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**REQUEST FOR QUOTE
2024-004
AUDIO SERVICES**

January 21, 2025

The Sierra Nevada Conservancy (SNC) is using the streamlined process known as the “Small Business (SB) Option” as allowed under Government Code (GC) § 14838.5. To be considered, Bidders must be California certified small businesses and shall maintain that certification throughout the term of the resulting contract, including amendments. Please visit the [Department of General Services \(DGS\) Office of Small and Disabled Veteran Business Enterprise Services \(OSDS\) website](#) for additional information.

Please note that this Request for Quote (RFQ) and the resulting agreement include, by reference, the state’s [Model Bidder Instructions \(DGS PD 451\) and IT General Provisions \(GSPD-ITGP \(Non-Cloud\)\)](#).

Bidders are encouraged to read the attached document carefully. Responses to this RFQ must be emailed to julia.hart@sierranevada.ca.gov by the date identified in Section 2, Key Action Dates. Any responses received after this date and time will not be considered.

Please note that no verbal information given will be binding upon SNC unless such information is issued in writing through an official addendum.

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Sample Standard Agreement:

STD 213

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit B – Attachment 1, Cost Worksheet

Exhibit C – IT General Provisions (GSPD-ITGP (Non-Cloud))*

Exhibit D – Special Terms and Conditions

*Included by reference

1. Summary

The Sierra Nevada Conservancy's (SNC) Governing Board meets on a quarterly basis and rotates hosting the Board meetings throughout SNC's service area (service area), providing an opportunity for Boardmembers to understand key issues and engage with local partners in each of the 24 counties that make up the service area. Typically, at the December Board meeting, the schedule for the following year is determined and agreed upon; however, changes may be made as needed throughout the year.

The SNC is seeking an experienced and knowledgeable audio contractor to provide audio equipment and services, satellite internet, and a sound technician(s) for SNC's quarterly Board meetings throughout the Region.

Please refer to Exhibit A, Scope of Work, for additional information.

2. Key Action Dates

It must be understood that time is always of the essence. Bidders are advised of the key dates and times shown below and are expected to adhere to them.

Event	Date
Release of RFQ	January 21, 2025
Question Submittal Due Date	January 24, 2025, by 5:00 p.m. (PT)
RFQ Response Due Date	February 4, 2025, by 2:00 p.m. (PT)
Anticipated Start Date	February 19, 2025

3. RFQ Cancellation and Amendment

If it is in the state's best interests, the SNC reserves the right to do any of the following:

- Cancel this RFQ
- Amend this RFQ through issuance of an Addendum
- Reject any or all quotes received in response to this RFQ

4. Written Questions

Bidders may submit questions regarding this RFQ to julia.hart@sierranevada.ca.gov by the due date listed in Section 2, Key Action Dates above. Questions received after the due date will be answered at SNC's discretion.

Responses to questions received will be publicly published through an official addendum to the RFQ without identifying the sender.

5. RFQ Response Requirements

- a. Responses to this RFQ must be emailed to julia.hart@sierranevada.ca.gov by the due date and time identified in Section 2, Key Action Dates above. Responses received after the due date and time will not be considered.

- b. All documents in the RFQ response must be signed by a person who is authorized to bind the firm contractually.
- c. Responses to this RFQ should provide straightforward and concise information. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection.
- d. Responses must contain all required attachments and documentation listed on Attachment 1, RFQ Response Checklist.

6. RFQ Response Content

It is the bidder's responsibility to provide all necessary information for SNC to evaluate the response, verify requested information, and determine the bidder's ability to perform the services defined in Exhibit A, Scope of Work. Failure to respond to and submit these items with the required information may result in disqualification.

- a. Administrative Requirements: Bidders shall complete and submit all required attachments listed on Attachment 1, RFQ Response Checklist.
- b. Staff Resumes: Bidders shall provide resumes for any and all staff anticipated to be assigned as the Sound Technician for the services outlined in Exhibit A, Scope of Work. Proposed staff must meet the minimum qualifications listed in Section 7, Evaluation and Award.
- c. Equipment List: Bidders must provide a list of equipment which will be used to provide the services outlined in Exhibit A, Scope of Work. The equipment list shall provide a brief description of the equipment, the make/model, and the quantity available. This list will be used to demonstrate the bidder's ability to meet the minimum qualifications listed in Section 7, Evaluation and Award.
- d. Licenses and Permits: Bidders shall provide a copy of their California Business License/Permit or required documents from Secretary of State's Office to demonstrate they are licensed to do business in California.

7. Evaluation and Award

Responses to this RFQ will first be reviewed for compliance with the minimum qualifications and responsiveness to all attachments. If a response is missing required information, it may be deemed not responsive. Further review is subject to SNC's discretion.

Award of a contract resulting from this RFQ will be made to the lowest responsive bidder.

a. Minimum Qualifications (Pass/Fail):

Description	Score	Evaluation Criteria
Bidders must have at least three years of experience, within the past five years, performing services similar to Exhibit A, Scope of Work.	Pass/Fail	As evidenced by reference checks.
Bidder's proposed staff must have a minimum of two years of experience in the operation of audio equipment.	Pass/Fail	As evidenced by resumes.
<p>Bidder must be able to supply the following equipment, at a minimum, for each Board meeting:</p> <ul style="list-style-type: none"> a. Up to 16 wireless microphones with table stands and on/off switches for board table/dais b. Three wireless microphones with table stands for staff tables c. One wireless microphone with podium or floor stand with on/off switch for public comments d. Soundboard with feedback suppression and separate channels for each microphone and the additional audio lineout e. Two USB to HDMI adapters f. Audio recording of the meeting, chaptered cut into separate recordings per agenda item g. Ability to output audio from presentation laptop to speakers h. Speakers adequate to project throughout large auditorium room i. All necessary cords/cables for equipment j. Separate audio feed from sound board to laptop XLR to USB k. Starlink satellite internet dish and subscription 	Pass/Fail	As evidenced by equipment list.

b. Disabled Veteran Business Enterprise (DVBE) Incentive

The DVBE Participation Program requirements for this solicitation have been waived; however, for those bidders that are certified DVBEs or proposing DVBE participation, there will be an incentive applied based on the level of DVBE participation identified on Attachment 5, Bidder Declaration, not to exceed five percent. 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%

ATTACHMENT 1 - RFQ RESPONSE CHECKLIST

A complete response will consist of the items identified below.

Complete this checklist to confirm the items in your response. Place a check mark or "X" next to each item that you are submitting to SNC. For your quote to be responsive, all required attachments must be returned. This checklist must be returned with your quote package.

Bidder's Name:

Documents required with response:

- ☐ Attachment 1 RFQ Response Checklist
- ☐ Attachment 2 Cover Sheet
- ☐ Attachment 3 Cost Worksheet
- ☐ Attachment 4 Bidder's References
- ☐ Attachment 5 [Bidder Declaration \(GSPD-05-106\)](#)
- ☐ Attachment 6 [DVBE Declaration](#) (if applicable)
- ☐ Attachment 7 Generative AI (GenAI) Disclosure Notification Clause
- ☐ Staff Resumes
- ☐ Equipment List
- ☐ Copy of California Business License/Permit, or required documents from Secretary of State's Office
- ☐ Small Business Certification

Documents required upon notice of award:

The following attachments are only required upon notice of award; you do not need to submit them with your quote.

- [Payee Data Record \(STD 204\)](#)
- Proof of Insurance, in accordance with Exhibit D, Special Terms and Conditions

ATTACHMENT 2 – 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 2024-004.

1. Full Legal Name of Bidder’s Company:

2. Mailing Address:

Street *City* *State* *Zip*

Telephone *Email*

3. Federal Taxpayer Identification Number: _____

4. Representative who is authorized to bind the Bidder:

Name *Title*

Signature *Date*

5. Bidder’s contact person regarding RFQ:

Name *Title*

Phone Number *Email*

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

Name *Title*

Phone Number *Email*

7. If awarded the agreement, direct all service inquiries to:

Name *Title*

Phone Number *Email*

ATTACHMENT 3 - COST WORKSHEET

Instructions: Bidders shall populate the table below with their rates based on the Sierra Nevada Subregion. Rates quoted below shall be inclusive of all costs necessary to perform the services outlined in Exhibit A, Scope of Work. The SNC reserves the right to omit portions of the work as may be deemed necessary. The Contractor shall accept the state's U.S. Bank Meeting Card Account (MCA) with MasterCard logo for payment.

The Contractor shall be reimbursed for mileage and lodging expenses as follows:

- a. Mileage will be reimbursed for one vehicle per Board meeting. Reimbursement rates will be based on the [Federal Standard Mileage Reimbursement Rate \(FSMR\)](#). Mileage shall be calculated roundtrip beginning at SNC's headquarters to the meeting location. If the distance from the Contractor's location to the meeting location is lesser, the Contractor's headquarters shall be used as the point of origin instead. The SNC's headquarters is located at 11521 Blocker Dr., Suite 205, Auburn, CA 95603.
- b. Lodging shall be reimbursed based on the Short-Term Lodging Reimbursement Rates set forth in the [Section 2203 of the California Human Resources Manual](#). Reimbursement will be for one room, for one night, per Board meeting, at the published lodging maximums plus applicable mandatory taxes and fees.

Any mileage or other travel expenses incurred in excess of that detailed above shall be at the Contractor's expense. Upon award, the SNC will add a lump sum to the agreement to reimburse mileage and lodging for the term of the agreement.

Subregion and Counties	Initial Contract Term	Optional Extensions	
	02/25 – 12/25 Rates	03/26-12/26 Rates	03/27-12/27 Rates
North Sierra Lassen, Modoc, Shasta, Trinity, Siskiyou	\$	\$	\$
North Central Sierra Butte, Plumas, Sierra, Tehama	\$	\$	\$
Central Sierra El Dorado, Nevada, Placer, Yuba	\$	\$	\$
South Central Sierra Amador, Calaveras, Mariposa, Tuolumne	\$	\$	\$
East Sierra Alpine, Inyo, Mono	\$	\$	\$
South Sierra Fresno, Kern, Madera, Tulare	\$	\$	\$
Sacramento	\$	\$	\$

Bidder's Name:

ATTACHMENT 4 - BIDDER'S REFERENCES

Bidder's Name:

Submission of this attachment is mandatory. Failure to complete and return this attachment with your quote will cause your quote to be rejected and deemed nonresponsive. List below three references of similar types of services performed within the last five years.

REFERENCE 1			
Name of Firm:			
Street Address:	City:	State:	Zip:
Contact Person:		Phone:	
Dates of Service:		Total Cost of Service:	
Brief Description of Service Provided:			
REFERENCE 2			
Name of Firm:			
Street Address:	City:	State:	Zip:
Contact Person:		Phone:	
Dates of Service:		Total Cost of Service:	
Brief Description of Service Provided:			
REFERENCE 3			
Name of Firm:			
Street Address:	City:	State:	Zip:
Contact Person:		Phone:	
Dates of Service:		Total Cost of Service:	
Brief Description of Service Provided:			

ATTACHMENT 5 - BIDDER DECLARATION (GSPD-05-106)

All bidders **must** complete the [Bidder Declaration \(GSPD-05-106\)](#) and include it with their quote.

When completing the declaration, bidders must identify all subcontractors proposed for participation in the resulting contract. Bidders awarded a contract are obligated to use the subcontractors for the corresponding work identified unless SNC agrees to a substitution and it is incorporated by an amendment to the contract.

ATTACHMENT 6 - DVBE DECLARATION

Bidders who have been certified by California as a Disabled Veteran Business Enterprise (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) [Disabled Veteran Business Enterprise Declaration \(STD 843\)](#). 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 package, if applicable.

At the state's option 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 rejection.

ATTACHMENT 7 – 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.

Bidder must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a [GenAI Reporting and Factsheet \(STD 1000\)](#) to be completed by the Bidder.

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder.

Failure to report GenAI to the State may void any resulting contract. 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 Reporting and Factsheet (STD 1000), 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)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">AGREEMENT NUMBER</td> <td style="width: 50%; text-align: center;">PURCHASING AUTHORITY NUMBER (If Applicable)</td> </tr> <tr> <td style="height: 20px;"></td> <td style="text-align: center;">SNC-3855</td> </tr> </table>	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)		SNC-3855
AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)					
	SNC-3855					
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:						
CONTRACTING AGENCY NAME Sierra Nevada Conservancy						
CONTRACTOR NAME <div style="border: 1px solid black; height: 20px; width: 100%;"></div>						
2. The term of this Agreement is:						
START DATE February 19, 2025						
THROUGH END DATE December 31, 2025						
3. The maximum amount of this Agreement is:						
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>						
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 *	IT General Provisions (GSPD-ITGP (Non-Cloud))					
+ - Exhibit D	Special Terms and Conditions					
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.</i> <i>These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources</i>						
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.) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>						
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					
Amy Lussier	Deputy Executive Officer, Administration					
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED					
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)					

Figure 1-STD. 213 of Sample Standard Agreement

SCOPE OF WORK

1. Description of Services

The Contractor shall provide the Sierra Nevada Conservancy (SNC) with audio equipment, services, and a sound technician for the SNC's quarterly Board meetings. Services shall include sound projection, recording, line-out for streaming sound, equipment delivery, setup, monitoring, and breakdown/packing of equipment. A tentative schedule for the current year may be found on our [Board Meeting webpage](#).

a. Contract Term

The term of this contract will be from February 19, 2025, through December 31, 2025. The SNC reserves the right to amend this contract for time or funds through December 31, 2027, at the rates set forth in Exhibit B, Budget Detail and Payment Provisions. This contract may be terminated by either party upon 30 days' written notice.

The Contractor is cautioned that 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 by the Contractor is considered donated to SNC and no payment shall be made for that work.

2. Contractor Responsibilities

- a. The Contractor shall be responsible for arranging their own lodging and transportation.
- b. The Contractor shall provide an experienced sound technician, with the knowledge to operate a soundboard, minimizing feedback, and trouble-shoot audio issues during the Board meeting. If the sound technician is working with the SNC for the first time, the Contractor shall notify the SNC contract manager one week prior to the Board meeting.
- c. The sound technician shall be available for load-in and partial setup the evening prior to the scheduled Board meeting, exact time will be communicated to the Contractor by the SNC contract manager at least two weeks prior to the event.
- d. On the morning of the Board meeting, the sound technician shall be available to begin full setup by **7:00 a.m.**, unless otherwise instructed by the SNC contract manager.
- e. The sound technician will complete the test and sound check of the equipment no later than **8:30 a.m.** the morning of the Board meeting.
- f. The sound technician shall operate recording equipment and ensure the Board meeting is being recorded with cues to chapter sound based on the Board meeting agenda.

- g. The sound technician will remain on duty for the entire duration of the Board meeting; Board meetings typically end at approximately 3:00 p.m.
- h. The sound technician shall be responsible for turning off microphones during breaks.

3. Deliverables

- a. Chaptered Recording – The Contractor will provide a chaptered recording (cued to each agenda item on Board agenda) within seven calendar days of the meeting date. A copy of the Board agenda will be posted to SNC's website at least 10 days prior to the Board meeting and may be found on our [Board Meeting webpage](#).

4. SNC Responsibilities

- a. The SNC shall appoint a contract manager to be the primary point of contact for the sound technician.
- b. The SNC shall be responsible for securing the Board meeting facilities.
- c. Upon Agreement execution, the SNC contract manager will schedule a kickoff meeting with the contractor to discuss expectations and deliverables.
- d. At least 30 days prior to the scheduled event, SNC shall provide the Contractor with the address of the exact location for the Board meeting. The SNC contract manager shall notify the Contractor immediately upon announcement of any scheduling or location changes.
- e. To the extent possible, in the event services must be cancelled, the SNC shall provide the Contractor at least 14 days prior notice. In the event unexpected events or unforeseen circumstances occur within 14 days of the board meeting, please refer to Exhibit D, Section 8. Cancellations shall be at no additional cost to SNC.
- f. The SNC shall provide a laptop for audio casting.
- g. The SNC contract manager will be present during set up/tear down and remain onsite for the duration of the Board meeting to assist with troubleshooting, as needed.
- h. The SNC may livestream a video of the board meeting using SNC equipment.
- i. The SNC, for cause, reserves the right to request the Contractor discontinue the assignment of a sound technician. The SNC will notify the Contractor in writing when exercising that right, providing the Contractor with the cause. The Contractor shall provide a replacement sound technician that meets or exceeds the requirements as defined in RFQ 2024-004. The submission of a resume will be required.

5. Equipment Required

- a. Wireless Microphones (with on/off buttons) – 20 total
 - Up to 16 microphones with table stands for Boardmembers seated at table/dais. There must be at least one microphone per Boardmember.
 - Three microphones with table stands for staff.
 - One microphone with podium or floor stand for public comments.
- b. Speakers adequate to project throughout large auditorium room.
- c. All necessary cords/cables.
- d. Soundboard with feedback suppression and separate channels for each microphone and the additional audio lineout as detailed below.
- e. Separate audio output XLR to USB cable. The Contractor will be connecting to a laptop (provided by SNC) for a live web audio cast using the California Environmental Protection Agency (Cal-EPA) streaming servers accessed via Zoom (this lineout needs to have a separate channel and volume control from room audio).

6. Board Meeting Room

Attendance could be up to 50 people. See the *Sample Board Meeting Room Set-Up* on the following page.

7. Contacts

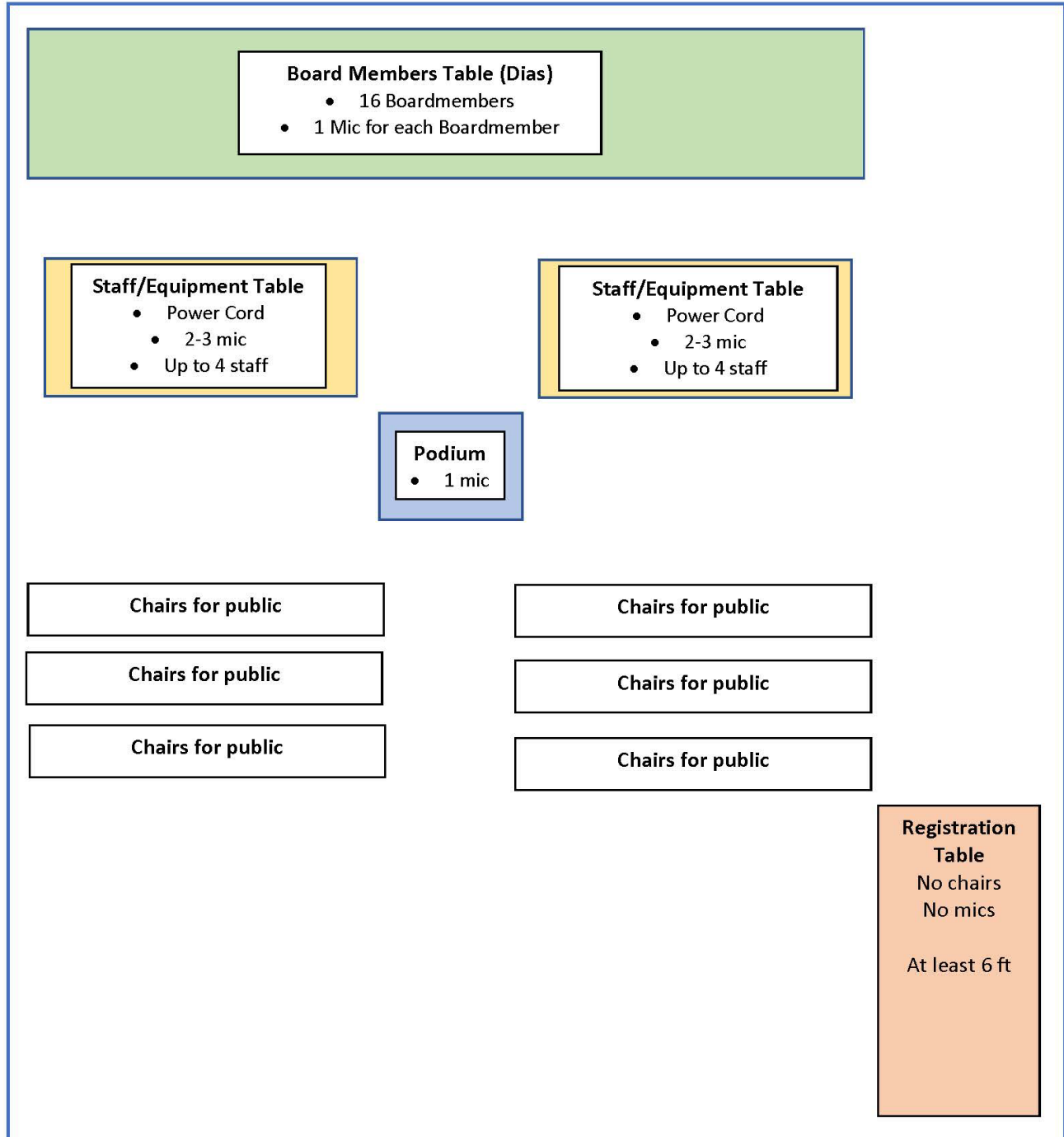
- a. The contract manager shall be:

Sierra Nevada Conservancy	Contractor
Name: David Madrigal	Name:
Address: 11521 Blocker Dr., Ste. 205 Auburn, CA 95603	Address:
Phone: (530) 906-8176	Phone:
Email: David.Madrigal@sierranevada.ca.gov	Email:

- b. The contact for contract inquiries shall be:

Sierra Nevada Conservancy	Contractor
Name: Julia Hart	Name:
Address: 11521 Blocker Dr., Suite 205 Auburn, CA 95603	Address:
Phone: (530) 488-6000	Phone:
Email: julia.hart@sierranevada.ca.gov	Email:

SAMPLE BOARD MEETING ROOM SET UP



BUDGET DETAIL AND PAYMENT PROVISIONS

1. Authorized Charges

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 set forth on Exhibit B, Attachment 1. The SNC reserves the right to omit portions of the work as may be deemed necessary.

2. Payment Method and Process

- a. Payment shall be made utilizing the state's U.S. Bank Meeting Card Account (MCA) with MasterCard logo.
- b. Upon receipt and acceptance of the chaptered recording by SNC, the Contractor shall submit a detailed folio/invoice for all charges to accounting@sierranevada.ca.gov. Invoices must include the contract number, a description of the services provided, period of performance, invoice number and invoice date. Additionally, the invoice shall include a statement that payment will be made by credit card and a link or phone number to contact for payment.

Upon receipt of an undisputed invoice, the SNC contract manager will review the invoice within 15 days to ensure that all charges are correct. If the contract manager is satisfied that the charges are correct, he/she will authorize payment.

- c. The Contractor will provide the SNC contract manager a receipt showing payment was received, the invoice, the contract number and the MCA verification number charged.

3. Disputed Charges

The SNC will complete a pre-audit within 15 days to ensure that all charges are correct. The SNC has the right to challenge or contest any charges to the MCA which exceed amounts agreed to, are unsupported by adequate documentation, or for which the SNC believes there is just and reasonable cause to challenge. An amendment must be completed, prior to payment authorization, for charges not detailed in this agreement.

4. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, SNC shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

- b. If funding is reduced or deleted by the Budget Act for purposes of this program, SNC shall have the option to either cancel this agreement with no liability occurring to SNC or offer an amendment to reflect the reduced amount.

5. 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 3 of RFQ 2024-004 will be inserted here upon award.

SPECIAL TERMS AND CONDITIONS

1. Executive Order N-6-22 – Russia Sanctions

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

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 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. Insurance Requirements

Contractor shall be responsible for having Commercial General Liability, Automobile Liability, and Workers Compensation insurance during the duration of this agreement.

If any services under this agreement occur on state property, the Contractor shall provide proof of insurance to SNC and agrees the insurance required herein shall be in effect at all times through the duration of the services. 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.

- 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. Employer's 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 agreement upon the occurrence of such event, subject to the provisions of the agreement.
- e. Subcontractors – In the event the Contractor utilizes subcontractors to perform services under this agreement, 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.

4. Settlement of Disputes

See Section 17 of GSPD-ITGP (Non-Cloud) 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.

5. 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.

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. All new personnel must meet the requirements set forth in RFQ 2024-004. New personnel must be approved in writing by SNC prior to beginning work.

If personnel assigned to this contract 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 2024-004. Substitute personnel must be approved in writing by SNC prior to beginning work.

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 2024-004.

8. Force Majeure

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- Acts of God or of the public enemy, and
- Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

9. Copyrights

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

10. Contract of Employment

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

11. GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this agreement includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the [GenAI Reporting and Factsheet \(STD 1000\)](#) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or agreement performance, until use of such GenAI technology has been approved by the State.

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

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