CITY OF TUCSON

Service Agreement No. 250135-01

Used Networking Equipment

Vendor: Advanced Network Management

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CITY OF TUCSON

Offer & Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation which are incorporated by reference as if fully set forth herein.

Advanced Network Management Inc.
Company Name

1355 N. Scottsdale Road, Suite 380
Address

Scottsdale AZ 85257
City State Zip

Signature of Person Authorized to Sign

Kurt Huegin
Printed Name

Vice President, Sales & Marketing
Title

For clarification of this offer, contact:

Name: James Arnold

Title: Senior Account Manager

Phone: 480.385.0612

E-mail: james.arnold@anm.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 250135 -- 01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

for
As Tucson City Attorney and not personally

09/18/2025
Date

Awarded:

for
As Director of Business Services and not personally

09/17/2025
Date

CITY OF TUCSON

Vendor's Response to Intent to Negotiate / BAFO

Outlook

[EXTERNAL] Re: City of Tucson Request for Proposal 250135 Used Networking Equipment

From James Arnold <James.Arnold@anm.com>
Date Thu 7/31/2025 2:46 PM
To Nora Corral <Nora.Corral@tucsonaz.gov>
Cc Miguel de Zubeldia <Miguel.deZubeldia@anm.com>; Shala Pelloni <Shala.Pelloni@anm.com>; Debbie Martin <Debbie.Martin@anm.com>

Hello Nora,
I am back from PTO and I appreciate you extending the deadline for this response. Our previously submitted pricing sheet is our Best and Final pricing with the exception of the following note that applies to the Cisco Software line item.

NOTE: Certain SKUs are discount restricted and therefore will not be able to follow this discount structure. Examples: Enterprise Agreements, DUO, ThousandEyes, Solution Plus Partners

Thank you,

James Arnold
Account Manager

Voice & Text: (720) 937-3348
1355 N Scottsdale Rd | Scottsdale, AZ 85257
https://anm.com [anm.com]

anm [anm.com]

Check out these recent insights from ANM experts:
Network Security Predictions for 2025 [anm.com]
The Growing Cybersecurity Threat in Healthcare [anm.com]
MSSP vs. MDR: Which is Right for Your Business? [anm.com]
Data Security Management Checklist [anm.com]

From: Nora Corral <Nora.Corral@tucsonaz.gov>
Date: Tuesday, July 22, 2025 at 6:28 PM
To: Miguel de Zubeldia <Miguel.deZubeldia@anm.com>
Cc: James Arnold <James.Arnold@anm.com>
Subject: Fw: City of Tucson Request for Proposal 250135 Used Networking Equipment

EXTERNAL MAIL: Nora.Corral@tucsonaz.gov
Hi Miguel, I sent the attached and got an out of office response. I can extend until August 1, 2025.

Thank You,
Nora Corral
Senior Contract Officer
City of Tucson
Business Services Department

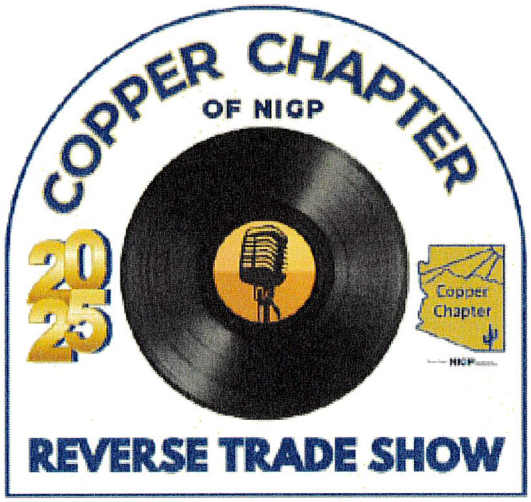
Shared Services Procurement
Telephone: (520) 837-4143
Fax: (520) 791-4735

VALUES AND GUIDING PRINCIPLES OF PUBLIC PROCUREMENT
Accountability**Ethics**Impartiality**Professionalism**Transparency**Service

---

Register for the 2025 Reverse Trade Show in November

Click the image below to get rockin', rollin', and registered!



[copperchapter.org]

From: Nora Corral
Sent: Tuesday, July 22, 2025 6:19 PM
To: James Arnold <james.arnold@anm.com>
Subject: City of Tucson Request for Proposal 250135 Used Networking Equipment

Good afternoon, please see the attached for your review and response.

Thank You,
Nora Corral
Senior Contract Officer
City of Tucson
Business Services Department
Shared Services Procurement
Telephone: (520) 837-4143
Fax: (520) 791-4735

VALUES AND GUIDING PRINCIPLES OF PUBLIC PROCUREMENT
Accountability**Ethics**Impartiality**Professionalism**Transparency**Service

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Click the image below to get rockin', rollin', and registered!



[copperchapter.org]

AN ANM SOLUTION FOR:

CITY OF TUCSON

NOTICE OF INTENT TO NEGOTIATE – CLARIFICATION LETTER

REQUEST FOR PROPOSAL 250135 USED NETWORKING EQUIPMENT

JULY 16, 2025

Presented By:

James Arnold
Senior Account Manager
480.385.0612
james.arnold@anm.com

anm

NOTICE OF INTENT TO NEGOTIATE – CLARIFICATION LETTER

1. Provide details on the buyback program your organization offers, to include acceptance of devices and if/how the credit will be issued.

ANM Response:

OEM	Does program include refurbished products?	Notes
Cisco	Yes — but only Cisco Refresh or originally authorized refurbished units.	Cisco Takeback & Reuse will accept Cisco Refresh equipment (since it is treated as Cisco-certified and serial-tracked). They may refuse gray-market or third-party-refurbished gear. Credit programs often require original proof of purchase from an authorized Cisco channel. **Credit** • No direct cash or credit through the Takeback program. Extra discount is bundled with a new hardware purchase with ANM.
HPE / Aruba	Case-by-case — generally yes for HPE Certified Renew equipment.	HPE Renew equipment is treated as HPE original equipment and eligible for HPE Asset Upcycling. Non-HPE-authorized refurbished equipment may be rejected or valued at $0. **Credit** • Value assessment provided by HPE • Trade-in must be associated with a new HPE acquisition for best value.
Dell Technologies	Yes, for Dell Certified Refurbished equipment.	Dell ARS will accept Dell Certified Refurbished gear as it is considered Dell-owned and serialized. Equipment from unauthorized refurbishers may be rejected or given no residual value. **Credit** • Based on third-party appraised value • Credit options: ○ Applied to future purchases with ANM
Palo Alto Networks	Generally not included.	Most Palo Alto trade-in incentives require original Palo Alto hardware purchased through authorized channels. Refurbished equipment (non-authorized) typically not eligible for credit. **Credit**

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OEM	Does program include refurbished products?	Notes
		• No direct trade-in credit. • Applicable incentives or discounts will be applied by ANM at the time of a hardware refresh.
Juniper Networks	Yes, for Juniper Certified Pre-Owned equipment.	Juniper partners running Asset Recovery will typically accept Juniper Certified Pre-Owned gear; gray-market refurbished hardware may be refused or valued at $0. **Credit** • No direct trade-in credit. • Applicable incentives or discounts will be applied by ANM at the time of a refresh.
Arista Networks	Arista does not sell or support used or refurbished equipment	Arista provides incentive programs for new or competitive takeout opportunities.
Fortinet	Fortinet does not sell or support used or refurbished equipment	Fortinet provides incentive programs for new or competitive takeout opportunities.

Summary Guidance

- Cisco, HPE/Aruba, Dell, Juniper will generally accept their own certified refurbished equipment in trade-in / buy-back / asset recovery programs. Trade-in value generally comes in the form of additional discount on net new purchases.
- Gray-market refurbished gear or third-party refurbished equipment is typically not eligible for credit or trade-in value.
- Palo Alto, Fortinet, Arista generally do not include refurbished equipment unless it was OEM-authorized certified refurbished and documented.

Important Notes:

- Many programs will require original proof of purchase or serial verification to confirm eligibility.
- OEM-certified refurbished products (Cisco Refresh, HPE Renew, Dell Certified Refurbished, Juniper Certified Pre-Owned) are typically treated the same as new equipment regarding eligibility.
- Equipment sourced through unauthorized resellers or secondary markets (e.g. eBay, secondary brokers, third-party refurbishers) is often excluded or given $0 trade-in value, and may not be accepted for proper recycling via official channels.

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2. Provide the minimal discount for each manufacturer that your organization may offer for refurbished equipment.

ANM Response:

The discounts in our pricing sheet are what ANM can offer at this time. There are manufactures that we cannot guarantee a discount on refurbished equipment. Each manufacturer's program is different, and pricing is dependent on availability. Some OEMs might not even offer a List Price on refurbished equipment and all ANM will be able to provide is a price.

3. Provide details on how your organization determines initial price for refurbished equipment and provide a link to a source price list, if available, for the City of Tucson to reference.

ANM Response:

ANM determines price on refurbished equipment based on the pricing we receive from the OEM. Pricing and discounts constantly change as product availability changes. What we do for our clients that are evaluating refurbished equipment is help analyze cost and availability with new equipment.

Every project is different, and some projects can't wait for refurbished equipment to become available. ANM will help the City determine the best path forward on a project-by-project basis.

Most OEMs do not publish a price list for refurbished equipment as it changes daily. We recommend the City work with ANM to determine pricing and availability.

4. Provide clarification on the terms for warranties of refurbished equipment for each manufacturer your organization offers and how we would be informed of variations.

ANM Response:

In all four programs — Cisco Refresh, Dell Certified Refurbished, HPE Renew, and Juniper Certified Pre-Owned — refurbished products are fully warranted by the OEM, with warranty terms that are equivalent or comparable to new product warranties. Additionally, all four programs allow purchase of extended maintenance and support contracts, ensuring long-term supportability.

OEM	Refurbished Program	Warranty Terms
Cisco	Cisco Refresh	Cisco Refresh products carry the same warranty as new Cisco equipment: • Typically one-year limited hardware warranty (extendable through Smart Net Total Care (SmartNet) support contracts). • Eligibility for SmartNet and Cisco software support. • Full TAC (Technical Assistance Center) support. • Advance hardware replacement available through service contract.

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OEM	Refurbished Program	Warranty Terms
Dell	Dell Certified Refurbished	Dell Certified Refurbished products typically come with: • One-year limited hardware warranty, standard. • Option to extend coverage via Dell ProSupport or ProSupport Plus (up to 3–5 years, depending on product category). • Full eligibility for Dell technical support and service contracts. • Same warranty terms as equivalent new Dell product.
HPE / Aruba	HPE Renew	HPE Renew products carry the same warranty as new HPE/Aruba equipment: • Typically 1 year limited warranty, or original full warranty if product is current-generation. • Eligibility for full HPE Foundation Care or Proactive Care support. • Access to firmware and software updates. • Warranty starts at time of customer purchase through authorized channel.
Juniper	Juniper Certified Pre-Owned (CPO)	Juniper CPO equipment is provided with: • Typically 1 year Juniper Limited Hardware Warranty. • Eligibility for full Juniper Care support contracts (which can be purchased to extend support beyond base warranty). • Software updates and access to Juniper Technical Assistance Center (JTAC). • Warranty terms aligned with Juniper standard new product warranty where applicable.

ANM Best Practices

- Attach OEM warranty datasheets.
- Provide any warranty exceptions or non-standard warranty term in our quotes.

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5. Provide clarification on how your organization prioritizes the sale of new versus refurbished equipment and the process the City of Tucson must take in order to purchase refurbished equipment.

ANM Response:

When evaluating technology solutions for our customers, ANM prioritizes offering new, manufacturer equipment as the standard option for most public sector customers. However, we recognize that budget considerations, sustainability initiatives, and legacy system compatibility may occasionally make refurbished equipment a practical and necessary alternative. In these cases, we support the sale of certified refurbished equipment such as those provided through Cisco, HPE/Aruba, Dell Technologies, and Juniper Networks.

For the City of Tucson to purchase refurbished equipment, the process begins with clearly indicating acceptance of refurbished equipment in the request for proposals (RFP), quote requests, or purchasing documentation.

Once the City indicates its willingness to consider refurbished equipment, ANM will identify which items are available through OEM-authorized refurbishing programs with Cisco, HPE/Aruba, Dell and Juniper. All refurbished items offered will be clearly disclosed and labeled in our quotes or proposals.

Upon submission, the City's procurement or IT evaluation team will review the proposed refurbished equipment to ensure it meets the specified requirements. If accepted, the inclusion of refurbished equipment will be documented in the final sales quote, along with any associated warranties or support terms.

While new equipment remains our default offering, we are committed to providing refurbished options when requested by the City. Our OEM offers provide the City the confidence in acquiring refurbished equipment that aligns with its operational, financial, and compliance objectives.

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CITY OF TUCSON

Intent to Negotiate / BAFO

CITY OF TUCSON

July 7, 2025 Sent via email, this day to james.arnold@anm.com

James Arnold
Advanced Network Management
4001 Jefferson Plaza NE
Albuquerque, NM 87109

Subject: Request for Proposal No. 250135- Used Networking Equipment

NOTICE OF INTENT TO NEGOTIATE- CLARIFICATION LETTER

Dear Mr. Arnold:

Advanced Network Management has been selected to advance to the next step in the selection process for the **Used Networking Equipment** Request for Proposals.

Item A: The Evaluation Committee has reviewed your proposal and would like clarification on the following:

1. Provide details on the buyback program your organization offers, to include acceptance of devices and if/how the credit will be issued.
2. Provide the minimal discount for each manufacturer that your organization may offer for refurbished equipment.
3. Provide details on how your organization determines initial price for refurbished equipment and provide a link to a source price list, if available, for the City of Tucson to reference.
4. Provide clarification on the terms for warranties of refurbished equipment for each manufacturer your organization offers and how we would be informed of variations.
5. Provide clarification on how your organization prioritizes the sale of new versus refurbished equipment and the process the City of Tucson must take in order to purchase refurbished equipment.

Please submit a written response no later than 12:00PM on July 14, 2025. Please do not hesitate to contact me if you have any questions.

Sincerely,

Nora Corral

Nora Corral
Senior Contract Officer

CITY OF TUCSON

July 22, 2025 Sent via email, this day to james.arnold@anm.com

James Arnold
Advanced Network Management
4001 Jefferson Plaza NE
Albuquerque, NM 87109

Subject: **Request for Proposal No. 250135- Used Networking Equipment**

NOTICE OF INTENT TO NEGOTIATE

Dear Mr. Arnold:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Advanced Network Management has been selected to advance to the next step in the selection process for the **Used Networking Equipment** Request for Proposals. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter into negotiations. Specifically, the City requests the following:

1. **Best and Final Pricing**
   Please provide your best and final pricing offer to the City.

Please submit a written response by email no later than 12:00PM on July 28, 2025. Please do not hesitate to contact me if you have any questions.

Sincerely,

Nora Corral

Nora Corral
Senior Contract Officer

CITY OF TUCSON

Vendor's Response to RFP

Manufacturer's Authorization Form

Date: May 30, 2025

To: City of Tucson

Business Services Department Attn: Nora Corral
Shared Services Procurement Division
255 N. Alameda, 6th floor, Tucson, AZ 85701

Subject: REQUEST FOR PROPOSAL NO. 250135 USED NETWORKING EQUIPMENT

Cisco Systems, Inc., a company duly organized under the laws of the State of Delaware of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("**Cisco**"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, ADVANCED NETWORK MANAGEMENT ("**Partner**") wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of Cisco Products and/or Services which entitles Partner to do the following:

1. resell and/or distribute Cisco products and/or services in Americas - U.S. to end users within that territory;
2. bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Partner is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

The confirmation provided under this Authorization form shall be accurate as of the date appearing at the top of this letter.

If you need any additional information, please do not hesitate to contact Taylor Rectenwald, Partner Account Executive at tmckenzi@cisco.com. For more information about Cisco's channel partner program, please visit the following URL: http://www.cisco.com/web/partners/index.html.

Duly authorized to sign this authorization form for and on behalf of: **Cisco Systems, Inc.**

Brian Dulac, Director, Finance

Cisco Partner Program Role Letter

Date:	**May 30, 2025**
To:	**City of Tucson** **Business Services Department Attn: Nora Corral** **Shared Services Procurement Division** **255 N. Alameda, 6th floor, Tucson, AZ 85701**
Bid Number or Project Name:	**REQUEST FOR PROPOSAL NO. 250135 USED NETWORKING EQUIPMENT**

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, ADVANCED NETWORK MANAGEMENT is a Cisco authorized Gold Integrator, Gold Provider partner and that Cisco and ADVANCED NETWORK MANAGEMENT have entered into an agreement for the purchase and resale of Cisco products and/or services (the "**Agreement**").

This means that ADVANCED NETWORK MANAGEMENT has complied with the Cisco partner program requirements and is duly authorized to purchase and resell Cisco products in Americas - U.S. as well as negotiate the terms and conditions of support and maintenance services on Cisco products, in accordance with the terms and conditions of such Agreement.

Furthermore, ADVANCED NETWORK MANAGEMENT is specialized in the following Cisco technologies:

- Environmental Sustainability;
- Secure Access Service Edge Solution;
- Hybrid Cloud Computing Solution;
- Hybrid Cloud Networking Solution;
- Hybrid Cloud Software Solution;
- Extended Detection and Response Solution;
- Secure Networking Solution;
- Advanced Collaboration Architecture;
- Advanced Customer Experience;
- Advanced Enterprise Networks Architecture;
- Master Collaboration;

- Master Networking;
- Cisco Unified Contact Center Express;
- Cisco Webex Contact Center ; and
- Collaboration SaaS

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized partners are reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.

If you need any additional information, please do not hesitate to contact Taylor Rectenwald, Partner Account Executive at tmckenzi@cisco.com.

Brian Dulac, Director, Finance

Cisco Systems, Inc.

Appendix 1
ANM Partner Authorizations

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DELL Technologies
GOLD PARTNER

ADVANCED NETWORK MANAGEMENT

UNITED STATES

has met the program prerequisites and business requirements to qualify
as a Dell Technologies Partner Program Gold Partner

Dell Technologies
2025

February 1, 2025 – January 30, 2026

Hewlett Packard
Enterprise

Hewlett Packard Enterprise Company
1701 E Mossy Oaks Road
Spring, Texas, 77389
U.S.A.

aruba
a Hewlett Packard
Enterprise company

January 14, 2025

Advanced Network Management Inc.
4001 Jefferson Plz Ne
Albuquerque, NM, 87109
U.S.A.
HPE Partner Agreement #: **P1-031934**

To whom it may concern:

Advanced Network Management Inc. is an HP Enterprise / Aruba Authorized Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HPE US Commercial Distributor, for resale to end user customers in the USA.

HPE Point of Contacts for Partner Authorization verification are listed below:
Support Team: AMSpartnersupport@hpe.com

Customers can also locate or confirm partners through the HPE Partner Locator at http://findapartner.hpe.com/

Sincerely,

Shelly D. Deal

Shelly D. Deal
AMS Lead, PFS BRM Global Partner Contracts
Sales Operations

May 5, 2025

To Whom it May Concern:

Juniper Networks ("Juniper") is very pleased to confirm that as of the date of this letter the following partner is currently authorized to resell Juniper products, training services, and support and maintenance contracts to end-user customers as specified below:

Partner Name: ADVANCED NETWORK MANAGEMENT, INC.
Partner Level: **Elite**
Partner Territory: USA

Juniper is constantly reviewing their partner programs. Partner level, product authorizations, service specializations, and buying model relationship terms are always subject to change.

If you have any questions regarding our partnership or need additional information, please don't hesitate to contact:

Partner Account Manager: Ryan Moriarty
Phone: 414-943-4999
Email: rmoriarty@juniper.net

Sincerely,

Ben Fallon VP, Juniper Partner &
Commercial Sales
Juniper Networks

1133 Innovation Way
Sunnyvale, CA 94089

o +1 408 745 2000
f +1 408 745 2100

www.juniper.net

Juniper Business Use Only

January 8, 2025

To Whom It May Concern:

On Behalf of the Global NextWave Partner Program team at Palo Alto Networks, this is to inform you the partnership between Palo Alto Networks, Inc. and:

Advanced Network Management Inc.
Albuquerque, NM
United States

At the time of this communication, **Advanced Network Management Inc.** is classified as a Solution Provider at the **Diamond Innovator** level partner respectively in the Palo Alto Networks NextWave Partner Program and is in good standing.

Advanced Network Management Inc. is also currently set with the following Specializations **Hardware Firewall; Software Firewall; Prisma SASE**

Thank you,

Tom Evans
VP, Worldwide Channel Sales
Palo Alto Networks

DocuSign Envelope ID: D3B33794-1A37-48D3-B40A-[illegible]4A4EB4F46

ARISTA

5453 Great America Parkway
Santa Clara, CA 95054
Phone: 408-547-5500

May 15, 2025

Advanced Network Management
4001 Jefferson Plaza NE
Albuquerque, NM 87109

Re: Advanced Network Management, Inc. dba ANM, Letter of Authorization

To Whom It May Concern,

As of the date of this letter, Advanced Network Management, Inc. dba ANM, with a principal place of business at 4001 Jefferson Plaza NE, Albuquerque, NM 87109, is currently authorized to sell Arista products and Arista services in the United States.

Sincerely,

DocuSigned by:
Mark Foss
B80DF5768C2E486...

Mark Foss
SVP, Global Field Operations & Marketing
Arista Networks, Inc.

Certificate of Authorized Reseller

Date: 04/14/2025

Fortinet, Inc. operates through a channel of independent distributors and resellers. Therefore, Fortinet hereby confirms that: ANM

Having its registered place of business at:
304 Inverness Way S#400, Englewood, Colorado 80112, United States;

is currently an authorized FortiPartner and is currently authorized throughout US to sell Fortinet products as a partner with the following designations:

- Level of Engagement: Advocate Business
- Model: Integrator

This certificate is issued as of the date shown above and is valid for 180 days from this date.

Provided the FortiPartner identified above has purchased applicable support services from Fortinet and the applicable support services have been effectively registered and contracted with Fortinet, Fortinet agrees and undertakes that Fortinet would provide support for the applicable Fortinet products according to the terms of the support agreement, available at https://support.fortinet.com. Fortinet Products are shipped subject to the terms of its then-current End User License Agreement, available at http://www.fortinet.com/doc/legal/EULA.pdf, which sets forth Fortinet's warranty.

This certificate is subject to the FortiPartner maintaining its FortiPartner Agreement with Fortinet and to Fortinet's FortiPartner guidelines. Fortinet's partner program and its guidelines are available for review at http://www.fortinet.com/partners/partner_program/fpp.html. Notwithstanding anything to the contrary herein, authorized FortiPartners do not represent Fortinet and cannot make statements that are binding on behalf of Fortinet.

Manufacturer Confirmation

Gonzalo Ruiz
VP of Legal and Compliance Americas

FORTINET, INC.
899 Kifer Road
Sunnyvale, CA 94086

Telephone: +1-866-868-3678
Email: sales@fortinet.com
Website: www.fortinet.com

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

ADVANCED NETWORK MANAGEMENT INC
4001 JEFFERSON PLZ NE
ALBUQUERQUE, NM 87109

License Number: T3075337
Issue Date: December 05, 2024
Expiration Date: December 31, 2025

Owner:
ADVANCED NETWORK MANAGEMENT INC

Doing Business As:
ADVANCED NETWORK MANAGEMENT INC

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2025
Expiration Date: December 31, 2025

CITY OF
TUCSON

Non-Transferable

T3075337

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: ADVANCED NETWORK MANAGEMENT INC

Located At: 4001 JEFFERSON PLZ ALBUQUERQUE, NM 87109

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

Resource Type	Hourly Rate	Description
Network		
Jr. Network Engineer	$ 165.00	1-2 years experience
Network Engineer	$ 185.00	4-5 years experience, certifications
Sr. Network Engineer	$ 250.00	5+ year experience or professional certifications
Network Solution Architect	$ 275.00	5+ year experience and professional or expert certifications
Security		
Jr. Security Engineer	$ 175.00	1-2 years experience
Security Engineer	$ 220.00	4-5 years experience, certifications
Sr. Security Engineer	$ 275.00	5+ year experience or professional certifications
Security Solution Architect	$ 325.00	5+ year experience and professional or expert certifications
Systems and Data Center Infrastructure		
Jr. Systems Admin	$ 175.00	1-2 years experience
System Admin	$ 220.00	4-5 years experience, certifications
Sr. Systems Admin	$ 275.00	5+ year experience or professional certifications
Systems Solution Architect	$ 325.00	5+ year experience and professional or expert certifications
Project Management		
Project Management	$ 165.00	Covers all project types
Application Development and Dev Ops		
Jr. Application Developer	$ 175.00	1-2 years experience
Application Developer	$ 220.00	4-5 years experience, certifications
Sr. Application Developer	$ 275.00	5+ year experience or professional certifications
SCRUM Master	$ 325.00	5+ year experience and professional or expert certifications
Application Architect	$ 345.00	5+ year experience and professional or expert certifications
DevOps Engineer	$ 265.00	4-5 years experience, certifications
Sr. DevOps Engineer	$ 325.00	5+ year experience or professional certifications
DevOps Architect	$ 345.00	5+ year experience and professional or expert certifications
Principal		
CTO (Principal Architect)	$ 395.00	Experienced CTO or equivalent
Chief Security Officer (CSO)	$ 395.00	Experienced CSO or equivalent

AN ANM SOLUTION FOR:

CITY OF TUCSON

REQUEST FOR PROPOSAL 250135
USED NETWORKING EQUIPMENT

RESPONSE TO EVALUATION CRITERIA

JUNE 16, 2025

Presented By:

James Arnold
Senior Account Manager
480.385.0612
james.arnold@anm.com

anm

ANM Corporate Headquarters
4001 Jefferson Plaza NE
Albuquerque, NM 87109
Tel 1-866-266-8822
info@anm.com

June 16, 2025

Ms. Nora Corral
City of Tucson
255 W. Alameda Street
Tucson, AZ 85701

Dear Ms. Corral,

On behalf of ANM, I am pleased to submit our proposal for the City of Tucson Request for Proposal 250135 for Used Networking Equipment. We are excited about the opportunity to bring our refurbished equipment portfolio to the City of Tucson and public agencies nationwide through the resulting Axia Cooperative contract.

ANM is a recognized leader in delivering secure, scalable, and sustainable technology solutions to public sector customers across the United States. We are a trusted partner to state and local governments, K-12 and higher education institutions, public safety organizations, and healthcare agencies — with a strong record of performance and customer satisfaction.

Our proposal demonstrates ANM's ability to:

- Provide a full range of OEM-authorized refurbished equipment from leading manufacturers such as Cisco, Dell, HPE/Aruba, Juniper, and more.
- Deliver value-added services including installation, repair and maintenance, consulting, customer support, and training.
- Support public agencies nationwide through our extensive distribution, delivery, and service network.
- Offer transparent pricing, compliance with public procurement best practices, and access to rebate and incentive programs that maximize customer value.
- Actively market, promote, and support adoption of the Axia Cooperative contract through national sales goals, training, and joint selling efforts.

ANM is committed to being a highly engaged and responsive partner to the City of Tucson, the Axia Cooperative and participating agencies. We will dedicate the resources needed to ensure our engagement with the City of Tucson and the cooperative contract is successful — helping agencies streamline procurement while achieving their technology and mission objectives.

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Albuquerque, NM 87109
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We appreciate your consideration of our proposal and look forward to the opportunity to serve the City of Tucson and the Axia Cooperative community. If you have any questions or require additional information during your evaluation, please do not hesitate to contact me.

Sincerely,

James Arnold

James Arnold
Senior Account Manager
480.385.0612 | james.arnold@anm.com

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Appendix 1: ANM Partner Authorizations

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SECTION F: EVALUATION CRITERIA

1. Method of Approach

Provide a detailed response to each of the following:

A. Detail the scope of used/refurbished Cisco equipment and related products that your company offers. Your response should detail proposed sub-categories (if applicable) and total number of products in your catalog being made available (as well as a breakdown of number of available products within each category).

ANM Response:

Cisco Refresh delivers over 7,000 unique remanufactured products, encompassing both current and end-of-sale items. Each product undergoes a rigorous remanufacturing process, ensuring it meets Cisco's stringent quality standards. These products come with valid software licenses and are eligible for Cisco SMARTnet support.

Key Categories:

- Switching: Catalyst and Nexus series
- Routing: ISR, ASR, and other router series
- Wireless: Access points and controllers
- Security: Firewalls and security appliances
- Collaboration: IP phones and video conferencing devices
- Optics: Transceivers and modules

Cisco Certified Remanufactured

Cisco Refresh products undergo Cisco's ISO 9001/14001 certified, comprehensive, and proprietary remanufacturing process, ensuring that all equipment meets stringent quality and environmental standards. Each Cisco Refresh product is backed by the same Cisco warranty and support options as equivalent new Cisco equipment, enabling ANM to deliver a cost-effective, sustainable alternative that fully supports your operational and compliance requirements.

Remanufacturing Process

Trusted supply: All equipment comes from Cisco supply sources and is screened to ensure that it is not counterfeit and that it can be remanufactured. Every piece of equipment has a verified and tracked product service history.

The most experience in the industry: Since 2001, Cisco has remanufactured over 3.2 million units in seven world-class facilities totaling over 600,000 square feet. Over 28,000 customers in 80 countries worldwide have deployed Cisco Refresh products.

Rigorous remanufacturing process: All equipment is remanufactured with genuine Cisco parts in a controlled manufacturing environment. All Cisco Refresh products are remanufactured using environmentally-responsible processes and materials. RoHS compliant parts are used where

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appropriate. Critical firmware and hardware upgrades are applied, helping to ensure maximum in-network performance. All products come with a valid Cisco IOS® software license. All equipment is cleaned and reconditioned in an ESD controlled environment.

Comprehensive testing and regulatory certifications: A comprehensive set of diagnostic, functional, and network traffic system tests are performed. Burn-in and/or thermal cycling tests are performed to help ensure quality. All Certified equipment receives regulatory and safety certifications for FCC, UL, CSA, CE.

Cisco Certified: Quality assurance inspections are performed to confirm compliance with Cisco Acceptance Quality Level Standards. Random, out-of-box audits are performed periodically to confirm that quality standards are met.

Peace of mind: Only equipment passing Cisco's rigorous remanufacturing process can be called Cisco Refresh and carry the same warranty and support options as equivalent new equipment.

ISO 9001/14001 Certified Processes

Inspection: Each unit is subjected to a thorough screening and physical inspection at every step of the process.

Upgrades: The serial number of each unit is checked against the Cisco database to determine if critical Engineering Change Orders (ECOs) apply. Critical software and hardware upgrades are performed in compliance with ECOs.

Restoration of default configuration: Previous configuration and owner information is removed and the unit is returned to its default settings. Previous owner information recorded on Cisco databases is also erased.

Testing: A comprehensive set of diagnostic, functional, and network traffic system tests are performed. Burn-in and/or thermal cycling tests are performed to help ensure quality.

Repair: Units failing any inspection and testing are repaired to Cisco factory specifications, with the faulty components and boards replaced as applicable. The units are then subjected again to functional status, and network traffic system, burn-in, and thermal cycling tests are performed as applicable.

Software: A licensed copy of the IOS® software is installed to help ensure maximum performance and network compatibility.

Cleaning: Each unit is cleaned and detailed. Old labels are removed and new labels applied. New fasteners and panels are installed as appropriate. Casings are cleaned, touched up, or repainted as applicable.

Packaging: Units are carefully wrapped, placed in a new protective shipping box, and sealed in preparation for delivery.

Buy Right – Buy Authorized Cisco

ANM ensures that all equipment we provide—whether new Cisco equipment or Cisco Refresh—is sourced exclusively through Cisco's Authorized Channel. By purchasing through ANM, our

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customers are entitled to full Cisco service and support, including upgrades, replacement guarantees, valid software licenses, and the full Cisco warranty—the same level of assurance you receive when buying new.

As a Cisco Gold Partner, ANM is contractually obligated to source all Cisco equipment directly from Cisco or Cisco authorized distributors. This guarantees the authenticity, quality, and compliance of the products we deliver. We do not procure equipment from unauthorized resellers—doing so would violate Cisco's channel policies and could result in loss of support, warranty, and license rights. With ANM, you can purchase with confidence and peace of mind, knowing your Cisco investment is fully protected and supported.

Top Risks of Buying from a Non-authorized Reseller

- Cisco cannot guarantee the quality and performance of unauthorized Cisco products.
- You may be supplied with a counterfeit Cisco product. Counterfeit products are not only illegal but they also may cause serious damage to your and/your customers' company network.
- You may not be automatically eligible for Cisco support.
- You may not have a valid software license or a full Cisco warranty.

Counterfeit Products and Third Party Components

- Counterfeit products can be hardware, software, or documentation where Cisco's logo and/or other intellectual property have been used without Cisco's consent.
- Counterfeit products often contain components that have been tampered with and illegal software.
- The purchase of counterfeit products breaches Cisco intellectual property rights and is therefore illegal.
- Third-party components are typically memory, cables, or gigabit interface converters manufactured by a company other than Cisco and without Cisco's consent.

Cisco Refresh Comparison Matrix

Feature	New Cisco Equipment	Cisco Refresh (RF) Equipment	Cisco Equipment from Unauthorized Sources
Availability and supply	All products currently on the product price lists are available for order by end customers and resellers directly from Cisco or from authorized distributors (who stock many of Cisco's products).	Available globally through select authorized distributors and may be sold by any Cisco Authorized Channel Partner. Product is usually shipped by the distributor to the reseller or end customer	Varies. Cisco offers no assurance as to the quality, authenticity, or legitimate ownership of the product.

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Feature	New Cisco Equipment	Cisco Refresh (RF) Equipment	Cisco Equipment from Unauthorized Sources
	Additional new equipment is manufactured to fulfill demand.	from Cisco. (Exact process varies by country). Product SKUs and quantities are limited and vary daily. Products are sold on a first-come, first-served basis and cannot be back-ordered. Note: Many products that are no longer for sale are available as remanufactured.	
Part numbers and pricing	See the global pricing list for current part numbers and pricing.	Remanufactured part numbers are normally the equivalent of a comparable new part number with "-RF" added at the end. Available quantities can be viewed in Cisco's 1 Click Tool (1CT) and in Cisco Commerce Workspace (CCW). List prices are approximately 20 to 35 percent lower than the list price of the equivalent new product. Reseller and certification discounts apply to remanufactured Cisco products as well. Contact Cisco or an authorized distributor for reseller pricing.	Part numbers are often advertised as identical to Cisco part numbers. However Cisco offers no assurance that product configurations (including software versions, amount of memory included, etc.) match those of Cisco products. Also, products may include non-Cisco approved or third party components (such as memory, cables, and GBICs).
Standard warranty	Yes.	Yes. Same as new—all Cisco Refresh products are covered for a minimum of 90 days; some products have longer coverage periods. Our	No. Cisco products are sold with end user warranties, which are personal to the first end user, and, unless authorized by Cisco, the warranty may not be transferred.

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Feature	New Cisco Equipment	Cisco Refresh (RF) Equipment	Cisco Equipment from Unauthorized Sources
		Cisco Refresh products carry the exact same warranty terms as their new counterpart.	Equipment purchased from unauthorized sources may therefore come without any official Cisco warranty, and Cisco has the right to deny all warranty support for such equipment.
Eligibility for Cisco Services support (SMARTnet, etc.)	Yes. Cisco support eligibility extends to all products currently being sold new, plus an additional period after the product is no longer for sale.	Yes. Same as new—Cisco Refresh products carry the same Cisco SMARTnet support options as the equivalent new product.	No. Cisco support plans are personal to the end user contracting Support Services, and may not be transferred, unless expressly agreed to with Cisco, and in most cases on payment of an inspection fee and possession of a valid software license.
Valid software license included	Yes.	Yes. Sold with Cisco IOS® Software license.	In most cases, Cisco's policy is that software licenses are non-transferable.
Configuration	Dependent on the product and sales channel; contact your Cisco sales representative for more information.	Currently sold as spares in standard configurations, see CCW for details of standard configurations of Cisco Refresh.	Cisco offers no assurance as to the configuration of products bought outside the authorized channel

Please visit www.cisco.com/go/refresh.

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B. How do you ensure device sanitization?

ANM Response:

Cisco ensures device sanitization through a secure and standardized process as part of its Cisco Refresh (remanufactured) and Cisco Takeback and Reuse programs. These processes are designed to protect customer data, comply with global data protection regulations, and promote environmental sustainability.

1. Secure Data Erasure

- All storage media (e.g., hard drives, SSDs, flash memory) are wiped or destroyed using industry-standard data sanitization techniques.
- Cisco follows standards such as:
  - NIST SP 800-88 Rev. 1 (Guidelines for Media Sanitization)
  - DoD 5220.22-M (U.S. Department of Defense data wipe standard, if required)
- Multiple-pass overwriting or cryptographic erasure may be used depending on device type and data sensitivity.

2. Hardware Sanitization Process

- Devices undergo physical inspection and refurbishment at authorized Cisco facilities.
- All configurations, customer-specific settings, and residual data are removed and reset to factory defaults.
- Devices are reloaded with clean, licensed Cisco software images.

3. Certification and Quality Control

- Each sanitized device is tested and certified to meet Cisco quality and security standards.
- Refurbished units are often sold through the Cisco Refresh program and are eligible for SMARTnet support, just like new equipment.

4. Environmental and Regulatory Compliance

- Cisco ensures that the sanitization process complies with relevant privacy laws (e.g., GDPR, HIPAA) and environmental regulations (e.g., WEEE, R2).
- Non-reusable components are responsibly recycled in accordance with Cisco's environmental sustainability goals.

5. Chain of Custody and Traceability

- Cisco maintains a secure chain of custody during the entire device return, sanitization, and refurbishment process.
- Devices are tracked from receipt to disposal or redeployment to ensure accountability.

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Cisco's sanitization process is comprehensive and trusted globally. It ensures that no customer data remains on returned or refurbished devices, aligning with best practices in data security, compliance, and sustainability.

C. Are available used/refurbished Cisco products compliant with Cisco SmartNet eligibility?

ANM Response:

Yes. Many used and refurbished Cisco products are eligible for Cisco SmartNet support, but eligibility depends on the specific Cisco program and product condition.

Cisco Refresh Program (Certified Remanufactured)

- SmartNet Eligibility: Yes
- All products under the Cisco Refresh program are fully tested, certified, and licensed by Cisco, making them 100% eligible for Cisco SmartNet or equivalent service contracts.
- These products:
  - Include a new serial number and full warranty
  - Are supported just like new Cisco equipment
  - Are remanufactured by Cisco in compliance with their quality standards

Non-Cisco Certified Used Equipment (Grey Market)

- SmartNet Eligibility: Not eligible
- Products bought from unauthorized resellers, refurbished without Cisco oversight, or sourced from third-party marketplaces are not be eligible for Cisco SmartNet.
- These may lack:
  - Valid Cisco serial numbers
  - Licensed software images
  - Traceability or certification

How to Verify SmartNet Eligibility

You can verify a product's SmartNet eligibility by:

- Using the Cisco Device Coverage Checker Tool: Cisco Coverage Checker
- Consulting with an ANM Engineer
- Requesting a Cisco Refresh certificate

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D. Do you provide serialized audit reports or certificates of testing?

ANM Response:

Yes. Cisco provides serialized audit documentation and certificates of testing for equipment that is remanufactured and resold through its official program, Cisco Refresh.

Cisco Refresh (Certified Remanufactured Equipment)

- Serialized Audit Reports:
  Cisco tracks and documents the refurbishment process using unique serial numbers. Each device receives a new or revalidated Cisco serial number, which is recorded and tracked in Cisco's backend systems.
- Certificates of Testing:
  While Cisco does not typically issue a formal "certificate of testing" per device to customers, all Refresh equipment:
  - Undergoes comprehensive functional testing
  - Is certified to meet Cisco's original factory specifications
  - Is eligible for Cisco SmartNet or equivalent service, which validates successful quality assurance
- Traceability:
  Cisco Refresh products are traceable by serial number in Cisco's global systems, which can verify:
  - Eligibility for support
  - Refurbishment source (ensuring it was remanufactured by Cisco)
  - Validity of licensing and entitlement

Important Note

If a customer requires formal documentation for compliance, asset tracking, or auditing purposes, Cisco may provide:

- Product quality reports
- Proof of refurbishment
- Serialized inventory records

These documents can serve as audit trail evidence for ITAM (IT Asset Management), regulatory audits, or procurement traceability.

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E. Detail the scope of used/refurbished equipment and related products for other brands (HPE Aruba, Dell, Juniper, Arista, Fortinet, Palo Alto, etc.) that your company offers. Your response should detail proposed sub-categories (if applicable) and total number of products in your catalog being made available (as well as a breakdown of number of available products within each category).

ANM Response:

HPE/Aruba

Product availability and pricing through the HPE Renew Program are continuously updated to reflect the latest inventory and market conditions.

HPE Renew Program Overview

The HPE Renew Program offers you a comprehensive portfolio of completely remanufactured HPE HIT products at attractive and affordable prices. HPE warranty is assured as all HPE Renew products undergo the same rigorous test process as for new products.

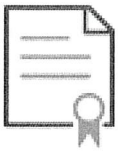
Why should I buy HPE Renew products?



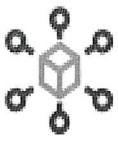
Great Value for Money
Get high quality solutions and save at least 15% with remanufactured Hewlett Packard Enterprise products, offering the same reliability, functionality, and warranty as new HPE products. HPE Renew delivers high performance, low cost solutions where price really counts.



HPE Certified Quality
HPE Renew products undergo complete remanufacturing and testing processes, fully restoring them to meet Hewlett Packard Enterprise's stringent quality standards and ensuring they meet all original factory specifications.

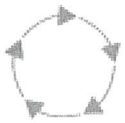


Full HPE Warranty
HPE Renew products are covered by the full, same-as-new HPE warranty, guaranteeing HPE quality and reliability. Just like new Hewlett Packard Enterprise products, the warranty period starts from the date of purchase, and refreshes the full original warranty. Additional service and support options are available to complement the product warranty.



Broad Range of HPE Solutions
Fulfill specific business needs with our comprehensive portfolio of fully remanufactured Hewlett Packard Enterprise solutions. HPE Renew offers you current, state of the art technology, in addition to older generation equipment. HPE Renew is also the sole source of discontinued, legacy Hewlett Packard Enterprise technologies.

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Eco-friendly
Make sustainable choices for the environment when you choose remanufactured Hewlett Packard Enterprise products. HPE Renew ensures returned, loaned or trial units are thoroughly remanufactured so they can be fully utilized and don't end up unnecessarily wasted.

HPE Renew Product Availability

Please visit https://hpe-renew.hpe.com/ie/en/Products/.

Dell Technologies

Dell Technologies' Certified Refurbished Equipment program offers an opportunity to purchase high-quality, pre-owned Dell products that have been professionally refurbished, tested, and certified by Dell or Dell-authorized partners. This helps customers access enterprise-grade equipment at lower cost while supporting sustainability through reuse of hardware.

Product Categories

Dell Certified Refurbished products are available across many product lines, including:

- Client Devices
  - Laptops (Latitude, XPS, Precision Mobile Workstations)
  - Desktops (OptiPlex, XPS, Precision Workstations)
  - Monitors
  - Peripherals (docking stations, keyboards, mice)
- Data Center / Infrastructure
  - Servers
    - PowerEdge servers (rack, tower, blade)
  - Storage
    - PowerStore
    - PowerScale (formerly Isilon)
    - PowerVault
    - Unity XT
    - Compellent (legacy)
  - Networking
    - Dell EMC Networking switches

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- Hyperconverged & Converged Infrastructure
    - VxRail
    - VxBlock (legacy)
- OEM / Edge
    - Ruggedized equipment

Certification Process

Products go through a rigorous refurbishment and certification process:

- Inspection
    - Devices are physically and electronically inspected.
    - Components such as memory, storage drives, and power supplies are tested.
- Repair & Replacement
    - Defective or worn components are repaired or replaced with Dell genuine parts.
- Firmware & Software Updates
    - Firmware and software are updated to latest supported versions.
- Testing
    - Full system testing to meet Dell's operational standards.
- Data Sanitization
    - Drives are securely wiped or replaced in accordance with industry standards (e.g., NIST 800-88).
- Cosmetic Grading
    - Units may be graded (A, B, C) to indicate cosmetic condition.
    - Certified Refurbished is typically Grade A/B with only minor cosmetic wear.

Warranty & Support

- Warranty
    - Typically includes a Dell limited hardware warranty (often 1 year; options to extend may be available).
    - Coverage is comparable to new Dell products in terms of hardware repair/replacement.
- Support
    - Access to Dell ProSupport (if purchased).
    - Eligibility for Dell SupportAssist (automated monitoring and alerts).
    - Eligible for Dell Certified Refurbished hardware maintenance contracts.

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- Maintenance Eligibility
    - For enterprise equipment (servers, storage, networking), certified refurbished products are eligible for Dell support contracts and maintenance, unlike gray market or unauthorized used equipment.

Please visit https://www.dell.com/en-us/dfh/lp/outlet?gacd=9695162-1021-5761040-266674531-0&dgc=st&gad_source=1&gad_campaignid=1555833483&gbraid=0AAAADllXQfrG_ZcdAB8eZ-XqnVswUL-H&gclid=CjwKCAjw6NrBBhB6EiwAvnT_rvyOPBVLFOGA6G8gd0i4R1etHeDI-SLpv-QaHUB3spB0wplp61lBjhoCnTwQAvD_BwE&gclsrc=aw.ds.

Juniper Networks

Juniper Certified Pre-Owned offers a range of high-performance network solutions from the Juniper Networks portfolio, including switches, routers, security, and accessories.

Exceptional Savings

If purchasing new hardware is simply not an option due to budget limitations, Juniper Certified Pre-Owned hardware can be purchased for a fraction of what you would pay for new hardware. As an added bonus, all Juniper Certified Pre-Owned hardware is eligible for the award-winning 24×7 mission-critical support provided by Juniper Care, unless stated otherwise.

Warranty

All Juniper Certified Pre-Owned hardware carries a warranty from Juniper. Used networking hardware purchased from sources other than Juniper or its authorized resellers is NOT warranted by Juniper Networks. Trust only Juniper Certified Pre-Owned.

Juniper Care Eligible

Juniper Certified Pre-Owned hardware is eligible for the award-winning 24×7 mission-critical Juniper Care support. Juniper Certified Pre-Owned purchases can be added to existing support contracts. Used networking hardware purchased from sources other than Juniper or its authorized resellers is NOT eligible for Juniper Care.

Certification Process Ensures Performance

To qualify as Juniper Certified Pre-Owned, and to the extent needed, hardware will go through the Juniper Certified Pre-Owned Refurbishment & Certification Process, where it will be thoroughly refurbished and updated at a Juniper Networks authorized facility. This refurbishment includes installing, or providing access to, the then-current version of embedded software for the hardware.

Used networking hardware purchased from sources other than Juniper or its authorized resellers will not be inspected by Juniper-trained technicians and may have undetected problems. Keep in mind that used hardware purchased from sources other than Juniper or its authorized resellers is not covered under Juniper Networks warranty and support, meaning you will be responsible for all repair costs. Trust only Juniper Certified Pre-Owned.

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Juniper Certified Pre-Owned Refurbishment and Certification Process may include:

- Updated to Juniper's latest revision of embedded software
- Incorporated bug fixes
- Reset to default configuration
- Juniper serial number verification
- Undergoes component repair and replacement
- Detailed cosmetic restoration
- Certification qualifying testing
- Receives Juniper warranty registration

High Availability

When new Juniper hardware is not available to meet a project timeline, Juniper Certified Pre-Owned may be a reliable alternative. Juniper Certified Pre-Owned offers a range of high-performance networking solutions from Juniper Networks' product portfolio, including switches, routers, security devices, wireless devices, and accessories. In-stock hardware generally ships the same day as ordered.

Maximize Your Budget, Minimize Your Risk

Compare Juniper Certified Pre-Owned to used Juniper hardware from unauthorized sources:

	Juniper Certified Pre-Owned hardware	Used Juniper hardware from unauthorized sources
	The only place to buy pre-owned hardware that is certified and supported by Juniper Networks.	Juniper does not guarantee the authenticity, legitimate ownership, or performance of used hardware purchased from unauthorized sources.
Inventory	A wide range of hardware, including current SKUs, available across the entire Juniper Networks product portfolio.	A wide-range of current and end-of-life SKUs available across entire product portfolio.
Quality	Certified to perform at original factory specifications and tested if needed.	Unknown. Hardware is not tested or remanufactured using Juniper approved methods.
Price	Significant savings off Juniper's list prices for new hardware.	May be lower than Juniper Certified Pre-Owned, but carries inherent risks typical with any hardware not inspected by Juniper.

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	Juniper Certified Pre-Owned hardware	Used Juniper hardware from unauthorized sources
Warranty	Same Juniper warranty as corresponding new Juniper product SKUs for certified pre-owned hardware, unless stated otherwise.	Varies. Most hardware is sold as-is with no warranty or software support. No Juniper warranty.
Support	Pre-owned hardware is eligible for the same Juniper Care support options as new Juniper product, unless stated otherwise.	Hardware purchased through the secondary market are not eligible for Juniper Care support and services.
Lead Times	We may provide same day lead times on in-stock hardware and work with customers to provide customers with lead times at time of purchase for not-in-stock hardware.	Unpredictable and varies by source.

Please visit https://junipercpo.net.

Palo Alto Networks

Palo Alto Networks does not operate its own certified refurbished program, nor do they offer refurbished gear directly on their Global Price List.

Secondary Market Policy

The secondary market policy for previously owned Palo Alto Networks devices provides you with the necessary steps required to ensure that the secondary market device can be supported and used. If you are considering the purchase of previously owned Palo Alto Networks equipment on the secondary market, please review the requirements below prior to the secondary market purchase to determine if it will meet the requirements in this policy.

Policy Requirements

Any licenses or subscriptions that come with the device are not transferrable to you and are considered expired by Palo Alto Networks. Palo Alto Networks will have no obligation to provide any support or services under any previous licenses or subscriptions that come with the purchased device.

Before hardware devices that are purchased on the secondary market may be licensed for use, including the activation of support and subscriptions, the following requirements must be met:

- Devices may not be lost or stolen. If the device is determined to be lost or stolen, then it will NOT be re-certified and will be requested to be returned to Palo Alto Networks. Palo Alto Networks may pay for shipment of the device, but will not pay for the device itself.

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- Devices that are currently end-of-sale cannot be re-certified. For our current end-of-life policy and listing of products, please see our End-of-Life Announcements.
- Upon receipt of a purchased device on the secondary market, you must place two orders through a Palo Alto Networks authorized local reseller. The first order must be for a non-refundable certification fee and the second for a one time activation fee and the purchase of a one year support subscription (you may purchase a longer support subscription if desired but the purchase it at minimum a one year subscription). The purchase of other subscriptions or services are optional.
- After the two orders have been placed, Palo Alto Networks will send instructions on the verification process that will be used to determine if the device is in good working condition. The verification process will involve verification tests to validate hardware is in good operating condition, the generation and uploading of a technical support file to our support portal, and may require an internet connection to allow a Palo Alto Networks engineer to test the device remotely.
- If the device is determined to NOT be in good working condition, the re-certification fee will not be refunded, and the second order will be cancelled.

Once all of the above steps are met, the remainder of your order will be processed and your Palo Alto Networks device will be ready to use.

Please visit https://www.paloaltonetworks.com/services/support/support-policies/secondary-market-policy.

Arista Networks

Arista does not sell or support used or refurbished equipment.

Fortinet

Fortinet does not sell or support used or refurbished equipment

F. What are the costs of any maintenance or extended support options?

ANM Response:

Support costs vary by OEM, SKU, level of service, and length of contract.

G. What is your return rate or RMA (Return Merchandise Authorization) history?

ANM Response:

ANM supplies refurbished equipment exclusively through OEM-authorized programs—specifically:

- Cisco Refresh
- Dell Certified Refurbished
- HPE Renew

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- Juniper Certified Pre-Owned (CPO)

These programs are governed by each manufacturer's ISO-certified remanufacturing processes and carry the same warranty coverage as new equipment. Return Merchandise Authorization (RMA) rates for these programs are consistently low and comparable to new product return rates.

Based on manufacturer data, published materials, and ANM's direct experience as a high-volume reseller and integrator of refurbished equipment, the typical RMA rates are as follows:

OEM	Refurbished Program	Typical RMA/Return Rate History
Cisco	Cisco Refresh	Less than 1% to approximately 2%
Dell	Dell Certified Refurbished	Approximately 1% to 3% (varies by product category)
HPE/Aruba	HPE Renew	Less than 1% to approximately 2%
Juniper	Juniper Certified Pre-Owned	Approximately 1% to 2%

These RMA rates reflect exceptionally low defect and failure rates, in alignment with OEM new product quality standards. Equipment is fully tested, recertified, and warranted by the original manufacturer.

ANM maintains robust internal processes to manage the RMA lifecycle, ensuring:

- Prompt issue resolution for any product defects or failures under warranty.
- No additional cost to the customer for warranty-based returns.
- Full traceability and reporting on RMA trends and root causes.

H. Detail any value-added services and programs that may complement the comprehensive used/refurbished networking equipment offering. Such offerings may include (but are not necessarily limited to):

1. Online ordering capabilities, including (but not necessarily limited to):

a. eCommerce platform capabilities

ANM Response:

ANM does not have an eCommerce portal. Our clients work directly with the Sales team to generate quotes. This ensures quotes are accurate, and enables ANM to consult our clients based on equipment availability, pricing, etc.

b. Availability of mobile websites and/or mobile apps

ANM Response:

ANM does not have an eCommerce portal.

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c. Online order tracking and order history

ANM Response:

ANM does not have an eCommerce portal. The ANM sales team provides tracking via weekly reports or on an ad-hoc basis.

d. Availability of contract pricing through the proposed online system

ANM Response:

ANM does not have an eCommerce portal.

e. Ability to accept pCards, etc.

ANM Response:

Yes. There is a 3% surcharge to use pCards. ANM will send a payment link to pay for the purchase.

f. Ability to manage and restrict access to the proposed online system

ANM Response:

ANM does not have an eCommerce portal.

g. Ability to view product data, such as technical information, illustrations, Material Safety Data Sheets (MSDS)

ANM Response:

ANM does not have an eCommerce portal.

h. Ability to save "favorite" products or curate personal lists

ANM Response:

ANM does not have an eCommerce portal.

i. Detail of security protocols to ensure customer data is safe, such as data storage and data transfer techniques

ANM Response:

ANM does not have an eCommerce portal.

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2. Software punchout interface capabilities

ANM Response:

Not applicable as ANM does not have an eCommerce portal.

3. Small business partnership programs, such as local fulfillment and/or service partners

ANM Response:

ANM does not currently have a formal supplier diversity program in place; however, we actively cultivate strategic partnerships with minority-owned, women-owned, service-disabled veteran-owned, and other diverse businesses. We seek to engage partners across the following categories: MBE (Minority Business Enterprise), WBE (Women Business Enterprise), DIS (Disabled), VBE (Veteran Business Enterprise), and LGBTQ-owned businesses, to support and fulfill customer diversity requirements.

For any new partners identified, ANM will apply its established vendor qualification process to ensure that all engaged strategic partners deliver the highest quality solutions for our clients.

ANM continues to strengthen its focus on identifying and partnering with diverse suppliers through the following ongoing efforts:

- **Canvassing:** Proactively engaging both existing and new vendors to identify diversity classifications and communicate ANM's Code of Conduct.
- **Tracking:** Maintaining an up-to-date record of vendors that have self-identified as diverse.
- **Gathering:** Collecting and verifying diversity certifications and tracking total spend with diverse vendors.
- **Assembling:** Developing capabilities to report on indirect diverse vendors and associated spend.

In addition, ANM is actively expanding its network of diverse distributors to further enhance our diversity spend and ensure inclusive sourcing practices.

4. Training & Education

ANM Response:

ANM is committed to ensuring that participating agencies not only receive best-in-class technology solutions, but also the knowledge, training, and resources needed to fully utilize and support those solutions. To that end, ANM provides a robust portfolio of training and education services, in partnership with our OEMs, including:

ANM-Delivered Training and Enablement

- **End-user training**: Customized sessions to help agency staff adopt and effectively use new collaboration tools, security features, and modern workplace technologies.

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- **Administrator and IT staff training**: Deep-dive technical training to ensure agency IT teams can manage and maintain new infrastructure and security solutions.
- **Workshops**: Focused training engagements on emerging technologies such as Zero Trust Security, AI-based Contact Centers, Cloud Networking, and Cyber Resilience.
- **Knowledge transfer**: Hands-on sessions as part of project delivery, ensuring internal teams are empowered to operate and optimize the environment post-deployment.

OEM Partner Training and Certification Resources

As an authorized and highly certified partner of Cisco, Dell, HPE/Aruba, Juniper, Palo Alto Networks, Arista, Fortinet, and others, ANM provides access to:

- **OEM-led training courses**: Instructor-led and self-paced courses through OEM training programs (such as Cisco Digital Learning, HPE Education Services, Dell Technologies Education Services, Juniper Networks Education Services).
- **Certification programs**: Opportunities for agency staff to pursue official OEM certifications (CCNA, CCNP, CCIE, Dell Certified Professional, HPE ASE/ATP, Juniper JNCIA/JNCIS/JNCIP, etc.).
- **OEM-hosted workshops and bootcamps**: Participation in OEM-sponsored training events and technical workshops.
- **Partner-funded training opportunities**: In some cases, ANM can secure partner-funded or discounted training opportunities for public sector customers via OEM incentives and adoption programs.

Ongoing Education and Support

- **Quarterly technology briefings**: ANM offers regular briefings and webinars on technology trends, best practices, and OEM roadmap updates to keep public agencies informed.
- **Customer success programs**: ANM's lifecycle and adoption services include tailored education programs to help customers continuously optimize their technology investments.
- **On-demand learning**: Access to curated on-demand content and learning resources through OEM learning portals.

5. Consulting services

ANM Response:

ANM offers a comprehensive portfolio of consulting services designed to help public agencies and enterprise customers plan, design, implement, secure, and optimize their technology environments. Our consulting services are delivered by a team of highly certified engineers, architects, project managers, and security experts, and are backed by deep partnerships with leading OEMs such as Cisco, Dell, HPE/Aruba, Juniper, Palo Alto Networks, Microsoft, VMware, and many others.

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Key Consulting Service Areas

Service Area	Description
Strategic IT Consulting	- IT strategy and roadmap development. - Cloud adoption and hybrid cloud strategy. - Modern workplace and collaboration strategy. - Security architecture planning and Zero Trust models.
Network and Infrastructure Consulting	- Data center and core network architecture. - SD-WAN and SASE strategy and deployment. - Wireless network optimization. - Network segmentation and hardening.
Cybersecurity Consulting	- Security risk assessments and gap analysis. - Compliance consulting (NIST, CJIS, HIPAA, PCI, CMMC, FERPA, etc.). - Incident response planning and tabletop exercises. - Security architecture design and implementation. - Managed Detection & Response (MDR) advisory services.
Cloud and Data Center Consulting	- Private cloud and VMware Cloud Foundation (VCF). - Multi-cloud architecture and governance. - Backup, disaster recovery, and business continuity planning. - Storage and data lifecycle optimization.
Collaboration and Unified Communications Consulting	- Contact center consulting and AI-driven customer experience. - Unified communications architecture (Cisco Webex, Microsoft Teams, Zoom). - Cloud voice and telephony migration planning.
Lifecycle Services and IT Modernization	- Asset lifecycle strategy and refresh planning. - Technical advisory on OEM programs. - Sustainability consulting (green IT practices and circular economy).
Project Management and Delivery	- PMP-certified project management. - Turnkey deployment oversight. - Vendor coordination and multi-OEM project integration. - Post-implementation optimization and success measurement.

Consulting Engagement Models

- Project-based consulting (fixed scope and deliverables).
- Advisory services on retainer (virtual CxO, fractional architecture support).
- Workshops and assessments (short-term engagements for specific outcomes).
- Integrated consulting with deployment and managed services.

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Differentiators

- Extensive public sector consulting experience, including K-12, higher education, state and local government, healthcare, and public safety.
- Deep technical expertise with multi-vendor environments.
- Strong focus on security, compliance, and risk management.
- Proven ability to drive cross-domain technology integration and deliver measurable outcomes.

6. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc.

ANM Response:

ANM actively supports and promotes the green and sustainability programs of our OEM partners — including Cisco, Dell Technologies, HPE/Aruba, and Juniper Networks — and integrates these programs into our sales, delivery, and service practices. We also maintain internal corporate policies and practices aligned to environmental stewardship and sustainable operations.

OEM	Green / Sustainable Programs and Certifications
Cisco	- Cisco Takeback and Reuse Program: Free global product return and responsible recycling of all Cisco-branded equipment. - Cisco Refresh: Remanufactured equipment program reduces e-waste and supports circular economy. - Net Zero 2040 goal: Cisco aims to reach net-zero GHG emissions across its value chain by 2040. - ISO 14001 Environmental Management certification across Cisco global manufacturing operations.
Dell Technologies	- Dell Asset Recovery Services (ARS): Comprehensive recycling, refurbishment, and secure disposal of end-of-life IT assets. - Dell Certified Refurbished: Remanufactured equipment reduces resource consumption. - Product takeback offered in over 80 countries. - Dell packaging: 100% recycled or renewable materials goal by 2030. - Dell's corporate goal: Net Zero greenhouse gas emissions by 2050. - Recognized leader in circular economy initiatives.
HPE / Aruba	- HPE Asset Upcycling Services: Provides responsible recycling and reuse of IT assets. - HPE Renew: Remanufactured equipment contributes to sustainability targets. - HPE has committed to Net Zero across its entire value chain by 2040. - HPE Circular Economy Report quantifies environmental impact reductions. - Aruba Green AP Program optimizes power consumption on wireless access points.

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OEM	Green / Sustainable Programs and Certifications
	- HPE manufacturing sites certified to ISO 14001 Environmental Management standard.
Juniper Networks	- Juniper Asset Recovery Program: Enables takeback and responsible recycling of Juniper equipment. - Juniper Certified Pre-Owned: Supports reduction of e-waste. - ISO 14001 certified environmental management system. - Committed to Net Zero operational GHG emissions by 2025 and Net Zero across full value chain by 2040. - Eco-friendly packaging initiatives and supply chain transparency. - Member of Responsible Business Alliance (RBA) promoting ethical and sustainable practices.

ANM Internal Sustainability Practices

In addition to promoting OEM sustainability programs, ANM maintains corporate-level green policies:

- Active participation in OEM takeback and recycling programs during project delivery.
- Internal e-waste recycling and responsible asset disposition practices.
- Use of energy-efficient facilities and green-certified supply chain partners where possible.
- Employee education and awareness initiatives promoting sustainability.
- Participation in customer-driven sustainability efforts and compliance with customer sustainability reporting requirements.

7. Installation services

ANM Response:

ANM offers a comprehensive portfolio of installation services to support the successful deployment of networking, security, collaboration, data center, cloud, and end-user technologies for public sector agencies across the United States.

Our installation services are designed to ensure that equipment and solutions provided under this contract are:

- Installed correctly
- Configured to best practices
- Integrated with the customer's existing environment
- Tested and validated to meet project and operational requirements

Scope of Installation Services

Service Category	Capabilities
Networking Infrastructure	- Installation of wired and wireless network equipment (switches, routers, firewalls, wireless access points).

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Service Category	Capabilities
	- Network cabling and physical layer services. - Network segmentation, policy configuration, and optimization.
Data Center and Compute	- Installation and configuration of servers, storage, and hyperconverged infrastructure. - Racking, stacking, cabling, and power validation. - Virtualization platform installation (VMware, Nutanix, Hyper-V).
Collaboration and Unified Communications	- Installation of voice gateways, IP telephony systems, and video conferencing solutions. - Deployment of contact center platforms (Cisco Webex Contact Center, Cisco UCCX, others). - User device rollout (phones, headsets, video endpoints).
Security Solutions	- Firewall, IPS/IDS, and edge security device installation. - Secure wireless deployments. - Identity and access management solution installation. - Endpoint security solution rollout (EDR, XDR, antivirus).
Cloud and Hybrid IT	- Cloud gateway and SD-WAN appliance installation. - Cloud networking and hybrid cloud integration. - Secure cloud access solution deployment.
End-User Devices	- Workstation, laptop, and peripheral device installation. - Imaging, configuration, and staging services. - Onsite deployment support for major rollouts.

Delivery Model

- Services are delivered by ANM's own engineering teams located in key regions nationally, supplemented by a trusted network of certified subcontractors to ensure full U.S. coverage.
- All subcontractors are pre-qualified by ANM and work under ANM's direct oversight and project management.
- ANM provides PMP-certified project management to coordinate complex, multi-site installations.

Quality Assurance

- ANM follows rigorous installation checklists and quality control processes for all installation projects.
- All installations include post-installation testing, documentation, and knowledge transfer to customer IT staff.
- ANM provides warranty support and post-installation issue resolution as part of our standard services.

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8. Repair/maintenance services

ANM Response:

ANM offers a full range of repair and maintenance services to help public agencies maximize the availability, reliability, and lifecycle value of their technology investments. Our services cover both hardware and software solutions and are delivered through a combination of ANM engineering resources, OEM-authorized support programs, and strategic service partners.

Scope of Repair and Maintenance Services

Service Category	Capabilities
OEM Warranty Support	- Facilitate and manage warranty-based repairs and replacements. - Coordinate Return Merchandise Authorization (RMA) processes with OEMs. - Ensure full entitlement to OEM maintenance programs (Cisco SmartNet, HPE Foundation Care, Dell ProSupport, Juniper Care, etc.).
Preventive Maintenance	- Perform regular system health checks and performance tuning. - Apply firmware and software updates to maintain security and stability. - Document and address potential risks before they cause service disruption.
Break/Fix Repair Services	- Diagnose and resolve hardware and software faults. - Perform onsite or depot repair services where applicable. - Provide temporary replacement equipment if required and available.
Advanced Hardware Replacement	- Manage and coordinate advance replacement services through OEM maintenance programs. - Support Next-Business-Day (NBD) and 4-hour replacement SLAs where contracted.
Software Maintenance	- Assist with software patching, upgrades, and bug fixes. - Provide guidance on software support policies and end-of-life planning. - Facilitate OEM escalation and technical support case management.
Lifecycle Maintenance and Optimization	- Conduct technology lifecycle assessments. - Provide refresh planning and technology upgrade recommendations. - Assist with decommissioning, recycling, and responsible disposition of retired equipment.

Delivery Model

- Repair and maintenance services are delivered through a combination of:
  - ANM's own field and remote engineering teams.
  - OEM-authorized maintenance programs (SmartNet, ProSupport, Foundation Care, Juniper Care, etc.).
  - Pre-qualified service partners for national coverage and extended hours support.

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- ANM provides centralized coordination and escalation management to ensure smooth service delivery and accountability.

Service Management

- ANM provides service-level reporting and incident tracking to ensure transparency and continuous improvement.
- Customers have access to:
  - ANM's Customer Support Center.
  - 24x7 support availability for critical systems, where contracted.
  - Dedicated account management and escalation path for service issues.

9. Customer support services

ANM Response:

ANM is committed to delivering responsive, high-quality customer support services to all participating agencies under this contract. We take a customer-first approach to support, ensuring that agencies receive the assistance they need to successfully operate, maintain, and evolve their technology environments.

Scope of Customer Support Services

Support Area	Capabilities
Pre-Sales Support	- Solution architecture and design assistance. - Product selection and configuration support. - Pricing and contract navigation support.
Order Management Support	- Order status updates and tracking. - Punchout and eProcurement integration assistance. - Invoicing support and dispute resolution. - Coordination of delivery logistics and scheduling.
Technical Support	- Tier 1 and Tier 2 technical support provided by ANM's certified engineering team. - Escalation management and case coordination with OEMs. - Post-installation support and troubleshooting. - Assistance with firmware/software updates and configuration changes.
Warranty and Maintenance Support	- Facilitate RMA (Return Merchandise Authorization) processes. - Manage OEM warranty claims and hardware replacement. - Support activation of OEM maintenance contracts (SmartNet, Foundation Care, ProSupport, Juniper Care, etc.).
Account Management	- Dedicated ANM Account Manager assigned to each public agency customer. - Regular business reviews and customer success check-ins. - Single point of contact for escalations and special requests.

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Support Area	Capabilities
Customer Success and Lifecycle Services	- Proactive engagement to help customers maximize the value of their technology investments. - Training and enablement services. - Lifecycle planning and technology roadmap development. - Access to ANM-led technology briefings and workshops.

Service Delivery Model

- ANM's Customer Support Center is staffed by experienced support professionals and is available through:
  - Phone
  - Email
  - Web-based support portal
- Support is provided during standard business hours and 24x7 for contracted critical systems.
- ANM uses ticketing and incident management systems to track and report on support requests and performance metrics.

Escalation Process

- ANM maintains a structured escalation process to ensure that issues are resolved in a timely manner.
- Escalation path:
  1. Assigned Account Manager / Customer Support Team.
  2. ANM Director of Managed Services.
  3. ANM Vice President of Service Delivery / Executive Leadership.
- ANM conducts root cause analysis and continuous improvement reviews for any escalated or recurring issues.

10. Rebate/incentive programs

ANM Response:

ANM actively works with our OEM partners and authorized distribution channels to deliver maximum value to participating agencies through a variety of rebate and incentive programs. We leverage our high-tier partner status with OEMs (including Cisco, Dell, HPE/Aruba, Juniper, Palo Alto Networks, and others) to identify and pass through eligible incentives to public sector customers.

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Program Administration and Transparency

- ANM works closely with our OEM and distributor partners to ensure that all rebates and incentives are fully compliant with public sector purchasing guidelines and cooperative contract terms.
- We maintain full transparency with customers regarding:
  - Eligibility for rebates and incentives.
  - How those incentives will be reflected on quotes or invoices.
  - Any reporting required to validate participation in such programs.

11. Other services Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program.

ANM Response:

ANM's professional services are designed to address the diverse needs of modern organizations, delivering tailored solutions that align with both business and technical objectives. Below is an expanded overview of our key service offerings:

Assessments + Workshops

ANM Insights are a collection of validated assessments and collaborative workshops designed to help clients better understand their IT environments, identify and prioritize gaps, and address critical architectural decisions. These engagements provide clients with valuable insights to move beyond persistent IT challenges and shift their focus toward driving innovation and achieving strategic goals.

Assessments

- Cisco UCS Health Check
- VMware Health Check
- Cisco Identity Services Engine
- Network Infrastructure
- Palo Alto
- Email Threat Assessment

Workshops

- Microsegmentation
- Cybersecurity Framework
- Cyber-Resilient Architecture
- Zero Trust Architecture (ZTA)

Design and Architecture

Our team collaborates with stakeholders to develop custom solutions that align with your unique business requirements and technical specifications. Through detailed architecture workshops and planning sessions, we create scalable, forward-thinking designs that optimize performance, enhance security, and support future growth. Our designs emphasize efficiency, reliability, and integration with existing systems.

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Implementation and Deployment

ANM delivers seamless installation and configuration of hardware and software solutions, ensuring they are deployed effectively within your operational framework. We manage every aspect of the deployment process, minimizing disruption to your business activities while integrating new technologies into your workflows. Our focus is on providing a smooth transition from planning to operational readiness.

Testing and Validation

We prioritize rigorous testing and validation processes to verify that all solutions meet critical performance, security, and operational benchmarks. By simulating real-world scenarios, we identify and address potential issues before deployment, reducing risk and enhancing system reliability. Comprehensive validation reports and documentation are provided to support ongoing maintenance and compliance efforts.

End-User Adoption and Training

ANM recognizes the importance of empowering your workforce to fully utilize new technologies. We deliver in-depth training programs tailored to the needs of your end-users and IT staff. These programs include hands-on workshops, user guides, and continuous learning resources designed to drive engagement, improve productivity, and foster long-term utilization of implemented solutions.

Optimization and Managed Services

Our services don't end at deployment. ANM provides ongoing support and optimization to maintain the performance and reliability of your systems. Through proactive monitoring, routine fine-tuning, and managed services, we help your IT environment adapt to evolving business needs. Our 24/7 support teams act as an extension of your IT department, delivering timely assistance and continuous performance improvements.

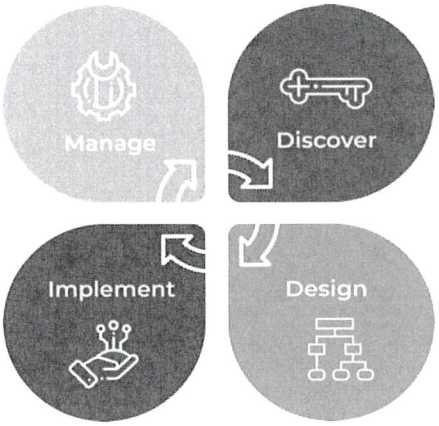
Application Development

For organizations with unique operational needs, ANM offers custom application development services. We work closely with your team to design and deliver applications that address specific business challenges. Our expertise spans a range of technologies, ensuring your applications integrate seamlessly with existing systems while delivering the functionality required to achieve your objectives.

By offering this comprehensive range of professional services, ANM equips organizations with the tools, expertise, and support necessary to optimize their IT investments and drive long-term success.

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Proven Service Delivery Methodology



ANM's approach to delivering value and efficiency for every project is built on a structured, proven methodology designed to address each phase of the technology lifecycle. The process begins with **Discovery**, where our team conducts in-depth assessments across critical IT domains such as wireless, wired access, data center, WAN, and collaboration systems, identifying gaps and opportunities for improvement.

From there, we move to **Planning and Design**, working closely with stakeholders through architecture workshops to create tailored solutions aligned with your business goals and technical requirements. Once the plan is finalized, we transition to **Implementation**, deploying validated solutions with minimal disruption to your operations while optimizing performance and scalability to meet desired objectives.

To promote reliability, we conduct rigorous **Testing and Documentation**, delivering detailed validation and comprehensive reference materials to support compliance and long-term maintenance. Our commitment extends further with **Management**, offering 24/7 managed services to maintain system stability and scalability over time.

Throughout the process, **Project Management** remains central to our approach, utilizing industry-standard practices to complete projects on time, within scope, and at the highest quality levels. Finally, ANM provides ongoing **Operational Support**, acting as an extension of your IT team with live-answer support to maintain infrastructure reliability and provide peace of mind.

This comprehensive methodology enables ANM to deliver solutions that drive measurable results, sustain performance, and adapt to the evolving needs of your business.

What Sets Us Apart

ANM stands out as a leader in the IT industry, recognized for its unwavering commitment to excellence, client satisfaction, and delivering measurable results. At the core of our success is a team of experienced project managers who apply proven methodologies to every engagement, enabling seamless execution and consistently high-quality outcomes.

Our local presence allows us to gain a deeper understanding of your unique needs and challenges, fostering stronger partnerships and delivering more effective solutions. We prioritize consistent staffing across projects, which builds trust and enhances efficiency by maintaining continuity throughout every phase of the engagement.

With a strong focus on risk mitigation, we proactively manage scope and budget creep to keep projects on track and aligned with your goals. Additionally, our dedication to customer satisfaction is reflected in regular feedback and monitoring, which helps us deliver the highest level of service and exceed client expectations.

By partnering with ANM, you gain access to a team of experts dedicated to transforming your technology environment and helping you achieve your strategic objectives. With a comprehensive

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suite of services, advanced expertise, and a steadfast commitment to customer success, ANM delivers IT solutions that provide measurable results and long-term value.

I. Delivery and Logistics

1. What is the expected lead time for delivery?

ANM Response:

Lead times vary by OEM and SKU. At the time a quote is created, or purchase order is generated, ANM will work with the OEM(s) for lead times.

2. Do you offer logistics tracking, insurance, and secure packaging?

ANM Response:

Yes. ANM offers comprehensive logistics tracking, insurance, and secure packaging as part of our standard delivery process for all equipment shipped under this contract.

- ANM provides full order and shipment tracking through our internal systems and through our OEM-authorized distribution partners. Tracking numbers and shipment status updates are made available to customers upon order fulfillment, allowing for end-to-end visibility from warehouse to final delivery location.
- All shipments are fully insured while in transit, protecting against loss or damage. Insurance coverage is provided through ANM's logistics partners or through our OEM-authorized distribution channels, ensuring that customers are protected throughout the delivery process.
- ANM ensures that all products are shipped in OEM-certified packaging or equivalent secure, protective packaging appropriate for the equipment type:
    - New equipment is shipped in original manufacturer-sealed packaging.
    - Certified refurbished equipment (Cisco Refresh, HPE Renew, Dell Certified Refurbished, Juniper Certified Pre-Owned) is shipped in OEM-certified packaging designed for safe transport.
    - When applicable, ANM also offers custom secure packaging solutions for complex, high-value, or sensitive shipments.
    - All packaging is designed to prevent damage and to meet industry standards for secure transport.

3. Are products shipped from inventory or sourced post-order?

ANM Response:

All refurbished products are sourced post-order.

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J. Product Details and Condition

1. What Cisco models and part numbers are you offering?

ANM Response:

The availability of Cisco Certified Refurbished equipment is dynamic, and not all Cisco SKUs are offered in refurbished form. ANM will work with Cisco and the City to identify whether a refurbished SKU is available and confirm current inventory status. Please note that orders for refurbished SKUs are not guaranteed until Cisco has formally accepted and fulfilled the order.

2. Are all units fully functional, tested, and refurbished to OEM standards?

ANM Response:

Yes. All refurbished units supplied by ANM are sourced exclusively through OEM-authorized certified refurbishment programs, including:

- Cisco Refresh
- Dell Certified Refurbished
- HPE Renew
- Juniper Certified Pre-Owned

Products from these programs are:

- Fully functional and refurbished to OEM standards.
- Tested, inspected, and certified through ISO-certified processes as required by each OEM program.
- Restored to full operational condition using genuine OEM parts where needed.
- Pre-loaded with current OEM firmware and software applicable to the product.
- Supplied with OEM warranty coverage equivalent to new equipment, ensuring full supportability.

Additionally:

- All units undergo comprehensive functional testing and quality assurance before being released to ANM for resale.
- All products are eligible for OEM service contracts (e.g., Cisco Smart Net, HPE support, Dell ProSupport, Juniper support) and integrate seamlessly into customer environments alongside new OEM equipment.

By using only OEM-authorized refurbished programs, ANM ensures that all units provided are:

- Fully functional
- Tested and certified to OEM standards
- Supported by full OEM warranty and service eligibility

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3. What is the age and usage history of the equipment?

ANM Response:

The age and usage history of refurbished equipment supplied through ANM varies depending on OEM program guidelines and available inventory. However, all refurbished equipment is processed through OEM-authorized refurbishment programs, ensuring that units meet current OEM quality standards regardless of prior usage.

OEM	Age and Usage History of Refurbished Equipment
Cisco	Cisco Refresh equipment is typically sourced from excess inventory, customer returns, canceled orders, or trade-in equipment. Equipment selected for Refresh is generally within a few years of original manufacture and is refurbished to Cisco's current product specifications. All prior usage history is reset through Cisco's ISO-certified remanufacturing process; equipment is fully tested, and only units meeting current functional and quality standards are sold.
Dell	Dell Certified Refurbished equipment is sourced from customer returns, lease returns, or overstock. Equipment is typically less than 3 years old, though this can vary by product category. All equipment undergoes complete functional testing, component replacement if needed, and certification to Dell's quality standards before resale. Usage history is cleared during the refurbishing process.
HPE / Aruba	HPE Renew equipment is sourced from demo units, factory excess, customer returns, or trade-ins. Typical age is less than 3 years, and products are refurbished to "as new" condition according to HPE's manufacturing standards. Usage history is not provided to the end customer, as all equipment is fully reset, tested, and warranted as equivalent to new.
Juniper	Juniper Certified Pre-Owned (CPO) equipment is sourced from trade-ins, demo units, and Juniper inventory. Units are typically recent-generation platforms — generally less than 3–5 years old — and fully refurbished to current Juniper quality standards. Usage history is cleared; equipment is restored to full operational status with Juniper warranty and support eligibility.

While the exact prior usage history of individual units is not disclosed to end customers under these programs, all equipment provided by ANM through Cisco Refresh, Dell Certified Refurbished, HPE Renew, and Juniper CPO:

- Is carefully selected and screened by the OEM.
- Undergoes comprehensive functional testing and, where needed, component replacement.
- Is restored to OEM standards and eligible for full OEM warranty and support.
- Is suitable for deployment in enterprise and public sector environments alongside new equipment.

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4. Do you guarantee authenticity and non-counterfeit equipment?

ANM Response:

Yes. All equipment supplied by ANM through Cisco, Dell, HPE/Aruba, and Juniper authorized programs is guaranteed authentic and non-counterfeit.

ANM sources all products exclusively through OEM-authorized distribution channels and OEM-certified refurbishment programs, which ensures that only genuine OEM equipment is provided to customers.

OEM	Authenticity and Anti-Counterfeit Measures
Cisco	All products, including Cisco Refresh, are guaranteed genuine Cisco equipment, tracked by Cisco-verified serial numbers. Cisco maintains a strict anti-counterfeit policy, and all products are covered by Cisco's standard warranty and support eligibility, which is only available on authentic equipment. Cisco also operates a dedicated Brand Protection organization to combat counterfeit products.
Dell	Dell Certified Refurbished and new Dell products are guaranteed authentic and non-counterfeit, sourced directly through Dell and Dell-authorized distribution. All equipment carries Dell warranty coverage, which is only provided on genuine Dell equipment with verified serial numbers.
HPE / Aruba	HPE Renew and new HPE/Aruba equipment is guaranteed authentic HPE product. All equipment is serialized and tracked through HPE systems, and warranty coverage is only extended to verified, genuine HPE equipment. HPE has an active anti-counterfeit program and requires partners to comply with strict sourcing policies.
Juniper	Juniper Certified Pre-Owned (CPO) and new Juniper equipment is guaranteed authentic Juniper product. All CPO equipment is fully re-certified by Juniper, serialized, and supported by Juniper's warranty and service programs — which only apply to genuine Juniper hardware. Juniper maintains a robust anti-counterfeit enforcement program.

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K. Maintenance

1. Are maintenance or extended support options available?

ANM Response:

Yes. Maintenance and extended support options are available for all refurbished equipment supplied by ANM through OEM-authorized programs, including Cisco Refresh, Dell Certified Refurbished, HPE Renew, and Juniper Certified Pre-Owned (CPO).

OEM	Maintenance and Extended Support Options for Refurbished Equipment
Cisco	Cisco Refresh equipment is eligible for the same Smart Net Total Care (SmartNet) maintenance and support options as new Cisco equipment, including: - 24x7 TAC support - Advanced hardware replacement - Software updates and upgrades - Extended service terms available.
Dell	Dell Certified Refurbished products are eligible for Dell ProSupport and Dell ProSupport Plus maintenance services, with options for: - 24x7 support - Next Business Day (NBD) or Mission Critical response - Extended service terms up to 5 years (varies by product).
HPE / Aruba	HPE Renew products are eligible for HPE Foundation Care and HPE Proactive Care maintenance services, with options for: - 24x7 support - Next Business Day or 4-hour response times - Software updates and patches - Extended service terms available, matching new equipment coverage.
Juniper	Juniper Certified Pre-Owned equipment is eligible for Juniper Care maintenance and support services, including: - 24x7 JTAC (Juniper Technical Assistance Center) support - Advanced hardware replacement - Software updates - Extended service terms (typically 1-5 years, depending on product and program).

Support costs vary by OEM, SKU, level of service, and length of contract.

L. Warranty

1. What warranty terms are provided (duration, coverage)?

ANM Response:

In all four programs — Cisco Refresh, Dell Certified Refurbished, HPE Renew, and Juniper Certified Pre-Owned — refurbished products are fully warranted by the OEM, with warranty terms that are equivalent or comparable to new product warranties. Additionally, all four programs allow purchase of extended maintenance and support contracts, ensuring long-term supportability.

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OEM	Refurbished Program	Warranty Terms
Cisco	Cisco Refresh	Cisco Refresh products carry the same warranty as new Cisco equipment: - Typically 1 year limited hardware warranty (extendable through Smart Net Total Care (SmartNet) support contracts). - Eligibility for SmartNet and Cisco software support. - Full TAC (Technical Assistance Center) support. - Advance hardware replacement available through service contract.
Dell	Dell Certified Refurbished	Dell Certified Refurbished products typically come with: - 1 year limited hardware warranty, standard. - Option to extend coverage via Dell ProSupport or ProSupport Plus (up to 3–5 years, depending on product category). - Full eligibility for Dell technical support and service contracts. - Same warranty terms as equivalent new Dell product.
HPE / Aruba	HPE Renew	HPE Renew products carry the same warranty as new HPE/Aruba equipment: - Typically 1 year limited warranty, or original full warranty if product is current-generation. - Eligibility for full HPE Foundation Care or Proactive Care support. - Access to firmware and software updates. - Warranty starts at time of customer purchase through authorized channel.
Juniper	Juniper Certified Pre-Owned (CPO)	Juniper CPO equipment is provided with: - Typically 1 year Juniper Limited Hardware Warranty. - Eligibility for full Juniper Care support contracts (which can be purchased to extend support beyond base warranty). - Software updates and access to Juniper Technical Assistance Center (JTAC). - Warranty terms aligned with Juniper standard new product warranty where applicable.

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2. Do you offer advance replacement or next-business- day swap service?

ANM Response:

Yes. All four OEMs — Cisco, Dell, HPE/Aruba, and Juniper — offer advance replacement and/or next-business-day (NBD) swap services for refurbished equipment through their standard maintenance programs, equivalent to what is available for new equipment.

OEM	Advance Replacement / NBD Swap Service for Refurbished Equipment
Cisco	Yes. Cisco Refresh equipment is eligible for Smart Net Total Care (SmartNet) support, which includes: - Advance hardware replacement. - Option for Next-Business-Day, 4-hour, or other premium replacement SLAs. - Service parity with new equipment.
Dell	Yes. Dell Certified Refurbished products are eligible for Dell ProSupport and ProSupport Plus, which include: - Next-Business-Day onsite service (for eligible products). - Advance exchange options for client and peripheral devices. - Service levels equivalent to new product support.
HPE / Aruba	Yes. HPE Renew products are eligible for HPE Foundation Care and HPE Proactive Care, which include: - Next-Business-Day hardware support. - Options for 4-hour onsite hardware support. - Full advance replacement eligibility per contract terms.
Juniper	Yes. Juniper Certified Pre-Owned (CPO) equipment is eligible for Juniper Care support services, which include: - Advance hardware replacement. - Options for Next-Business-Day, Same-Day, or 4-hour replacement depending on service level selected. - Equivalent service availability as for new products.

M. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to:

1. Market the agreement to public agencies nationally
2. Educate your firm's sales staff about the cooperative purchasing program
3. Connect your sellers with the Axia team to pursue joint selling efforts
4. Connect with customer decision makers
5. Track sales and report back to Axia Cooperative

ANM Response:

As a current Axia Cooperative contract holder, ANM is committed to actively leveraging the Axia Cooperative purchasing program to promote the resulting contract among public agencies nationwide. We view this contract as a strategic vehicle to help agencies streamline procurement,

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maximize value, and access best-in-class technology solutions through a compliant and competitively solicited contract.

1. ANM will incorporate the Axia Cooperative contract into our public sector strategies.
2. ANM will conduct a formal internal training session for our sales teams to ensure a full understanding of the Axia Cooperative Contract and clear guidance on how to position and utilize the contract.
3. ANM is committed to collaborating with the Axia Cooperative team.
4. ANM has established relationships with key public agency decision makers including CIOs, procurement officials, and department heads.
5. ANM will utilize Salesforce to track all opportunities, quotes, and orders placed through the Axia Cooperative contract. We will provide regular sales reporting to Axia Cooperative in the requested format and cadence.

N. What specific steps will your company take to train and equip their account managers to sell the program on a national basis?

ANM Response:

- ANM will conduct formal training that includes:
  - Program overview and key benefits to public agencies.
  - Eligible buyers and procurement process through the Axia Cooperative.
  - Contract scope, terms, and pricing structure.
- ANM will integrate Axia Cooperative tracking and management into Salesforce that includes:
  - Opportunity tagging for accurate reporting.
  - Contract terms and negotiated pricing.
- ANM will assign sales leadership and our public sector contracts director work directly with Account Managers on opportunities.

O. Will you establish national sales goals for public agency adoption of the cooperative agreement?

ANM Response:

ANM's sales teams have established sales goals that include driving adoption of cooperative agreements such as the Axia Cooperative contract.

Our account teams are committed to working closely with public sector customers across the country to help them identify and acquire the best technology solutions that meet their individual needs and requirements. In every engagement, ANM account managers will offer customers all available compliant purchase options, including this cooperative agreement, to ensure agencies

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can select the procurement path that delivers the greatest value, flexibility, and operational benefit.

ANM's contracts team will track performance against our public sector goals through structured sales management processes, leveraging Salesforce and regular sales reviews to drive accountability and results.

P. What tools will you utilize to track opportunities and hold sellers accountable?

ANM Response:

ANM utilizes a robust set of sales management, opportunity tracking, and performance accountability tools to manage our business under this contract and to ensure high levels of responsiveness, transparency, and seller accountability across our sales organization.

Primary Tools and Processes

Tool / Process	Purpose / Benefit
Salesforce CRM	ANM's primary platform for opportunity management, pipeline tracking, and customer engagement. • All opportunities, leads, quotes, and orders are tracked in Salesforce. • Enables real-time visibility for sales leadership and management. • Ensures consistent sales process adherence across the organization.
Quarterly Business Reviews (QBRs)	• ANM conducts formal Quarterly Business Reviews with sales teams and leadership. • Review of pipeline status, opportunity conversion, account coverage, and sales goals. • Identifies gaps and corrective actions where necessary.
Sales Leadership Oversight	• ANM Sales Directors and Sales Operations leaders conduct regular pipeline reviews and individual seller coaching. • Seller accountability is driven by clear performance targets, regular review cycles, and sales management tools.

ANM Accountability

- ANM sales teams will:
  - Maintain accurate opportunity data in Salesforce.
  - Update sales stages, forecast, and close dates in alignment with ANM sales process.
  - Participate in weekly sales team meetings and monthly management reviews.
- Sales leadership reviews performance at both the individual and team level on a consistent basis.
- ANM will specifically track public sector cooperative opportunities and participating agency activity to ensure contract performance is visible and well-managed.

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Q. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures.

ANM Response:

ANM is committed to delivering exceptional customer service and issue resolution for all participating agencies under this contract. We maintain a structured and transparent customer issue resolution process, designed to address and resolve problems quickly, accurately, and to the customer's satisfaction.

Common Issue Categories and Resolution Approach

Issue Type	Resolution Process
Invoicing Disputes	- Customers may submit invoicing concerns directly to their assigned ANM Account Manager or Customer Support Representative. - Disputes are logged in ANM's internal system for tracking. - The Billing Team reviews the disputed charge, validates order and billing records, and works with the customer to resolve the issue.
Receipt of Incorrect Items	- Customers should notify ANM Customer Support or their Account Manager immediately upon receipt of an incorrect item. - ANM will issue an RMA (Return Merchandise Authorization) and coordinate return shipping at no cost to the customer. - Correct replacement items will be expedited to the customer, subject to availability.
Receipt of Damaged Items	- Customers should notify ANM within 3 business days of receiving damaged items. - ANM will coordinate an RMA and replacement through the OEM-authorized distributor or OEM as required. - All replacement shipments are fully insured. - ANM works closely with the carrier to investigate the damage and mitigate future occurrences.
Warranty Claims / DOA (Dead on Arrival)	- ANM assists customers in processing DOA or warranty-related claims through the appropriate OEM warranty process (Cisco, Dell, HPE, Juniper). - ANM provides coordination and support to facilitate efficient resolution, including advance replacement where supported.
General Order Issues / Delays	- Customers are kept informed of order status and any delays through proactive communication from the ANM Account Manager. - If an issue arises, ANM works with the customer and OEM partners to provide options, such as alternate products or partial shipments, to meet critical needs.

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Customer Service Escalation Procedures

ANM follows a tiered escalation process to ensure customer concerns are addressed promptly and appropriately:

1. Issues are first handled by the customer's assigned Account Manager or Customer Support Team.
2. If an issue is not resolved to the customer's satisfaction at the first level, it is escalated to the ANM Operations Manager or Billing Manager, who will directly engage with the customer.
3. For high-impact or unresolved issues, escalation proceeds to ANM's Vice President of Operations or Executive Leadership Team, who will work with the customer to resolve the matter and ensure corrective action is implemented.
4. ANM documents all escalated issues and outcomes and conducts root cause analysis to prevent recurrence where applicable.

Our current CSAT scores include:

- Professional Services = 98% Overall CSAT Rating
- Managed Services = 99.86% Overall CSAT Rating

R. Describe performance measures for areas such as stocking/refills, shipment time, fill rate, backorder rate, etc.

ANM Response:

ANM maintains operational practices to ensure the reliable, timely, and efficient fulfillment of customer orders. Our performance metrics are tracked internally and in collaboration with our OEM-authorized distribution partners to provide high service levels across the following key areas:

Stocking / Refills

- ANM leverages national OEM-authorized distributor networks, which maintain real-time inventory visibility and automatic replenishment processes for high-demand SKUs.
- For Cisco Refresh, HPE Renew, Dell Certified Refurbished, and Juniper CPO, ANM monitors OEM program inventory feeds to proactively manage customer expectations on stock availability.
- Stocking levels for standard configurations are optimized to support rapid fulfillment based on demand patterns and prior order history.

Shipment Time

- Standard shipment time for in-stock items: typically 2–5 business days from order confirmation, depending on customer location and selected delivery method.
- Expedited shipping is available upon request.

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Fill Rate

- For refurbished equipment, fill rates are aligned to OEM program availability; ANM consults with customers when fulfillment exceptions arise due to limited refurbished stock.

Backorder Rate

- Backorder situations are primarily driven by global supply chain constraints or OEM manufacturing cycles.
- ANM provides proactive communication and reporting on any backorders, including estimated lead times and alternative options where possible.

S. Describe what happens when an item is out of stock and a customer wants to order that item.

ANM Response:

When an item is out of stock at the time a customer wishes to place an order, ANM follows a structured process to ensure transparency and timely communication with the customer:

1. **Inventory Check and Availability Confirmation**:
   ANM performs a real-time check of available inventory through our OEM-authorized distribution channels and, for refurbished products, through the appropriate OEM-certified program (Cisco Refresh, Dell Certified Refurbished, HPE Renew, or Juniper Certified Pre-Owned).
2. **Customer Notification**:
   If an item is confirmed to be out of stock, ANM promptly notifies the customer and provides the following information:
   - Estimated lead time for new availability, based on current distributor or OEM backlog status.
   - Alternative options, if available (including comparable configurations, different SKUs, or certified refurbished vs. new options).
3. **Backorder Management**:
   If the customer chooses to proceed with the order:
   - ANM will enter the order as a backorder with the OEM-authorized distributor and provide regular status updates to the customer on fulfillment progress.
   - The customer has the option to cancel or modify the backorder at any time prior to shipment, if their needs change.
4. **Alternative Sourcing and Consultation**:
   ANM's account team will actively consult with the customer to identify potential alternatives if the lead time for the desired item does not meet project or operational requirements:
   - Alternate product recommendations within the same OEM product family.
   - Availability of certified refurbished equipment where appropriate.

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- Partial shipments or staging options to meet critical delivery needs.

5. **Ongoing Communication**:
   ANM provides continuous updates on backorder status until fulfillment is complete. Once inventory becomes available, the order is processed and shipped according to standard delivery procedures.

T. Complete and sign the Federal Funds Certification included in Attachment E, Exhibit C.

ANM Response:

Comply. Please see ANM – Axia Cooperative Purchasing Program.

U. Please review the Sample Axia Cooperative Administration Agreement in Attachment E, Exhibit D. Note any questions, concerns and/or proposed exceptions.

ANM Response:

Advanced Network Management Inc. ("ANM") submits this RFP response subject to the following exception, which ANM requests to be incorporated as part of the definitive contract or agreement if ANM is selected as the winning bidder for this RFP. ANM believes these terms are customary in the industry for VARs and is willing to negotiate this exception in good faith with Customer.

- Hardware and software (collectively, "Products") that you ("Customer") purchase from Advanced Network Management Inc. or its affiliates (collectively, "ANM") are manufactured by third-party vendors ("Manufacturers"). Notwithstanding anything to the contrary elsewhere in this agreement, the following provisions apply with respect to Products and any associated Services provided by such Manufacturers ("Manufacturer Services"), as well as Services performed by ANM ("ANM Services"): (i) Products and Manufacturer Services are subject to additional terms which are available at https://anm.com/eulas-and-product-warranties/ ("Manufacturer's Terms"); (ii) Products and Manufacturer Services purchased for a 12+ month subscription term are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds; (iii) Products are non-returnable except that Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"); (iv) to the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Manufacturer Services; and (v) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS AND MANUFACTURER SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE THE RMA PRODUCT RETURN

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RIGHTS AND THE OBLIGATION TO PASS THROUGH TRANSFERABLE MANUFACTURER WARRANTIES AND INDEMNIFICATIONS AS DESCRIBED IN THIS SENTENCE; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO ANM SERVICES SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

V. If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134.

ANM Response:

At this time, ANM does not intend to conduct business in the State of New Jersey.

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2. Qualifications and Experience

Provide a detailed response for each of the following:

A. Detail your experience in the supply of refurbished Cisco equipment. Include the scope and structure of your distribution network nationally.

ANM Response:

ANM has extensive experience supplying Cisco Certified Refurbished Equipment through the Cisco Refresh program, which provides customers with access to fully remanufactured, Cisco-authorized equipment backed by the same warranty, service, and support options as new Cisco products.

ANM is a Cisco Gold Integrator Partner and authorized to resell Cisco Refresh products in compliance with Cisco's channel policies. Our team incorporates Cisco Refresh equipment into solutions to help customers meet:

- Budget constraints
- Sustainability objectives
- Product lifecycle requirements
- Obsolete or end-of-sale hardware replacement needs

ANM has successfully delivered Cisco Refresh equipment to public sector, education, healthcare, and enterprise customers nationwide. We ensure each customer receives the full warranty protection and SmartNet eligibility that comes with purchasing through Cisco's authorized channels.

Distribution Network Scope and Structure

ANM maintains a robust national distribution network for Cisco equipment, including Cisco Refresh, through strategic relationships with multiple Cisco-authorized distributors. Our distribution structure allows us to provide:

- Nationwide coverage, including rural and smaller agency locations
- Multiple stocking locations across the U.S. to support efficient delivery
- Real-time access to Cisco Refresh inventory to verify availability prior to order placement
- Dedicated logistics and operations support to manage large and complex deliveries
- Support for standard, expedited, and special delivery requirements as needed

ANM's supply chain and operations team works closely with Cisco and its distribution partners to:

- Track availability of Cisco Refresh SKUs
- Manage order fulfillment timelines
- Ensure compliance with Cisco Refresh program policies and serial number management

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B. Are you a certified Cisco refurbishing partner or recognized reseller? Please provide documentation demonstrating your firm's level of certification.

ANM Response:

Yes. For over 25 years, ANM has maintained a strategic partnership with Cisco, leveraging its products and solutions to deliver exceptional value to our clients. This longstanding relationship is reflected in the fact that more than 59% of ANM's annual revenue is derived from Cisco product resell and Cisco-related professional services. ANM's commitment to Cisco technologies is evidenced by our extensive list of certifications, specializations, and designations, which enable us to provide industry-leading solutions across multiple domains.

Cisco Partner Certifications and Specializations

As a Cisco Gold Integrator, ANM holds some of the highest levels of certifications available, demonstrating our commitment to excellence in delivering Cisco solutions. Our specializations cover a wide range of Cisco technologies, ensuring that we can meet diverse client needs:

- Master-Level Specializations:
  - Collaboration
  - Networking
- Hybrid Cloud Specializations:
  - Hybrid Cloud Computing Solution
  - Hybrid Cloud Networking Solution
  - Hybrid Cloud Software Solution
- Security Specializations:
  - Extended Detection and Response (XDR) Solution
  - Secure Access Service Edge (SASE) Solution
  - Secure Networking
- Networking and Collaboration Specializations:
  - Advanced Collaboration Architecture
  - Advanced Enterprise Networks Architecture
  - Cisco Unified Contact Center Express
  - Cisco Webex Contact Center
- Sustainability and Experience:
  - Environmental Sustainability Specialization
  - Advanced Customer Experience Specialization

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Cisco Provider Level and Powered Services

In addition to our Gold Integrator status, ANM is also a Cisco Gold Provider, offering a suite of Cisco-powered services that enable organizations to optimize their network infrastructure:

- Catalyst SD-WAN
- Meraki Access and SD-WAN
- Campus Access
- Cloud Calling
- Webex Contact Center

These services ensure that ANM can provide end-to-end solutions, from cloud-based communication platforms to secure, scalable networking architectures.

Strategic Partner Designations and Authorizations

ANM's partner designations position us to support complex enterprise needs:

- Cisco Webex Calling Service Provider
- EA 3.0 for All Technology Portfolios
- GPN Partner Agent and Resale Host
- Lifecycle Advisor for Enterprise Agreements
- Managed Service License Agreement Program
- US Federal Authorization

These designations enable us to deliver enterprise agreements across Cisco's entire technology stack, including Collaboration, Data Center, Meraki, Security, and more. We are also equipped to support Webex Calling with integrated calling plans, ensuring seamless communication for our clients.

Why ANM's Cisco Expertise Matters

With our extensive certifications, specializations, and provider-level statuses, ANM is uniquely positioned to deliver best-in-class Cisco solutions. We focus on leveraging Cisco's cutting-edge technologies to solve business challenges, improve operational efficiency, and drive innovation. Our Cisco expertise allows us to design, implement, and support solutions that are secure, scalable, and aligned with our clients' strategic objectives.

Please see Appendix 1: ANM Partner Authorizations.

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C. Does your firm hold used/refurbished equipment reseller status/certifications with other proposed brands (HPE Aruba, Dell, Juniper, Arista, Fortinet, Palo Alto, etc.)? Please provide documentation demonstrating your firm's level of certification.

ANM Response:

Yes. ANM is an authorized reseller with the following partners:

ARISTA — ANM is an authorized reseller.

DELL Technologies — ANM is proud to be a Dell Technologies Gold Partner, demonstrating deep expertise in Dell's industry-leading IT solutions. Our partnership enables us to deliver cutting-edge technology solutions that optimize infrastructure, enhance security, and drive business innovation. With specialized competencies in client, server, and storage solutions, ANM helps organizations achieve greater efficiency, scalability, and resilience in their IT environments.

- Dell Server Solution Competency
- Dell Storage Solution Competency
- Dell Certified Networking & Security Specialists

Certifications

- Client+
  - Dell Endpoint Security
- Server+
  - Server
  - Dell APEX Infrastructure
- Storage+
  - Storage
  - Dell APEX Infrastructure
- Services
  - PowerStore
  - VPLEX
  - VxRail

FORTINET — ANM is an authorized FortiPartner throughout US to sell Fortinet products as a partner with the following designations:

- Level of Engagement: Advocate

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- Business Model: Integrator

Certifications

- Fortinet Certified Fundamentals
- Fortinet Certified Associate in Cybersecurity
- Fortinet Certified Professional – Network Security

HPE aruba networking

ANM is a trusted Hewlett Packard Enterprise (HPE) and Aruba Networks Gold Partner, delivering cutting-edge networking, compute, and storage solutions to help organizations build secure, high-performance, and scalable IT infrastructures. Our partnership with HPE and Aruba allows us to provide best-in-class enterprise networking, cloud, and edge computing solutions tailored to the evolving needs of modern businesses.

HPE Solutions & Expertise

As an HPE Gold Partner, ANM specializes in designing, deploying, and managing enterprise IT environments with advanced solutions, including:

- HPE Compute & Servers – High-performance, scalable computing solutions powered by HPE ProLiant, Synergy, and Apollo servers.
- HPE Storage Solutions – Enterprise-class storage, backup, and data management with HPE Alletra, Nimble, and Primera.
- HPE GreenLake – Consumption-based IT solutions offering flexible, pay-as-you-go infrastructure.
- HPE Hyperconverged Infrastructure (HCI) – Fully integrated solutions, including HPE SimpliVity and HPE Alletra dHCI, to simplify and optimize workloads.

Aruba Networking Solutions

ANM's expertise in Aruba Networks enables us to deploy secure, cloud-managed networking solutions designed for the modern digital enterprise:

- Aruba Wireless & Wi-Fi 6 Solutions – High-performance access points (APs) for campus, branch, and remote workforces.
- Aruba Switches – Intelligent CX and 2930/3810 series switches for scalable network infrastructures.

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- Aruba Edge Services Platform (ESP) – AI-driven cloud-native networking with automation, security, and edge computing capabilities.
- Aruba ClearPass & Zero Trust Security – Network Access Control (NAC) and identity-based security for protecting enterprise networks.
- SD-WAN & Secure Edge Solutions – Aruba SD-Branch, Aruba Central, and EdgeConnect for seamless multi-site connectivity.

Certifications

- HPE Sales Certified – Solutions 2025
- HPE ATP – Hybrid IT Solutions V2
- HPE ATP – Edge-to-Cloud Architect
- HPE ATP - Hybrid Cloud
- HPE ASE – Compute Solutions
- HPE ASE - Storage Solutions
- Aruba Certified Design Associate (ACDA)
- Aruba Certified Design Professional (ACDP)
- Aruba Certified Switching Associate (ACSA)
- Aruba Certified Switching Professional (ACSP)
- HPE Sales Certified – Aruba Networking Solutions

juniper NETWORKS

ANM is a Juniper Elite Partner authorized to resell Juniper products, training services, and support and maintenance contracts to end-user customers. Our individual certified team members include:

- Juniper Ingenious Sales Champions
- Juniper Innovative Sales Champions
- Juniper Technical Baseline Certifications
- Juniper Networks Certified Associates – Junos (JNCIA-Junos)
- Juniper Networks Certified Internet Specialists – Enterprise Routing and Switching (JNCIS-ENT)
- Juniper Networks Certified Specialists – Mist AI (JNCIS-MistAI)

paloalto NETWORKS

ANM holds the prestigious status of a Palo Alto Diamond Innovator in the NextWave Partner Program and is recognized as a

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Professional Services Partner Development provider. Our team has earned multiple advanced certifications, demonstrating our expertise in delivering top-tier network security solutions.

- Sales Certifications
  - SPS: Hardware Firewall
  - SPS: Software Firewall
  - SPS: Prisma SASE
- Technical Presales Certifications
  - PSE: Strata Pro
  - PSE: Software Firewall Pro
  - PSE: SASE Pro
- Technical Post-Sales Certifications
  - PCNSE: Palo Alto Networks Certified Network Security Engineers
  - PCNSC: Palo Alto Networks Certified Network Security Consultant
  - PCC-UA: Palo Alto Networks Certified Network Security Administrator
  - PMrUA: Palo Alto Micro-Credential for Remote User Administrator
  - Cyberforce Commander
  - Cyberforce Defender
  - Cyberforce Special Ops SASE

Please see Appendix 1: ANM Partner Authorizations.

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D. Provide the total number and location of salespersons employed by your firm.

ANM Response:

ANM is in Scottsdale, Arizona. The key personnel assigned to the City include:

- James Arnold, Senior Account Manager
- Miguel de Zubeldia, Director of Sales

This team is supported by ANM's (7) sales personnel in Arizona and (31) sales personnel located in the region (Colorado, New Mexico, Texas and Wyoming).

E. Provide the number and location of support centers (if applicable).

ANM Response:

In response to the request for the number and location of support centers, we would like to clarify that our proposal involves a number of Original Equipment Manufacturers (OEMs). Each of these OEMs is a distinct entity with its own dedicated support infrastructure.

Each OEM maintains its own network of support centers, strategically located across different regions globally to ensure optimal service delivery and customer support. These support centers are staffed by teams of experts who are intimately familiar with their respective hardware and software, ensuring that any issues can be addressed promptly and effectively.

It's important to note that the distribution and number of these support centers are designed to align with the global footprint of the customers they serve. This means that regardless of where your operations are based, there is a high likelihood that a support center managed by one or more of our associated OEMs is positioned to serve you.

In conclusion, while we cannot provide a specific number and location of support centers due to the diverse nature of the equipment requested, we assure you that our associated OEMs have a robust and globally distributed support infrastructure. This is designed to provide timely and effective support, ensuring the reliability and security of the hardware you are purchasing. We hope this provides a clear understanding of our support structure, and we are happy to provide more specific information if required.

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F. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies are preferred.

ANM Response:

Reference #1	Reference #2	Reference #3
City of Scottsdale 3939 N. Drinkwater Boulevard Scottsdale, AZ 85251 Ms. Biancha Lochner, PhD, Chief Information Officer 480.312.7615 blochner@scottsdaleaz.gov	City and County of Denver 110 16th Street, Suite 1100 Denver, CO 80202 Mr. Todd Matthews, Director of Infrastructure 303.513.6388 todd.matthews@denvergov.org	City of Phoenix Aviation 2485 E Buckeye Road Phoenix, AZ 85034 Mr. Mike Gander, Network Engineering Services Manager 602.273.2712 mike.gander@phoenix.gov

G. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

ANM Response:

Advanced Network Management (ANM) structures our Account Team around the Account Manager (AM). The AM, James Arnold is the primary point of contact for the City with responsibility for the overall relationship. The AM has a vast number of resources within ANM that can be leveraged to support the City including technical and non-technical resources to assist with sales and support roles.

ANM Key Personnel



James Arnold, Senior Account Manager

With over 18 years of experience in IT consulting, James is a Senior Account Manager with ANM for the last eight years.

- Analytical problem solver tackling complex issues both internally and externally with attention to the needs of all stakeholders.
- Builder of client loyalty through a high level of client satisfaction.
- Flexible team leader who thrives in environments requiring attention to detail.
- Proven relationship-builder with unsurpassed interpersonal skills.
- Known for honesty and integrity.

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- A seasoned professional: highly adaptable, positive, resilient, and patient. When the situation is right, ready to be a risk taker.
- Consistently open to new ideas and primed to work with others toward common goals.



Miguel de Zubeldia, Director of Sales - Arizona

With nearly 17 years of experience at Cisco and a proven track record of success, Miguel de Zubeldia now leads ANM's fastest-growing region, Arizona. His diverse skillset spans training, marketing, engineering, data center, cloud, business development, and cybersecurity, making him an invaluable asset to the team.

Miguel's approach centers on understanding and addressing his customers' unique needs while fostering trust and long-lasting relationships within the community. As a leader, he is committed to driving growth, delivering innovative solutions, and building strong partnerships that support ANM's continued success in Arizona.



Matthew Rhebeck, Solutions Architect

Matt Rhebeck has been in the technology field for over 23 years, with a strong emphasis on Networking, Security, and Datacenter technologies and architectures. Prior to ANM, Matt spent several years at Cisco as a Systems Engineer as well as 12 years in the Public Sector designing, building, and maintaining complex network environments.

Certifications

- Cisco Certified Network Professional Enterprise (CCNP)
- Cisco Certified Network Associate Routing and Switching (CCNA)
- Cisco Certified DevNet Associate (CCDevA)
- Cisco Meraki Solutions Specialist (CMSS)Cisco Meraki CMSS
- Cisco Meraki CMNA

H. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.

ANM Response:

ANM is uniquely positioned to meet the evolving needs of public sector organizations—ranging from small rural municipalities to large state agencies and multi-campus education systems—by offering scalable, secure, and cost-effective IT solutions tailored to each customer's size, mission, and geographic complexity.

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Experience Across Government Tiers and Agencies

ANM has a proven track record of delivering successful IT outcomes for:

- State governments managing critical infrastructure and inter-agency networks
- Local municipalities with constrained resources and legacy environments
- K-12 school districts and higher education institutions requiring compliance with E-Rate, FERPA, and accessibility standards
- Public safety organizations that demand high-availability, secure communication platforms

Scalable Solutions for Any Size

Whether deploying a cloud-managed solution for a rural school district or implementing enterprise-grade networking and cybersecurity for a state agency, ANM's modular service delivery model allows customers to:

- Start small and expand with need
- Select only the components that meet their current objectives
- Scale infrastructure with population growth or digital transformation initiatives

Geographic Reach with Local Support

With sales teams, offices, and engineers across the United States, ANM offers:

- On-site and remote support capabilities tailored to each location's logistics and staffing model
- Localized knowledge of state procurement policies and compliance frameworks
- Quick response times, regardless of whether the site is urban or rural

Customized Lifecycle Services

ANM supports customers at every phase of the technology lifecycle—from strategy and design to implementation, training, and day-two support. This enables public sector entities to:

- Navigate staffing limitations with managed services
- Improve cybersecurity maturity with compliance-focused assessments (e.g., CJIS, NIST, HIPAA)
- Leverage existing investments while planning for future innovation

Public Sector Procurement Expertise

ANM understands and aligns with public procurement practices, including:

- Contract vehicles such as 1GPA, NASPO, NCPA, and TIPS, to name a few
- Budget planning cycles and grant-based funding strategies
- Transparent, audit-ready pricing models

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I. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?

ANM Response:

Sales	Marketing	Contract Administration and Monthly Sales Reporting
James Arnold Senior Account Manager	Amy Gregory Head of Marketing	Shala Pelloni Public Sector Contracts Director

J. How many sellers are dedicated to selling and supporting Cisco equipment to the local government market?

ANM Response:

ANM is in Scottsdale, Arizona. The key personnel assigned to the City include:

- James Arnold, Senior Account Manager
- Miguel de Zubeldia, Director of Sales

This team is supported by ANM's (7) sales personnel in Arizona and (31) sales personnel located in the region (Colorado, New Mexico, Texas and Wyoming).

K. Who will be your management contact responsible for the success of the cooperative program on a national basis?

ANM Response:

Shala Pelloni, Public Sector Contracts Director

L. Detail your national product distribution network.

ANM Response:

ANM has established a robust national product distribution network designed to efficiently serve clients across the United States. This network ensures timely delivery of IT solutions, including networking, security, collaboration technologies, data center, cloud, and cabling infrastructure, to a diverse clientele ranging from public sector entities to private enterprises.

Strategic Distribution Centers

ANM operates multiple distribution centers strategically located to optimize coverage and delivery times across various regions. These centers are equipped to handle a wide range of products and services, ensuring that clients receive their orders promptly and in optimal condition.

Integrated Logistics and Supply Chain Management

To maintain a seamless supply chain, ANM leverages advanced logistics solutions that provide real-time tracking and inventory management. This integration allows for efficient order processing, reduced lead times, and the ability to adapt quickly to changing client needs.

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Partnerships with Leading OEMs and Distributors

ANM has cultivated strong relationships with top-tier technology OEMs and distributors, enabling access to a broad spectrum of products and solutions. These partnerships ensure that clients have access to the latest technologies and innovations in the industry.

Customized Fulfillment Services

Understanding that each client has unique requirements, ANM offers customized fulfillment services, including:

- Product Configuration and Staging: Pre-configuring equipment to client specifications before shipment.
- Asset Tagging and Documentation: Providing detailed records for inventory and compliance purposes.
- Flexible Delivery Options: Offering various shipping methods to meet specific timelines and budget constraints.

Nationwide Coverage with Local Support

While ANM's distribution network spans the entire nation, the company also emphasizes local support through regional offices. This approach ensures that clients receive personalized service and rapid response times, regardless of their location.

ANM's comprehensive national product distribution network is a testament to its commitment to delivering high-quality IT solutions efficiently and reliably. By combining strategic logistics, strong vendor partnerships, and personalized client services, ANM continues to meet and exceed the evolving needs of its diverse clientele.

M. Detail your national installation and service delivery network.

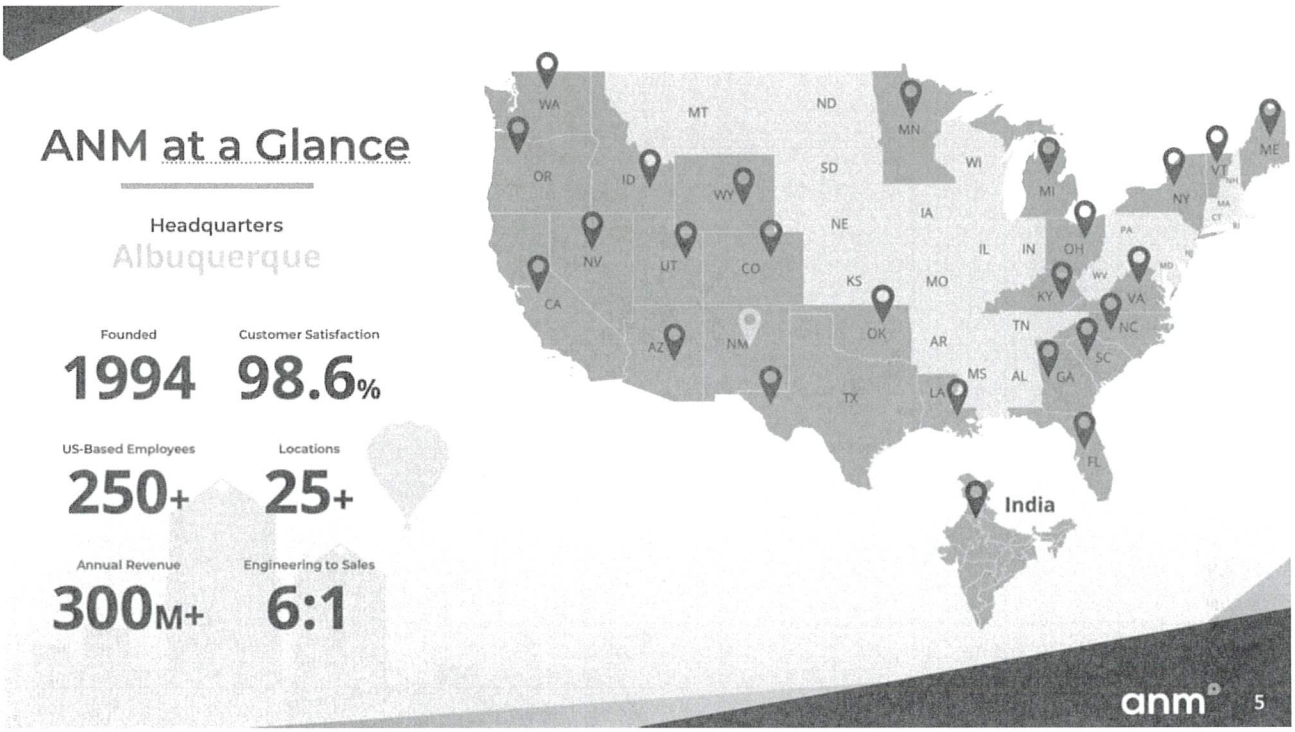
ANM Response:

ANM delivers solutions and services across the United States through a robust national installation and service delivery network. Our delivery model combines direct ANM resources with an integrated ecosystem of trusted, vetted partners, providing the flexibility and scalability to serve customers of all sizes — from large national enterprises to small local agencies.

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Direct ANM Resources

ANM employs a large team of full-time engineers, architects, project managers, and field technicians strategically located in:



Our internal team provides design, implementation, and ongoing support services for networking, collaboration, security, data center, cloud, and managed services engagements nationwide.

Trusted Partner Ecosystem

To ensure consistent coverage across the United States, ANM maintains a national network of certified subcontractors, integrators, and field service organizations:

- All partners are pre-qualified through ANM's vendor management program
- Partners must meet strict technical certification, insurance, compliance, and background verification standards
- ANM provides centralized project management and quality assurance oversight to maintain service consistency and accountability

This network allows ANM to support:

- Nationwide rollouts (single or multi-site)
- Rural and remote locations
- Rapid deployment needs
- Public sector, education, healthcare, and commercial markets

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Logistics and Supply Chain

ANM's distribution network, in partnership with national and regional logistics providers, enables:

- Timely delivery of equipment to any U.S. location
- Coordinated staging, configuration, and pre-installation services at ANM facilities or customer sites
- White-glove installation services where required

Support and Coverage

ANM provides 24x7x365 support services through:

- Our Network Operations Centers (NOC) and Security Operations Centers (SOC)
- Remote and onsite technical support staffed by ANM engineers and certified partners
- Service Level Agreement (SLA)-based support options tailored to each customer's needs

N. Provide information regarding if your organization ever failed to complete any work awarded.

ANM Response:

No. ANM has never failed to complete any work awarded.

O. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

ANM Response:

From time to time, ANM is a party to legal matters that are typical for a business of ANM's size. As of the date of this submission ANM has one open litigation matter, which is an employment discrimination lawsuit filed in federal court by a former ANM employee. ANM believes this claim is without merit and is vigorously defending the lawsuit, and ANM believes that this matter will not have a material impact on ANM's ability to timely deliver products and/or services to the City of Tucson.

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	i. Detail of security protocols to ensure customer data is safe, such as data storage and data transfer techniques 2. Software punchout interface capabilities 3. Small business partnership programs, such as local fulfillment and/or service partners 4. Training & Education 5. Consulting services 6. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. 7. Installation services 8. Repair/maintenance services 9. Customer support services 10. Rebate/incentive programs 11. Other services Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program. I. Delivery and Logistics 1. What is the expected lead time for delivery? 2. Do you offer logistics tracking, insurance, and secure packaging? 3. Are products shipped from inventory or sourced post-order? J. Product Details and Condition 1. What Cisco models and part numbers are you offering? 2. Are all units fully functional, tested, and refurbished to OEM standards? 3. What is the age and usage history of the equipment? 4. Do you guarantee authenticity and non-counterfeit equipment? K. Maintenance 1. Are maintenance or extended support options available? L. Warranty 1. What warranty terms are provided (duration, coverage)?		

	2. Do you offer advance replacement or next-business-day swap service? M. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: 1. Market the agreement to public agencies nationally 2. Educate your firm's sales staff about the cooperative purchasing program 3. Connect your sellers with the Axia team to pursue joint selling efforts 4. Connect with customer decision makers 5. Track sales and report back to Axia Cooperative N. What specific steps will your company take to train and equip their account managers to sell the program on a national basis? O. Will you establish national sales goals for public agency adoption of the cooperative agreement? P. What tools will you utilize to track opportunities and hold sellers accountable? Q. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures. R. Describe performance measures for areas such as stocking/refills, shipment time, fill rate, backorder rate, etc. S. Describe what happens when an item is out of stock and a customer wants to order that item. T. Complete and sign the Federal Funds Certification included in Attachment E, Exhibit C. U. Please review the Sample Axia Cooperative Administration Agreement in Attachment E, Exhibit D. Note any questions, concerns and/or proposed exceptions. V. If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134.		

2.	**Qualifications and Experience** Provide a detailed response for each of the following: A. Detail your experience in the supply of refurbished Cisco equipment. Include the scope and structure of your distribution network nationally. B. Are you a certified Cisco refurbishing partner or recognized reseller? Please provide documentation demonstrating your firm's level of certification. C. Does your firm hold used/refurbished equipment reseller status/certifications with other proposed brands (HPE Aruba, Dell, Juniper, Arista, Fortinet, Palo Alto, etc.)? Please provide documentation demonstrating your firm's level of certification. D. Provide the total number and location of salespersons employed by your firm. E. Provide the number and location of support centers (if applicable). F. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies are preferred. G. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference. H. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations. I. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting? J. How many sellers are dedicated to selling and supporting Cisco equipment to the local government market? K. Who will be your management contact responsible for the success of the cooperative program on a national basis? L. Detail your national product distribution network. M. Detail your national installation and service delivery network. N. Provide information regarding if your organization ever failed to complete any work awarded.	N/A	N/A

	O. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.		
3.	**Pricing** A. Please provide a comprehensive pricing structure in Attachment F. B. What are the costs, if any, for returns or RMA (Return Merchandise Authorizations)? C. Do you have a buy-back program? If so, please describe how it works, including what options are available for compensation (cash, credit towards future purchases, etc.). D. Is all pricing, for City of Tucson and all other participating agencies of the Axia Cooperative purchasing program, inclusive of delivery and/or tariff fees? If so, detail how this will impact pricing, accounting for your distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies). E. Describe your pricing methodology. Do you utilize a discount off of list model, "web" pricing minus discount model, etc.? F. Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others. G. Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation? H. Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc. I. Describe if and how volume discounts may be applied for certain orders. J. Are taxes, duties, and fees included or itemized separately?	N/A	N/A

G. SPECIAL TERMS AND CONDITIONS

G.1. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

G.2. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative and/or Axia Cooperative purchasing program. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.3. LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://codelibrary.amlegal.com/codes/tucson/latest/tucson_az/0-0-0-21930 The Living Wage rates for the current calendar year can be found at the following link: https://www.tucsonaz.gov/Departments/Business-Services-Department/Procurement/Living-Wage

G.4. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional **one-year periods** or portions thereof.

H. INSURANCE REQUIREMENTS

H.1. REQUIRED INSURANCE POLICIES

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. COMMERCIAL GENERAL LIABILITY

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000

B. General Aggregate: $2,000,000

C. Products & Completed Operations Aggregate: $2,000,000

D. Personal and Advertising Injury: $1,000,000

E. Blanket Contractual Liability: $1,000,000

H.3. COMMERCIAL AUTOMOBILE LIABILITY

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

H.4. WORKER'S COMPENSATION

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory

B. Employer's Liability: $1,000,000

C. Disease Each Employee: $1,000,000

D. Disease Policy Limit: $1,000,000

E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. PROFESSIONAL LIABILITY (TECHNOLOGY ERRORS & OMISSIONS)

Policy must have coverage limits no lower than:

A. Each Claim: $1,000,000

B. General Aggregate: $2,000,000

H.6. POLICY CHANGE NOTICE

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.7. ADDITIONAL INSURED

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.8. CLAIMS-MADE COVERAGE

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.9. ADDITIONAL REQUIREMENTS

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.10. PUBLIC ENTITIES

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.11. SUBCONTRACTORS

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.12. SUFFICIENCY OF COVERAGE

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

H.13. VERIFICATION OF COVERAGE

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties

under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment: Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices: Unless City pays by credit card at time or order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments: The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts: Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.

B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.

C. Access to shaded areas and/or air conditioning.

D. Access to air conditioning in vehicles with enclosed cabs.

E. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.

F. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

G. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.

H. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

I.30. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.31. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all

such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.32. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.33. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.34. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.35. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.36. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be

liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.37. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.38. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.39. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.40. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide Axia Cooperative, as the administrator of this national cooperative contract, an administrative fee in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☐ No

J.3. Does your firm have a City of Tucson Business License?

☐ Yes
☐ No

When equals "Yes"

Please upload a copy of your business license.

J.4. Forms to be Filled Out

Please ensure that all required information is included with your response.

A. Response to Evaluation Criteria
B. Pricing Proposal
C. Offer and Acceptance Form

Response to Evaluation Criteria*
Please upload your response to the Evaluation Criteria.

*Response required

Pricing Proposal
Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*
Please upload your signed Offer and Acceptance form.

*Response required

Does your response to this solicitation include a request to keep any portion confidential and withhold it from the public record?*

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes
☐ No
*Response required

When equals "Yes"

Confidential Information*

If you answered yes, then you must use this field to identify the sections of your submittal that you are requesting be withheld from public record.

If sections are not identified as confidential in this field, your request to hold information confidential may not be accepted.

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Is your firm submitting any exceptions for the City's consideration? *

In accordance with Instructions to Offerors - Exceptions to Contract Provisions, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

☐ Yes
☐ No
*Response required

When equals "Yes"

Define the exceptions you are requesting.*

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

_____
As Tucson City Attorney and not personally

_____
Date

Awarded:

_____
As Director of Business Services and not personally

_____
Date

H.5. PROFESSIONAL LIABILITY (TECHNOLOGY ERRORS & OMISSIONS)

Policy must have coverage limits no lower than:

A. Each Claim: $1,000,000

B. General Aggregate: $2,000,000

H.6. POLICY CHANGE NOTICE

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.7. ADDITIONAL INSURED

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.8. CLAIMS-MADE COVERAGE

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.9. ADDITIONAL REQUIREMENTS

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.10. PUBLIC ENTITIES

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.11. SUBCONTRACTORS

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.12. SUFFICIENCY OF COVERAGE

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

H.13. VERIFICATION OF COVERAGE

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties

under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment: Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices: Unless City pays by credit card at time or order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments: The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts: Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.

B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.

C. Access to shaded areas and/or air conditioning.

D. Access to air conditioning in vehicles with enclosed cabs.

E. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.

F. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

G. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.

H. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

I.30. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.31. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all

such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.32. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.33. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.34. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.35. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.36. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be

liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.37. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.38. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.39. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.40. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide Axia Cooperative, as the administrator of this national cooperative contract, an administrative fee in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☐ No

J.3. Does your firm have a City of Tucson Business License?

☐ Yes
☐ No

When equals "Yes"

Please upload a copy of your business license.

J.4. Forms to be Filled Out

Please ensure that all required information is included with your response.

A. Response to Evaluation Criteria
B. Pricing Proposal
C. Offer and Acceptance Form

Response to Evaluation Criteria*
Please upload your response to the Evaluation Criteria.

*Response required

Pricing Proposal
Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*
Please upload your signed Offer and Acceptance form.

*Response required

Does your response to this solicitation include a request to keep any portion confidential and withhold it from the public record?*

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes
☐ No
*Response required

When equals "Yes"

Confidential Information*

If you answered yes, then you must use this field to identify the sections of your submittal that you are requesting be withheld from public record.

If sections are not identified as confidential in this field, your request to hold information confidential may not be accepted.

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Is your firm submitting any exceptions for the City's consideration? *

In accordance with Instructions to Offerors - Exceptions to Contract Provisions, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

☐ Yes
☐ No
*Response required

When equals "Yes"

Define the exceptions you are requesting.*

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

_____
As Tucson City Attorney and not personally

_____
Date

Awarded:

_____
As Director of Business Services and not personally

_____
Date