AGREEMENT FOR

E-Rate Fund Year 2025 Category Two Equipment

City of Glendale Solicitation No. RFP 25-40

This Agreement for E-Rate Fund Year 2025 Category Two Equipment ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Advanced Network Management Inc., a New Mexico corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2025.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-40 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $128,167.00, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and $2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. 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.

12. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Advanced Network Management Inc.
c/o Quaid Jordan
4001 Jefferson Plaza NE
Alburquerque, NM 87109
quaid.jordan@anm.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anne Shadle
5970 W Brown Street
Glendale, Arizona 85302
(623) 930-2864

With required copy to**:**

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Kevin Phelps
Its: City Manager

ATTEST:

_____
Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Advanced Network Management, Inc.,
a New Mexico corporation

_____
By: Kurt Huegin
Its: VP of Sales & Marketing

EXHIBIT A

E-Rate Fund Year 2025 Category Two Equipment

PROJECT

Contractor shall supply the hardware, licenses, and support as needed for a three-year period.

1. INTRODUCTION

The city of Glendale ("City") Library Department is requesting proposals from qualified vendors to provide network hardware in accordance with the provisions, specifications, and instructions set forth in this Request for Proposal (RFP). This contract will be awarded if the city obtains funding from e-rate.

2. TYPE OF CONTRACT

The City is soliciting proposals from Responders for Category Two Equipment supporting a contract for Network Equipment which is E-Rate eligible. The contract to be awarded pursuant to this RFP will be a firm fixed price single-award contract ("Contract"). The firm fixed price for the work (all line items) is to be set forth in Pricing Workbook. The firm fixed price is to include all direct and indirect costs, including equipment, product support, supplies, general and administrative expenses, overhead, materials, shipping, and profit.

3. REQUIREMENTS

3.1 Contractor shall supply the parts and licenses listed below (or equivalent). All parts must be new and have a warranty that matches or exceeds that of the manufacturer.

SKU	Description	QTY
C9200CX-8P-2X2G-E	8 port POE, 10GB uplink switch	2
CON-SNT-C9200C88	Support License	2
C9200L-24P-4X-E	24 port POE, 10GB uplink switch	1
C9200L-DNA-E-24-3Y	Software License	1
CON-SNT-C920024X	Support License	1
C9200L-48P-4X-E	48 port POE, 10GB uplink switch	11
C9200L-DNA-E-48-3Y	Software License	11
CON-SNT-C9200L4X	Support License	11
C9300L-24P-4X-A	24 port POE, 10GB uplink switch	2
C9300L-DNA-A-24-3Y	Software License	2
CON-SNT-C93004G4	Support License	2
C9300L-48P-4X-A	48 port POE, 10GB uplink switch	2
C9300L-DNA-A-48-3Y	Software License	2
CON-SNT-CA00LXL8	Support License	2
C9500-NM-8X	8 - 10GB port network module	2
CW9176I-CFG	Meraki Access Point	17
LIC-ENT-3YR	Support License	17
PA-460	Next Generation Firewalls with layer 7 inspection	2
PAN-SVC-STND-460 – 1YR	Next Generation Firewall 1 Year Standard Service License	2
PWR-C1-715WAC=	715W secondary Power supply for C9300 Switch	3

SKU	Description	QTY
SMT1500RM2UCNC	APC by Schneider Electric 1500VA 2U 120V Smart-UPS with Network Card -- Black	4

3.2 Requirements for Network Equipment

This section defines specifications for wireless equipment for the city of Glendale.

1. All equipment costs must be new and included and identified separately.
2. Manufacturer must warrant all parts and equipment.
3. Vendor must be a certified reseller of parts and equipment.
4. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors in "The Secure Networks Act".
5. Proposer may attach additional pertinent information they deem important to the selection and overall success of the project.
6. Prices to remain firm through evaluation, approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the city of Glendale and documented with new price sheet sent to the Procurement Officer.

3.2.1 Equivalency Requirements

1. If Offeror is proposing equipment other than that listed in 3.1, above, the equipment offered must be equivalent to that listed in 3.1.
2. For each equivalent piece of equipment, license, or software item, Offeror must include with their RFP response a listing of the functionalities of the item from Section 3.1 and an explanation of how the equivalent item offers the same or different but equivalent functionalities.
3. For each equivalent piece of equipment, license, or software item, Offeror must also include a description of the compatibility and interoperability of the item with other hardware. Since Glendale Public Library is primarily running Cisco equipment, Offeror must indicate any compatibility or interoperability concerns with Cisco equipment, including equipment management concerns.

3.3 E-rate Requirements

1. It is the intention of the Glendale Public Library to seek E-rate discounts on some or all the services included in this RFP. Therefore, all Offerors responding to this RFP must participate in the E-rate program and must comply with applicable Federal Communications Commission (FCC) rules. Offerors must be familiar and compliant with all applicable federal E-Rate program requirements, including but not limited to: timely filing of all required service provider forms,

including Form 498, Form 499-A (annual and quarterly filings to the extent they are applicable); Form 473 (Annual Service Provider Certification); Form 474 (Service Provider Invoice Form), which invoices SLD for the E-Rate discount amount; and Offeror must agree to the provision of discounted bills (net of the E-Rate discounts) unless otherwise specified.

2. Offeror must agree that the parties' contract and any subcontracts, amendments, extensions, or other modifications of the contract shall be executed in compliance with all E-rate program requirements (including, but not limited to, those cited herein). Should the Offeror use subcontractors, the Offeror is responsible for its subcontractors' compliance with all statutory and regulatory requirements associated with the E-rate program and applicable federal, state, and local laws. In addition, the Offeror must designate a single point of contact within the Offeror's organization to assist in the timely compliance with all E-rate program requirements.
3. The Service Provider must, in compliance with E-rate program rules, retain all documentation associated with their bid and service provided pursuant to this contract for a minimum period of 10 years after the last date to receive service (or whatever retention period is required by the rules at that time). Any and all documents that demonstrate compliance with statutory or regulatory requirements associated with the E-rate program must be retained as well. Service Provider shall, upon request from either a representative of an authorized state agency, the Federal Communications Commission, the Administrator, their subcontractors, or SWWC, produce those records.
4. Pursuant to federal regulations, Service Providers shall not charge entities participating in the E-rate program a price above the lowest corresponding price for supported services, unless the FCC (with respect to interstate services) or the state commission (with respect to intrastate services) finds that the lowest corresponding price is not compensatory.
5. It is the responsibility of the Offeror to identify those services that are E-rate eligible (or partially E-rate Eligible) and those that are E-rate ineligible in their response. Eligible and ineligible services (and related equipment) must also be explicitly identified in the RFP response. The Pricing Workbook included in this RFP contains a mechanism for separating eligible and ineligible costs. If a provider is unsure about eligibility, the provider should seek a response from the Schools and Libraries Division of USAC regarding the eligibility of the component of the service; if the provider is still unable to determine the eligibility, the service provider must call this to our attention in the RFP response and allow us to jointly research the issue, if necessary. If any services are incorrectly identified as eligible in the bid response, the service provider must honor the discounted price listed in the Pricing Workbook for the item(s) which were

incorrectly identified as eligible. We will not pay prices above those listed in the Pricing Workbook.

6. Any Offeror submitting a response must have a Federal Communications Commission Registration Number (FCCRN) and should be in good standing with the Federal Communications Commission (i.e. not in "Red Light" status). The FCCRN should be included in the bid proposal and certification of the vendor's current "Red Light" status should be included in the RFPresponse. Providers may obtain a FCCRN and document their "Red Light" status via the Federal Communications Commission Website: http://www.fcc.gov.
7. Providers must also have an up-to-date Service Provider Identification Number (SPIN) and must maintain eligibility to provide services under the E-rate program. The provision and use of multiple SPINs is discouraged. Providers that have multiple SPINs should select a single corporate entity with a single SPIN as the prime contractor submitting the proposal to this RFP. The provider should agree that all E-rate eligible service billing resulting from a contract awarded pursuant to this RFP will be provided under this single SPIN. The provider's SPIN should be included where requested in the bid response.

3.4 The successful Offeror will be chosen based upon the requirements in Section 4, below. The City reserves the right to reject any or all bids.

4. HOW WE CHOOSE

4.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 20% Method of Approach
- 15% Experience and Past Performance
- 15% Quality of Proposal
- 10% References
- 30% Cost for E-rate Eligible Goods
- 10% Cost for E-rate Ineligible Goods

4.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City, using the above-listed criteria.

4.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations, or communications with an individual evaluation panel member on any aspect of the RFP at any point during the RFP process.

4.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a

selection. Offeror is responsible for any costs incurred to participate in an interview.

4.5 ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

4.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

4.7 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

5. NOTICE OF INTENT TO AWARD AND PROTEST PERIOD

Information about the recommended award for this solicitation will be posted here and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found here.

6. WITHDRAWAL OF PROPOSAL

Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

7. OFFER ERRORS OMISSIONS AND CORRECTIONS

City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

8. COMPETITIVE NEGOTIATIONS

City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

9. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors

submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

10. PROPRIETARY INFORMATION

Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

11. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. METHOD OF APPROACH (5 questions)	
2. EXPERIENCE AND PAST PERFORMANCE (3 questions)	
3. QUALITY OF PROPOSAL (1 question)	
4. REFERENCES (3 required)	
5. COST (Must be submitted in a separate electronic file)	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
• Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.	

12. SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.
https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx

Guide to Register as a new vendor:
https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service___v_s_s_ (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.

b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly

or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Offerors are required to submit any questions in a written format via electronic mail or facsimile, no later than **THE DATE LISTED ON PAGE 1 OF THIS RFP.** Any correspondence related to a solicitation **MUST** refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

11. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: Standard Terms and Conditions

1. **TYPE OF AWARDS**
   The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. **ALTERNATE OFFERS**
   Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. **EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and

does not indicate the item cited is mandatory. Technical specifications define the acceptable standard. Offerors bidding equivalent items must provide documentation with their offer showing equivalency.

8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Procurement Office by January 28, 2025, 5:00 pm Local time. All offerors will be notified by a written addendum to the solicitation of any approved changes.

9. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. **TERM**
The term of the resultant contract shall be for a one (1) year initial term.

11. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

12. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

13. **SAFETY DATA SHEETS (SDS)**. Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.

14. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys'

fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

15. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

16. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

17. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

18. **REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

19. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

20. **TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

22. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

23. **PRICE ADJUSTMENTS** Price adjustments shall not be accepted during the term of the contract.

24. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

25. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than 15 calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award. Untimely protests will not be considered.

26. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

27. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

28. **ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written

instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

29. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

30. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

31. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

32. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

33. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

34. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

35. **VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer.

36. **PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering

into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of *10* percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

37. **FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

38. **NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

39. **NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

40. **PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq,* that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

41. **IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to

incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

42. CONTRACT ADMINISTRATOR The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

a. Establishing and maintaining records and documentation
b. Monitoring the contractor's performance
c. Handling issues and disputes
d. Exercising extension options
e. Initiating contract modifications
f. Initiating rebids or new solicitations

43. <u>FORCE MAJEURE</u>

a. Except for payment of sums due, neither party shall 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 part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

b. Force majeure shall not include the following circumstances:

   i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

   ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

   iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

44. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation addenda, or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) **INSURANCE REQUIREMENTS.** Offeror shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. Offeror is free to purchase such additional insurance as Offeror determines necessary.

a) **Minimum Scope and Limits of Insurance**: Offeror shall provide coverage with limits of liability not less than those stated below.

i) **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(1) The policy shall be endorsed to include the following additional insured language: "**The City of Glendale, and its departments, *officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the "**City of Glendale, and its departments, officers, officials, agents, employees and volunteers''.** This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) **Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) $1,000,000.

(1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Offeror, involving automobiles owned, licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this license.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the Offeror. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) <u>Worker's Compensation and Employers' Liability</u>

Workers' Compensation Statutory
Employers' Liability

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation endorsement in favor of the "**City of Glendale, and its departments, officers, officials, agents, employees and volunteers''** for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) <u>Fidelity Insurance (Crime Bond)</u>

(1) The policy shall be issued with minimum limits of $1,000,000.
(2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
(3) The policy shall include coverage for third party fidelity.
(4) The policy shall include coverage for theft.
(5) The policy shall contain no requirement for arrest and conviction.
(6) The policy shall cover loss outside the premises of the Named Insured.
(7) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

v) Professional Liability (Errors & Omissions) – no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

(1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(2) Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

(3) If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work

vi) **Cyber Liability** – with limits not less than $5,000,000 per occurrence or claim, $10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

vii) **Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:**

(1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.

(2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.

(3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.

(4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).

(5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required

amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

An ANM Solution for:

Glendale Public Library System

RFP 25-40 / FCC Form 470 #250009384

Response Workbook

February 14, 2025

Presented By:

Quaid Jordan
Account Manager
602.326.0278
quaid.jordan@anm.com

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

February 14, 2025

Ms. Ann Shadle, Procurement Officer
City of Glendale / Glendale Public Library System
5959 W. Brown Street
Glendale, AZ 85302

Via VSS Online Bid System

Dear Ms. Shadle,

Thank you for the opportunity to submit our response to City of Glendale's RFP 25-40 for E-Rate Fund Year 2025 Category Two Equipment for Glendale Library. We greatly appreciate the chance to collaborate on this project and are excited about the possibility of supporting the Library's technology needs.

Advanced Network Management (ANM) is one of the fastest-growing IT consultancies in the U.S., recognized for delivering innovative solutions and personalized local service to school districts and library systems. Our team of experts specializes in designing, implementing, and supporting a comprehensive range of IT solutions, including enterprise networking, cloud infrastructure, remote workforce solutions, collaboration, cybersecurity, and structured cabling.

We are proud to be an award-winning partner with leading technology providers, such as Cisco, Palo Alto Networks, HPE/Aruba, Dell Technologies, Fortinet, Juniper Networks, Ruckus, and APC, to name a few. Our strong relationships with these manufacturers, combined with our extensive certifications, enable us to deliver cutting-edge technology solutions and serve as a trusted advisor to our clients.

At ANM, we are dedicated to providing the Library with the highest level of product knowledge, technical expertise, and tailored IT solutions that meet your unique needs. We look forward to the possibility of partnering with you on this project and are confident in our ability to deliver exceptional results.

Should you have any questions or require further clarification, please feel free to contact me at 602.326.0278 or Quaid.Jordan@anm.com.

Sincerely,

Quaid Jordan

Quaid Jordan
Account Manager

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RFP Response Workbook

Glendale ARIZONA	**City of Glendale** **Solicitation Number: RFP 25-40 / 42500057** **E-RATE FUND YEAR 2025 CATEGORY TWO** **EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE** **Procurement Division** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: Advanced Network Management, Inc.

OFFEROR ADDRESS: 1355 N. Scottsdale Road, Suite 380, Scottsdale, AZ 85257

OFFEROR SERVICE PROVIDER INFORMATION NUMBER: 143028101

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Glendale ARIZONA	**City of Glendale Solicitation Number: RFP 25-40 / 42500057 E-RATE FUND YEAR 2025 CATEGORY TWO EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302**

OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

02/14/2025	Advanced Network Management, Inc.
Date	Legal Company Name
Kurt Huegin	Vice President, Sales & Marketing
Printed Name (Authorized Signatory)	Job Title
Offeror Certifies it is a (check only one):	☐ Proprietorship ☐ Partnership ☒ Corporation
c/o quaid.jordan@anm.com	1355 N. Scottsdale Road, Suite 380
Email Address	Mailing Street Address
(602) 326-0278	Scottsdale, AZ 85257
Phone Number	City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Quaid Jordan	602-326-0278	quaid.jordan@anm.com
Contact Name	Phone Number	Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 85-0427142

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 20480621 Tax Rate: 8.05% OR ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: ***By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below.***
Failure to provide this acknowledgement will result in disqualification.

☒ Exhibit 1 – Special Notices ☒ Exhibit 2 – RFP Standard Terms and Conditions

☒ Exhibit 3 – Insurance Requirements

Authorized Signature - Print this form and sign above

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Glendale ARIZONA	**City of Glendale Solicitation Number: RFP 25-40 / 42500057 E-RATE FUND YEAR 2025 CATEGORY TWO EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302**

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. METHOD OF APPROACH

1.1 Glendale Public Library is currently using primarily Cisco equipment and software for networking. Do you certify there will be interoperability and compatibility of your proposed solution with the existing Cisco-based infrastructure at Glendale Public Library?

ANM Response:

Yes. ANM has proposed the Cisco, Palo Alto and APC equipment and software requested by the Library.

1.2 Please list the warranty for all parts/equipment. (Offeror to include response here)

ANM Response:

Cisco Catalyst 9200, 9300 and 9500 Series Switches

Cisco Catalyst 9200 and 9300 Series switches come with a Cisco Enhanced Limited Lifetime Warranty (E-LLW) that includes Next-Business-Day (NBD) delivery of replacement hardware where available and 90 days of 8x5 Cisco Technical Assistance Center (TAC) support.

Cisco CW9176 Access Points

The Cisco Wireless 9176 Series Access Points come with a limited lifetime warranty that provides full warranty coverage of the hardware for as long as the original end user continues to own or use the product. The warranty includes 5-day advance hardware replacement and helps ensure that software media are defect-free for 90 days.

Palo Alto Networks PA-460

All Palo Alto Networks products are covered by a 90 day software and 12 month hardware warranty. To take advantage of our warranty related information and updates, we encourage you to register your products through our Palo Alto Networks Support Portal (https://support.paloaltonetworks.com). Other details about your software and hardware warranty are outlined below.

Your Software Warranty

The standard warranty for software is 90 days. During the 90 day warranty period, you are entitled to all software updates (bug fixes, maintenance releases, and feature upgrades) for your particular software product. You can download the software updates through our software update portal embedded in your device web interface, or through our password-protected Palo Alto Networks support web site.

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You must create an account and register your device for access into the support portal.

Hardware Warranty

The standard warranty for our hardware is 12 months from the date of shipment. This is a 'return and repair' hardware service model. If a Return Merchandise Authorization (“RMA”) is required during the 12 month period, we will work with you to confirm the hardware problem and issue an RMA number to be used when you ship the product to Palo Alto Networks.

Hardware Return Procedures

You should obtain a RMA number for the product that you wish to return to us, Palo Alto Networks by contacting Support via telephone or by opening a case with Palo Alto Networks Support. You must ship the product in the original packaging (shipping damage that occurs from insufficient packaging is not covered), record the RMA number on the shipping label, and send the product to the specified Palo Alto Networks location. You will be responsible for all shipping costs incurred in returning the defective product. Products will be repaired (or replaced) and shipped within 10 business days from receipt of the defective product by us We will pay all costs incurred in shipping the repaired or replacement product to you, except that if you are located outside the United States, you will be responsible for any taxes, duties, fees or other charges assessed in connection with importing the repaired or replaced product into your country of destination.

Warranty and Service Model Restrictions

The applicable warranties and Service Model do not apply if the product:

- Has been altered, except by an authorized Palo Alto Networks, Inc.
- Has not been installed, operated, repaired, or maintained in accordance with the instructions supplied by Palo Alto Networks, Inc.
- Has been subjected to unreasonable physical or electrical stress, misuse, negligence, accidental damage, or damage caused by an Act of God.
- Is being used in a different country than where the original purchase or activation occurred.

Schneider Electric IT USA (APC) SMT1500RM2UCNC

The SMT UPS has a 3-year warranty, and the built-in lead-acid battery has a 2-year warranty. It is compatible with a dedicated user-replaceable battery, and the APC replacement battery cartridge helps restore UPS performance to the original specifications.

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1.3 Is your company a certified reseller of the parts/equipment offered in your response?

ANM Response:

Yes. ANM holds the following status with each manufacturer:

- Cisco Gold Partner
- Palo Alto Networks Diamond Innovator
- APC Authorized Reseller

1.4 Do you certify the equipment offered in your response is not manufactured by, nor contains any components from, the list of vendors on “The Secure Networks Act?”

ANM Response:

Yes. ANM certifies.

1.5 Attach any additional pertinent information they deem important to the selection and overall success of the project.

ANM Response:

ANM has provided all information requested by the Library.

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Glendale ARIZONA	**City of Glendale Solicitation Number: RFP 25-40 / 42500057 E-RATE FUND YEAR 2025 CATEGORY TWO EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302**

2. EXPERIENCE AND PAST PERFORMANCE

2.1 Please provide details on the last five (5) years of providing the services stated herein and your firm's experience with the provision of network equipment and participation in the E-rate program.

ANM Response:

Established in 1994, ANM is one of the rapidly expanding IT service providers in North America, renowned for its outstanding engineering expertise and enduring client associations. Our exceptional technical leadership and solid financial management are the cornerstones of our success. Moreover, we are committed to fostering deeper community involvement, which adds to our credibility and reputation.

ANM provides the critical infrastructure to simply and securely run your District. This includes networks, security, collaboration technologies, data center, cloud, and cabling. Our award-winning team designs, deploys and manages solutions that can keep you running without the headache of traditional IT infrastructure.

ANM's Network Practice provides infrastructure solutions to simply, securely connect users and devices regardless of location.

- Wired & Wireless Networks
- Data Center Networking
- Software Defined Networking
- Segmented Networks
- Cloud Networking
- Visibility, Monitoring & Management

ANM E-Rate Program

The ANM team has been responding to E-Rate Category 2 Internal Connections since 2005. We provide Category 2 Internal Connections supporting SPI or BEAR invoicing. A sampling of K12 clients include:

Arizona

- Agua Fria Union HSD 216
- Crane Elementary School District 13
- Liberty School District 25
- Maricopa Unified School District 20
- West Phoenix School District 7
- Tucson Unified School District
- The Leona Group (22 Individual Schools)

Colorado

- Adams County School District 14
- Delta County School District 50 J

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- Denver Public Library System
- Denver School District 1
- Douglas County School District RE1
- Eagle County School District RE 50 J
- El Paso County School District 49
- Littleton School District 6
- Marmot Library Network, Inc.
- Mesa Valley School District 51
- Montrose County School District, CO
- Parker Performing Arts School Consortium
- Platte Valley School District RE 7
- Roaring Fork School District RE1
- St. Vrain Valley School District RE1J
- Weld RE-4

New Mexico

- Albuquerque School District
- Gadsden ISD
- Las Cruces Public Schools
- Los Alamos Public Schools
- Lovington Municipal School District 31
- New Mexico State Library

Texas

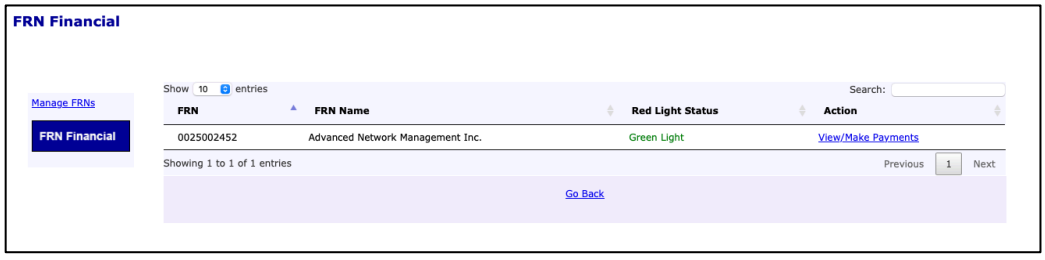
- Clint Independent School District
- El Paso Independent School District
- Socorro Independent School District

Wyoming

- Albany County School District 1
- Campbell County School District 1
- Fremont County School District 01
- Sheridan County School District 02
- Sweetwater County School District 02
- Uinta County School District 1

SPIN: 143028101 / FRN: 0025002452

Green Light Status



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2.2 Please describe how your firm maintains current knowledge of technical developments, E-rate program requirements, and related laws and practices.

ANM Response:

ANM maintains current knowledge of technical developments, E-rate program requirements, and related laws and practices through a combination of ongoing training, active participation in industry groups, and close relationships with key organizations.

Continuous Professional Development

ANM invests in ongoing training and certifications for our team members, ensuring they stay up to date on the latest technological advancements, E-rate program changes, and relevant regulations. This includes certifications from major vendors like such as Cisco, Palo Alto Networks, HPE/Aruba, Dell Technologies, Fortinet, Juniper Networks, Ruckus, and APC, and others, as well as specialized training on E-rate requirements.

Industry Engagement

ANM actively participates in industry forums, conferences, and webinars hosted by organizations such as the Funds for Learning and USAC (Universal Service Administrative Company). These platforms offer insights into program changes, new compliance requirements, and emerging technologies. ANM also engages in vendor-sponsored training to stay ahead of trends in cloud computing, networking, and cybersecurity.

E-Rate Specific Resources

ANM keeps a close watch on the E-Rate program by regularly reviewing updates published by the Federal Communications Commission (FCC) and USAC. The company subscribes to E-Rate newsletters and consults with E-Rate experts to track any modifications to the program, including eligibility guidelines, funding rules, and application processes.

Internal Knowledge Sharing

ANM encourages internal knowledge sharing through regular team meetings, where the latest developments, regulations, and technologies are discussed. The company also maintains an internal knowledge base that includes best practices, vendor updates, and legal guidelines for quick reference.

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2.3 Describe your firm's experience with the E-rate program. Be sure to indicate whether your firm has even been the subject of a "red light" and, if so, explain why your firm was the subject of a red light and how the situation was resolved.

ANM Response:

ANM has extensive experience with the E-rate program, assisting schools and libraries in securing funding for eligible Category 2 Internal Connections, Basic Maintenance and Managed Internal Broadband Services. Since 2005, ANM has helped numerous educational institutions navigate the E-rate process, ensuring compliance with FCC regulations and successfully obtaining funding for network infrastructure, hardware, and other technology-related services.

Regarding the "red light" status, ANM has never been subject to a red light under the E-rate program. The company has always adhered to the program's compliance standards and ensures that all documentation is accurate and submitted in a timely manner. ANM has established a strong track record of transparency and ethical practices when working with educational institutions, helping clients avoid potential issues that could lead to funding delays or penalties.

ANM continues to maintain close relationships with both the USAC (Universal Service Administrative Company) and the FCC, regularly updating its understanding of E-rate regulations to help clients make informed decisions and secure funding efficiently.

3. QUALITY OF PROPOSAL

3.1 Please explain how your solution offered meets the needs of the city of Glendale, Library Department.

ANM Response:

ANM has proposed the Cisco, Palo Alto and APC equipment and software requested by the Library.

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Glendale ARIZONA	**City of Glendale Solicitation Number: RFP 25-40 / 42500057 E-RATE FUND YEAR 2025 CATEGORY TWO EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302**

4. REFERENCES

Proposer must submit three references, at least one of which is a government agency for similar projects. Please indicate whether the project was done through the E-rate program.

Reference 1:

Maricopa Unified School District 20	44150 W. Maricopa Casa Grande Hwy Maricopa, AZ 85138
Ms. Christine Dickinson	520.568.5100
cdickinson@musd20.org	2024
Provide a brief summary of Services provided: E-Rate FY24 - Cisco Switches, Access Points and Installation Services.	

Reference 2:

Tucson Unified School District	1010 E. Tenth Street Tucson, AZ 85719
Mr. Rabih K. Hamadeh	520.225.6341
rabih.hamadeh@tusd1.org	FY22 E-Rate and FY25 E-Rate Awarded
Provide a brief summary of Services provided: FY22 E-Rate - Cisco Switches; FY25 - Cisco Switch and Access Point Refresh with ANM Installation Services.	

Reference 3:

Denver School District 1	1860 Lincoln Street Denver, CO 80203
Mr. Vince Bocchino	720.423.3993
vince_bocchino@dpsk12.net	FY23 E-Rate, FY21 E-Rate and FY25 E-Rate Awarded
Provide a brief summary of Services provided: FY23 - Cisco Wireless Refresh; FY21 - Cisco Switches and UPS; FY25 - Cisco Switch Refresh. All projects included ANM Installation Services.	

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Glendale ARIZONA	**City of Glendale Solicitation Number: RFP 25-40 / 42500057 E-RATE FUND YEAR 2025 CATEGORY TWO EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302**

5. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements

Section: 1.a.i. Commercial General Liability – General Aggregate $5,000,000

Exception: Vendor's General Aggregate is only $3,000,000

ANM Response:

Exhibit 2: Special Terms and Conditions

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

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MANUFACTURER SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE THE RMA PRODUCT RETURN 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.

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Glendale ARIZONA	**City of Glendale** **Solicitation Number: RFP 25-40 / 42500057** **E-RATE FUND YEAR 2025 CATEGORY TWO EQUIPMENT FOR GLENDALE LIBRARY RESPONSE WORKBOOK**	**CITY OF GLENDALE** **Procurement Division** **5970 West Brown Street, Suite 210** **Glendale, Arizona 85302**

6. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:
Attach addendum response(s) and acknowledgement(s) here.

ANM Response:
None

7. CONFLICT OF INTEREST STATEMENT:
If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT-OF-INTEREST section within Exhibit 1 for required information to be included here.

ANM Response:
Not applicable.

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ANM Fact Sheet

LEGAL ENTITY NAME:	Advanced Network Management Inc. / dba ANM Inc.
DATE FOUNDED:	1994
CORPORATE STATUS:	S Corporation
HEADQUARTERS:	4001 Jefferson Plaza NE, Albuquerque, NM 87109
WEBSITE:	www.anm.com
MAIN PHONE:	1-866-527-8822
GENERAL DESCRIPTION:	One of the fastest-growing IT consultancies in the U.S., ANM provides innovative solutions and expert local service to large and mid-sized companies. Our dedicated team designs, implements and supports IT solutions in enterprise networking, cloud, remote workforce solutions, collaboration, security, cabling, and audio visual. ANM is headquartered in Albuquerque and has offices in Denver, Scottsdale, El Paso and Casper, WY. We enjoy a 98.6% client satisfaction rating, as well as excellent employee and client retention rates.
NUMBER OF EMPLOYEES:	250+
CORPORATE OFFICERS:	Raminder Mann, Chief Executive Officer Vance Krier, Chief Technology Officer Kurt Huegin, Vice President, Sales & Marketing Wray Smith, Vice President, Service Delivery Mary Calderwood, Vice President, Finance Ben Hadary, Vice President, Legal Counsel Meralys Stephens, Vice President, Human Resources
FEDERAL ID #/FEIN:	85-0427142
DUNS:	839096247
NAICS CODES:	517810, 517121, 518210, 238210, 334112, 541513, 541519, 541512
E-VERIFY ID:	432209

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EXHIBIT B

E-Rate Fund Year 2025 Category Two Equipment

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 of this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $128,167.00.

DETAILED PROJECT COMPENSATION

See Contractor's pricing below..

Item No.	Preferred Manufacturer Name or Equivalent	Model Number (SKU)	Estimated Quantity	Total Price per Unit	Extended Price
1	Cisco or equivalent	C9200CX-8P-2X2G-E	2	$ 1,266.65	$ 2,533.30
2	Cisco or equivalent	CON-SNT-C9200C88	2	$ -	$ -
3	Cisco or equivalent	C9200L-24P-4X-E	1	$ 2,151.36	$ 2,151.36
4	Cisco or equivalent	C9200L-DNA-E-24-3Y	1	$ 324.72	$ 324.72
5	Cisco or equivalent	CON-SNT-C920024X	1	$ -	$ -
6	Cisco or equivalent	C9200L-48P-4X-E	11	$ 3,713.43	$ 40,847.73
7	Cisco or equivalent	C9200L-DNA-E-48-3Y	11	$ 596.07	$ 6,556.77
8	Cisco or equivalent	CON-SNT-C9200L4X	11	$ -	$ -
9	Cisco or equivalent	C9300L-24P-4X-A	2	$ 3,376.05	$ 6,752.10
10	Cisco or equivalent	C9300L-DNA-A-24-3Y	2	$ 1,069.92	$ 2,139.84
11	Cisco or equivalent	CON-SNT-C93004G4	2	$ -	$ -
12	Cisco or equivalent	C9300L-48P-4X-A	2	$ 4,962.99	$ 9,925.98
13	Cisco or equivalent	C9300L-DNA-A-48-3Y	2	$ 2,006.77	$ 4,013.54
14	Cisco or equivalent	CON-SNT-CA00LXL8	2	$ -	$ -
15	Cisco or equivalent	C9500-NM-8X	2	$ 2,246.30	$ 4,492.60
16	Cisco or equivalent	CW9176I-CFG	17	$ 927.77	$ 15,772.09
17	Cisco or equivalent	LIC-ENT-3YR	17	$ 203.21	$ 3,454.57
18	Cisco or equivalent	PA-460	2	$ 3,266.25	$ 6,532.50
19	Cisco or equivalent	PAN-SVC-PREMUSG-460-3YR	2	$ 2,167.10	$ 4,334.20
19	Cisco or equivalent	PWR-C1-715WAC=	3	$ 842.81	$ 2,528.43
20	Cisco or equivalent	SMT1500RM2UCNC	4	$ 1,252.33	$ 5,009.32

E-rate Eligible Price per Unit %	E-rate Ineligible Price per Unit %	Equivalent Make	Equivalent Model
100%	0%		
100%	0%	Cisco/included w/line 1	CON-SWC9200C88
100%	0%	Cisco	C9200L-24P-4X-EDU
100%	0%		
100%	0%	Cisco/included w/line 3	CON-SWC92L24PX
100%	0%	Cisco	C9200L-48P-4X-EDU
100%	0%		
100%	0%	Cisco/included w/line 6	CON-SWC92L48PX
100%	0%	Cisco	C9300L-24P-4X-EDU
100%	0%		
100%	0%	Cisco/included w/line 9	CON-SWC9300LD2
100%	0%	Cisco	C9300L-48P-4X-EDU
100%	0%		
100%	0%	Cisco/included w/line 12	CON-SWC9300LX4
100%	0%		
100%	0%		
100%	0%		
100%	0%		
100%	0%		
100%	0%		
100%	0%		