requirements of Maricopa County. We have over thirteen (13) years of local experience in the public sector with our Staff Augmentation services offerings. We understand how to work through the procurement processes of our public sector clients.

IT Partners Staff Augmentation Services

Contract by the Hour	Contract-to-Hire
Direct Hire	Program Management

The Contractor shall at a minimum, propose personnel who have the required qualifications for the specific task and are able to work with a minimum of onsite training or instruction.

IT Partners has reviewed and accepts all of the staff services requirements listed in the solicitation 2.4.x sections below, as well as the policies stated in Exhibit C.

2.4.1 Provision of Qualified Contractor Personnel

Contractor personnel shall be immediately productive, requiring minimal training and orientation. In the event that extended training (over four (4) hours) is required, such as

for an extended project or for any particular skill set, the Contractor may be required to provide their personnel additional training at the contractor's expense.

2.4.2 Hours Of Work:

Unless expressly noted, contractor personnel shall be present during the County normal working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor may be required to work on holidays or after normal working hours if determined by the County. Refer to Exhibit 11 for a listing of County holidays.

2.4.3 Transportation And Parking:

Parking may or may not be provided and, if not it is the responsibility of the contractor.

2.4.4 Contractor Personnel Expenses:

Travel expenses shall be reimbursed in accordance with the County's Travel Policy (See Exhibit 3).

2.4.5 Contractor Single Point Of Contact:

Each Contractor shall designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive staff augmentation requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email. The SPOC may have support staff that will serve as account managers for different County Agencies, or designated multiple points of contact in order to best provide service.

2.4.6 Contractor Requirements for Staff Augmentation Support:

2.4.6.1 Background Screening:

A background check will be a requirement for all temporary employees of Contractor's staff providing services to the County. This option shall allow the temporary employees access to areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this background check shall be incurred by the County.

Individual temporary employment candidates, based on position, may be subject to various criminal checks, fingerprinting, and background checks upon whose results the County may choose to base its decision to accept an individual for an assignment. Contractor to include pricing for these services as indicated. The cost of this service shall be incurred by the County.

2.4.6.2 Drug Testing:

Drug testing requirements will vary for individual Agencies throughout the County. The County will identify if there is a drug test requirement at the time the order is placed. The County will pay for these tests as pass-through costs for temporary employees who are placed with the County. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by any County. The cost of this service shall be incurred by the County.

2.4.6.3 Driving

If driving is a requirement of a position, County Agencies will require a DMV check. The cost of this service shall be incurred by the County.

2.4.6.4 Dress and Equipment:

Contractor employees shall dress appropriately and with the equipment specified by the County as being required to perform work in the service categories covered under this contract. The County requires most field personnel to have safety shoes, at the contractor's expense. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.

2.4.6.5 Communication Skills:

Unless otherwise requested, all contractor employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements for the specific task.

2.4.6.6 Courtesy and Cordiality Towards All Others:

Contractor employees shall be respectful of all people with whom they interact, including County employees and customers of the County. The County reserves the right to direct the contractor to remove any contractor employee that does not exhibit common courtesy and cordiality towards all individuals.

2.4.6.7 County's Right Of Refusal:

The Contractor will be given between four (4) business hours and one (1) business day to confirm their ability to meet the County's staff augmentation request. However, for "hard-to-fill" positions, the County may allow up to five (5) business days for Contractor to confirm availability. In the event that the Contractor is unable to fill the job request, the County may cancel the request and place the request with another Contractor. The County reserves the right to simultaneously give all Contractors an opportunity to fill all "hard-to-fill" positions on a "first come" basis. In the event that all Contractors are unable to fill the request, the County may fill the requirement by soliciting pricing from other qualified sources.

The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the County's premises. Contractor shall be responsible for obtaining and advising their employees of all rules, regulations, policies, etc. from the County.

Contractor shall be responsible for the following:

2.4.6.8 Recruiting, hiring, administering any evaluations and/or disciplinary actions, implementing any reassignments and/or terminations of contractor employee(s) provided to the County by Contractor.

2.4.6.9 Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").

- 2.4.6.10 Performing background screening on all Contractor employees working under this contract for the County, to include screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as provided herein. Contractor shall ensure that all contractor employees possess all certifications and qualifications necessary to enable them to perform their assignments.
- 2.4.6.11 Informing all contractor employees assigned work under this contract that they are required to adhere to the policies and procedures of the County. Contractor and/or its designee shall promptly notify the applicable County agency of any threats of violence, harassment, discrimination or retaliation involving a contractor employee.
- 2.4.6.12 Informing contractor employees in writing that they are employed by Contractor, not the County.
- 2.4.6.13 Notifying contractor employees in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the County.
- 2.4.6.14 Informing contractor employees in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the applicable County agency within 24 hours of receipt of any such reports.
- 2.4.6.15 Being solely responsible for, and holding County harmless from, all matters regarding contractor employees including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.
- 2.4.6.16 Paying contractor employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to contractor employees assigned to provide services to County. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to temporary employees assigned to provide services to County.

2.5 Removal Of Contractor Employee:

IT Partners has reviewed and accepts all of the Removal Of Contractor Employee requirements listed in the Solicitation section below.

In the event any contractor employee fails to adhere to the County's policies, directions or security / safety regulations, or are unable for any reason to perform the required duties, the County shall notify the Contractor who shall replace the employee within two (2) working days (unless a lesser time is directed) at no additional cost to the County (including, but not limited to, training time, background checks, ID badges, drug testing, etc.).

When a contractor employee no longer works under this contract, the Contractor shall ensure that their employee shall return all keys, ID badges, or other items provided by the County. If such items are not returned to the County within five (5) working days the County shall send an invoice to the Contractor for the replacement cost, including any costs associated with having to rekey or implement other security measures resulting from the failure to return the County items. The Contractor shall pay this invoice within fourteen (14) days.

2.5.1 Contractor employee(s) Usage and Productivity Report:

IT Partners has reviewed and accepts the Usage and Productivity Report requirements listed in the Solicitation section below.

Upon request the Contractor shall furnish the County a monthly report of contractor employee usage and productivity report delineating the hours worked on given project and deliverables produced. The format of the report shall be approved by the County.

2.5.2 Throughout the life of this contract, the successful Contractor(s) will maintain expertise, resources and capabilities to perform the following:

IT Partners will maintain our expertise, resources and capabilities to deliver the products and services found with the Solicitation.

IT Partners business model of continued growth focuses upon sustained investments in the resources and capabilities needed to deliver these products and services.

2.5.2.1 Provide commercial hardware, software, peripherals and accessories as ordered under the task order.

With the products, services and solutions found within this Solicitation being IT Partners core business offerings, IT Partners will continue our legacy of providing these hardware, software, peripherals and accessories as offered in our proposal response in Sections 2.1 through 2.13 above

2.5.2.2 Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level.

IT Partners Response:

The IT Partners offers these services and solutions at the task order level to Maricopa County.

EQUIPMENT SET-UP SERVICES

Equipment Set-up Services are being offered for the following equipment:

- Desktops
- Laptops
- Tablets
- Networking Equipment
- Servers
- Storage
- Peripherals/accessories/appliances

INSTALLATION

These Equipment Installation Services are being offered for the following equipment:

- Desktops
- Laptops
- Tablets

- Networking Equipment
- Servers
- Storage
- Peripherals/accessories/appliances

ASSET TAGGING AND TRACKING

For physical asset tagging and tracking services, IT Partners leverages the capabilities of our Distribution Partner, Avnet Technology Services provides computer equipment asset tagging and tracking services. Associated supply chain services ensure the correct product is supplied at the correct configuration level to the correct location at the correct time without additional touch points or cross shipping expenses.

The Global Solution Center is capable of full asset tagging and tracking services including:

- Desktops
- Laptops
- Tablets
- Networking Equipment
- Servers
- Storage
- Ruggedized Equipment
- Peripherals/accessories/appliances

IMAGING SERVICES

Again, leveraging the capabilities of our Distribution Partner, Avnet Technology Services provides computer equipment imaging services. Associated supply chain services ensure the correct product is supplied at the correct configuration level to the correct location at the correct time without additional touch points or cross shipping expense.

The Global Solution Center is capable of full imaging services including:

- Operating System Installation
- Custom image loads
- Installation of Best Practices for Operating Systems
- Custom Documentation
- Custom Reporting

CONFIGURATION SERVICES

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Desktops
- Laptops
- Tablets
- Networking Equipment
- Servers
- Storage

- Ruggedized Equipment
- Printers
- Appliances

EQUIPMENT PERFORMANCE ASSESSMENT SERVICES

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Desktops
- Laptops
- Tablets
- Networking Equipment
- Servers
- Storage
- Ruggedized Equipment
- Printers
- Appliances

COST OF OWNERSHIP/BUYING STRATEGIES SERVICES

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Desktops
- Laptops
- Tablets
- Networking Equipment
- Servers
- Storage
- Ruggedized Equipment
- Printers
- Appliances

DESKTOP & SERVER INFRASTRUCTURE ASSESSMENT, PLANNING & DESIGN SERVICES

IT Partners is offering our Infrastructure Assessment, Planning & Design services for centralized management and automation of the end-user devices required for the customer's mission.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Desktops
- Servers

DESKTOP & SERVER INFRASTRUCTURE MANAGEMENT IMPLEMENTATION SERVICES

IT Partners is offering our Infrastructure Management Implementation services for consolidated end-user compute environments.

This service is offered for the following equipment types and their associated

peripherals, accessories, and appliances:

- Desktops
- Servers

SERVER CONVERGED INFRASTRUCTURE IMPLEMENTATION SERVICES

IT Partners is offering our Converged Infrastructure Implementation services for virtual and traditional compute environments.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Servers

SERVER COMPUTE ASSESSMENT, PLANNING & DESIGN SERVICES

IT Partners is offering our Compute Assessment, Planning & Design services with our best practices for utilization, infrastructure growth, and workload consolidation.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Servers

SERVER & STORAGE INFRASTRUCTURE ASSESSMENT SERVICES

IT Partners is offering our Infrastructure Assessment services that enable customers to understand the current environment state.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Servers
- Storage

SERVER & STORAGE IT STRATEGY AND ROADMAP DESIGN SERVICES

IT Partners is offering our IT Strategy and Roadmap Design services around data center infrastructure, applications, organization, and processes.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Servers
- Storage

STORAGE ARRAY IMPLEMENTATION SERVICES

IT Partners is offering our Storage Array Implementation services that are focused on the array performance and the customer's specific integration requirements.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Storage

STORAGE DATA MIGRATION SERVICES

IT Partners is offering our Data Migration services that minimize downtime during migration.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Storage

STORAGE DATA PROTECTION INFRASTRUCTURE IMPLEMENTATION SERVICES

IT Partners is offering our Data Protection Infrastructure Implementation services that are tailored to the customer's required recovery times and recovery point objectives.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Storage

STORAGE ASSESSMENT, PLANNING & DESIGN SERVICES

IT Partners is offering our Storage Assessment, Planning & Design services that are focused on delivering both performance and flexibility for growth.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Storage

STORAGE DATA PROTECTION ASSESSMENT, PLANNING & DESIGN SERVICES

IT Partners is offering our Data Protection Assessment, Planning & Design services that our best practices of leveraging de-duplication, to minimize both storage space requirements and backup time windows.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Storage

IT OPERATIONAL MATURITY ASSESSMENT SERVICES

IT Partners is offering our IT Operational Maturity Assessment services for delivering a clear understanding of an organizations maturity level is for people, processes, systems, and tools.

This service is offered for the following equipment types and their associated peripherals, accessories, and appliances:

- Desktops
- Laptops
- Tablets
- Networking Equipment
- Servers
- Storage
- Ruggedized Equipment
- Printers
- Appliances

2.5.2.3 Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Maricopa County as authorized buyers of this contract.

IT Partners offers Technologies and Services related to:

- Virtualization
- Availability & Recovery
- Business Critical Application Services
- Data Storage and Management
- End User Computing
- Networking
- Security & Compliance
- Server
- Virtual Infrastructure

Virtualization Services:

For over 13 years we have provided services to help IT organizations with data center infrastructure consolidation, virtualization and optimization initiatives.

We believe in “Pervasive Virtualization” – utilizing virtualization technology within as many infrastructure areas and initiatives as possible from servers-storage-networking to data bases and business critical applications, business continuity and disaster recovery, bring your own device and mobility or high availability.

A Pervasive Virtualization strategy helps break the IT organization’s bonds to the underlying hardware that runs the applications and systems within the data center.

It also helps prepare the IT organization to enter “transformation” or deploy a hybrid cloud, IT as a Service model while enabling greater levels of system and application availability, performance and stability.

Building upon years of experience working inside and running large IT environment our consultants have achieved a number of specialized technology and virtualization certifications from manufacturers such as HP, Cisco, NetApp, VMware and Microsoft.

We engage our customers via a proven process and methodology that helps our combined teams to deliver projects on time, within budget, the first time, enabling our customers to be successful as they complete data center infrastructure projects.

Availability & Recoverability Services:

As businesses become increasingly dependent on information technology, application availability is increasingly critical. Each application has its own requirements, service levels and protection options and processes, policies, and procedures must be put in place to restore critical operations for the resumption of business. Availability and recovery options vary depending on the criticality of the service provided and are generally described by two factors: the recovery time objective (RTO) and recovery point objective (RPO).

Business-Critical Application Services:

Application software is the engine of business productivity and the most visible portion of your IT environment. Every organization has specific applications that serve mission critical functions and these particular applications require a greater degree of attention in order to ensure their stability.

IT Partner's Business Critical Application Infrastructure service offerings understand the importance of these applications and they help you to deploy them properly. Our consultants leverage technology OEM best practices as well as our own experience to ensure a smooth deployment and stable environment.

Data Storage and Management Implementations:

Data is at the heart of organizations today. Your data may be public, private or a combination of both. Data has a history of growing which often results in incremental additions and increasing management challenges.

End-User Computing Implementations:

More than ever, enterprises are dealing with two fundamental client computing pain points – providing secure access to an increasingly mobile workforce, and managing the burgeoning diversity of data, applications and devices needed to run their business. A user-centric approach to personal computing ensures secure access to applications and data from any device, where and when a user needs it. Establishing a new end-user computing model is a fundamental component to the vision of IT as a Service.

Networking Implementations:

IT Partners provides a wide range of services including network assessments and solution design, planning, and implementation. By maintaining partnerships with Cisco, F5 Networks, and HP, we can help you with nearly any networking need.

IT Partners develops flexible Storage Area Network (SAN) and Network Attached Storage (NAS) solutions that support your business requirements.

Server Implementations:

Your computing infrastructure is everything that comprises your organization from the largest server to the CPU that's required to drive the simplest to most complex application. IT Partners will help get the best utilization out of all your existing assets and ensure your computer environment has the needed resources to avoid downtime and to run smoothly. We can help you determine if you just need to update your computer operations, add a much needed patch, add some memory or upgrade to the newest and fastest platform.

We can analyze your existing computer infrastructure (network, servers, workstations) down to the very last megabyte and provide recommendations on the most current technologies. We can help create a road-map for your existing infrastructure growth, help consolidate your computing workloads or even help you architect that complex infrastructure for your new critical business application. IT

Partners does more than just simply put pieces together; we help you determine the best fit and how to implement it the right time, every time.

IT Partners provides server infrastructure options including best-of-breed rack mount and blade server components from HP to ensure that our customers are equipped with compute resources to suit traditional or virtual environments. IT Partners maintains highly certified and experienced staff focused on mastery of the various components of blade server infrastructure.

Virtual Infrastructure Implementations:

Virtual Infrastructure is about driving the utilization of your physical IT resources up in order to maximize your investment. By doing so, it is possible to simultaneously improve the efficiency and availability of these resources and applications. Moving away from the old "one server, one application" model and running multiple virtual machines on each physical machine is just the beginning.

2.5.2.4 Provide maintenance support of the services and solutions.

IT Partners understands that a range of service levels can come under the heading of maintenance and support, from break-fix hardware support to extended warranty equipment support.

For over 13 years IT Partners has provided maintenance contract services as an authorized Reseller for manufacturers such as Hewlett Packard, VMware, Cisco, Nimble Storage, and NetApp to City, State, County, K-12, Higher Education, Manufacturing, Engineering, Healthcare, Retail and Financial Services customers.

IT Partners offers and recommends the OEM support services for break-fix support and warranty support issues requiring an onsite field engineer. The discounts that IT Partners is offering for these onsite support services are included in this response.

Maintenance and Support Program Provisioning:

IT Partners supports customers with experienced warranty contract specialists, helping them with all aspects of maintenance contract development, management and renewals.

IT Partners is a premier reseller of maintenance and support programs from Hewlett Packard, VMware and all of our other OEM partners. We are more than a VAR reselling OEM maintenance contracts, though. We have a dedicated services and support department that is entirely focused on managing our customer's maintenance programs.

Our warranty contract specialists serve as a single point of contact for customers, working with customers to take the risk, cost, complexity, and time out of maintaining and managing support contracts. We help customers:

- Utilize tools to identify the amount, type, support level and lifecycle stage of hardware and software assets connected to the network.
- Consolidate contracts and co-term expiration dates to support financial goals and objectives.
- Review and recommend appropriate support levels based on the criticality of systems.
- Provide advance notification of expiring warranties, Care- Packs, and contracts at 90/60/30 days.
- Create budgetary quotations helping organizations to plan for the next fiscal year.

Here is a full listing of the maintenance services that IT Partners is offering:

- Environment wide inventory tracking of equipment maintenance contracts by serial number:
 - End of life support dates
 - Warranty end dates
 - Warranty end to maintenance start conversion dates

- Decommissioned equipment contract cancellation
- The complete management of the customer's entire environment, inventory, and install base using OEM manufacturer's tools which provide support status information allowing for:
 - Reporting to inform the customer exactly where they currently stand on support.
 - Renewal quotations
 - Co-termination of contract dates
 - Matching customer equipment name handles for easy contract identification
 - Single purchase order by support per year(s)
 - New order tracking of warranty expiration dates
 - Ninety (90) day notification of upcoming expirations and automatic quotation to add new equipment to the contract.
 - Multi-year contracts and discounts for doing so without having the customer have to pay for multi-years up front. Annual payments for multi-year contracts.

A list of reasons why customers select IT Partners managed maintenance and support services:

- Single point of contact for all manufacturers and all customer's contracts
- Ease of conversion to Co-Termination of contract end dates
- Creation of Host names, system by system for ease of identification
- We remain current on all OEM training
- Expertise in all maintenance and support rules and regulations
- Access to OEM support tools to pull customer required information
- Personalized service
- Advance notice of any up and coming expirations
- Easy to read quotes
- Very quick response times
- Long time relationships with our Manufacturers
- Review of OEM quotes and contracts to preemptively find and correct any issues
- We provide Multi-year contracts with annual payment terms at special discounts

Maintenance and Support Provisioning for Existing Customer Owned Equipment:

IT Partners supports customers with existing equipment with all of the offerings listed above, under Maintenance and Support Program Provisioning. To allow our customers flexibility, our warranty contract specialists help these customers convert over to our provisioning program using one of four (4) models. The discounts that IT Partners is offering for these services are included in this response.

Conversion of existing equipment models:

- Conversion by a customer supplied asset list (no cost conversion)
 - For customers that have already compiled their own asset list and are ready to be quoted for conversion.
 - These customers supply IT Partners with all asset's part numbers and serial numbers.
 - IT Partners supplies a quotation for conversion for the listed equipment.
- Conversion by IT Partners automated inventory discovery process
 - For customers not having their own compiled asset list, IT Partners offers an automated service to generate the asset list.
 - IT Partners deploys a software tool into the customer's environment.
 - The tool automates the discovery of the customer's assets.
 - IT Partners supplies a quotation for conversion for the equipment discovered by the tool.
- Conversion by an OEM Letter of Authorization (no cost service)
 - Customers wishing to change to a new support reseller would obtain a Letter of Authorization from their OEMs.

- OEMs have policies that require customers to obtain this authorization before moving existing equipment to another support services reseller.
 - This becomes an issue for public sector customers should the former services reseller become ineligible to continuing offering these OEMs services for reasons such as no longer having a valid procurement vehicle in place.
 - Authorization allows customers to move to a new reseller that offers both better pricing and better management of their warranties and support contracts.
- With a Letter of Authorization, IT Partners supplies a quotation based upon the existing OEM contracts in place.
- Conversion by Physical Inventory
 - For customers that for whatever reason, cannot provide an asset list, or cannot use an automated inventory process, IT Partners offers an asset inventory service.
 - IT Partners performs an onsite physical inventory using resources from Avnet's Global Solution Center based in Tempe, Arizona.
 - IT Partners supplies a quotation for the conversion for the equipment list generated from the physical inventory process.

2.5.2.5 Provide ancillary support (logistics support, etc.) relating to provisions of the Products and Services listed in Introduction and Background, Section 2 and General Definition of Products and Services.

IT Partners is offering ancillary support services as a component of our response. Please see IT Partners Response in Sections 2.16.2 and 2.16.7.2 above for detail on these services:

- Maintenance and Warranty Management Services
- Inventory Services
- Asset Tagging and Tracking Services
- Imaging Services
- Configuration Services

2.5.2.6 Provide project management support for each deliverable under the contract.

IT Partners project management methodology does provide a project management model that supports each deliverable item.

2.5.2.7 Provide project-specific and overall contract performance reporting, as required.

IT Partners will provide project-specific and overall contract performance reporting as required. We have extensive project and contract performance reporting capabilities, and we regularly deliver these to our many public sector clients.

2.6 Customer Service:

2.6.1 Maricopa County is focused on customer service with a philosophy to provide all customers with quality Products and Services in a manner that is courteous, responsive, accessible and seamless. The Products and Services will be delivered with patience, understanding, goodwill, and with primary regard being convenience and business needs of customer. The selected Contractor(s) shall follow these guidelines in developing the proposed solution:

2.6.1.1 Accessible, courteous, responsive and seamless customer service is of the highest priority for Maricopa County;

2.6.1.2 Accessible service means that citizens have easy access to the organization;

2.6.1.3 Seamless customer service means that the Contractors' employees are skilled with right aptitude, attitude, initiative, and talent. Also, that they provide

accurate and easily consumable information, have a good understanding of how to solve problems and make decisions, and that they are trained and evaluated for their job performance;

Customer Focused Methodology

We engage our customers via a proven process and methodology that helps our combined teams to deliver solutions on time, within budget, the first time, enabling our customers to be successful as they complete data center infrastructure projects.

We take pride in the fact that our corporate culture is centered around specific core values. These attributes set the standards for evaluating our policies, practices, partnerships, conduct and building the shared principles that guide our actions individually and collectively:

- Committed – doing whatever it takes, whenever it's needed with whomever is required.
- Driven – focusing on results & improvement, personally, professionally & organizationally in support of our Core Purpose.
- Unselfish – putting the customer, account team and company first.

Specifically, IT Partners ensures customer service through a combination of people and process. By defining customer service roles for member of our team we can address nearly any customer service issue quickly and efficiently.

- Account Manager (AM) – Primary point of contact for pre and post-sales questions and concerns.
- Solutions Architect (SA) – Works with AM and customer team to communicate options, answer technical questions and to ensure correct configurations before orders are submitted.
- Technical Account Manager (TAM) – Works with AM, SA and customer team to ensure IT Partners has the most complete understanding of the customer's IT and business goals.
- Inside Sales/Order Procession – Works with the AM and customer team to place orders, provide availability and shipment information, and escalate any supply-chain issues proactively.

IT Partners Executive Team – Provides oversight to the overall customer service process, and ensures that customer have a ready point of contact for escalation purposes.

2.7 Financing Options:

2.7.1 Contractor should include any financing solutions and payment options available to Maricopa County.

Financing Solutions

IT Partners offering for equipment rental and leasing services features HP Financial Services (HPFS) world class services. We are also offering these same services from our distributor, Avnet Financial Services, and additionally from each respective manufacturer found within our Response. Both rental and leasing services will be negotiated directly with the Ordering Entity. These solutions are described in more detail above in Section 2.1.14 of our response.

Payment

IT Partners is offering Net 30 Day payment terms to Maricopa County.

2.7.2 Contractor shall provide submissions that allow the County to easily weigh procurement options including financing, capital expenditures, and operational expenditures.

IT Partners will provide submissions that allow the County to easily weigh procurement options including financing, capital expenditures, and operational expenditures.

2.7.3 Contractor shall provide proposal for making co-terminuses support and maintenance contracts.

IT Partners offering of the Contrax fully includes no cost provisions for making co-terminuses support and maintenance contracts. Please see more detail on our proposal in Sections 2.4.6, 2.16.2, and 2.16.7.4 above. These services are offered at no cost to Maricopa County any co-operative members on support and maintenance contracts and renewals procured directly from IT Partners.

2.8 **Reporting Requirements:**

2.8.1 **Monthly Reports:** Upon request, the Contractor shall furnish monthly reports to Maricopa County to include the following information:

- 2.8.1.1 New product information;
- 2.8.1.2 Price sheets showing price decreases on discontinued Products;
- 2.8.1.3 Decreases on manufacturer's prices on Products still being manufactured;
- 2.8.1.4 System upgrades;
- 2.8.1.5 Current pricing and Product lists;
- 2.8.1.6 Software upgrades; and
- 2.8.1.7 Special sales or promotions.

2.8.2 As reporting needs may change during the term of the Agreement, Maricopa County reserve the right to request changes to the timing and content of the reports as well as additional reports.

2.8.3 **Quarterly Reports:** Upon request, the Contractor shall furnish electronic quarterly usage reports that provide relevant and concise information about purchases, projects, and initiatives. Maricopa County reserves the right to request additional information, if required, when reviewing such data.

IT Partners acknowledges and agrees to the reporting requirements stated by Maricopa County.

2.9 **Support And Maintenance:**

Upon request, each Contractor must provide a complete maintenance and support plan for purchased products including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs must be quoted and shall include, but not be limited to:

- 2.9.1 Error or defect correction;
- 2.9.2 Updates;
- 2.9.3 Telephone assistance; and
- 2.9.4 Service hours and response times.

IT Partners acknowledges and agrees to the requirements for maintenance and support plans for products purchased.

2.10 **Representations And Warranties:**

The Contractor represents warrants and covenants that:

2.10.1 The Products and Services shall satisfy all requirements set forth in the Agreement;

- 2.10.2 Neither the Products and Services nor any software or hardware provided by the Contractor under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 2.10.3 The Contractor has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Contractor;
- 2.10.4 All software and documentation provided by the Contractor or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and
- 2.10.5 All software and documentation provided by the Contractor or its subcontractors will have sufficient information to enable the County to create an index containing the following information without extraordinary commitments of staff or resources:
 - 2.10.5.1 Annotated list of data fields: name, description, and restricted field indicator;
 - 2.10.5.2 Description of the format or record layout;
 - 2.10.5.3 Frequency with which related database(s) is updated;
 - 2.10.5.4 Description of each form in which database(s) can be copied or reproduced;
 - 2.10.5.5 Title of database(s);
 - 2.10.5.6 Owner of the data;
 - 2.10.5.7 Narrative description of the database(s); and
 - 2.10.5.8 Purpose of the database(s).

The Contractor agrees that the information set forth in this section constitutes a public record and may be disclosed without the Contractors' consent. **All products and work shall also meet acceptance per section 3.4.**

IT Partners acknowledges and agrees to the requirements for representations and warranties.

2.11 **Performance Objectives And Penalties (Shall Be Incorporated In A Service Level Agreement):**

- 2.11.1 On major projects, as defined by Maricopa County, Contractor must be able to demonstrate results of financial investments or provide remediation agreed upon in scope of work.

IT Partners agrees to the requirement for major projects to have demonstrative results of financial investments or provisions for remediation agreed to within the project's Scope of Work.

- 2.11.2 Major projects will require a Service Level agreement that outlines the requirements of demonstrating results via specific measurements and that outlines financial penalties for non-compliance.

IT Partners agrees to the requirement for major projects to have SLAs in place.

2.12 **TASK ORDER AWARD:**

This contract will be awarded to multiple vendors. All County requirements for IT technology and services estimated to exceed \$150,000.00 in total cost shall be competed among all awardees for the products and services in Paragraphs 2.2 through 2.14 and awarded as a Task Order. The

County may compete IT technology and service requirements estimated to be less than \$150,000.00 in total cost but is not required to do so. The selection criteria for each Task Order shall be determined at the time it is issued.

IT Partners has reviewed and understands Maricopa County's stated task order award methodology.

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.2 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at Phoenix, Arizona 85003.

3.3 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.4 ACCEPTANCE:

For the County's Initial purchase of each Equipment and Software product the Licensor (contractor) shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor (contractor/) published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor (contractor/) a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 60 day period, the County may terminate this Contract. Upon any such termination, Contractor shall, at Contractor's cost, remove all equipment and software from County premises and equipment. Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore (are we saying we get a complete refund of any monies paid to date?). Upon completion of these terms, neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

3.5 INFRINGEMENT DEFENSE INDEMNIFICATION:

3.5.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For

purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that CONTRACTOR software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

3.5.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

3.5.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor-branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.

3.5.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

3.6 TRAINING:

The Contractor shall provide a minimum of (TBD BY PROJECT) (hours or days) to completely train County personnel in the use and care of the equipment. All training to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.9 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County.

3.10 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

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

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

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

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

ITP CONSULTING INC IT DBA: PARTNERS, 6939 S. HARL AVE., TEMPE, AZ 85283

NIGP CODE 20300

Terms:

NET 30

Vendor Number:

VC0000001281

Certificates of Insurance

Required

Contract Period:

To cover the period ending **August 31, 2021.**