



Contract Number

SAP Number

Innovation and Technology Department

Department Contract Representative	Jeremiah Thomas
Telephone Number	909-388-0641
Contractor	Presidio Networked Solutions Group, LLC
Contractor Representative	Chris Sanchez
Telephone Number	925-568-2457
Contract Term	August 25, 2026 – August 24, 2029
Original Contract Amount	\$9,000,196
Amendment Amount	NA
Total Contract Amount	\$9,000,196
Cost Center	1201404048
Grant Number (if applicable)	NA

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain equipment, software and service; and

WHEREAS, the County conducted a competitive process to find Presidio Networked Solutions Group, LLC (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide software licensing for Networking Infrastructure, Application Infrastructure, Security, Collaboration, and Professional Services through the following Cisco software products including, but not limited to: Umbrella SWG/DNS, DNA Software, Cloud Networking, Meraki, Full Stack Observability, Zero Trust, Cloud and Network Security, Security Platforms, Webex Suite, and LCS Services and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Cisco: Cisco Systems, Inc.

A.2 Contract: This agreement, as executed by and between the parties.

B. CONTRACTOR RESPONSIBILITIES

Provide software licensing for Networking Infrastructure, Application Infrastructure, Security, Collaboration, and Professional Services through the following Cisco software products including, but not limited to: Umbrella SWG/DNS, DNA Software, Cloud Networking, Meraki, Full Stack Observability, Zero Trust, Cloud and Network Security, Security Platforms, Webex Suite, and LCS Services. Provide Cisco Systems, Inc. software subscriptions, licensing, software support, and associated professional services for the County's enterprise network, datacenter, wireless, cloud, cybersecurity, identity, observability, and collaboration platforms. Covered technologies include, but are not limited to, Cisco Catalyst DNA, Nexus Data Center Networking, Meraki Cloud Networking, Cisco Secure Firewall, Cisco Secure Access (SIA), Cisco Multicloud Defense, Cisco Identity Services Engine (ISE), Cisco Duo, Cisco Secure Network Analytics, Cisco ThousandEyes, Cisco Talos Incident Response, Cisco Security Cloud Control, Cloud Management and Logging, Cisco Embedded Support Services, Enterprise Agreement Support, and Cisco Professional and Lifecycle Services.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to

work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Chief Innovation Officer of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees

or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports. Notwithstanding the foregoing, third party product orders cannot be cancelled for convenience unless permitted by the manufacturer.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer

or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 RESERVED

C.45 RESERVED

C.46 Iran Contracting

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 RESERVED

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the

provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 RESERVED

C.50 RESERVED

C.51 RESERVED

C.52 RESERVED

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 RESERVED

D. TERM OF CONTRACT

This Contract is effective as of August 25, 2026 through August 24, 2029. The Contract may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 The County will provide Contractor with item description, item number/SKU, and the requested license quantities.

F. FISCAL PROVISIONS

F.1 The maximum amount of reimbursement under this Contract shall not exceed \$9,000,196, of which \$0 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all

Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

- F.2** Reimbursement will be based on attached budget (Attachment A) unless changed and the method of approved change.
- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** **RESERVED**
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services provided by Contractor under this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for

County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STATUTORY OR OTHERWISE (ANY LEGAL THEORY), EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY LAW, EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR WITH RESPECT TO CONTRATOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNTS PAID OR OWED BY COUNTY TO CONTRACTOR FOR THE PRODUCTS AND/OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the

completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000

covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

H.1 Upon prior written notice and no more than once per year, the County, State and Federal government shall have absolute right to review and audit during business hours all directly relevant records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County to the extent that services are not disrupted.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract. County shall notice Contractor of any material breach and Contractor shall have 30 days to correct such breach or a shorter time period as mutually agreed between the Parties. Presidio will begin correction of any material breach immediately and work diligently until completion.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

I.2.1 Withhold funds pending duration of the breach; and/or

I.2.2 Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or

I.2.3 Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed reasonably proper by the County. Any direct and documented expenses incurred which were above the original SOW cost. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Innovation and Technology Department
851 East Cooley
Colton CA 92324*

*Presidio Networked Solutions Group, LLC
5000 Hopyard Road
Suite 188
Pleasanton CA 95488*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated

by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

M. WARRANTY; WARRANTY DISCLAIMERS.

EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. ALL THIRD PARTY PRODUCTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITH THE APPLICABLE CISCO-PROVIDED WARRANTY(IES). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ANY AND ALL CISCO WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO COUNTY. CONTRACTOR SERVES AS A SINGLE POINT OF CONTACT BETWEEN CISCO AND COUNTY TO ENFORCE SUCH PASSED THROUGH WARRANTIES, IF ANY. COUNTY AGREES THAT ANY SOFTWARE PRODUCTS PROVIDED TO COUNTY UNDER THIS AGREEMENT WILL CARRY THE WARRANTY PROVIDED BY CISCO AND CONTRACTOR MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

B
y _____
Deputy

Presidio Networked Solutions Group, LLC

(Print or type name of corporation, company, contractor, etc.)

B
y ► _____
(Authorized signature - sign in blue ink)

Kim Dukes

Name _____
(Print or type name of person signing contract)

Title Revenue Operations Director

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold, Supervising Deputy County Counsel	►	►
Date _____	Date _____	Date _____

ATTACHMENT A



QUOTE: 2003226605642-07
DATE: 07/30/2026
PAGE: 1 of 8

TO: San Bernardino County- ITD
 David Robbins
 670 E Gilbert Street
 San Bernardino, CA 92415

 david.robbs@itd.sbcounty.gov
 (p) 909-388-5553
 (f) (909) 388-8480

FROM: Presidio Networked Solutions Group, LLC
 Chris Sanchez
 5000 Hopyard Rd
 Suite 188
 Pleasanton, CA 94588

 csanchez@presidio.com
 (p) +1.925.568.2457

Customer#: COUNT221
Contract Vehicle: California County of San Bernadino Terms and Conditions
Account Manager: Chris Sanchez
Inside Sales Rep: Jacob Gutierrez
Title: SBC ITD - EA Renewal (3 Yr)
Comments: Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

 36 Month Term
 No Auto-Renewal
 Annual Billing in the amount of \$2,814,879.23

 By purchasing this quote customer agrees to the terms and conditions governing end user use located at:
<https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>

#	Part #	Description	Unit Price	Qty	Ext Price
EA3-M		Initial Term: 36 months Auto-Renewal Term: Do Not Renew	Billing Model: Annual Requested Start Date: 09/01/2026		
1	EA3-M	Cisco EA 3.0 BUNDLE	\$0.00	1	\$0.00
2	E3-N-AS	Cisco DNA Switching	\$0.00	1	\$0.00
3	E3-N-NW	Meraki - Network Infrastructure	\$0.00	1	\$0.00
4	E3-N-DCN	Cisco Data Center EA for Data Center Networking	\$0.00	1	\$0.00
5	E3-N-CS	Meraki - Camera Systems	\$0.00	1	\$0.00
6	E3-N-CNS-CW	Cisco Networking Wireless Suite	\$0.00	1	\$0.00
7	E3-N-CNS-CS	Cisco Networking Switching EA 3.0 LIC and support	\$0.00	1	\$0.00
8	E3-A-TE	ThousandEyes	\$0.00	1	\$0.00
9	E3-TE-SERVICES	ThousandEyes Subscription Services	\$0.00	1	\$0.00
10	E3-A-SK-SECLD-S	EA3 Apps - Splunk Cld Platform with Std Success Plan	\$0.00	1	\$0.00
11	E3-SEC-SFW	Security EA 3.0 Cisco Secure Firewall	\$0.00	1	\$0.00
12	E3-SEC-DUO-ADV	Cisco EA 3.0 - Duo Advantage edition (formerly Access)	\$0.00	1	\$0.00
13	E3-SEC-ISE	Security EA 3.0 Identity Service Engine	\$0.00	1	\$0.00
14	E3-SEC-NWCDA	Security EA 3.0 Cisco Secure Network & Cloud Analytics	\$0.00	1	\$0.00
15	E3-SEC-CTIR	Cisco EA 3.0 - Security - CTIR Suite	\$0.00	1	\$0.00
16	E3-SEC-SECACCESS-A	Cisco EA 3.0 Secure Access Advantage	\$0.00	1	\$0.00
17	E3-SECA-A-SVS2	Cisco Services Portfolio: Cisco Secure Access Adv SW STD	\$0.00	1	\$0.00
18	E3-SEC-MCD-P	Cisco MultiCloud Defense Premier	\$0.00	1	\$0.00

19	E3-MCD-PRE-SVS2	Cisco Services Portfolio: MCD Premier SW Standard	\$0.00	1	\$0.00
20	E3-SEC-FWM	Cisco EA 3.0 Security Cloud Control Firewall Management	\$0.00	1	\$0.00
Recurring Charges					
21	E3N-C9400-A	C9400 CISCO DNA EA Advantage	\$166.38	7 Licenses for 36 months	\$41,927.76
22	E3N-C9300X2-A	C9300X 24-port CISCO DNA EA Advantage	\$26.02	27 Licenses for 36 months	\$25,291.44
23	E3N-C93001-A	C9300 24-port CISCO DNA EA Advantage	\$26.02	37 Licenses for 36 months	\$34,658.64
24	E3N-C96001-A	C9600 DNA Advantage	\$323.68	8 Licenses for 36 months	\$93,219.84
25	E3N-C93002-A	C9300 48-port CISCO DNA EA Advantage	\$48.81	58 Licenses for 36 months	\$101,915.28
		Credit Name: Prior Purchase Subscription Residual Credit Type: Recurring Credit Applicable at Renewal: No	(\$159.05)	1 for 36 months	(\$5,725.80)
26	E3N-AS-S	Cisco Support Basic for EA DNA Switching	\$0.00	1 Licenses for 36 months	\$0.00
27	E3N-C9400-E	C9400 CISCO DNA EA Essentials	\$47.52	10 Licenses for 36 months	\$17,107.20
28	E3N-C9300L1-E	C9300L 24-port CISCO DNA EA Essentials	\$7.90	18 Licenses for 36 months	\$5,119.20
29	E3N-C9300L2-E	C9300L 48-port CISCO DNA EA Essentials	\$14.50	9 Licenses for 36 months	\$4,698.00
30	E3N-C93002-E	C9300 48-port CISCO DNA EA Essentials	\$14.50	147 Licenses for 36 months	\$76,734.00
31	E3N-C93001-E	C9300 24-port CISCO DNA EA Essentials	\$7.90	6 Licenses for 36 months	\$1,706.40
32	E3N-C9200L2-E	C9200L 48-port CISCO DNA EA Essentials	\$14.50	3 Licenses for 36 months	\$1,566.00
33	E3N-C92002-E	C9200 48-port CISCO DNA EA Essentials	\$14.50	8 Licenses for 36 months	\$4,176.00
34	E3N-C92001-E	C9200 24-port CISCO DNA EA Essentials	\$7.90	8 Licenses for 36 months	\$2,275.20
35	E3N-C9200CX2-E	C9200CX 12-port CISCO DNA EA Essentials	\$3.95	3 Licenses for 36 months	\$426.60
36	E3N-C9200L1-E	C9200L 24-port CISCO DNA EA Essentials	\$7.90	1 Licenses for 36 months	\$284.40
37	E3N-MX-XL-E	Meraki MX X-Large Essentials EA 3.0 LIC and Support	\$234.00	2 Licenses for 36 months	\$16,848.00
38	E3N-MS-100-S-E	Meraki MS100 Small Essentials EA 3.0 LIC and Support	\$1.81	1 Licenses for 36 months	\$65.16
39	E3N-MS-300-L-E	Meraki MS300 Large Essentials EA 3.0 LIC and Support	\$25.20	1 Licenses for 36 months	\$907.20
40	E3N-MX-S-E	Meraki MX Small Essentials EA 3.0 LIC and Support	\$14.40	104 Licenses for 36 months	\$53,913.60

41	E3N-MG-E	Meraki MG Essentials EA 3.0 LIC and Support	\$13.68	26 Licenses for 36 months	\$12,804.48
42	E3N-MS-100-M-E	Meraki MS100 Medium Essentials EA 3.0 LIC and Support	\$3.96	5 Licenses for 36 months	\$712.80
43	E3N-MR-E	Meraki MR Essentials EA 3.0 LIC and Support	\$4.50	539 Licenses for 36 months	\$87,318.00
44	E3N-Z-E	Meraki Z Essentials EA 3.0 LIC and Support	\$5.41	4 Licenses for 36 months	\$779.04
45	E3N-N9300-XF-A	DCN FIXED 10G XF Advantage	\$281.39	6 Licenses for 36 months	\$60,780.24
46	E3N-DCN-S	Cisco Support Standard for Data Center Networking	\$0.00	1 Licenses for 36 months	\$0.00
47	E3N-N9300-GF-A	DCN FIXED 1G Advantage	\$113.31	4 Licenses for 36 months	\$16,316.64
48	E3N-N9500-M4-A	DCN MODULAR 4 SLOT Advantage	\$724.88	2 Licenses for 36 months	\$52,191.36
49	E3N-N9500-M816-A	DCN MODULAR 8-16 SLOT Advantage	\$966.50	2 Licenses for 36 months	\$69,588.00
50	E3N-MV-E	Meraki MV Large Essentials EA 3.0 LIC and Support	\$7.20	1 Licenses for 36 months	\$259.20
51	E3N-CW-E	Cisco Wireless Essentials EA 3.0 LIC and Support	\$4.96	1 Licenses for 36 months	\$178.56
		Credit Name: Ramp Adjustments Credit Type: Recurring Credit Applicable at Renewal: No	(\$0.60)	1 for 36 months	(\$21.60)
52	SVS-E3S-EAEMB	Cisco Support Basic for Cisco Network Subscription	\$0.00	1 Each for 36 months	\$0.00
53	E3N-CS-AC1-M-A	Cisco Switching Advantage EA 3.0 LIC Access Tier 1 Medium	\$33.26	1 Licenses for 36 months	\$1,197.36
		Credit Name: Ramp Adjustments Credit Type: Recurring Credit Applicable at Renewal: No	(\$4.00)	1 for 36 months	(\$144.00)
54	SVS-E3S-CS-EAEMB	Cisco Support Basic for Cisco Network Subscription	\$0.00	1 Each for 36 months	\$0.00
55	E3A-TE-UNITS	Cisco ThousandEyes - ThousandEyes Units	\$0.66	5050 for 36 months	\$119,988.00
		Credit Name: Prior Purchase Subscription Residual Credit Type: Recurring Credit Applicable at Renewal: No	(\$88.31)	1 for 36 months	(\$3,179.16)
56	E3A-TE-USERS	Cisco ThousandEyes - End User Monitoring Advantage	\$11.24	150 Users for 36 months	\$60,696.00
		Credit Name: Prior Purchase Subscription Residual Credit Type: Recurring Credit Applicable at Renewal: No	(\$44.68)	1 for 36 months	(\$1,608.48)
57	E3A-TE-S	Cisco Support Basic for EA Thousand Eyes	\$0.00	1 Licenses for 36 months	\$0.00
58	E3A-TE-INSIGHTS	Cisco ThousandEyes - Internet Insights (per package)	\$2,136.75	1 Licenses for 36 months	\$76,923.00
		Credit Name: Prior Purchase Subscription Residual Credit Type: Recurring Credit Applicable at Renewal: No	(\$292.71)	1 for 36 months	(\$10,537.56)

59	E3A-TE-SHR	Advisory Service Support (5 hours)	\$102.09	4 Each for 36 months	\$14,700.96
60	E3A-SK-SE-CD-ENC-S	Splunk Cloud Subscription - Enc Std GBday	\$27.67	250 for 36 months	\$249,030.00
61	E3-CX-SK-SUP-ST	SVCS Portfolio Splunk Standard Success Plan	\$0.00	1 Users for 36 months	\$0.00
62	E3S-SFW-FPR2110T	Security EA 3.0 FPR2110 Threat Defense Threat, Malware,URL	\$2,138.76	3 Each for 36 months	\$19,248.84
63	E3S-SFW-FPR4245T	Security EA 3.0 FPR4245 Threat Defense Threat, Malware,URL	\$103,906.80	2 Each for 36 months	\$623,440.80
64	E3S-SFW-FPR4125T	Security EA 3.0 FPR4125 Threat Defense Threat, Malware,URL	\$40,030.92	2 Each for 36 months	\$240,185.52
65	E3S-SFW-FPR4215T	Security EA 3.0 FPR4215 Threat Defense Threat, Malware,URL	\$51,516.00	2 Each for 36 months	\$309,096.00
66	E3S-SFW-FPR9K-48T	Security EA 3.0 FPR9K SM-48 TD Threat, Malware, URL	\$72,931.68	6 Each for 36 months	\$1,312,770.24
67	E3S-SFW-FPRTD-V	Security EA 3.0 Firepower TD Virtual Threat, Malware,URL	\$1,324.08	2 Each for 36 months	\$7,944.48
68	E3S-SFW-FPR2130T	Security EA 3.0 FPR2130 Threat Defense Threat, Malware,URL	\$5,833.81	1 Each for 36 months	\$17,501.43
69	E3S-SFW-FPR1120T	Security EA 3.0 FPR1120 Threat Defense Threat, Malware,URL	\$1,028.88	1 Each for 36 months	\$3,086.64
70	E3S-SFW-FPR2120T	Security EA 3.0 FPR2120 Threat Defense Threat, Malware,URL	\$3,889.08	1 Each for 36 months	\$11,667.24
71	SVS-E3S-SFW-B	Cisco Support Basic for Cisco Secure Firewall	\$0.00	1 Devices for 36 months	\$0.00
72	E3S-DUO-ADV	Security EA3.0-Duo Advantage edition (formerly Access)	\$47.16	7500 Users for 36 months	\$1,061,100.00
73	SVS-E3S-DUO-B	Cisco Support Basic for Duo	\$0.00	1 Devices for 36 months	\$0.00
74	E3S-ISE-PRM	Security EA 3.0 ISE Premier Subscription	\$4.07	20000 Licenses for 36 months	\$244,200.00
75	E3S-ISE-ESS	Security EA 3.0 ISE Essentials Subscription	\$0.47	7500 Licenses for 36 months	\$10,575.00
76	SVS-E3S-ISE-B	Cisco Support Basic for ISE	\$0.00	1 Devices for 36 months	\$0.00
77	E3S-NW-FLOW	Security EA 3.0 Stealthwatch Flow Rate	\$2.16	132000 Each for 36 months	\$855,360.00
78	SVS-E3S-NWCAL-B	Cisco Support Basic for Secure Network & Cloud Analytics	\$0.00	1 Devices for 36 months	\$0.00
79	E3-SEC-CTIR-SVS1	Cisco EA 3.0 Security - Cisco Talos Incident Response	\$0.00	1 Each for 36 months	\$0.00
80	E3-SEC-C-CTIR	Cisco EA 3.0 Security - Cisco Talos Incident Response	\$21.19	160 for 36 months	\$122,054.40
81	E3S-SA-SIA-ADV	Security EA 3.0 Cisco Secure Internet Access Advantage	\$31.52	13500 Users for 36 months	\$1,276,560.00

		Credit Name: Secure Access 1Year Free Offer 3YR - 12 months - Ramp Plan 1 Credit Type: Recurring Credit Applicable at Renewal: No	(\$9,453.75)	1 for 36 months	(\$340,335.00)
82	E3-CX-SECA-A-T2SWE	Cisco Support Standard for Cisco Secure Access Adv	\$10,237.78	1 EA for 36 months	\$368,560.08
83	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	\$0.00	1 Each for 36 months	\$0.00
84	E3S-MCD-P	Security EA 3.0 Cisco Multicloud Defense Premier	\$75.60	59 for 36 months	\$160,574.40
85	E3-CX-MCDP-T2SC1	Cisco Support Standard for MCD Premier	\$1,101.17	1 EA for 36 months	\$39,642.12
86	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	\$0.00	1 Each for 36 months	\$0.00
87	E3S-FWM-BASE	Security EA 3.0 Cloud Management for Firewall Tenant	\$900.00	1 for 36 months	\$2,700.00
88	E3S-FWM-ML-FP1120	Security EA 3.0 Cloud Management and logging for FPR1120	\$394.95	1 Devices for 36 months	\$1,184.85
89	E3S-FWM-ML-FP2110	Security EA 3.0 Cloud Management and logging for FPR2110	\$894.61	3 Devices for 36 months	\$8,051.49
90	E3S-FWM-ML-FP2130	Security EA 3.0 Cloud Management and logging for FPR2130	\$2,507.26	1 Devices for 36 months	\$7,521.78
91	E3S-FWM-ML-FP4125	Security EA 3.0 Cloud Management and logging for FPR4125	\$15,190.99	2 Devices for 36 months	\$91,145.94
92	SVS-E3S-FWM-ST	Cisco Support Basic for Security Cloud Control - FWM	\$0.00	1 Each for 36 months	\$0.00
Recurring Annual Charges:					\$2,579,641.07
Total Recurring Charges:					\$7,738,923.21
Total:					\$7,738,923.21
EA3-M	Initial Term:	36 months	Billing Model:	Annual	
	Auto-Renewal Term:	Do Not Renew	Requested Start Date:	09/01/2026	
93	EA3-M	Cisco EA 3.0 BUNDLE	\$0.00	1	\$0.00
94	E3-LCS-SVS	SVCS Portfolio Cisco Professional Services	\$0.00	1	\$0.00
Recurring Charges					
95	E3-CX-LCS-OP	SVCS Portfolio PS Outcome Services	\$18,532.50	1 Each for 36 months	\$667,170.00
96	E3-CX-LCS-OPS	SVCS Portfolio PS Outcome Scale	\$41.18	26 Each for 36 months	\$38,544.48
Recurring Annual Charges:					\$235,238.16
Total Recurring Charges:					\$705,714.48
Total:					\$705,714.48
97	PSS-EXCITE-T1	Fixed Fee Tiered Excite Enablement https://information.presidio.com/excite-enablement	\$0.00	1.0000	\$0.00
			Sub Total:	\$8,444,637.69	
			Grand Total:	\$8,444,637.69	

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THIS QUOTE.

IF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS (BOARD) HAS APPROVED A CONTRACT FOR THE GOODS AND/OR SERVICES BEING PROVIDED UNDER THIS PURCHASE ORDER, AND THE CONTRACT CONTAINS ADDITIONAL AND/OR DIFFERENT TERMS THAN THOSE LISTED IN THE PURCHASE ORDER, THE TERMS OF THE BOARD APPROVED CONTRACT WILL PREVAIL.

Providing goods and/or services pursuant to this Purchase Order reflects Vendor's acknowledgment of, and agreement to be bound by, the following Terms and Conditions:

1. **INVOICES:** Invoice each purchase order separately. Items on this purchase order must not be billed with those on other purchase orders. No charge for packing or drayage will be allowed except when specified on order and evidenced by a copy of the freight bill attached to the invoice. A freight bill must accompany invoices whenever freight charges are prepaid and added to the invoice. Purchase order number and consignee must be clearly shown on all invoices, shipping documents, shipments, correspondence, and related papers.
2. **PAYMENTS:** Payments shall be made, upon submission of itemized invoices of the prices stipulated, for supplies delivered and accepted or service rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made when authorized by the Purchasing Agent.
 Note: To expedite payment of the invoice, mail or email the invoice to the "Bill To" address shown on the purchase order promptly, and include the purchase order number on the invoice.
 If for any reason, an over-payment is made, we require prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.
3. **DEFICIT REDUCTION ACT OF 2005, SECTION 5032 IMPLEMENTATION:** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program (Medi-Cal), providers must comply with the False Claims Act Employee Training and Policy Requirements in 1902 (A) of the Social Security Act (42 USC 1396 (A) (68)), set forth in that subsection and as the Federal Secretary of Health and Human Services may specify.
4. **INSPECTION:** All materials and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the County premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.
6. **CHANGES:** This purchase order may, at any time, by written order, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this purchase order, by invoice, shipping documents or other communication, shall be binding upon the Purchasing Agent unless accepted in writing.
7. **VARIATIONS-QUANTITIES:** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except pursuant to written change order so authorizing, and no change in cost shall be valid unless so ordered.
8. **TERMINATION:** This purchase order may be terminated in whole or in part at the end or during any fiscal year by written notice to Vendor for any reason including insufficient funding. Such termination shall be effective in the quantity, manner, and time specified in such notice and the County shall be liable at the stipulated price for only such materials and/or services as have been delivered, and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination, and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.
9. **LIABILITY:** The County shall not be responsible for any damages that may be claimed by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damage to any property of the Vendor or that may arise or result at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, proximately, by reason of, or in the course of carrying out this purchase order. The Vendor shall assume full responsibility for the result of any claim arising under this purchase order, and the Vendor shall indemnify, defend, and hold harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this purchase order.
10. **DELAYS-DAMAGES:** In the event the Vendor fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, the Purchasing Agent may, by written notice, order the Vendor to cease further deliveries and may hold the Vendor liable for any damage caused the County by reason of such delay. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Purchasing Agent.
11. **COMPLIANCE:** The articles covered by this purchase order or contract must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA and applicable Safety Data Sheets.
12. **ELECTRONIC FUNDS TRANSFERS:** Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
13. **CONTRACTOR'S LICENSE:** Unless otherwise qualified, Vendor agrees for the period of any agreement formulated that a total price more than \$500.00 for any public work requires an active Contractor's License Number. It is the Vendor's responsibility to make sure that their license is active, valid and on file with the department to which the services are being provided. If Contractor is not licensed as required, Contractor will not be paid for any work performed in violation of this requirement.
14. **INSURANCE:** County self-insures goods upon title of goods being transferred to County. Prior to commencement of work, Certificates of Insurance shall be delivered and approved by the County Department to which products or services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of the Terms and Conditions attached hereto and may be treated as a material breach of this agreement. The required insurance policies shall have coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. Additional or other insurance may be required by addendum.
15. **PREVAILING WAGE:** Where labor is required for public works as part of any requirements covered by this purchase order and as such is defined by the California Labor Code, Vendor shall pay no less than the applicable prevailing wages specified.
16. **COMPLIANCE WITH LAWS:** Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold the County, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.
17. **NONDISCRIMINATION:** By acceptance of this purchase order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States and the State of California. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of contract and the County through the Purchasing Agent may determine to cancel, terminate or suspend the purchase order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the purchase order, the County shall at its option and in lieu of cancellation, termination or suspension of this purchase order, be entitled to liquidated damages pursuant to California Civil Code section 1671 of the greater of ten percent (10%) of the purchase order amount or One Thousand Dollars (\$1000).
18. **GOVERNING LAW AND VENUE:** This purchase order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this purchase order, and further agrees and consents that venue for any action shall be exclusively in the San Bernardino County, California.
19. **ASSIGNMENT AND DELEGATION:** Vendor shall not assign its rights or delegate its duties under this purchase order without County's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of this purchase order. The Purchasing Agent may immediately cancel or terminate the purchase order.



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20. MOST FAVORED CUSTOMER: Vendor represents that the prices charged the County in this purchase order do not exceed existing selling prices to other customers for the same or substantially similar articles or services for comparable quantities under similar terms and conditions.

21. COVENANT AGAINST GRATUITIES: The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by the Vendor or any agent or representative of the Vendor is strictly prohibited. The Vendor warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the County with a view toward securing this purchase order or favorable treatment with respect to any determination concerning this.

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Subject to the Vendor Availability and Pricing Notice contained herein, this quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.

No signed quote. PO required.