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**REQUEST FOR QUOTE
2023-008
IT CONSULTING AND SUPPORT SERVICES**

JUNE 25, 2024

You are invited to review and respond to this Request for Quotation 2023-008 (RFQ). To submit a quote, you must comply with the instructions contained in this document; by submitting a quote, your firm agrees to the terms and conditions stated in this RFQ. The services required are outlined in the Scope of Work.

Please read the enclosed document carefully. Quotes must be received no later than the date and time specified in Section I.D., Key Action Dates.

No verbal information given will be binding upon the Sierra Nevada Conservancy unless such information is issued in writing through an official addendum. Please contact the individual listed below if you have problems accessing any of the links in this document.

Julia Hart
Business Services Analyst
julia.hart@sierranevada.ca.gov
(530) 488-6000

Please note that this RFQ and the resulting agreement include, by reference, the state's [Bidder Instructions \(DGS PD 451\)](#) and [IT General Provisions \(DGS PD 401IT\)](#).

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Sample Standard Agreement:

STD 213

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I. GENERAL INFORMATION

A. BACKGROUND AND PURPOSE

The Sierra Nevada Conservancy (SNC) is a small California state agency comprised of approximately 50 employees, with a jurisdiction of 27 million acres. Created by bi-partisan legislation and signed into law in 2004, SNC was created with the understanding that the environmental, economic, and social well-being of the Sierra Nevada and its communities are closely linked, and that the Region and the state of California would benefit from an organization providing a strategic direction.

The SNC has multiple area offices within the Sierra Nevada Region, and an IT staff of two full-time employees to provide technical support. The SNC is seeking a single consultant to act as a Subject Matter Expert (SME) to assist SNC IT staff with the technologies and best practices necessary to support the department. See Exhibit A, Scope of Work, for additional information.

The current budget allocation to support the services outlined in this document is \$100,000.00.

B. AVAILABILITY

The selected contractor must be able to meet the requirements of this RFQ and be ready to begin work by August 1, 2024. If the employee offered by the selected contractor leaves the contractor's firm or is otherwise unable to participate in this agreement, they must be replaced with a comparably qualified employee who meets the minimum qualifications as stated with this RFQ. Replacement personnel are subject to written approval by SNC.

C. PERIOD OF PERFORMANCE

The anticipated term of this agreement is three years. No work will begin until the agreement has been fully executed. If work is performed prior to agreement approval, and the agreement for any reason is not approved, all previous work performed is considered donated to SNC and no payment shall be made for that work.

D. KEY ACTION DATES

Listed below are the key action dates and times by which the actions must be taken or completed. If the SNC finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFQ.

ACTION	DATE
Release of RFQ	06/25/2024
RFQ Questions	07/01/2024 at 2:00 p.m. PST
RFQ Answers Posted	07/03/2024
RFQ Responses Due	07/09/2024, at 3:00 p.m. PST
Public Cost Opening	07/17/2024 at 2:00 p.m. PST
Estimated Start Date	08/01/2024

E. RESPONSIVE AND RESPONSIBLE BIDDER

A quote is considered responsive if it indicates compliance without material deviation from the requirements of the solicitation and the terms and conditions of the proposed agreement. A bidder is responsible if they possess the experience required under Section II.B., Evaluation Criteria.

Bidders are advised that deviations from the State approved Terms and Conditions may be grounds for rejection of their quote.

F. RESPONSE SUBMISSION

1. Bidders are required to carefully read the solicitation document and adhere to any submission requirements. Quotes should provide straightforward and concise descriptions of the Bidder's ability to satisfy the requirements of this RFQ and perform the tasks and activities defined in the Scope of Work. The quote must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a quote. Responses to this RFQ must contain all data/information requested and must conform to the format described herein.
2. If there is a question regarding how to submit a quote, contact the Procurement Contact listed on the first page of the solicitation document. The SNC is not liable for any quote that is received after the due date because of mechanical or human error. It is the Bidder's responsibility to ensure all quotes are received on time and in the proper location.
3. A Bidder may modify a quote after its submission by withdrawing its original quote and resubmitting a new quote prior to the quote submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
4. The SNC may modify the RFQ prior to the response due date through the issuance of an addendum.
5. Quotes must be submitted via email to julia.hart@sierranevada.ca.gov and received by the date and time specified in Section I.D., Key Action Dates; quotes received after this date and time will not be considered. The subject line of the email must be formatted as follows: "RFQ 2023-008, *Bidder's Firm Name*". Faxed submissions will not be accepted.
6. **Administrative and Technical Response**
The Administrative and Technical response must be submitted as one attachment or ZIP file and labeled "Administrative and Technical". It should include all attachments listed under Section III, Response Content, except Cost Quote.
 - i. Quotes not marked as indicated may be rejected and returned to the proposer.
 - ii. All quotes shall include the documents identified as required in Section III, Response Content. Quotes not including the required documents shall be deemed non-responsive. A non-responsive quote is one that does not meet the basic quote requirements.
7. **Cost Quote**
The cost quote (Attachment 2) must be sent as a separate attachment to the email response and labeled "Cost".

G. PUBLIC COST OPENING

Cost opening will be held via teleconference at 2:00 p.m. on the date specified in Section I.D., Key Action Dates. Bidders may participate via teleconference by calling 1-872-222-9976 and entering the

phone conference ID 24012601#. Calls will be accepted beginning at 1:45 p.m. until the conclusion of the bid opening. Bids will be read in alphabetical order by bidder, questions will not be allowed, and information will not be repeated. The agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the RFQ after verification and applicable incentives are applied as stated under Evaluation Information below.

H. QUESTIONS REGARDING THE RFQ

Bidders requiring clarification of the intent or content of this RFQ or on procedural matters regarding the competitive RFQ process may request clarification by submitting questions in accordance with Section I.D., Key Action Dates, in an email clearly marked “Questions Relating to RFQ 2023-008” to the Procurement Contact identified on the first page of this RFQ. If a Bidder submits a question after the scheduled date(s), the SNC will attempt to answer the question but does not guarantee that the answer will be prior to the quote due date.

II. EVALUATION INFORMATION

A. EVALUATION PROCESS

Responses to this RFQ will first be reviewed for compliance with the minimum qualifications and responsiveness to all attachments. Further review is subject to SNC’s discretion. The state reserves the right to reject any or all offers. Award of an agreement resulting from this RFQ will be based on best value. The SNC reserves the right to make mathematical corrections at the time of quote evaluation.

B. EVALUATION CRITERIA

The overall responsiveness of each RFQ response is based on the complete response from the Bidder to the RFQ requirements, including the Scope of Work for the project. The following three sub-sections and criteria will be reviewed by the SNC’s evaluation team.

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

Responses to this RFQ are first reviewed to ensure all administrative requirements have been met, including:

- i. RFQ response was received by the due date and time listed in Section D, Key Action Dates.
- ii. Responses were received in the proper format detailed in Section I.F, Response Submission, and Section III, Response Content.
- iii. All required attachments were complete and included with RFQ response.

2. Consultant Minimum Qualifications (Pass/Fail)

The Bidder’s proposed consultant must meet the minimum qualifications listed below to be considered. The responsibility lies with the Bidder to provide all necessary information for the SNC to evaluate the response and determine the consultant’s eligibility, including providing a detailed resume, references that can confirm experience, copies of any certifications, and proof of training.

- i. At least two years of administration support experience with Palo Alto and Cisco ASA firewalls.
- ii. At least three years of experience with complex network environments such as Point to Point, VPN WAN, and VLAN.

- iii. At least three years of experience with server administration such as Windows and Linux.
- iv. At least five years of experience with VMware ESXi administration and support.
- v. At least five years of Network Attached Storage (NAS) administration and support.
- vi. Experience conducting NIST supported security assessments within the past three years.
- vii. Good verbal, presentation, and writing skills as demonstrated by the consultant's response to Attachment 5, Narrative Technical Response.
- viii. Ability to interact well with all staff regardless of end-user IT skills, as demonstrated by reference checks.
- iv. At least three years of experience with Azure.

Consultant Desirable Qualifications (84 Maximum Points)

- i. Five or more years of administration support experience with Palo Alto and Cisco ASA firewalls.
- ii. Five or more years of experience with complex network environments such as Point to Point, VPN WAN, and VLAN.
- iii. Five or more years of experience with server administration such as Windows and Linux.
- iv. Seven or more years of experience with VMware ESXi administration and support.
- v. Redhat certification.
- vi. VMware certification.
- vii. Microsoft Server certification (2016 and above).
- viii. Four or more years of experience with Azure.
- ix. Experience with EMC VNXe administration.
- x. Possess a Cisco Certified Network Professional (CCNP), or higher certification.
- xi. Possess a Global Information Assurance Certification (GIAC) and/or a Certified Information Systems Security Professional (CISSP).
- xii. Experience working with a California state agency or department to comply with State Administrative Manual (SAM) 5300 requirements.

3. Cost (56 Maximum Points)

Bidder's cost will be scored using the cost formula indicated below. The offer with the lowest hourly rate will receive the full allotment of points. All other proposed personnel will be scored as follows:

Example below:

Lowest Bidder Cost Assessment X 56 = Points Awarded
Bidder Cost Assessment

Bidder	Cost Assessment	Calculation	Points Awarded*
A	\$85,000	<u>\$80,000 (Bidder B) X 56 (weight)</u> \$85,000 (Bidder A)	53
B	\$80,000	<u>\$80,000 (Bidder B) X 56 (weight)</u> \$80,000 (Bidder B)	56
C	\$95,000	<u>\$80,000 (Bidder B) X 56 (weight)</u> \$95,000 (Bidder C)	47

*Rounded to the nearest whole number

III. RESPONSE CONTENT

The following checklist identifies the applicable items that must be completed and returned to be evaluated for award. Failure to return any of these items with your quote response may result in your quote being considered non-responsive.

Cost Quote		Yes	No	NA
Attachment 2	Cost Quote: Bidder must complete the cost quote and submit it as a separate attachment to the email response and labeled "Cost".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Administrative & Technical Response				
Attachment 1	Cover Sheet: Bidder must complete and attach the cover sheet included in this RFQ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 3	Resumes and Certifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 4	Consultant References Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 5	Narrative Technical Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 6	Bidder Declaration Form (GSPD-05-105)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 7	Disabled Veteran Enterprise Declarations (DGS PD 843) (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 8	Proof of Small Business or Disabled Veterans Business Enterprise (SB/DVBE) Certification (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 9	Secretary of State Certification or Business License	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 10	Payee Data Record (STD 204)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 11	Confidentiality Statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment 12	GenAI Disclosure & Factsheet Form (STD 1000)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating bidders in compiling their final quote response. Bidders are encouraged to carefully read the entire RFQ. The need to verify all documentation and responses prior to the submission of final quotes cannot be over emphasized.

A. PARTICIPATION, PREFERENCE, AND INCENTIVE PROGRAMS

1. DVBE PROGRAM REQUIREMENTS AND DVBE INCENTIVE

The DVBE Participation Program requirements for this solicitation have been waived; however, for those bidders proposing DVBE participation, there will be an incentive applied based on the level of DVBE participation identified on Attachment 6, Bidder Declaration, not to exceed five percent (5%). Please see the chart below to determine DVBE incentive based on committed participation.

Confirmed DVBE Participation	DVBE Incentive
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

2. SMALL BUSINESS PREFERENCE

§14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code. Bidders must mark the appropriate box on the first page of this RFQ indicating whether or not they are claiming the Small Business Preference and complete the Bidder Declaration GSPD-05-105.

Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the quote due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

More information regarding the Small Business Preference may be found on the [Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise website.](#)

3. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:

A five percent (5%) quote preference is available to bidders who qualify as a non-small business claiming at least 25 percent (25%) California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25 percent (25%) of the net quote price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the agreement as defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net quote price with one (1) or more California-certified small businesses.

Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. on the quote due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25 percent (25%) of its net quote price shall be five percent (5%) of either the lowest responsive, responsible firm's price. A non-small business which qualifies for this preference may not take an award away from a certified small business.

If claiming a small business preference or using small business subcontractors, the Bidder must complete and submit GSPD-05-105 Bidder Declaration. If Bidder is not using subcontractors, complete the Bidder Declaration answering the applicable questions and return with the final quote.

4. SMALL BUSINESS REGULATIONS

The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed on the [Office of Small Business and Disabled Veteran Business Enterprise Services website.](#)

ATTACHMENT 1 – COVER SHEET

The submission of this quote does not obligate the Sierra Nevada Conservancy to fund the proposed agreement. If the quote is approved for funding, an agreement will be executed between the State of California and the Bidder. When funding is authorized, the Bidder will be expected to adhere to the terms of the executed agreement.

The undersigned Bidder hereby proposes to furnish all labor, materials, tools, and equipment, to provide services in accordance with the specifications and provisions received with RFQ 2023-008.

1. Full Legal Name of Bidder's Company:

2. Mailing Address:

<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
---------------	-------------	--------------	------------

<i>Telephone</i>	<i>Email</i>
------------------	--------------

3. Federal Taxpayer Identification Number: _____

4. Representative who is authorized to bind the Bidder:

<i>Name</i>	<i>Title</i>
-------------	--------------

<i>Signature</i>	<i>Date</i>
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5. Bidder's contact person:

<i>Name</i>	<i>Title</i>
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<i>Phone Number</i>

6. If awarded the agreement, direct all agreement inquiries to:

<i>Name</i>	<i>Title</i>
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<i>Phone Number</i>

ATTACHMENT 2 – COST QUOTE

Bidder's Name: _____

Proposed Consultant's Name: _____

The amounts of services listed below are only estimates. The SNC does not expressly or by implication agree that any amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. The rate quoted by the Bidder shall be all inclusive and will be binding for the term of the potential resulting agreement, including any amendments.

Consultant Name	Rate	Estimated # of Hours	Total
	\$	1,200	\$ **
Estimated Travel Expenses*			\$ 1,500
Total Agreement Amount			\$

*Travel shall be reimbursed at CAL HR's rates for excluded employees.

**Basis for cost assessment evaluation

ATTACHMENT 3 – RESUMES AND CERTIFICATIONS

Bidders shall include the proposed consultant's resume and proof of any certifications as Attachment 3 in their RFQ responses. The resume will be used by SNC to validate the consultant's experience, in addition to the narrative response, and reference checks.

ATTACHMENT 4 – CONSULTANT REFERENCES FORM

Bidders shall list below three references that can verify the consultant's minimum qualifications set forth in Section II, Evaluation Information, of the RFQ. References must have received services from the consultant within the past five years. Descriptions of these services must be detailed and comprehensive enough to permit the SNC to assess the similarity of those services to the work anticipated in the award of the agreement resulting from this procurement.

The SNC may contact customer references during the week following receipt of quotes to validate the information provided by the Bidder and to determine the customer's overall satisfaction with the services provided. Therefore, it may prove beneficial to the Bidder to contact the referenced customers to ensure their contact information provided on the reference form is up-to-date and that the reference will be available during the period of time that the SNC may be validating references.

REFERENCE 1

Name of Firm:

Address:

Contact Person:

Phone:

Dates of Service:

Total Cost of Service:

Brief Description of Service Provided:

REFERENCE 2

Name of Firm:

Address:

Contact Person:

Phone:

Dates of Service:

Total Cost of Service:

Brief Description of Service Provided:

REFERENCE 3

Name of Firm:

Address:

Contact Person:

Phone:

Dates of Service:

Total Cost of Service:

Brief Description of Service Provided:

ATTACHMENT 5 – NARRATIVE TECHNICAL RESPONSE

The Bidder shall provide SNC with a narrative technical response, which will be used to evaluate responsiveness, in addition to resumes and reference checks. The narrative should be concise and detailed enough to be able to assess the consultant's ability to meet the minimum qualifications, and to evaluate the consultant's desirable qualifications. The consultant's technical response shall contain the following:

1. Description of prior experiences on projects of similar scopes, including the standards and methods used, and documents and technical artifacts produced.

ATTACHMENT 6 – BIDDER DECLARATION (GSPD-05-105)

All Bidders must complete the [Bidder Declaration form \(GSPD-05-105\)](#) and include it with their response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the agreement. Bidders awarded an Agreement are contractually obligated to use the subcontractors for the corresponding work identified, unless SNC agrees to a substitution in writing.

Commercially Useful Function

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded agreement, or project through which funds are passed to obtain the appearance of small business or micro business participation.

All bidders and subcontractors identified in the quote response to fulfill the requirements for one or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function in the resulting agreement. Commercially Useful Function is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

ATTACHMENT 7 – DVBE DECLARATION (DGS PD 843)

Bidders who have been certified by the State of California as a DVBE (or who are bidding rental equipment and have obtained the participation of Subcontractors certified by the State of California as a DVBE) must also submit a completed [DVBE Declaration form \(DGS PD 843\)](#). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the quote response.

Prior to award, Bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for quote rejection.

ATTACHMENT 8 – PROOF OF SB/DVBE CERTIFICATION

All Bidders claiming to be a SB and/or DVBE or subcontracting with a SB and/or DVBE must include proof of their certification, and that the certification is active. Bidders can meet this requirement by including a printout from [CaleProcure](#) showing the Business Name, Address, Certification ID, and Active Certifications.

ATTACHMENT 9 - SECRETARY OF STATE CERTIFICATION OR BUSINESS LICENSE

If required by law, the prime Bidder must submit a certificate of status from the California Secretary of State, showing that the prime Bidder is certified with the California Secretary of State to do business in the State of California. If the Bidder does not currently have this certification, the firm must be certified before an agreement award can be made and must provide information in their quote to support the status of its application to be certified to do business in the State of California.

Domestic and foreign corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs) must be registered with the California Secretary of State to be awarded the agreement. The California Secretary of State Certificate of Status must be included with the quote and can be found by [performing a business search](#).

If the prime Bidder does not fall in any of the above categories, they must submit a copy of their California Business License.

ATTACHMENT 10 – PAYEE DATA RECORD (STD 204)

The [Payee Data Record \(STD. 204\)](#) indicates the Bidder is subject to state income tax withholdings pursuant to California Revenue and Taxation Code §18662.

Bidders must complete a Payee Data Record and submit it with their quote. The Bidder must provide the company's Federal Employer Identification Number (Business IRS Number) with their final quote submission on this form.

ATTACHMENT 11 – CONFIDENTIALITY STATEMENT

The Confidentiality Statement must be signed and dated by an authorized representative and/or corporate officer of the company on behalf of the company and its employees.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFQ 2023-008 or in conjunction with any agreement arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the agreement, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

(Signature of representative)

(Date)

(Typed name of representative)

(Typed name of company)

ATTACHMENT 12 – GENERATIVE AI (GENAI) DISCLOSURE NOTIFICATION CLAUSE

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

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

Failure to disclose GenAI to the State and submit the [GenAI Disclosure & Factsheet](#) will result in disqualification of the Bidder and may void any resulting agreement. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder [GenAI Disclosure & Factsheet](#) the state reserves the right to incorporate GenAI Special Provisions into the final agreement or reject bids/offers that present an unacceptable level of risk to the state.

[Reset Form](#)

[Print Form](#)

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Sierra Nevada Conservancy

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B	Attachment 1, Cost Worksheet	
+ Exhibit C *	General Terms and Conditions	
+ Exhibit D	Special Terms and Conditions	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Sierra Nevada Conservancy

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
11521 Blocker Drive, Suite 205	Auburn	CA	95603
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SCOPE OF WORK

1. Description of Services

The Contractor shall provide the Sierra Nevada Conservancy (SNC) with a single consultant to act as a Subject Matter Expert (SME) to assist IT staff in the technologies and best practices necessary to support the department.

2. Period of Performance

The term of this contract shall not exceed three years.

No work will begin until the contract has been fully executed. If work is performed prior to contract approval, and the contract for any reason is not approved, all previous work performed is considered donated to SNC and no payment shall be made for that work. This contract may be terminated by SNC with 30 days' written notice to the Contractor.

3. Work Hours and Location

The consultant will be required to spend at least one business day per week at SNC's headquarters in Auburn, CA unless otherwise approved by the SNC Contract Manager. Additionally, the consultant shall be available to provide remote support, as needed, Monday through Friday during normal business hours of 8:00 a.m. to 5:00 p.m., excluding state holidays. The SNC shall provide the Contractor with a workspace at SNC's headquarters when the Contractor is onsite.

In rare occasions, the consultant may be required to work outside of normal business hours, or to travel to one of SNC's regional offices. For those planned occasions, the consultant shall have at least seven days' notice and will work in collaboration with the SNC Contract Manager for scheduling. The consultant will be paid at the same hourly rate indicated in Exhibit B, Attachment 1 during these hours.

A list of state holidays may be found here:

<http://calhr.ca.gov/employees/Pages/state-holidays.aspx>

4. Tasks and Deliverables

The consultant shall:

- a) Provide systems administration support and troubleshooting (Windows server 2016, 2019, and Red Hat Enterprise Linux):
 - Perform backup procedures and processes to ensure business continuity
 - Assist with disaster recovery planning and testing
 - Ensure folder replication across servers and geographical locations
 - Ensure Active Directory (AD) replication across multiple server farms
 - Implement and monitor group policy management

- Provide AD/Radius Support/802.1X
 - Provide Structured Query Language (SQL) Server Support
 - Perform patch management
 - Perform system hardening to meet state security requirements
 - Follow configuration management processes and procedures
 - Exercise best practices in troubleshooting and remediation activities
- b) Perform Firewall and Virtual Private Network (VPN) Support
- Cisco firewall and VPN (remote access and site-to-site) support, configuration, and upgrades based on Secure Sockets Layer (SSL) and Internet Protocol Security (IPSec) standards
 - Perform Palo Alto firewall support, monitoring, and configuration
- c) Assist with IT security compliance
- Perform periodic vulnerability testing
 - Perform security remediation
 - Assist with State compliance reporting
 - Ensure National Institute of Standards and Technology (NIST) standards are followed
 - Installation and operations management of security alert systems (e.g. IDS, syslog, event correlation, etc.)
 - Assist in forensic analysis
 - Analyze and monitor the firewall and intrusion prevention service (IPS)
 - Development and implementation of recommendations for monitoring security events
 - Monitor for potential abnormalities for potential future threats
 - Maintain logs, such as windows server event and firewall activity logs
 - Design and implement solutions needed to secure confidential data
 - Provide support in creating and maintaining IT security policies, procedures, and security related documentation. These policies shall be created in adherence with State IT policies and shall meet or exceed federal and state security standards
 - Assist with incident management reporting
 - Assist with research and recommendations for new security technologies to meet emerging threats

- d) Oversee LAN/WAN/MAN Network operations
 - Perform Cisco Catalyst and Hewlett Packard (HP) switch administration (Layer 2 and Layer 3)
 - Monitor spanning-tree operations
 - Monitor and implement dynamic routing protocols (Open Shortest Path First (OSPF) routing)
 - Perform Virtual LAN (VLAN) management
 - Manage IP address assignments (static and dynamic) and IP sub-netting
 - Implement and monitor QoS settings
 - Implement bandwidth shaping as required by Telco providers
 - Perform iSCSI configuration and support for ESX host connectivity to NAS
- e) Provide consultation on Area office network design and interconnectivity to Auburn
 - Perform cable plant design
 - Perform network installation
 - Create/update design documentation
- f) Provide wireless controller and access point support
 - Ubiquiti Cloud Key
 - 802.1x authentication
 - Dynamic VLAN assignments
- g) Monitor enterprise virus protection solutions
- h) Assist with Microsoft Office 365 administration and support
- i) Perform VMware ESXi and Vcenter design, configuration, and support
- j) Perform Network Attached Storage support (EMC Centera /VNXE 3150)
- k) Support the Aid and update IT Documentation including:
 - Procedures
 - Change Control
 - Configuration Management
 - Security reporting
 - State reporting requirements
- l) Assist with software, installation, configuration, and support
- m) Provide on-going consultation on IT strategic plan
- n) Provide consultation and recommendations for hardware and software improvements
- o) Aid SNC IT staff in supporting video conferencing and audio/video webcasting solutions
- p) Provide support in maintaining compliance with state requirements and reporting

- q) Provide technical support for SNC Information Technology (IT) staff

5. Contractor Responsibilities

The consultant shall:

- a) Report onsite to SNC's headquarters on a weekly basis, unless otherwise agreed upon.
- b) Meet with the SNC Contract Manager during the last week of each month, on a regularly scheduled day, to report on tasks performed within the month, work planned for the upcoming month, currently assigned projects and activities, and discuss any risks or recommendations for improvements to the IT environment or activities.
- c) Attend meetings either in person or remotely, as requested by the SNC Contract Manager or designee.
- d) Collaborate with control agencies, including but not limited to the California Natural Resources Agency (CNRA) and California Department of Technology (CDT) to adhere to and maintain state policies and IT standards as well as troubleshoot and recover from any IT incidents.
- e) Provide knowledge transfer and administrator training to SNC IT staff on an ongoing basis as problems are identified.
- f) Serve as an escalation point-of-contact for all IT issues affecting any of the SNC locations.

6. Service Level Agreement

The Contractor shall prioritize responses to SNC's issues as follows:

- a) **Critical Severity 1** - Mission critical system(s) are down and no workaround is immediately available.

- All or a substantial portion of mission critical systems and networks are down.
 - Business operations have been severely disrupted.

Severity 1 issues require onsite support within four hours, unless the issue can be resolved sooner remotely. In the event immediate onsite support is needed at one of SNC's regional offices, response time requirements may be adjusted for reasonable scheduling accommodation.

- b) **Major Severity 2** - Major system/network functionality is severely impaired.

- Operations can continue in a restricted fashion, although long-term productivity might be adversely affected.
 - A temporary workaround is available.

Severity 2 issues require onsite support within eight hours unless the issue can be resolved sooner remotely. In the event onsite support is needed at one of

SNC's regional offices, response time requirements may be adjusted for reasonable scheduling accommodation.

c) Minor Severity 3 - Partial, non-critical loss of functionality of systems or networks.

- Impaired operations but not seriously impacting users.

Severity 3 issues will be resolved within one week unless escalated by SNC.

7. Contacts

The Contract Manager for services shall be:

Sierra Nevada Conservancy	Contractor
Name:	Name:
Phone:	Phone:
Email:	Email:

The administrative contact for contract inquiries shall be:

Sierra Nevada Conservancy	Contractor
Name:	Name:
Phone:	Phone:
Email:	Email:

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, SNC agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1, Cost Worksheet.

- a) Invoice shall be submitted to accounting@sierranevada.ca.gov.
- b) Required elements for the invoice are as follows:
 - Contract Number
 - Remit to name, address, and telephone number
 - Invoice number
 - Invoice date
 - Period of goods and/or services provided
 - Description of services provided

2. Travel

Travel expenses and per diem will be reimbursed in accordance with the rates set by the California Department of Human Resources www.calhr.ca.gov for exempt employees. Travel to SNC's headquarters in Auburn, CA will not be reimbursed. The SNC Contract Manager shall approve any necessary travel prior to incurring expenses.

3. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this contract with no liability occurring to the state or offer a contract amendment to the Contractor to reflect the reduced amount.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

COST WORKSHEET

The Contractor's response to Attachment 2 of RFQ 2023-008 will be inserted here upon award.

SPECIAL TERMS AND CONDITIONS

1. Contractor Evaluations

Within 60 days after the completion of the contract, the SNC Contract Manager shall complete a written evaluation of the Contractor's performance under the contract. If the Contractor did not satisfactorily perform the work, a copy of the evaluation form will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 business days from the completion of the evaluation (PCC 10369). The form may be viewed at the following link:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std004.pdf>

2. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required relating to this contract.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; the Contractor agrees to provide SNC with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the SNC may, in addition to any other remedies it may have, terminate this contract.

3. Settlement of Disputes

See Section 44 of DGS PD-401 IT for information. Dispute documents shall be submitted to Amy Lussier, Deputy Executive Officer, Administration, at amy.lussier@sierranevada.ca.gov.

In the event of a dispute, the language contained within this contract shall prevail over any other language, including that of the bid, proposal, or quote package.

4. Excise Tax

The state of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The state will pay for any applicable state of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this contract. California may pay any applicable sales and use tax imposed by another state.

5. Confidentiality of Data

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this contract shall be released, published, or made available to any person (except to the state) without prior written approval from the state. By acceptance of this contract, the Contractor is subject to all requirements of the Civil Code Sections 1798, et seq., regarding the

collection, maintenance, and disclosure of personal and confidential information about individuals.

6. Contractor Staff Changes

The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to provide SNC two weeks prior notice of any changes to personnel assigned to this contract.

If personnel are unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor must make every reasonable effort to provide a suitable replacement. All substitute personnel must meet the requirements set forth in RFQ 2023-008. Substitute personnel must be approved in writing prior to beginning work.

Substitute personnel will not automatically receive the hourly rate of the individual or position being replaced. The SNC and the Contractor must negotiate the hourly rate of any substitute personnel. The hourly rate negotiated must be dependent, in part, upon the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract or of the person being replaced.

7. Subcontractors

Nothing contained in this contract shall create any contractual relationship between the state and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the state for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them. The Contractor may not subcontract for more than 50 percent of the proposed contract amount stated in the bid/proposal/quote package, and in turn must perform at least 50 percent of the services described in Exhibit A, Scope of Work.

The Contractor's obligation to pay its subcontractors is independent from the state's obligation to make payment to the Contractor. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Advance notification of a contemplated subcontractor change and the reasons for such a change, shall be provided to SNC no less than 14 calendar days before the termination of an existing subcontractor. All subcontractor(s) presented by the Prime Contractor for consideration shall be subject to the same requirements set forth in RFQ 2023-008.

8. Copyrights

All rights in copyright works created by the Contractor in the performance of work under this contract are the property of the state.

9. Contract of Employment

The Contractor is solely responsible for compliance with all federal and state labor laws and shall pay its employees accordingly.

10. Insurance Requirements

The Contractor agrees the insurance required herein shall be in effect at all times through the duration of the contract. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the state. In the event insurance coverage expires at any time during the term of the services, the Contractor agrees to provide a new certificate to SNC at least 10 days prior to expiration of insurance. The new certificate of insurance must meet the terms outlined below. Insurance companies must be acceptable to the Department of General Services (DGS). If self-insured, review of financial information may be required. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event the Contractor fails to keep in effect at all times the specified insurance coverage during the services, SNC may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event. The SNC will not be responsible for any premiums or assessment on the policy. The dates of inception and expiration of coverage shall be specified on the certificate.

The Contractor shall display evidence of the following coverage on a certificate acceptable to DGS Office of Risk and Insurance Management (ORIM):

- a. Commercial General Liability – The Contractor shall maintain commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the state. This insurance shall include personal and advertising injury liability, products, and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

The state of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations under the contract.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- b. Automobile Liability – The Contractor shall maintain automobile liability insurance covering the Contractor's business use including coverage for all scheduled, non-owned, or hired vehicles with a combined single limit of not less than \$1,500,000 for bodily injury and property damage. The state of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.
- c. Workers' Compensation – The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employers' liability limits of \$1,000,000 shall be required.
- d. Policy Cancellation/Non-Renewal – The Contractor is responsible to notify SNC within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, SNC may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- e. Subcontractors – In the event the Contractor utilizes subcontractors to perform services under this contract, the Contractor shall include all subcontractors as insured's under the Contractor's insurance or supply evidence of insurance to SNC equal to the coverages and limits required of the Contractor.

11. Ineligible Businesses

The SNC cannot solicit offers from, award contracts to, or renew, extend, or modify, a current contract, or subcontract with a business identified as noncompliant with state laws. The list of ineligible businesses can be found on the Department of General Services website: List-of-Ineligible-Businesses