

PURCHASE ORDER CONTRACT

(State of Arizona Bid List)
Contract No. CTR059864-17

This Purchase Order Contract is made and entered into by and between the Town of Wickenburg, Arizona, a municipal corporation ("Wickenburg") and Advanced Network Management, Inc. an Arizona corporation, ("Contractor").

RECITALS:

- A. Contractor has contracted with the State of Arizona to provide Network and Telephony Equipment services or supplies pursuant to State Contract No. CTR059864-17 (the "State Contract") and any amendments approved by the State; and
- B. Pursuant to A.R.S. § 41-2631 *et seq.* and Wickenburg Municipal Code § 4-4-11, Wickenburg has authority to utilize state cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND WICKENBURG, FOR THE CONSIDERATION
HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work. Contractor shall provide the items listed in the Purchase Order(s) submitted by Wickenburg in accordance with the State Contract # CTR059864-17 documents attached hereto as **Exhibit A**.
2. Specific Requirements of Wickenburg. Contractor shall comply with all specific purchase and delivery requirements and/or options of Wickenburg, as specified in **Exhibit B** attached hereto.
3. Payment. The annual contract fee is \$65,915.88 paid monthly in the amount of \$5,492.99 as well as a one time on-boarding fee of \$7,500. Payment to the Contractor for the services or supplies provided shall be made in accordance with the price list and terms set forth in the State Contract.
4. Terms of State Contract Apply. All provisions of the State Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein.
5. Certificates of Insurance. All insurance provisions of the State Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the State Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Wickenburg with a copy of the current Certificates of Insurance required by the State Contract.
6. Term; Renewal. This Purchase Order Contract shall commence upon approval and continue through June 30, 2026 with renewal options every 12 months with Town Manager

approval. Any such renewal shall be documented in writing and signed by the Town Manager and Contractor. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

7. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) 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. Contractor also hereby agrees to indemnify and hold harmless Wickenburg, its officials, employees, and agents from any claims or causes of action relating to Wickenburg's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Wickenburg in defending such as action.

9. Data Confidentiality and Security. The Town may provide Contractor with non-exclusive, limited access to the Town's information technology infrastructure to perform the Services. The Contractor agrees to abide by all Town policies, standards, regulations and restrictions regarding access and usage of Town's information and technology resources. All Town data and technical information, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Contractor in connection with the Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in the Agreement, the Contractor shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use Town data and information. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When Town information, regardless of its format, is no longer required by Contractor to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods. In the event that data collected or obtained by the Contractor in connection with the Agreement is believed to have been compromised, Contractor shall immediately notify the Town Representative. Contractor agrees to reimburse the Town for any costs incurred by the Town to investigate potential data breaches by Contractor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“Wickenburg”

TOWN OF WICKENBURG, ARIZONA,
a municipal corporation

BG Bratcher, Mayor

Date

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

“Contractor”

ADVANCED NETWORK MANAGEMENT, INC.
an Arizona corporation

Sign: _____

Date

Name: _____

Title: _____

EXHIBIT A

CONTRACT OF STATE OF ARIZONA

Contract No. CTR059864-17 (81 pages)

Addenda (18 pages)

Current Price Lists (3 pages)

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Wickenburg
155 N. Tegner Street, Suite A
Wickenburg, Arizona 85390

Other Requirements Specific to Town:

- Certificate of Insurance
- W-9
- Town of Wickenburg Business License