

**SUPPLEMENTAL CONTRACT INCORPORATING
NASPO CONTRACT #AR3228 FOR
DATA COMMUNICATIONS PRODUCTS AND SERVICES
AND
CMAS CONTRACT #3-24-12-1022 FOR
INFORMATION TECHNOLOGY GOODS & SERVICES**

This **Supplemental Contract Incorporating the NASPO Contract #AR3228 for Data Communications Products and Services and CMAS Contract #3-24-12-1022 for Information Technology Goods and Services** (“**Contract**”) is entered into by and between the San José Unified School District (“**District**”) and Dasher Technologies, Inc. (“**Vendor**”). District and Vendor may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, District has a need for new wireless access points (“**Equipment**”), incidental installation services, and other professional services (“**Services**”) across multiple District sites to provide a technologically updated learning environment; and

WHEREAS, District desires to purchase the Equipment and Services and enter into a procurement contract with Vendor for procurement of the Equipment and Services in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process by NASPO/State of Utah to establish a national cooperative purchasing contract (“**NASPO**”), Hewitt Packard Enterprise Company (“**HP**”) was awarded and entered into Contract #AR3228 (“**NASPO Master Contract**”) that is a current and valid contract through September 30, 2026; and

WHEREAS, Vendor is an authorized partner under the NASPO Master Contract; and

WHEREAS, the NASPO Master Contract allows participating entities in the NASPO Master Contract to purchase products at prices indicated in the NASPO Master Contract and enter into supplemental agreements to further define the materials and products to be provided; and

WHEREAS, the State of California, Department of General Services (“**State**”) is a participating entity in the NASPO Master Contract and the State’s Participating Addendum to the NASPO Master Contract indicates that school districts may use the NASPO Master Contract to procure products and services under the NASPO Master Contract; and

WHEREAS, Vendor wants to provide the Equipment to the District pursuant to and consistent with the terms of the NASPO Master Contract and this Contract; and

WHEREAS, Public Contract Code section 10298, subdivision (b) authorizes the District to enter into contracts with vendors that have an existing California Multiple Award Schedule (“**CMAS**”) contract authorized by the Director of the Department of General Services (“**DGS**”) for the District to purchase goods, information technology, or services without competitive bidding pursuant to the terms of the vendor’s existing CMAS contract; and

WHEREAS, the District wishes to purchase certain Services from Vendor by availing itself of the benefits and protections of the CMAS program and entering into a contract with Vendor pursuant to CMAS Contract #3-24-12-1022 (“**CMAS Contract**”), which is valid through January 9, 2027; and

WHEREAS, the CMAS Contract incorporates General Services Administration Contract #GS-35F-170GA with Vicom Computer Services, Inc. for information technology professional services (“**GSA Contract**”); and

WHEREAS, Vendor wishes to contract to provide the District with Services, and agrees to provide the Services pursuant to the terms and conditions of the CMAS Contract consistent with the CMAS program requirements and this Contract; and

WHEREAS, the Contractor has provided the District with a quote attached hereto as **Exhibit B (“Quote”)** for the District’s purchase of Equipment and Services; and

WHEREAS, the Quote’s terms and pricing are consistent and compliant with terms and conditions of the NASPO Master Contract, CMAS Contract and GSA Contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. This Contract fully incorporates by this reference the following documents:

1.1. **For the Equipment:** NASPO Master Contract #AR3228 incorporated herein by reference or operation of law, and as may be further revised and updated during the term of this Contract, and attached hereto as:

- https://s3-us-west-2.amazonaws.com/naspovaluepoint/1564670286_AR3228%20HPE%20Data%20Communications%20Master%20Agreement.pdf
- https://s3-us-west-2.amazonaws.com/naspovaluepoint/1741699665_9PBEX%20%20WSDADC%20Price%20List%20Feb%202025.xlsx
- https://s3-us-west-2.amazonaws.com/naspovaluepoint/1730396946_PA%207-20-70-47-04%20and%20A1-A3.pdf
- https://s3-us-west-2.amazonaws.com/naspovaluepoint/1709046954_AR3228%20Contract%20Data%20Comm_comp_leted.pdf
- https://s3-us-west-2.amazonaws.com/naspovaluepoint/1578503820_HPE%20%20Authorized%20Fulfillment%20Partners.docx
- https://s3-us-west-2.amazonaws.com/naspovaluepoint/1622062695_HPE_Headquarter%20Address%20Change_6.1.2021.pdf

1.2. **For the Services:** CMAS Contract #3-24-12-1022 incorporated herein by reference or operation of law, and as may be further revised and updated during the term of this Contract, and attached hereto as **Exhibit A** and the GSA Contract #GS-35F-170GA incorporated herein by reference or operation of law, and as may be further revised and updated during the term of this Contract, and attached hereto as **Exhibit B**.

1.3. **For both the Equipment and the Services:**

- The District’s Request for Proposals for the Equipment and Services, #0071-25C.1 for Network Electronics (“**District RFP**”).
- The Quote and Scope of Work attached hereto as **Exhibit C**.
- The E-Rate Attachment, attached hereto as **Exhibit D**.

2. Vendor hereby extends to the District identical terms and conditions as those granted under the NASPO Master Contract, CMAS Contract and GSA Contract (altogether and individually referred to as the “**Master Contract**”) as explained, modified and supplemented in this Contract.

3. **Order of Precedence.** To the extent any term or condition of this Contract is inconsistent with the applicable Master Contract, this Contract shall control, especially with respect to the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms of this Contract, (ii) the terms of the E-Rate Attachment; (iii) the terms of the District’s RFP, (iv) the terms and conditions of the applicable Master

Contract (except for delivery, payment, venue, venue or jurisdiction, insurance and indemnity provisions), and (v) Vendor's Quote and Scope of Work.

4. **California Law.** Vendor shall at all times comply with applicable California Law in providing the Equipment or performing the Services and/or satisfying its obligations to the District under this Contract. The Parties further agree and acknowledge that the District is not subject to the laws of any other state specified in the applicable Master Contract.
5. **Scope of Work.** Vendor shall provide the Equipment and Services pursuant to the Scope of Work set forth in **Exhibit C**.
6. **Term.** The Parties agree that the "Term" section of the Master Contract is hereby deleted in its entirety and replaced with the following term: The term of this Contract shall begin on the Effective Date and continue until September 30, 2026. This Contract may be extended by mutual written agreement of the Parties on an annual basis to the extent permissible under the Master Contract and to the extent that the Master Contract is renewed. Either Party may terminate this Contract without cause upon thirty (30) days' prior written notice to the other Party. This Contract may be extended as agreed by the Parties in writing.
7. **Price and Payment.** District agrees to pay, and Vendor agrees to receive, **\$1,529,760.34 ("Contract Price")** for the Equipment and Services as set forth in the Quote ("**Contract Price**"). District will pay Vendor all undisputed amounts within thirty (30) days after Vendor submits an approved Invoice to the District for Equipment and Services actually provided and rendered. Vendor hereby acknowledges and certifies that the prices indicated in Quote are prices indicated and/or authorized pursuant to the applicable Master Contract.
8. **Delivery/Freight.** Vendor shall deliver the Equipment as agreed upon by the Parties in writing. Unless otherwise indicated the following conditions shall apply to the delivery of the Equipment under this Contract:
 - 8.1. The Equipment shall be delivered by Vendor at Vendor's sole expense. Packing slips must accompany all shipments. Vendor shall strictly adhere to the delivery and completion schedules specified in this Contract.
 - 8.2. Time, if stated as a number of days, shall mean calendar days unless otherwise specified.
 - 8.3. The quantities specified in the Quote are the only quantities required, unless otherwise agreed to by the Parties in writing. If Vendor delivers in excess of the quantities specified in the Quote, the District shall not be required to make any payment for the excess Equipment or materials, and may return them to Vendor at Vendor's expense or utilize any other rights available to the District at law or in equity.
 - 8.4. The risk of loss or damage to the Equipment shall not pass to the District until the District receives physical possession of the Equipment.
 - 8.5. All line items shall be delivered to the District, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by the District. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
 - 8.6. All prices in the Quote are F.O.B. destination, unpacked, assembled (if necessary) to the designated District site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials, to the extent unpacking occurs, must be removed from the site by Vendor or its agents.
9. **Insurance.** The Parties hereby acknowledge and agree that Vendor shall comply with all insurance requirements of the applicable Master Contract and shall provide the District with copies of all required insurance documents, if any required, at the time Vendor executes this Contract.
10. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "**indemnified parties**") from any and all demands, losses, liabilities, claims, suits, and actions (the "**claims**") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out

of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the District.

11. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or sent by overnight delivery service addressed as follows:

DISTRICT

San José Unified School District
855 Lenzen Ave.
San Jose, CA 95126
ATTN: Patrick Scanlan, Director of Technology and
Tracy Morrison, Director of Procurement

VENDOR

Dasher Technologies, Inc.
675 Campbell Technology Parkway Suite 100
Campbell, Ca 95008
ATTN: Angela Armstrong

12. **Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Vendor's and any subcontractor's premises to review and audit, Vendor's compliance with the provisions of this Contract ("**District's Audit Right**"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of Vendor's premises, of any and all Contract-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Vendor with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

- 12.1. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Contract. Vendor shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter.
- 12.2. Vendor shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.
- 12.3. Vendor shall include audit provisions in any and all of its subcontracts and shall ensure that provision is binding upon all subcontractors.
- 12.4. Vendor shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Vendor's Contract-related documents, records and information. The District's Audit Right and Vendor's compliance with the same, shall be at no additional cost to the District.
- 12.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Vendor not in accordance with the provisions of this Contract, Vendor shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

13. **Termination for Non-Appropriation of Funds.** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Contract, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

14. **Drug-Free / Tobacco Free / Smoke Free Policy.** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants, or contractors are to use drugs on any District site.
15. **Safety And Security.** Vendor is responsible for maintaining safety in the performance of this Contract. Vendor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Vendor is responsible for complying with, and the Contract Price includes the costs of complying with, all applicable federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety in connection with COVID-19, and/or any similar virus or derivative strain.
16. **Fingerprinting.** If Vendor will have any interaction with District's students outside of the immediate supervision and control of a student's parent or guardian or a school employee or will perform any services or work of this Contract upon a District school site on any day Monday through Friday from 7:00 AM until 4:00 PM, Vendor shall comply at all times with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Verification of compliance with this section shall be provided in writing to the District prior to each individual's performance of the services or work hereunder and prior to permitting the individual to enter upon a District school site.
17. **Release.** Vendor acknowledges that it is voluntarily and freely entering into this Contract and deciding to perform the services and work hereunder may require Vendor to enter upon and into the District's school sites ("**Premises**") and that Vendor's use of the Premises includes the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19 (collectively "**Infectious Disease**"). Vendor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Vendor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "**indemnified parties**") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Vendor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Vendor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premises for the performance of the services and work required by this Contract.
18. **Conflict of Interest.** Vendor hereby certifies that no employee, officer, agent, consultant, or subcontractor of Vendor has any financial interest or business relationship with the District, District's staff or any individual member of the District's governing board; nor does Vendor have any actual knowledge or reason to know that any such District board member(s) or staff will obtain a financial interest or present or anticipated benefit from the agreement contemplated by this Contract that would constitute a conflict of interest under California Public Contract Code section 10365.5; Government Code sections 1090 et seq. or 87100 et seq., pertaining to conflicts of interest in public contracting.
19. **General Terms and Conditions.**
 - 19.1. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
 - 19.2. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

- 19.3. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
- 19.4. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located.
- 19.5. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
- 19.6. The Parties acknowledge that this Contract is only binding once it is approved by the District's governing board.
- 19.7. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the latest date indicated below ("**Effective Date**")

Dated: _____, 2025

Dated: _____, 2025

SAN JOSÉ UNIFIED SCHOOL DISTRICT

DASHER TECHNOLOGIES, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. To comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT A
CMAS CONTRACT

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Dasher Technologies, Inc.

CMAS NUMBER:	3-24-12-1022
CMAS TERM DATES:	12/16/2024 through 01/09/2027
EFFECTIVE DATE:	12/16/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	GS-35F-170GA
BASE SCHEDULE HOLDER:	Vicom Computer Services Inc
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of Information Technology (IT) consulting services. (See pages 2 through 3 for the job titles and restrictions applicable to this CMAS.)

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

IT Consult-Data Communications
IT Consult-Database Design
IT Consult-Internet Security
IT Consult-LAN/WAN
IT Consult-Project Mgmt
IT Consult-Security Assessment
IT Consult-Strategic Planning
IT Consult-System Analysis
IT Consult-System Design
IT Consult-System Development
IT Consult-System Implement
IT Consult-System Integration
IT Consult-System Mgmt
IT Consult-System Security
IT Service-Storage Mgmt
IT Service-System Migration

AVAILABLE PRODUCTS AND/OR SERVICES

Only the following job titles are available within the scope of this CMAS:

Project Manager
Senior Architect
Senior Technical Consultant
Systems Engineer

The ordering agency must verify the following current information about the job titles available in the base schedule at the [General Services Administration \(GSA\) eLibrary](#):

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

EXCLUDED PRODUCTS AND/OR SERVICES

Temporary staffing services, staff recruiting services, and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Dasher Technologies, Inc.
675 Campbell Technology Parkway, Suite 100
Campbell, CA 95008
Attn: John Galatea**

E-mail: john.galatea@dasher.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Larry Melvin
Phone: (205) 383-7324
E-mail: larry.melvin@dasher.com
Website: www.dasher.com**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$100.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Reporting & Factsheet to be completed by the Bidder/Offeror.

1. State Agencies

State agencies are required to obtain a GenAI Reporting & Factsheet (STD 1000) from the Contractor prior to award.

If GenAI is disclosed by the Contractor, state agencies must follow the required GenAI purchase procedures outlined in State Contracting Manual (SCM) Volume 2, Chapter 23, Generative Artificial Intelligence (GenAI). State agencies must retain the STD 1000 and confirmation the purchase may proceed in their procurement file.

2. Contractor

Upon request by an ordering agency, Contractor must complete an GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Note: A STD 1000 is not required if the purchase is only for commodity types that do not include a technology or service component. Commodity purchases that would NOT be exempt include items with a technology component, including but not limited to: Bluetooth, network, cloud computing, and software use.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency’s responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency’s responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#) website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

- Search for potential CMAS contractors on the CMAS website and select “Find a CMAS Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State’s best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

INTEGRATED SERVICES

Agencies are prohibited from using CMAS for large-scale information technology system integration projects except when specifically approved by the California Department of Technology.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base schedule.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated start date, the scheduled completion date, and a fixed cost for each task. A Work Order Authorization may be submitted by the CMAS Contractor to document completion of tasks identified in the SOW; authorizing the CMAS Contract to proceed to the next documented tasks.

The combined fixed cost for all tasks establishes the fixed maximum price for all tasks as described.

1. Progress Payments

For an IT service CMAS see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

2. Outsourcing Services

Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

GC 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in GC 19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (GC 19130.b (3)).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to 9 months (1,548 hours) per consultant within a twelve consecutive month period (GC 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (GC 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in (GC 19130(b)).

3. State Personnel Board Requirements

State Personnel Board approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. Statement of Work

A Statement of Work (SOW) must be prepared as applicable for each purchase order.

5. Follow-on Contracts Are Prohibited

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (PCC 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

CONTRACTOR EVALUATIONS

Pursuant to PCC 12102.3, a post evaluation must be completed for all IT services \$500,000 and over related to an IT project as defined in the SAM 4819.2. A copy of the post evaluation and subsequent comments from the contractor must be sent to Form971@state.ca.gov. A post evaluation and contractor response pursuant to PCC 12102.3 is exempt from the Public Records Act.

Buyers must complete a Post Evaluation for IT Services Contracts (STD 971) for each completed IT services contract totaling \$500,000 or more AND related to an IT project (both delegated and non-delegated IT projects as defined by the State Administrative Manual).

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DASHER TECHNOLOGIES, INC.
CMAS NUMBER 3-24-12-1022**

8. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMarT and/or Lease SMarT). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

Travel costs are not included in the contractor's awarded hourly rates. If an agency purchase order allows for travel costs, reimbursement for contractor's personnel for travel, per diem, lodging, meals, and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635. Travel costs allowed by the agency shall be itemized separately on the purchase order.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

EXHIBIT B
GSA CONTRACT

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 - IT Facility Operation and Maintenance

FPDS Code D302 - IT Systems Development Services

FPDS Code D310 - IT Backup and Security Services

FPDS Code D311 - IT Data Conversion Services



VICOM COMPUTER SERVICES, INC.

400 Broadhollow Road

Farmingdale, NY 11735

Phone: 631.694.3900

www.vicomnet.com

Contract Number: GS35F170GA

Period Covered by Contract: 1/10/2022 – 1/9/2027

General Services Administration

Federal Supply Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded prices.

VICOM COMPUTER SERVICES, INC. GSA AWARDED PRICING (Hourly Rates) SIN 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES					
Labor Category	GSA PRICE W/ IFF 1/10/2022 – 1/9/2023	GSA PRICE W/ IFF 1/10/2023 – 1/9/2024	GSA PRICE W/ IFF 1/10/2024 – 1/9/2025	GSA PRICE W/ IFF 1/10/2025 – 1/9/2026	GSA PRICE W/ IFF 1/10/2026 – 1/9/2027
Desktop Engineer	\$73.26	\$74.72	\$76.21	\$77.74	\$79.29
Datacenter Engineer	\$117.00	\$119.34	\$121.73	\$124.17	\$126.65
Systems Engineer	\$143.44	\$146.31	\$149.23	\$152.22	\$155.26
Project Manager	\$143.44	\$146.31	\$149.23	\$152.22	\$155.26
Senior Systems Engineer	\$150.01	\$153.01	\$156.07	\$159.19	\$162.38
Senior Technical Consultant	\$175.17	\$178.67	\$182.25	\$185.89	\$189.61
Senior Architect	\$196.70	\$200.63	\$204.65	\$208.74	\$212.91

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order. **Special Item Number 54151S - \$500,000**

3. Minimum order. **\$100.00**

4. Geographic coverage (delivery area). **CONUS**

5. Point(s) of production (city, county, and State or foreign country). **N/A**

6. Discount from list prices or statement of net price. **1% from list price**

7. Quantity discounts. **None**

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions." **0% in Net 30 Days.**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin). **None**

11a. Time of delivery. (Contractor insert number of days.) **At task order level**

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

Customer may contact the Contractor for expedited delivery

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

Customer may contact the Contractor for rates for overnight and 2-day delivery

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

Customer may contact the Contractor to effect a faster delivery

12. F.O.B. point(s). **N/A**

13a. Ordering address.

**400 Broadhollow Road
Farmingdale, NY 11735**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address.

**400 Broadhollow Road
Farmingdale, NY 11735**

15. Warranty provision. **Standard**

16. Export packing charges, if applicable. **N/A**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **N/A**

18. Terms and conditions of rental, maintenance, and repair (if applicable). **N/A**

19. Terms and conditions of installation (if applicable). **N/A**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **N/A**

20a. Terms and conditions for any other services (if applicable). **N/A**

21. List of service and distribution points (if applicable). **N/A**

22. List of participating dealers (if applicable). **N/A**

23. Preventive maintenance (if applicable). **N/A**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **N/A**

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.vicomnet.com

The EIT standard can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number. **175112564**

26. Notification regarding registration in Central Contractor Registration (CCR) database.
Registered with Cage Code 6LDU1

TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

*****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES

DESCRIPTION OF IT PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance

Furnish personnel to provide services to support operations and maintenance of server, storage, network, software, virtualization, and cloud environments. Includes hardware and software recommendations, documentation and process recommendations, architecture and design services, monitoring & remediation, consulting services, overall support services and project management.

FPDS Code D302 - IT Systems Development Services:

Furnish personnel to provide IT systems and deployment services. Includes services to deploy of server, storage, network, virtualization, software and cloud environments and integrate and validate their capabilities to ensure meeting of business and overall needs. Includes hardware and software recommendations, documentation and process recommendations, architecture and design services, monitoring services, service management services, consulting services, and project management.

FPDS Code D310 - IT Backup and Security Services

Services include analysis and recommendations on disaster recovery, backup and security procedures. Analysis includes identity and access management, data security, application security, application security, infrastructure security, and security intelligence for all IT environments. Also includes architecture and design services, consulting services, implementation and support services to ensure environments are highly available and fault tolerant.

FPDS Code D311 - IT Data Conversion Services:

Furnish facilities design, systems deployment and transition/re-hosting, systems reengineering, cabling/system installation, training, acquisition support and documentation as well as migration services to convert from one IT platform (server, storage, network, virtualization, software, and cloud) to another. This can be like to like vendors (older platform to newer platform from same vendor/manufacture) or disparate platforms (one vendor/manufacture to another vendor/manufacture)

DESCRIPTION OF LABOR CATEGORIES

Desktop Engineer

Provide services around practices for desktop environments.

The skills and responsibilities include:

- Document existing hardware and software standards for desktop environments
- Integration of hardware and software and connection to network environments
- Utilize various technologies to create and manage line of business specific Windows profiles across the client's workspaces.
- Analyze business requirements and recommend technologies that will enhance availability, reliability, scalability and security.
- Work with various teams to provide a complete end user experience.
- Conduct proofs of concept and coordinate user acceptance testing of new solutions.
- Collaborate and contribute as a team member: understanding personal and team roles, contributing to a positive work environment by building solid relationships with team members, proactively seeking guidance, clarification and feedback.
- Apply enterprise vision and standards to all projects.
- Prepare detailed documentation of all engineered work and solutions.
- Knowledge of Group Policy
- Application Packaging experience: App-V
- VB and PowerShell Scripting
- Windows 7, 8 and 10 experience
- Interpersonal skills- gathering business requirements
- Coordination of UAT testing
- Ability to document all solutions

Education & Certifications

College degree or equivalent experience and IT certifications

Experience

1-2 years minimum IT experience

Datacenter Engineer

Provides reliable and secure technical operation of maintenance and security of server's environment and ensure that the Data Center environment is reliably backed according to schedule. Serve as a point of reference for other engineers and team members.

Responsibilities include:

- Support development effort in review of system hardware; software and system design to assure system requirements are met
- Participate in all system/subsystem hardware and software integration and acceptance testing
- Part of the team that sets policy; monitors; prioritizes; and develops standards; as well as maintains service levels; for the production environment
- Design; deploy; maintain and troubleshoot infrastructure for multiple production environment
- Proactively suggest alternative solutions and designs; third party tools; etc. to solve the problems at hand
- Lead and participate in the writing of system; test and test reporting documentation to assure that design and test results meet customer requirements
- Help ensure mission critical servers are available and operating 24 hours a day and 7 days a week
- Administrator servers and implement hardware and software upgrades
- Run production jobs as scheduled. Monitor all server activity for problems; diagnose and resolve problems according to procedure. Escalate problems to the appropriate levels necessary.

- Carry out system maintenance tasks on all servers as required
- Develop server operating procedures
- Participate in development of disaster recovery plans
- Provide specialized customer support in certain areas as appropriate
- Participate in email or telephone and face to face discussion; respond to any requests from other staff; and facilitate good communications amongst staff
- Share skills with server administrators and coworkers and provide guidance when needed

- Ability to work with minimal supervision and self-manage.
- Commitment to co-operative working environment.
- Good communication and time management skills.
- Work under tight constraints and deadlines.

Education & Certifications

College degree or equivalent experience and IT certifications

Experience

1-2 years minimum IT experience

Systems Engineer

The successful Systems Engineer will be responsible for providing assistance to resolve technical problems that cover a multitude of technical disciplines. Demonstrate superb technical competency, delivering mission critical infrastructure and ensuring the highest levels of availability, performance and security. Highly organized, resourceful and capable of working independently with little direction from management.

Responsibilities include:

- Configuring systems to support connectivity, performance and reliability.
- Resolve a variety of system issues including connectivity, routing, bandwidth, latency, performance degradation across all sites.
- Provide emergency response and assistance for all necessary system problems and issues.
- Provide strategic planning for the improvement of the infrastructure as they relate to needs, business continuity, and disaster recovery.
- Monitor, analyze and evaluate the performance and capacity levels of all systems. Perform minor adjustments when necessary, and plan and schedule major adjustments and modifications when warranted.
- Document and maintain accurate configuration information and infrastructure schematics of all systems and dependencies. Log all issue and work in the companies back end systems.

Responsibilities can include

- Provide remote and in-person IT support to clients as needed
- Provide IT Support relating to issues with the internal systems and network infrastructure
- Support services for multiple technologies
- Support services for virtualization technologies: VMware and Microsoft
- Technical support at the network level: WAN/LAN connectivity, routers, firewalls, security
- Administer hosted & cloud solutions, as needed
- Implementation and support of disaster recovery solutions
- Remote access solution support: VPN, Citrix and Terminal Services
- Respond to tickets from remote monitoring and management (RMM) system alerts/notifications
- Creating flowcharts, diagrams and ongoing documentation for systems and workflows
- Communicate with users and managers, keep them informed of incidents, changes, or planned outages
- Keep managers aware of issues that require escalation and escalate items in a timely manner
- Continual improvement of internal processes and procedures
- Develop methods and implement solutions which provide automation, using a combination of scripts, software and processes.
- Maintain time/expense entries, complete training, scheduled dispatches, projects, and tickets
- Review IT publications and online materials to stay up-to-date on current/future technologies

Technical Job Requirements:

- Professional experience and expertise supporting, but not limited to:
 - Virtualization technologies from VMWare or Microsoft: Installing and administration of virtualization environment, HA and DRS, security, virtual networking, resource monitoring and performance tuning

- Network connectivity and design for both LAN and WAN topologies, including: routers, firewalls and managed switches from Enterprise vendors such as Cisco, Juniper and SonicWall. This should include VLANs, WLANs, OSI Network Layers, NAT, firewall rules, routing and VPNs.
- Enterprise storage solutions: SAN and NAS support using iSCSI, FCP, FCoE and NFS
- Microsoft Windows, Microsoft Office Suite, Office 365, Mac OS
- Microsoft Exchange, Microsoft SharePoint and Microsoft Windows Server (including SBS)
- Terminal Services and Desktop Virtualization: Microsoft RDS, Citrix XenApp, Netscaler
- Various Antivirus software packages
- Mobile handheld devices, thin clients, printers and other end user devices
- Advanced Administration of Active Directory and Microsoft server technologies
- Office 365 cutover, staged and hybrid migrations
- Monitoring and maintaining computer systems and networks, server hardware and related technology
- Internet-related technologies, including: DNS, registrars, SSL/TLS, webhosting providers
- Utilize best practices and problem resolutions
- Linux systems and administration
- Unix (AIX) systems and administration

Education & Certifications

Bachelor's degree or equivalent experience and IT certifications

Experience

2 years minimum IT experience

Project Manager

Project Manager will take on the management of key projects with the goal of delivering every project on time, within budget and within scope.

Responsibilities include:

- Coordinate internal resources and third parties/vendors for the flawless execution of projects
- Ensure that all projects are delivered on-time, within scope and within budget
- Assist in the definition of project scope and objectives, involving all relevant stakeholders and ensuring technical feasibility
- Ensure resource availability and allocation
- Develop a detailed project plan to monitor and track progress
- Manage changes to the project scope, project schedule, and project costs using appropriate verification techniques
- Measure project performance using appropriate tools and techniques
- Report and escalate to management as needed
- Successfully manage the relationship with the client and all stakeholders
- Perform risk management to minimize project risks
- Establish and maintain relationships with third parties/vendors
- Create and maintain comprehensive project documentation
- Excellent client-facing and internal communication skills
- Excellent written and verbal communication skills
- Solid organizational skills including attention to detail and multi-tasking skills

Education & Certifications

Bachelor's degree plus PMP certification

Experience

5 years minimum PM experience

Senior Systems Engineer

The successful Systems Engineer will be responsible for providing assistance to resolve technical problems that cover a multitude of technical disciplines. Demonstrate superb technical competency, delivering mission critical infrastructure and ensuring the highest levels of availability, performance and security. Highly organized, resourceful and capable of working independently with little direction from management. Providing management and supervisory capabilities of other technical personnel.

Responsibilities include:

- Configuring systems to support connectivity, performance and reliability.
- Resolve a variety of system issues including connectivity, routing, bandwidth, latency, performance degradation across all sites.
- Provide emergency response and assistance for all necessary system problems and issues.
- Provide strategic planning for the improvement of the infrastructure as they relate to needs, business continuity, and disaster recovery.
- Monitor, analyze and evaluate the performance and capacity levels of all systems. Perform minor adjustments when necessary, and plan and schedule major adjustments and modifications when warranted.
- Document and maintain accurate configuration information and infrastructure schematics of all systems and dependencies. Log all issue and work in the companies back end systems.
- Managing and supervising technical resources and teams the success.

Responsibilities can include

- Provide remote and in-person IT support to clients as needed
- Provide IT Support relating to issues with the internal systems and network infrastructure
- Support services for multiple technologies
- Support services for virtualization technologies: VMware and Microsoft
- Technical support at the network level: WAN/LAN connectivity, routers, firewalls, security
- Administer hosted & cloud solutions, as needed
- Implementation and support of disaster recovery solutions
- Remote access solution support: VPN, Citrix and Terminal Services
- Respond to tickets from remote monitoring and management (RMM) system alerts/notifications
- Creating flowcharts, diagrams and ongoing documentation for systems and workflows
- Communicate with users and managers, keep them informed of incidents, changes, or planned outages
- Keep managers aware of issues that require escalation and escalate items in a timely manner
- Continual improvement of internal processes and procedures
- Develop methods and implement solutions which provide automation, using a combination of scripts, software and processes.
- Maintain time/expense entries, complete training, scheduled dispatches, projects, and tickets
- Review IT publications and online materials to stay up-to-date on current/future technologies

Technical Job Requirements:

- Professional experience and expertise supporting, but not limited to:
 - Virtualization technologies from VMWare or Microsoft: Installing and administration of virtualization environment, HA and DRS, security, virtual networking, resource monitoring and performance tuning

- Network connectivity and design for both LAN and WAN topologies, including: routers, firewalls and managed switches from Enterprise vendors such as Cisco, Juniper and SonicWall. This should include VLANs, WLANs, OSI Network Layers, NAT, firewall rules, routing and VPNs.
- Enterprise storage solutions: SAN and NAS support using iSCSI, FCP, FCoE and NFS
- Microsoft Windows, Microsoft Office Suite, Office 365, Mac OS
- Microsoft Exchange, Microsoft SharePoint and Microsoft Windows Server (including SBS)
- Terminal Services and Desktop Virtualization: Microsoft RDS, Citrix XenApp, Netscaler
- Various Antivirus software packages
- Mobile handheld devices, thin clients, printers and other end user devices
- Advanced Administration of Active Directory and Microsoft server technologies
- Office 365 cutover, staged and hybrid migrations
- Monitoring and maintaining computer systems and networks, server hardware and related technology
- Internet-related technologies, including: DNS, registrars, SSL/TLS, webhosting providers
- Utilize best practices and problem resolutions
- Linux systems and administration
- Unix (AIX) systems and administration

Education & Certifications

Bachelor's degree or equivalent experience and IT certifications

Experience

5 years minimum IT experience

Senior Technical Consultant

This position will perform information technology/operational risk-based and continuous audits. Responsibilities include assessing risks, developing audit plans and programs, performing audits, and evaluating/reporting on internal controls. In addition, the IT Senior Consultant is expected to assess processes for efficiency.

Responsibilities include:

- Use standard auditing principles to assess the performance of operating controls intended to safeguard corporate assets, and the economy/efficiency with which corporate resources are utilized.
- Perform IT general controls audits.
- Assist in evaluating materiality and risks of areas to be audited.
- Maintain the level of technical competency and due professional care required for the completion of audit assignments in accordance with auditing standards. Maintain knowledge of new technology, changing control risks, and related control techniques.
- Evaluate systems and processes for compliance with relevant existing or proposed laws and regulations, established policies, plans and procedures, and assess the effectiveness with which corporate objectives and goals are achieved.
- As required, participate in pre-and post-implementation control reviews of major system development proposals.
- Obtain and analyze data as basis for reviewing the adequacy, effectiveness, and efficiency of systems and processes.
- Plan, develop, and possibly lead less complex audits to examine and evaluate the system of internal controls and the reliability and integrity of financial and operating information.
- Assist in the development and implementation of audit plans, programs, and procedures, and review each for adequacy.
- May review and direct the work of others for sections of an audit.
- Support the business in determining how to audit “through the computer” during financial and operational audits.
- Prepare audit reports and recommend improvements to financial and operational processes; make oral and written presentations during and at the conclusion of the audit.
- Appraise the adequacy of the corrective actions taken to improve deficiencies identify during audits.

Will include the following competencies:

- Technical Skills – Demonstrates technical competency, knowledge, and professional care commensurate with completion of assignments, and an eagerness to learn and absorb new technical and industry-specific information.
- Interpersonal – Ability to cultivate strong collaborative working relationships and contacts within work group, across other company functions and with external organizations.
- Oral Communication – Listens and gets clarification; continually asks good questions and incorporates them into foundational knowledge. Demonstrates effective public speaking skills. Capable of leading meetings with business unit executives.
- Team Work – Contributes to building a positive team spirit.
- Written Communication – Writes clearly and informatively; able to read and interpret written information.

- Ethics – Treats people with respect; inspires the trust of others; demonstrated ability to successfully handle sensitive discussions, strong personal ethics commitment and demonstrated good judgment.
- Adaptability – Adapts to changes in the work environment; able to deal with frequent change, delays, or unexpected events.
- Analytic Skills – Ability to obtain, analyze, and evaluate evidentiary data to form an informed and objective opinion on the adequacy and effectiveness of the area being reviewed.
- Project Management – Demonstrates excellent analytical, project management and organizational skills. Able to manage multiple assignments proficiently. Effectively prioritizes tasks and manages time to meet established budget and milestones.
- Dependability – Follows instructions, responds to management direction; takes responsibility for own actions; keeps commitments; commits to long hours of work when necessary to reach goals.
- Professionalism – Reacts well under pressure; treats others with respect and consideration regardless of their status or position; accepts responsibility for own actions; follows through on commitments.
- Quality – Demonstrates accuracy and thoroughness; applies feedback to improve performance.

Education & Certifications

Bachelor's degree or vendor specific IT certifications

Experience

8 years minimum IT experience

Senior Architect

Understand IT challenges and current state to assist formulating IT strategies and technologies aligned with corporate objectives.

Responsibilities include:

- Leading or participating in enterprise vendor, technology, and tool selection
- Performing in a solution architect capacity for enterprise initiatives
- Facilitating complex design and technical discussions, reconciling differing opinions and driving the decision making process
- Contribute to the growth and maturity of processes
- Collect, deliver and present any industry best-practices
- Design and deliver high-quality integration solutions that satisfy project requirements and meet enterprise needs.
- Provide senior level architectural oversight on multiple IT projects simultaneously.
- Deliver and manage technology proofs of concept. Interpret the results and incorporate them into technology recommendations.
- Working knowledge of common architectural patterns, design patterns and best practices.
- Architecting and developing integrations between 3rd party applications and internally developed systems (Onsite and cloud based)
- Product evaluations and selection, buy-or-build
- Various architecture disciplines, such as security, network, operations, and data architecture
- Leadership skills to indirectly drive cross-functional teams towards common solutions

- Analyze business needs as they relate to client business objectives and creation of lean processes
- Devise technical architectures to serve the business needs of clients and create implementation plans and communicate internally and with client project team members.
- Partner with peers and client IT resources, business representatives and external platform vendors to execute the implementation plan.

Education & Certifications

Bachelor's degree or vendor specific IT certifications

Experience

10 years minimum IT experience

GSA PRICING

<p align="center">VICOM COMPUTER SERVICES, INC. GSA AWARDED PRICING (Hourly Rates) SIN 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES</p>					
Labor Category	GSA PRICE W/ IFF 1/10/2022 – 1/9/2023	GSA PRICE W/ IFF 1/10/2023 – 1/9/2024	GSA PRICE W/ IFF 1/10/2024 – 1/9/2025	GSA PRICE W/ IFF 1/10/2025 – 1/9/2026	GSA PRICE W/ IFF 1/10/2026 – 1/9/2027
Desktop Engineer	\$73.26	\$74.72	\$76.21	\$77.74	\$79.29
Datacenter Engineer	\$117.00	\$119.34	\$121.73	\$124.17	\$126.65
Systems Engineer	\$143.44	\$146.31	\$149.23	\$152.22	\$155.26
Project Manager	\$143.44	\$146.31	\$149.23	\$152.22	\$155.26
Senior Systems Engineer	\$150.01	\$153.01	\$156.07	\$159.19	\$162.38
Senior Technical Consultant	\$175.17	\$178.67	\$182.25	\$185.89	\$189.61
Senior Architect	\$196.70	\$200.63	\$204.65	\$208.74	\$212.91

EXHIBIT C
QUOTE AND SCOPE OF WORK

0071-25C.1 NETWORK ELECTRONICS RFP ERATE - Aruba Wireless Refresh

Quote #: QUO-DSH018052

Version: 5
 Date: 03/21/2025
 Expiration Date: 02/12/2025
 Payment Terms: Net 30

Angela Armstrong
 Account Executive
 angela.armstrong@convergetp.com

Dasher Technologies
 675 Campbell Technology Parkway
 Campbell, CA 95008

Bill To:

San Jose Unified School District

855 Lenzen Ave
 San Jose, CA 95126
 Patrick Scanlan

pscanlan@sjusd.org

Aruba AP-635s, AP-655s, Mounts, & 9240 Controllers

Ship To:

San Jose Unified School District

855 Lenzen Ave
 San Jose, CA 95125
 Patrick Scanlan

pscanlan@sjusd.org

Qty	Product	Product Description	Price	Ext. Price
400	R7J39A	Aruba AP-655 (US) Campus AP	\$524.64	\$209,856.00
204	S0J40A	HPE Aruba Networking AP-MNT-MP10-U	\$118.31	\$24,135.24
1648	R7J28A	Aruba AP-635 (US) Campus AP	\$403.70	\$665,297.60
8	S4K79A	HPE ANW AP-MNT-U Campus Type U Brkt Kit	\$14.10	\$112.80
2	R7H95A	Aruba 9240 (US) Campus Gateway	\$7,886.37	\$15,772.74
2	H34FNE	Aruba 5Y FC NBD Exch E/R 9240CGatewaySVC	\$8,786.20	\$17,572.40
2	R7J63A	9240 550W AC Power supply	\$156.56	\$313.12
4	JW124A	PC-AC-NA AC Power Cord (North America)	\$1.67	\$6.68
2	J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	\$315.98	\$631.96

Subtotal: \$933,698.54

Fiber Patch Cables

Qty	Product	Product Description	Price	Ext. Price
2	ADD-LC-LC-2M5OM4	2m LC to LC Aqua OM4 Duplex OFNR (Riser- Rated) Fiber Patch Cable	\$4.46	\$8.92

Fiber Patch Cables

Qty	Product	Product Description	Price	Ext. Price
2050	ADD-3FCAT6A-BE	AddOn 3ft Blue CAT 6A PVC Ethernet Cable Snagless Bubble Boot RJ-45 M/M - 3 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - Patch Cable - CM - 24 AWG - Blue - 1	\$2.45	\$5,022.50

Subtotal: \$5,031.42

Protective Enclosures - Gym APs

Qty	Product	Product Description	Price	Ext. Price
24	1016-00	Oberon Hi-Bar Surface-Mount Enclosure 1016	\$179.46	\$4,307.04

Subtotal: \$4,307.04

Converge Professional Services

Qty	Product	Product Description	Price	Ext. Price
1	Converge Professional Services	Converge Professional Services	\$499,961.00	\$499,961.00

Subtotal: \$499,961.00

Quote Summary

Description	Amount
Aruba AP-635s, AP-655s, Mounts, & 9240 Controllers	\$933,698.54
Fiber Patch Cables	\$5,031.42
Protective Enclosures - Gym APs	\$4,307.04
Converge Professional Services	\$499,961.00

Subtotal: \$1,442,998.00

Estimated tax, actual may differ: **\$86,762.34**

Total (USD): \$1,529,760.34

Payment Terms, as established or upon credit approval.

FOB Destination

Taxes, freight and other fees not included unless otherwise stated.

Returns or exchanges are at the discretion of the Manufacturer.

Order may be delivered in multiple shipments and customer agrees to pay partial payments as product is delivered.

Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM). The products sold under this quotation are subject to the terms and conditions provided by the OEM.

1. SOW Revision History

Date	By	Description of Revision
2/21/25	Melanie Michaelson/ Gary Hahn	SOW Creation
3/21/25	Melanie Michaelson	(v2) Price Adjustment

2. Summary

San Jose Unified School District (“Client”) has engaged Dasher Technologies, Inc. (“Dasher”) to refresh the vast majority of district WiFi, consisting of 2 wireless gateways, related manufacturer support, 2048 wireless Access Points (APs or WAPs), and basic wireless configuration.

Dasher will prepare the WiFi system to accept the new APs by upgrading and adding controller capacity, then physically migrating to the new AP models purchased over the course of about 2 months, as well as install protective AP cages in gymnasiums (the “Services”).

Physical Implementation Scope

The Dasher physical implementation scope is to replace existing access points with two-thousand and forty-eight (2,048) wireless access points. This includes unboxing, mounting, connecting the new devices, as well as staging the removed hardware at the district’s requested collection point(s). All work will conform to industry standards (e.g., BICSI, NEC, and manufacturer’s specifications).

System Implementation Scope

The Dasher intended approach to implementation is to wholesale update Mobility Conductor and existing 7210 controllers to version 8.10, which is required to support existing AP-225s as well as new AP-655 and AP-635, as well as the 9240 controllers; performed in advance of site AP replacements as Client scheduling and hardware availability permits. New Aruba 9240 controllers will then be added for capacity, such that schools or buildings may migrate APs one-at-a-time (or combinations thereof) by physically replacing existing APs, leaving the existing system settings intact. New controllers will be turned-up at least two weeks in advance of initial AP deployments. Once all AP-225s are migrated, the system will be updated to the latest recommended version. Dasher is aware that existing Network Access Control (NAC) must be supported by the new controllers.

44 District Sites, headquartered from 855 Lenzen Avenue, San Jose, CA 95126

This SOW shall be governed by the terms and conditions of the Master Services Agreement which can be found at: <https://www.dasher.com/wp-content/uploads/2021/04/Dasher-Master-Services-Agreement-CTS-1.pdf> (the “Agreement”). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

1. Planning and Preparation

1.1. Physical site assessment

- 1.1.1. Verify existing access point locations and confirm placement for new devices with the client.
- 1.1.2. Ensure mounts align with the requirements of the new access points.

1.2. Pre-installation planning

- 1.2.1. Create a project schedule including building deployment order and working hours.
- 1.2.2. Create a staging plan for new access points, including Dasher-provided off-site staging
- 1.2.3. Coordinate naming conventions for the access points with the Client.

- 1.2.4. Remote discovery of existing WiFi system configuration
- 1.2.5. Remote planning for WiFi system deployment
 - 1.2.5.1. Client coordinated VLANs, IP addresses

2. Physical Installation

2.1. Installation

- 2.1.1. Safely disconnect and remove all old access points.
- 2.1.2. Package removed units for disposal or return, based on client preferences.
- 2.1.3. Transport new access points to installation site locations for installation
- 2.1.4. Maintain new hardware in secure locations.
- 2.1.5. Mount new access points using provided mounting hardware.
- 2.1.6. Connect new access points to the existing structured cabling.
- 2.1.7. Install protective NEMA enclosures for the access points in the gymnasiums (twenty-four (24) Cages/Access Points) identified by Client.

2.2. Testing

- 2.2.1. Document APs which do not check in with controller.

2.3. Documentation

- 2.3.1. Record the installed site and room location, AP name, and align with serial number and MAC address of each access point.
- 2.3.2. Provide an as-built diagram showing the locations and labels of all installed devices.
- 2.3.3. Label each device as per customer's requirements.

2.4. Clean-Up

- 2.4.1. Remove all debris and packaging materials from the site.
- 2.4.2. Handover of old access points as per client instructions.

2.5. Project Reporting

- 2.5.1. Submit updates on progress and highlight any potential delays.
- 2.5.2. Attend all requested project meetings virtually or in-person.

3. System Implementation

- 3.1. Remote assist update of Mobility Conductor and existing gateways/APs to version 8.10
- 3.2. Remote assist initial configuration and integration of new controllers to network
- 3.3. Remote name APs and assign to AP-Groups based on information provided by Client
- 3.4. Remote place APs on floorplans in Aruba system
- 3.5. Remote support physical AP migration activities
- 3.6. Remote final updates to latest recommended firmware - entire system

4. System Documentation and Knowledge Transfer

- 4.1. Remote generate as-built documentation and configuration relating to the WiFi system
- 4.2. Remote knowledge transfer of new system unique to Client environment – 2 hours

Project Management

A project manager will be assigned to facilitate project success through planning, coordination, tracking, reporting, communication, and escalation as needed. In alignment with Dasher's proven project management process, the project manager will complete the following tasks:

- Conduct project kick-off meeting
- Follow up on completion of project prerequisites
- Develop workplan and timeline for in-scope activities
- Manage project communications and resource scheduling
- Distribute project status dashboard
- Conduct project status meetings and/or standups/sprint ceremonies (agile)
- Identify and track project risks and issues
- Facilitate any necessary project change requests
- Ensure project deliverables are completed and meet expectations
- Conduct closeout meeting



4. Deliverables

Deliverables	Description
Access Point Inventory and Mapping	As-built inventory list with serial numbers, MAC addresses, AP building/room location, and AP name, switch port to AP mapping
Inventory Hand-off	Inventory and signed hand receipts for all turned-over equipment
As-built WiFi System Documentation	Excel workbook containing as-built system configuration elements relative to the new WiFi system

Unless otherwise stated, any documentation deliverables shall be provided in electronic format.

5. Acceptance Criteria

All access points are installed and plugged into the network as per client requirements. System installation is completed as per listed scope. Documentation is delivered and presented.

6. Acceptance Procedure

Client shall have fourteen (14) business days from the date that work ceases in which to notify Dasher that (i) the Services provided meet Client's satisfaction or (ii) the Services do not conform with the Scope of Work, in which event, Client shall describe the specific basis for such nonconformity. If Client indicates nonconformance, the parties shall promptly meet and use good faith to resolve the issues. If Client indicates satisfaction with the Services or does not respond within the fourteen (14) day period, this engagement shall be considered complete and the Services accepted.

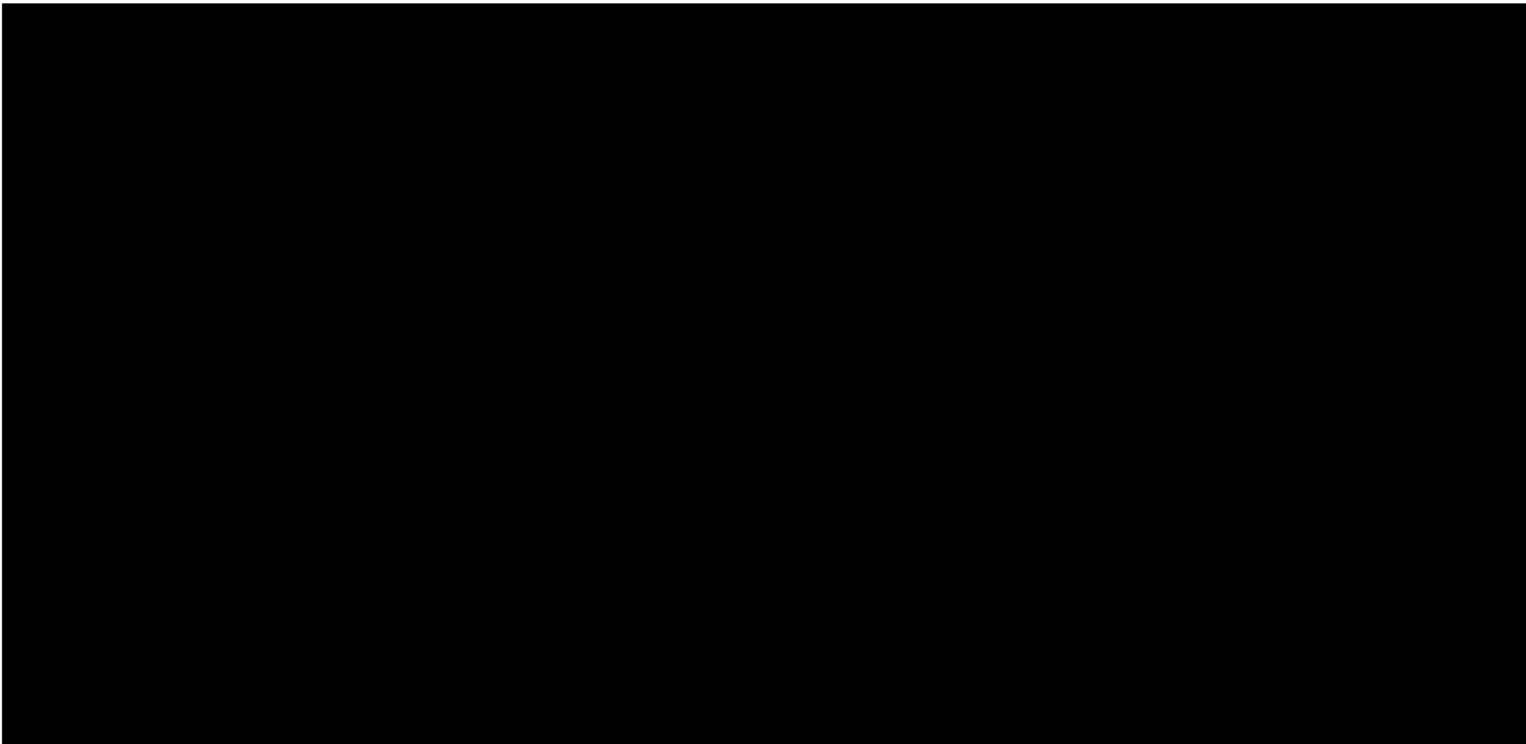


EXHIBIT D
E-RATE ATTACHMENT

E-RATE ATTACHMENT to SERVICE AGREEMENT For PROJECT 0071-25C.1 – NETWORK ELECTRONICS for SAN JOSE UNIFIED SCHOOL DISTRICT

THIS ATTACHMENT, hereafter referred to as "Attachment", is entered into by and between the San Jose Unified School District, hereinafter called "Owner", and Dasher Technologies, Inc., hereinafter called "Service Provider", and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as "Agreement". Owner and Service Provider are sometimes individually referred to as "Party" and collectively as "Parties." The terms and conditions set forth in this Attachment shall take precedent over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Scope of Work. The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No 0071-25C.1 – Network Electronics for San Jose Unified School District.**
2. Total Contract Price. As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Proposal

One million, five hundred twenty-nine thousand, seven hundred sixty dollars and thirty four cents Dollars (\$ \$1,529,760.34).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Proposal


One million, five hundred twenty-nine thousand, seven hundred sixty dollars and thirty-four cents Dollars (\$ 1,529,760.34).

3. Payment. The payment method for the agreed upon service shall be USAC's Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible to prepare and submit the Form 472 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting the Form 472,
 - a. Service Provider has performed the services that reimbursement is being requested for, and
 - b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.
4. Service Delivery. In compliance with the E-rate program rules, Parties agrees that the service(s) under the Agreement will not begin prior to July 1, 2025, or extend beyond September 30, 2026, without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.
5. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meet the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

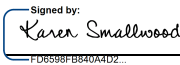
"OWNER"

San Jose Unified School District

By: 
 Name: Tracy Morrison
 Title: Director of Procurement
 Date: 03.24.2025

"SERVICE PROVIDER"

Dasher Technologies, Inc.

By: 
 Name: Karen Smallwood
 Title: Director, Contracts & Contract Governance
 Date: 3/24/2025