

**CMAS PURCHASE AGREEMENT PURSUANT TO  
CMAS CONTRACT NUMBER 3-13-70-2834G  
FOR THE PURCHASE OF TELECOMMUNICATION TECHNOLOGY GOODS AND SERVICES  
FOR DISTRICT-WIDE USE BY THE DISTRICT’S ADMINISTRATION, STAFF AND TEACHERS**

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This CMAS Purchase Agreement (“**Agreement**”) is entered into between the **San Jose Unified School District** (“**District**”) and **Presidio Networked Solutions Group, LLC** (“**Contractor**”) as of **September 7, 2024** (“**Effective Date**”). The District and Contractor may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

**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 Cisco Systems, Inc., (“**Cisco**”) telecommunications information technology goods and related supplies, equipment, and services (“**Cisco’s Telecommunications Goods and Services**”) from Contractor in a cost-effective manner and wishes to avail itself of the benefits and protections of the CMAS program by entering into a contract with Contractor pursuant to CMAS Contract Number 3-13-70-2834G attached hereto as **Exhibit A** (“**CMAS Contract**”), which is valid through June 26, 2027; and

**WHEREAS**, CMAS Contract Number 3-13-70-2834G incorporates and makes part of Contract Number 3-13-70-2834G EC America, Inc.’s, General Services Administration Contract Number GS-35F-0511T for Cisco’s Telecommunications Goods and Services (“**GSA Contract**”); and

**WHEREAS**, Cisco has updated Cisco’s End User Agreement that is part of the GSA Contract with Cisco’s Enterprise Agreement Program Terms – End Users dated March 10, 2024 (Cisco’s End User Agreement) attached hereto as **Exhibit B**; and

**WHEREAS**, Contractor wishes to contract to provide the District with Cisco’s Telecommunications Goods and Services, and agrees to provide Cisco’s Telecommunications Goods and Services pursuant to the terms and conditions of the CMAS Contracts consistent with the CMAS program requirements; and

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

**WHEREAS**, the Quote’s terms and pricing are consistent and compliant with terms and conditions of the 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 do agree as follows:

**TERMS AND CONDITIONS**

- 1. Incorporated Documents.** This Agreement fully incorporates by this reference the following documents:
  - 1.1. The CMAS Contract attached hereto as **Exhibit A**; and

- 1.2. The GSA Contract which can be located at the following website link:  
[https://www.gsaadvantage.gov/ref\\_text/GS35F0511T/0ZDSG3.3V45AR\\_GS35F0511T\\_GS-35F-0511T-5-23-2024-681107.PDF](https://www.gsaadvantage.gov/ref_text/GS35F0511T/0ZDSG3.3V45AR_GS35F0511T_GS-35F-0511T-5-23-2024-681107.PDF); and
  - 1.3. Cisco's End User Agreement attached hereto as **Exhibit B**; and
  - 1.4. The Quote attached hereto as **Exhibit C**; and
  - 1.5. Certifications attached hereto as **Exhibit D**.
2. **CMAS Terms.** To the extent any term or condition in this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the "Indemnification" provision in this Agreement which shall control over all other contradictory similar provisions in the CMAS Contract, GSA Contract, Cisco's End User Agreement or any other agreement, contract, or terms or conditions required for the purchase and use of Cisco's Telecommunications Goods and Services. The CMAS Contract shall prevail over any conflicting, new or inconsistent terms in the Quote, Cisco's End User Agreement or any other agreements, contracts or terms and conditions required by the Contractor, Cisco or any third party for the purchase and use of Cisco's Telecommunications Goods and Services.
  3. **Parties' Terms.** For the purposes of this Agreement, all references to the "State of California," "State," and/or "local government(s)" in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the "State of California," "State," and/or "local government(s)" under the CMAS Contract shall apply to the District under this Agreement and in the case of any conflict, the more permissive standard will apply.
  4. **Purchased Products.** Contractor shall provide the District with the items in the quantities identified in the Quote ("**Product(s)**") consistent with the terms of this Agreement. Contractor shall provide the Products based on the descriptions identified in the Quote, but excluding all other terms incorporated therein. Contractor shall deliver all Products at the prices indicated in the Quote, inclusive of all applicable taxes and other charges.
  5. **Product Prices.** Contractor hereby acknowledges and certifies that the prices indicated in the Quote are the prices as accepted by DGS for the identical items under the CMAS Contract or are "Not Specifically Priced" items as that term is defined by the DGS.
  6. **Delivery and Installation.** Contractor shall deliver, install, if necessary, and guarantees the District has complete and total access and use of the relevant Products at the District no later than insert September 27, 2024, or as those dates may be modified per the agreement of the Parties in writing.
  7. **Payments.** District shall pay the Contractor in an amount not to exceed **Six Hundred Sixty-Three Thousand Five Hundred Forty-Eight Dollars and Seventeen Cents (\$663,548.17)** ("**Price**") for the delivery and installation, if necessary, of the Products consistent with the pricing in the Quote, inclusive of taxes. The District shall pay Contractor all undisputed amounts within thirty (30) days after: (i) the Contractor submits an itemized statement to the District for Products actually delivered and installed; and (ii) after the District provides written approval of the Products installed.
  8. **Price Escalations.** The Price is final and firm. Fluctuations in market conditions and escalations in pricing for the Products, including, but not limited to, those based on issues related to the supply chain and/or COVID-19, are known to Contractor. The District will not entertain, and the Price is not subject to, claims by Contractor for increased costs based on market fluctuations and price escalations.
  9. **Equipment and Labor.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish and install the Products herein described.

- 10. Subcontractors.** Subcontractors, if any, engaged by Contractor for any service or work under this Agreement shall be subject to the approval of the District (“**Subcontractor(s)**”). Contractor agrees to bind every Subcontractor by the terms of this Agreement as far as such terms are applicable to Subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any Subcontractor and the District.
- 11. Independent Contractor.** While engaged in carrying out the Services, or otherwise producing or delivering the Products, required under this Agreement, the Contractor (and any Subcontractor, if applicable) is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker’s Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 12. Prevailing Wage.** Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor’s and subcontractors’ obligations and liability for violations of prevailing wage law and other applicable laws. Prevailing wage rates are on file with the District and are available to any interested party on request or at the following hyperlink:
- 13. Licensing.** Any installation services shall be performed by Contractor’s designated and approved installers that shall have valid and current licenses with the California Contractors State License Board. All labor performed at the District shall be subject to all California Labor Code, the California Building Standards Code, latest addition, the California Code of Regulations, Title 24, including amendments and all other pertinent laws and regulations pertaining to Cisco’s Telecommunications Goods and Services.
- 14. Confidentiality.**
- 14.1. All information and material which District has access to in connection with this Agreement, including, but not limited to, Contractor’s documentation, financials, marketing, sales, estimates of work, and quotations (“**Contractor’s Confidential Information**”), shall remain confidential unless otherwise authorized by Contractor in writing or required by law. All information or material which the Contractor may access in connection with this Agreement including but not limited to the District’s students, employees, personnel, guests and visitors personally identifiable information, videos, photos, and any other information protected by local, state or federal privacy laws (“**District’s Confidential Information**”) shall remain confidential, protected, and the sole property of the District unless otherwise authorized by the District in writing or required by law. Contractor shall comply with and abide by all applicable local, state, and federal privacy laws and regulations pertaining to sound, video, images, and personally identifiable information.
- 14.2. The Contractor, in the course of providing services to the District, may be provided access to records protected from disclosure by various laws, including without limitation the Family Education Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”), FERPA’s implementing regulations (34 C.F.R. §§ 99.1-99.67) (“FERPA Regulations”), Children’s Online Privacy Protection Act (15 U.S.C. § 6501, et seq.) (“COPPA”) and its implementing regulations (16 C.F.R. §§ 312.1-312.13 (“COPPA Regulations”), the California Information Practices Act (California Civil Code Section 1798 et seq.), Student Online Personal Information Protection Act (SOPIPA), California Education Code Section 49062 et seq., California Education Code Section 49073 et seq., Art. I, § 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality (collectively “Data Privacy Laws”). Contractor shall comply with any applicable

requirements of the Data Privacy Laws. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 15. Insurance.** Contractor shall have and maintain in force during the term of this Agreement, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability, with Products and Completed Operations Coverage</b>	\$2,000,000 each occurrence \$4,000,000 aggregate
<b>Automobile Liability, Any Auto, Combined Single Limit</b>	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000 each incident, disease \$2,000,000 policy limit
<b>Sexual Abuse/ Molestation</b>	\$1,000,000 each incident \$2,000,000 policy limit
<b>Cyber Liability</b>	\$2,000,000 each incident \$4,000,000 policy limit
<b>Errors and Omissions (Professional and Technology Coverage)</b>	\$2,000,000 each incident \$4,000,000 policy limit
<b>Builder's Risk (Course of Construction)</b>	Issued for the value and scope of work.
<b>Excess Liability/Umbrella</b>	\$5,000,000 policy limit

15.1. If any of the required policies provide coverage on a claims-made basis: 1. The Retroactive Date must be shown and must be before the date of the Agreement, or the beginning of any Services performed under this Agreement. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage.

15.2. An Umbrella Liability policy (or Excess Liability on a Following Form Basis) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements.

- 16. Bonds.** Contractor shall not commence the Work under this Agreement until it has submitted, and the District has approved a performance bond and payment (labor and material) bond(s), by a California admitted surety, for the full value of this Contract. These bonds shall be on the forms provided in **Exhibit D**.

**17. Force Majeure Clause.** Contractor shall be granted a non-compensable delay from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor, and that the occurrence of any such circumstance was beyond the contemplation of the Parties at the time of the execution of this Agreement. The Parties acknowledge that as of the Effective Date there are ongoing supply chain issues, and that any supply chain issues shall not constitute an event excusing performance unless the supply chain issue renders Contractor's performance of its contractual obligations commercially impracticable.

**18. Termination.** If Contractor fails to perform its obligations under this Agreement to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Contractor.

District shall also have the right in its sole discretion to immediately terminate the Agreement for its own convenience.

- 19. Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their 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, arising out of, connected with, or resulting from the performance of this Agreement 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 Contractor proposes to defend the District.
- 20. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**DISTRICT**

San José Unified School District  
855 Lenzen Avenue  
San José, CA 95126  
Attn: Purchasing and Contract Management  
Email: purchasing@sjusd.org

**CONTRACTOR**

Presidio Networked Solutions Group, LLC  
5000 Hopyard Road, Suite 188  
Pleasanton, CA 94588  
Attn: Dan Ornelas  
Email: DOrnelas@presidio.com

**21. Miscellaneous Provisions.**

- 21.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.
- 21.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
- 21.3. Each Party hereto shall bear its own costs and attorneys’ fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement. In the event that any action is brought to enforce this Agreement, each Party shall bear their own attorneys’ fees.
- 21.4. This Agreement 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 agreement shall be commenced and maintained in the county in which the District’s administrative offices are located.
- 21.5. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
- 21.6. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature of copies and facsimile/electronic versions of this Agreement shall have the same force and effect as signature of the original.

**\*\*SIGNATURES ON THE NEXT PAGE\*\***

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the later date(s) indicated below.

**San José Unified School District**

Dated:

By:

Print Name: Tracy Morrison

Title: Director of Procurement

 A blue square icon with a white border, containing the letters "PS" in a handwritten style. Above the icon is the text "DS".

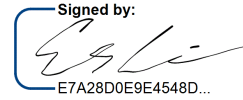
**Presidio Networked Solutions Group, LLC**

Dated: 9/20/2024

By:

Print Name: Erik Hayko

Title: Senior Contracts Manager

 A blue square icon with a white border, containing a handwritten signature. Above the icon is the text "Signed by:" and below it is the alphanumeric string "E7A28D0E9E4548D...".

 A blue square icon with a white border, containing the letters "UN" in a handwritten style. Above the icon is the text "DS".

CMAS CONTRACT NUMBER 3-13-70-2834G

EXHIBIT A



DS  
UN

Initial  
EH

Procurement Division  
707 Third Street, 2nd Floor, MS #2-202  
West Sacramento, CA 95605-2811

State of California

# MULTIPLE AWARD SCHEDULE

## Presidio Networked Solutions Group, LLC

CMAS NUMBER:	<b>3-13-70-2834G</b>
SUPPLEMENT NUMBER:	14
CMAS TERM DATES:	8/22/2013 through 6/26/2027
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE TERMS & CONDITIONS:	<a href="#">January 20, 2022</a>
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<a href="#">GS-35F-0511T</a>
BASE SCHEDULE HOLDER:	EC America, Inc.

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, electronic commerce and subscription services, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and other cloud computing services. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 6/26/2027. In addition, this supplement replaces in its entirety the existing 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. Review these provisions carefully as they have changed.

*Original Signature on File*

Effective Date: **6/27/2022**

**Bryan Dugger, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation, maintenance, and repair services.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**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.

Brand-Brocade  
Brand-Cisco  
Brand-Citrix  
Brand-Cohesity  
Brand-Commvault  
Brand-Logrhythm  
Brand-Netscout  
Brand-Tenable  
Brand-Veeam  
LAN/WAN-Component  
LAN/WAN-System  
LAN/WAN-Wireless Network  
Router-Network

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the [GSA eLibrary](http://www.gsa.gov/eLibrary) at [www.gsa.gov/eLibrary](http://www.gsa.gov/eLibrary).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, continuous diagnostics and mitigation tools, Information Technology (IT) consulting services, training courses, public works services with a requirement for State contractor licensing, and order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**Presidio Networked Solutions Group, LLC  
8161 Maple Lawn Boulevard  
Fulton, MD 20759  
Attn: Johannah Renfro**

**E-mail: [jrenfro@presidio.com](mailto:jrenfro@presidio.com)**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

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

**Contact:** Johannah Renfroe  
**Phone:** (301) 313-2017  
**E-mail:** [jrenfroe@presidio.com](mailto:jrenfroe@presidio.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. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at [www.cdtfa.ca.gov/taxes-and-fees/top500.htm](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm).

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 102206212. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this CMAS.

**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.

**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06 ([www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf)). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**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.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to PCC 2010, effective January 1, 2017, 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, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

**DELIVERY**

30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

**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. 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 ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**HOW TO USE CMAS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in SCM, Volume 2, Chapter 6 (for non-IT), SCM, Volume 3, Chapter 6 (for IT), and SCM, Volume FISCal, Chapter 5 (FISCal):

- 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, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) 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 services needed.
- 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 and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- 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.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- 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.

**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**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 ([www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx)), 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), and 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.

**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**3. Multiple CMAS Agreements on a Single Purchase Order**

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 purchase order limit identified in the CMAS.
- 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, Volumes 2 & 3, Chapter 6, 6.A5.0 and SCM, Volume FISCal, Chapter 5, 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated 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 an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in SCM, Volume 2, Chapter 6, 6.B2.9 and SCM, Volume FISCal, Chapter 5, 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**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 shall whenever practicable first consider offers from small businesses that have established CMAS (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 lists ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) 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 (a 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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

- iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
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.

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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.

**Option 2 – No Withhold Language**

During the contract term and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

**PRODUCT SUBSTITUTIONS**

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**ELECTRONIC WASTE RECYCLING**

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
 PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
 CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the [DGS OFAM surplus property website \(www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage\)](http://www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the [E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400](http://catalog.calpia.ca.gov/services/e-waste/#/) can be found at [catalog.calpia.ca.gov/services/e-waste/#/](http://catalog.calpia.ca.gov/services/e-waste/#/).

**PRODUCT INSTALLATION**

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
 PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
 CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM 4819.2.

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

See complete PCC 10298 language at [leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10298](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298)).

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding.

See complete PCC 10299 language at [leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10299](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299)).

**UPDATES AND/OR CHANGES**

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

**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 takes 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).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or 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. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**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 not transacting in FISCal, 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**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 (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 are required to utilize 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)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**8. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMar State Financial Marketplace. Buyers may contact the GS SMar Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**9. Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMar and/or Lease SMar). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and 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 SMar Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

A copy of a CMAS and supplements, if any, can be obtained at [Cal eProcure](http://Cal eProcure (caleprocure.ca.gov)) (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

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 substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**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.

**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 necessarily 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 interests, obtaining required approvals, and documenting compliance with GC 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, DGS Office of Legal Services is available to provide services.

**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC  
CMAS NO 3-13-70-2834G, SUPPLEMENT NO. 14**

**FEDERAL DEBARMENT**

When federal funds are being 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**

The Travel provision is not applicable to this CMAS.

**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.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT**

To view the [DGS Accessibility Policy](http://www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility), please visit [www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility](http://www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility).

# CISCO'S END USER AGREEMENT

## EXHIBIT B



Cisco Confidential

# Cisco Enterprise Agreement Program Terms - End Users

These Cisco Enterprise Agreement Program Terms – End Users (“EA Program Terms”) are Supplemental Terms to the General Terms and apply when You Order Cisco Offers through the Cisco Enterprise Agreement (the “EA Program”). Capitalized terms, unless defined in this document, have the meaning in the General Terms.

## 1. Program Overview

- 1.1 **EA Program.** The EA Program provides You access to certain Software, Cloud Services and Services offered as Suites and Add-Ons.
- 1.2 **Applicable Terms.** These EA Program Terms together with the applicable Enrollment Descriptions and End User Information Form (“**EUIF**”) govern the EA Program and supplement the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program (“**Purchased Suites**”). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

## 2. Purchases and Adjustments

- 2.1 **Ordering.** All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You may purchase Suites under the EA Program after Cisco has received the EUIF signed by Your authorized representative listing (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You can then place an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source. Your first Order under the EA Program must meet the minimum requirements for the EA Program (“**Initial EA Order**”). You may purchase Suites or Add-ons after Your initial purchase in an Enrollment only through the Approved Source that sold the initial Suite within that Enrollment.
- 2.2 **Subsequent Purchases.** You may purchase additional Suites and Add-Ons by submitting a new EUIF and Order to the Approved Source. Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 **Separate Purchases.** The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms for End Users or through a separate license purchase: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, (ii) Suites and Add-Ons purchased after Your Initial EA Order which You choose not to co-terminate with the Initial EA Order, or (iii) Embedded Software delivered within the last 12 months of or after the end of the EA Term.
- 2.4 **Services.** Basic Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and End User Terms. Higher levels of Services may be available for You to purchase as described in documentation provided to You at the time of purchase.
- 2.5 **Payment Obligations and Growth.** The Approved Source relies on the information You provide in the EUIF to establish the EA Commitment. During the Suite Term, Your EA Commitment may increase as a result of increases in Use or Your purchase of additional Suites or Add-Ons.



- (a) True Forward. “**True Forward**” is Cisco’s periodic review and prospective billing process for increases in Use above Your then-current Entitlement. Cisco will conduct a True Forward review at the annual anniversary of the Initial EA Order. At a True Forward review, if Your Use is greater than Your then-current Entitlement for the measured Purchased Suite, then (i) You will be invoiced and will pay for all charges for such increased Use for the remainder of the Suite Term, and (ii) Your Entitlement for that Purchased Suite will be adjusted on a going-forward basis to the increased Use level.
- (1) Initial Growth Cap. If Your Use of the Purchased Suite at any time during the first six months of the Suite Term exceeds 105% of Your initial Entitlement (“**Initial Growth Cap**”), then Cisco has the right to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Use over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Suite or Add-On on a going-forward basis to the increased Use level.
- (2) Growth Allowance. Certain Suites (as specified in the Enrollment Descriptions) are eligible for a set amount of free growth (“**Growth Allowance**”) after the first six months of the Suite Term. For eligible Suites, at the time of Your next True Forward invoice, Cisco will charge Your Approved Source for increased Use above Your initial Entitlement (which may have already increased up to 105% during the first six months) less any specified Growth Allowance.
- 2.6 **Value Shift.** Value Shift is only available for certain Suites. If You purchase a Suite that is eligible for value shift (as specified in the Enrollment Descriptions), then during a True Forward review, the residual value of any purchased but unused licenses in the applicable Purchased Suite will automatically be applied to offset fees for increased Use of other licenses within the same Suite.
- 2.7 **Price Predictability.** True Forward charges will be based on not-to-exceed pricing as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.8 **Responsibility for Affiliates.** Your payment obligation will be based on the EA Commitment by You and any Participating Affiliates. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Participating Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of Participating Affiliates to ensure compliance with the EA Program.

### 3 Term and Termination

- 3.1 **EA Term.** These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order (“**EA Term**”).
- 3.2 **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, or as specified in the order with the Approved Source, unless terminated in accordance with section 3.3 below.
- 3.3 **Termination.**
- (a) Either party may terminate these EA Program Terms or a Purchased Suite if the other party materially breaches the Applicable Terms and that party does not cure the breach within 30 days of written notice of the breach. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may suspend Your access to the EA Program (including Use of specific Suites or Add-Ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
- (b) Other than as provided in this section 3 and to the extent permitted by law, these EA Program



Terms and any Orders accepted under these EA Program are non-cancellable and may not be terminated.

### 3.4 Consequences of Termination or Expiration of a Suite Term.

- (a) Upon expiration of the Suite Term or termination pursuant to Section 3.3(a), all rights to Use the affected Suites and Add-Ons, and the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
- (b) If You terminate for Cisco's uncured material breach of these EA Program Terms, Cisco will provide a refund to the Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
- (c) If Cisco terminates for Your uncured material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.

## 4 Delivery, Tax, and Customs

- 4.1 **Delivery.** Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Cisco hardware ("Hardware") will be made available to You and Your Affiliates at the address provided with the purchase order for the Hardware. For purchases of Hardware You must use the EA Tool during the setup of Your Cisco Enterprise Agreement.
- 4.2 **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may be deducted from the purchase price of the related Hardware from Cisco to Your Approved Source. If You are required to pay an importation fee, Your jurisdiction may use the value of both the Hardware and Embedded Software to calculate the importation fee and related duties. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the Hardware.

## 5 Interpretation

- 5.1 **Order of Precedence.** If there is a conflict between these EA Program Terms, EUIF, Enrollment Description, and the End User Terms, the order of precedence for any Purchased Suite is: the EUIF, the Enrollment Description, these EA Program Terms, and then the End User Terms.
- 5.2 **Assignment & Transfer.** Neither these EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- 5.3 **Entire Agreement.** These EA Program Terms together with the applicable Enrollment Descriptions, End User Terms, and EUIF constitute the entire agreement between the parties concerning the purchase of Cisco Technology and Services under the EA Program and supersede all prior oral or written communications between the parties.



6 Definitions

Term	Meaning
<b>Add-On</b>	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite, as described in the Buying Program Offer Descriptions.
<b>Applicable Terms</b>	The EA Program Terms, Enrollment Descriptions, EUIF and End User Terms, as described in Section 1.2.
<b>Cisco EA Tool</b>	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.
<b>EA Commitment</b>	The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Use.
<b>Embedded Software</b>	Software that is delivered on newly purchased Hardware.
<b>End User Terms</b>	As specified in the Enrollment Descriptions: (i) For Cisco Software and Cloud Services, the <a href="#">General Terms</a> (including applicable Offer Descriptions), or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the applicable <a href="#">Service Descriptions</a> .
<b>Enrollment</b>	A standardized grouping of Suites and optional Add-Ons. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, Cisco Services, and Cisco Collaboration Flex Plan each represent an Enrollment
<b>Enrollment Description</b>	The description of EA Program features applicable to the Software, Cloud Services and Services in an Enrollment.
<b>Entitlement</b>	The type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).
<b>EUIF</b>	The End User Information Form for the Purchased Suite.
<b>Meter</b>	The unit of measurement for Use of the Suites and Add-Ons. The applicable Meters are set forth in the Enrollment Descriptions.
<b>Participating Affiliates</b>	Your Affiliates whose Meter counts are included on the EUIF.
<b>Services</b>	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.
<b>Suite</b>	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
<b>Suite Start Date</b>	With respect to each Purchased Suite, the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.
<b>Use</b>	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.
<b>You or Your</b>	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program, as identified in the EUIF.



# End User Information Form For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan Enrollment or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) an authorized representative of the End User must complete this form in its entirety and sign it. Your signature is required on this form prior to receiving access to the EA Program.

This form will be used ensure that You understand the terms of use that apply to Your Flex Plan. You will then be required to place an Order for the Purchased Suite(s) according to the process set forth in Your purchasing agreement with the Approved Source.

## End User Overview

End User Information	
<b>Full Legal Name of the End User Organization (e.g., company, government entity)</b>	San Jose Unified School District 908 Technology
<b>Address of End User’s principal place of business</b>	855 Lenzen Ave Rm 100 San Jose, CA 95126 USA

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which You are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
<b>Participating Affiliate(s)</b>
<input checked="" type="checkbox"/> None <input type="checkbox"/> Only listed Participating Affiliates (to be recorded immediately below)
<b>Participating Affiliates</b>



### Cisco Collaboration Flex Plan Enrollment

Your Suite(s) purchased under the Flex Plan
<p>You will have access to the Software and/or Services in the Suite(s) you purchase, as identified in any Orders You place through Your Approved Source. Any additional purchases can be made by placing an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.</p>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Cisco Collaboration Webex Suite Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Webex Customer Experience Essentials</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Meetings Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Calling Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement</li> <li><input checked="" type="checkbox"/> Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector</li> <li><input type="checkbox"/> Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Enterprise Agreement - Webex for Government</li> <li><input type="checkbox"/> Cisco Collaboration Enterprise Agreement Webex for Defense</li> </ul>

### End User Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER’S BEHALF AND THAT THE INFORMATION PROVIDED IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE TERMS AND CONDITIONS ABOVE WILL APPLY IF AN ORDER IS PLACED.

End User Organization	
<b>Full Legal Name of the End User Organization (e.g., company, government entity) You Represent</b>	San Jose Unified School District 908 Technology
<b>Last Name, First Name</b>	Morrison, Tracy
<b>Title</b>	Director, Procurement
<b>Date</b>	
<b>End User Authorized Representative Signature</b>	

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# Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites under the Cisco Collaboration Flex Plan and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites listed below, and for any particular Suite You purchase, You may select any or all of the available licenses listed. Purchasing a particular Suite does not give You access to licenses in another Suite.

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex Suite</b>	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex App	Cloud Service		
	Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars	Cloud Service		
	Webex Customer Experience Essentials	Cloud Service		
	Webex Events (formerly "Socio")	Cloud Service	Cisco Webex Events OD; General Terms	

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex Customer Experience Essentials</b>	Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Meetings Enterprise Agreement</b>	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		



Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Calling Enterprise Agreement</b>	Webex App	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling or Webex Calling Dedicated Instance	Cloud Service		
	Webex Customer Experience Essentials	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Cisco Unified Partner Hosted Communications Manager Calling	Software		
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement</b>	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker; Student
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement</b>	Webex Calling	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Enterprise Agreement - Webex</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker



<b>for Government</b>	Webex Calling - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex App - Webex for Government	Cloud Service		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling - Webex for Government	Cloud Service		
	Webex App - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Enterprise Agreement Webex for Defense</b>	Cisco Meeting Server	Cloud Service	Cisco Collaboration Webex for Defense OD; General Terms	Deployed Knowledge Worker
	Cisco IL5 Hosted Unified Communications Manager HCS-D	Cloud Service		



# Supplemental Terms and Conditions for Collaboration Flex Plan Enrollment

## Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers. Your Orders through an Approved Source must reflect accurate Knowledge Worker counts for You and Your Participating Affiliates. Knowledge Worker count additions can be made through subsequent Orders.

**“Deployed Knowledge Worker”** means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with a license as specified in the Offer Description i.e., the applicable desk phone, Jabber client, Webex App, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured or subject to a True Forward as specified below.

**“Knowledge Worker”** means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

**“Student”** means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count when you place an Order through an Approved Source.

## Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the Order.

## Purchasing Additional Suites

During the Suite Term, You may purchase an additional Cisco Collaboration Flex Plan Suite by placing an Order according to the process set forth in Your purchasing agreement with the Approved Source.

## Included Entitlements & Option for Add-On Purchases

Some entitlements (e.g., Common Area, Device Registration, Webex Events) may be included in Your Enterprise Agreement at fixed quantities as either recurring or one-time allotments. Details of these included entitlements can be found in the respective data sheets. If additional quantities are needed for those entitlements, purchase is required. The respective data sheets also describe optional add-on features and benefits that are not necessarily included in a particular entitlement but may be purchased separately (e.g., Speechview, Real-Time Translation).

## Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew (a **“Renewal Suite Term”**) unless: (a) You elect on the Order not to auto-renew; or (b) at least 45 days before the end of then-current Suite Term, You notify the Approved Source or Cisco of Your intention not to renew the Purchased Suite. If You notify only the Approved Source, the Approved Source must in turn notify Cisco within 30 Days of this intent. If the Growth



Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count as previously ordered. If the Growth Allowance has been exceeded, the Purchased Suite will renew the current plus incremental Deployed Knowledge Worker count for the remainder of the Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

### Downturn for Cisco Collaboration Webex Suite

“**Downturn**” only applies to Cisco Collaboration Webex Suite that includes Cisco Webex Calling (A-FLEX-EA-SUITE) and is not applicable to other Suites in Your Enrollment (e.g., Cisco Collaboration Webex Customer Experience Essentials, Webex Suite including On-Premises Unified Communications Manager Calling or Webex Suite for FedRAMP).

“**Downturn**” is defined as an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of Your business that causes a reduction of Your Knowledge Workers by 20% or more.

After the first 12 months of the Suite Term, upon proof of an applicable event, You have the ability to reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite Enrollment by up to 20% of Your then-current Entitlement, if such reduction is: a) attributed to Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the minimum requirement of 250 Knowledge Workers. You may request only one Downturn reduction for the Collaboration Webex Suite during the Suite Term. If You reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite due to Downturn, You may be required to provide Cisco with a revised order. No refunds or credits will be provided for any services that have been delivered and/or invoiced.

### Collab Flex True Forward Provision

- (a) This provision describes the True Forward operation for Collaboration Flex Plan Enrollment only and supplements the EA Program Term True Forward provision above (Section 2(d)(i)). In the event of any inconsistency between the EA Program Term True Forward provision and this provision, this provision controls.
- (b) Cisco performs a True Forward for the Purchased Suites on each anniversary of the True Forward Effective Date. The “True Forward Effective Date” is date on which you first enroll in Program Terms with a True Forward provision. On the last day of the 11th lifecycle month, if You have exceeded the initial Entitlement plus Growth Allowance, the Approved Source will charge You for the Consumption above the initial Entitlement plus Growth Allowance through the remainder of the Suite Term. On each subsequent last day of the 11th lifecycle month of the Suite Term, the Approved Source will check for any Consumption above the previous year’s Entitlement plus Growth Allowance and charge for additional consumption on the True Forward Anniversary Date and through the remainder of the Suite Term.
- (c) True Forwards can also occur if the peak number of Deployed Knowledge Workers exceeds five times (5x) Your then-current EA Entitlement plus Growth Allowance at any time. In this case, the Entitlement is subject to an immediate reset such that it would charge You for the Consumption above the Entitlement plus Growth Allowance through the remainder of the Term.
- (d) Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement plus Growth Allowance for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the True Forward order: the unit price less any applicable discount or incentives multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the Order for each Purchased Suite.
- (e) If the Entitlement plus any applicable Growth Allowance is exceeded in the final year of the Suite Term as measured on the last day of the 11th lifecycle month, Cisco may charge a fee.



### Growth Allowance

This provision discusses Growth Allowance for Collaboration Flex Plan Enrollment and supplements the EA Program Term Growth Allowance provision above (Section 2.5(a)(2)).

For Cisco Collaboration Flex Plan:

The Growth Allowance for the Cisco Collaboration Flex Plan is 20%. During the Suite Term, You may Use up to 120% of the initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

For Cisco Collaboration Webex Suite and Cisco Collaboration Webex Customer Experience Essentials:

The Growth Allowance for each of the Cisco Collaboration Webex Suite and Cisco Collaboration Webex Customer Experience Essentials is 15%. During the Suite Term, You may Use up to 115% of the initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

### Value Shift

Value shift is not available for Purchased Suites under the Cisco Collaboration Flex Plan.

### Support Services

The basic Support Services are set forth in the applicable Offer Description.



CONTRACTOR'S QUOTE



QUOTE:

2003224408381-05

DATE:

09/16/2024

PAGE:

1 of 3

**TO:** San Jose Unified School District  
 Patrick Scanlan  
 855 Lenzen Avenue  
 San Jose, CA 95126  
  
 pscanlan@sjusd.org  
 (p) (408) 535-6000  
 (f) (408) 535-2330

**FROM:** Presidio Networked Solutions Group, LLC  
 Dan Ornelas  
 5000 Hopyard Rd  
 Suite 188  
 Pleasanton, CA 94588  
  
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 (p) +1.415.501.9011

**BILL TO:** San José Unified School District  
  
 Technology Services, Suite 201  
 855 Lenzen Avenue  
 San José, CA 95126

**SHIP TO:** San José Unified School District  
  
 Technology Services, Suite 201  
 855 Lenzen Avenue  
 San José, CA 95126

**Customer#:** SANJO003

**Contract Vehicle:** California CMAS 3-13-70-2834G Brocade, Cisco, Citrix, Cohesity, Commvault, Netscout, Tenable, and VEEAM

**Account Manager:** Dan Ornelas

**Inside Sales Rep:** Megan Watkins

**Title:** Consolidated Flex Renewal 57.8 Months

**Comments:** Total of Quote # 2003224408381-05 + Quote # 2003224411773-01 = \$663,548.17

#	Part #	Description	Unit Price	Qty	Ext Price
<b>A-FLEX-3</b>		<b>Remaining Term:</b> 56.83333333333333 months	<b>Billing Model:</b> Annual	<b>Subscription ID:</b> Sub324794	
		<b>Auto-Renewal Term:</b> Do Not Renew	<b>Requested Start Date:</b> 10/06/2024		
1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
<b>Recurring Charges</b>					
2	A-FLEX-P-ER	Emergency Responder Smart License (1)	\$0.00	6300 Users for 56.83333333333333 months	\$0.00
3	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	\$0.00	500 Users for 56.83333333333333 months	\$0.00
4	A-AUD-TOLLIDIALIN	Meetings Toll Dial-In Audio (1)	\$0.00	500 Each for 56.83333333333333 months	\$0.00
5	A-FLEX-P-UCXN	Unity Connection Smart License (1)	\$0.00	2520 Users for 56.83333333333333 months	\$0.00
6	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	4620 Users for 56.83333333333333 months	\$0.00
7	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	\$0.00	1 Users for 56.83333333333333 months	\$0.00
8	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	100800 Users for 56.83333333333333 months	\$0.00
9	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	2600 Each for 56.83333333333333 months	\$0.00



**QUOTE:**

**2003224408381-05**

DATE:

09/16/2024

PAGE:

2 of 3

10	A-FLEX-P-EA	On-Premises Smart License - EA (1)	\$0.00	2520 Users for 56.83333333333333 months	\$0.00
11	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	4620 Users for 56.83333333333333 months	\$0.00
12	A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1)	\$0.00	1 Users for 56.83333333333333 months	\$0.00
13	A-FLEX-P-ACC	Access Smart License (1)	\$0.00	420 Users for 56.83333333333333 months	\$0.00
14	A-FLEX-SRST-E	SRST Endpoints (1)	\$0.00	4200 Users for 56.83333333333333 months	\$0.00
15	A-SW-EXPWY-14X-K9	Expressway Version 14.2.5 Restricted Software	\$0.00	1 Each for 56.83333333333333 months	\$0.00
16	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	\$0.00	420 for 56.83333333333333 months	\$0.00
17	A-AUD-VOIP	Included VoIP (1)	\$0.00	1 Each for 56.83333333333333 months	\$0.00
18	A-FLEX-SME-S	Session Manager (1)	\$0.00	1 Users for 56.83333333333333 months	\$0.00
19	A-FLEX-P-CA	Common Area Smart License (1)	\$0.00	1050 Users for 56.83333333333333 months	\$0.00
20	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	4620 Users for 56.83333333333333 months	\$0.00
21	A-FLEX-MSUITE-ENT	Cloud Meetings Entitlement	\$0.00	2100 Users for 56.83333333333333 months	\$0.00
22	A-FLEX-EDU-CUST	Education Customer	\$0.00	1 Each for 56.83333333333333 months	\$0.00
23	A-FLEX-EAPL	EntW On-Premises Calling	\$4.51	2100 Each for 56.83333333333333 months	\$538,268.50
24	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	2500 Users for 56.83333333333333 months	\$0.00
25	A-FLEX-AUM-E	AU Meetings for Education	\$4.00	500 Users for 56.83333333333333 months	\$113,666.67

**Recurring Annual Charges: \$137,652.00**

**Total Recurring Charges: \$651,935.17**



**QUOTE:**

2003224411773-01

DATE:

09/16/2024

PAGE:

1 of 3

**Customer#:** SANJO003

**Contract Vehicle:** California CMAS 3-13-70-2834G Brocade, Cisco, Citrix, Cohesity, Commvault, Netscout, Tenable, and VEEAM

**Account Manager:** Dan Ornelas

**Inside Sales Rep:** Megan Watkins

**Title:**

**Comments:**

#	Part #	Description	Unit Price	Qty	Ext Price
<b>A-SPK-EDU</b>		<b>Initial Term:</b> 1 months	<b>Billing Model:</b> Annual	<b>Subscription ID:</b> Sub324794	
		<b>Auto-Renewal Term:</b> Do Not Renew	<b>Requested Start Date:</b> 09/07/2024		
1	A-SPK-EDU	Collaboration Flex Plan for Education	\$0.00	1	\$0.00
<b>Recurring Charges</b>					
2	A-SPK-EDUEC-CM-M	Cloud Meetings	\$1.34	2100 Users for 1 months	\$2,814.00
3	SVS-SPK-SUPT-BAS	Basic Support for Cisco Spark	\$0.00	1 EA for 1 months	\$0.00
4	A-SPK-EMP-RMSTG-X	Included file storage (1)	\$0.00	100400 GB for 1 months	\$0.00
5	A-SPK-VOIP	Included VoIP (1)	\$0.00	1 Each for 1 months	\$0.00
6	A-SPK-EMP-WXSTG-X	Included Cisco WebEx Storage	\$0.00	50 GB for 1 months	\$0.00
7	A-SPK-ND-SR-X	Cisco Spark Devices upfront purchase registration	\$0.00	3024 Users for 1 months	\$0.00
8	A-SPK-M3MCTCECSC	Cloud Meetings/Cloud User Message Entitlement	\$0.00	14520 Users for 1 months	\$0.00
9	A-FLEX-P-TPRM-11X	Telepresence Room v11 License (1)	\$0.00	21 Users for 1 months	\$0.00
10	A-FLEX-P-COMMON11X	Common Area v11 License (1)	\$0.00	420 Users for 1 months	\$0.00
11	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	\$0.00	105 Users for 1 months	\$0.00
12	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	\$0.00	1 Users for 1 months	\$0.00



**QUOTE:**

2003224411773-01

DATE:

09/16/2024

PAGE:

2 of 3

13	A-FLEX-TMS-PAK	TMS Product Authorization Key (1)	\$0.00	1 Users for 1 months	\$0.00
14	A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	\$0.00	2940 Users for 1 months	\$0.00
15	A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	\$0.00	1 Users for 1 months	\$0.00
16	A-FLEX-CME	Communications Manager Express (1)	\$0.00	210 Users for 1 months	\$0.00
17	A-FLEX-CUE-IVR	Unity Express with Interactive Voice Response (1)	\$0.00	5 Users for 1 months	\$0.00
18	A-FLEX-P-ER-11X	Emergency Responder v11 License (1)	\$0.00	2520 Users for 1 months	\$0.00
19	A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	\$0.00	8 Users for 1 months	\$0.00
20	A-FLEX-P-UCXN-11X	Unity Connection v11 License (1)	\$0.00	2520 Users for 1 months	\$0.00
21	A-FLEX-CUCILYNC	CUCILYNC (1)	\$0.00	252 Users for 1 months	\$0.00
22	A-FLEX-TMS-250USR	TMS 250 System License (1)	\$0.00	11 Users for 1 months	\$0.00
23	A-FLEX-CUE-VM	Unity Express with VoiceMail (1)	\$0.00	210 Users for 1 months	\$0.00
24	A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	\$0.00	1 Users for 1 months	\$0.00
25	A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	\$0.00	1 Users for 1 months	\$0.00
26	A-FLEX-TMS-SN	TMS Serial Number (1)	\$0.00	1 Users for 1 months	\$0.00
27	A-FLEX-P-UCM-11X	Unified Communications Manager v11 License (1)	\$0.00	2520 Users for 1 months	\$0.00
28	A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	\$0.00	8 Users for 1 months	\$0.00
29	A-FLEX-ER-11X-K9	Emergency Responder SW Bundle v11 (1)	\$0.00	1 Users for 1 months	\$0.00
30	A-FLEX-EXP-KEY	Expressway Release Key (1)	\$0.00	5 Users for 1 months	\$0.00
31	A-FLEX-JABBER	Jabber (1)	\$0.00	1050 Users for 1 months	\$0.00
32	A-FLEX-SRST-EP	SRST Endpoints (1)	\$0.00	1 Users for 1 months	\$0.00
33	A-FLEX-EXP-ROOM	Expressway Room Registration (1)	\$0.00	21 Users for 1 months	\$0.00
34	A-FLEX-P-ESS-11X	Essential v11 License (1)	\$0.00	210 Users for 1 months	\$0.00
35	A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	\$0.00	16 Users for 1 months	\$0.00



**QUOTE:**

2003224411773-01

DATE:

09/16/2024

PAGE:

3 of 3

36	A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	\$0.00	8 Users for 1 months	\$0.00
37	A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	\$0.00	16 Users for 1 months	\$0.00
38	A-FLEX-SME-11X	Session Manager v11 (1)	\$0.00	840 Users for 1 months	\$0.00
39	A-FLEX-SW-11X-K9	On-Premises & Partner Hosted Calling SW Bundle v11 (1)	\$0.00	1 Users for 1 months	\$0.00
40	A-SPK-EDUEC-PCALL	On-Premises Calling	\$4.19	2100 Users for 1 months	\$8,799.00
<b>Total Recurring Charges:</b>					<b>\$11,613.00</b>
<b>Total:</b>					<b>\$11,613.00</b>
Grand total for both quotes = \$651,935.17 + \$11,613.00					<b>Grand Total: \$663,548.17</b>

**EXHIBIT D  
CERTIFICATIONS**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Pursuant to the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, one (1) of the three (3) boxes below **must** be checked, with the corresponding certification provided, and this form shall be attached to the agreement between the **San Jose Unified School District (“District”)** and **Presidio Networked Solutions Group, LLC (“Contractor”)** for CMAS purchase of Cisco’s Telecommunications Goods and Services (“**Agreement**”):

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section 45125.1. Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [N/A], [N/A] at [N/A]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**Tuberculosis Certification.** The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

**COVID-19 Certification.** The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

**Lobbyist Certification.** The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

**Conflict of Interest Certification.** The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 9/20/2024

Proper Name of Contractor: **Presidio Networked Solutions Group, LLC**

Signature:  Signed by:  
E7A28D0E9E4548D...

Print Name: Erik Hayko

Title: Senior Contracts Manager

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: 9/20/2024

Proper Name of Contractor: **Presidio Networked Solutions Group, LLC**

Signed by:  
Signature:   
E7A28D0E9E4548D...

Print Name: Erik Hayko

Title: Senior Contracts Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

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**IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Presidio Networked Solutions Group, LLC (“Contractor”) shall complete **ONLY ONE** of the following three paragraphs.

- 1. Contractor’s total Price for Cisco’s Telecommunications Goods and Services under this Agreement is less than one million dollars (\$1,000,000).  
**OR**
- 2. Contractor’s total Price for Cisco’s Telecommunications Goods and Services under this Agreement is one million dollars (\$1,000,000) or more, but Contractor is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Contractor is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  
**OR**
- 3. Contractor’s total Price for Cisco’s Telecommunications Goods and Services under this Agreement is one million dollars (\$1,000,000) or more, but the District has given prior written permission to SHI to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 9/20/2024

Proper Name of Contractor: **Presidio Networked Solutions Group, LLC**

Signature:   
Print Name: Erik Hayko

Title: Senior Contracts Manager

**RUSSIAN SANCTIONS CERTIFICATION**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, you must also provide a written response to the District, in addition to this certification, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind the Contractor to this certification, and I certify that the Contractor is compliant with the Federal Order and the State Order.

Date: 9/20/2024

Proper Name of Contractor: **Presidio Networked Solutions Group, LLC**

Signature:  Signed by:  
E7A28D0E9E4548D...

Print Name: Erik Hayko

Title: Senior Contracts Manager