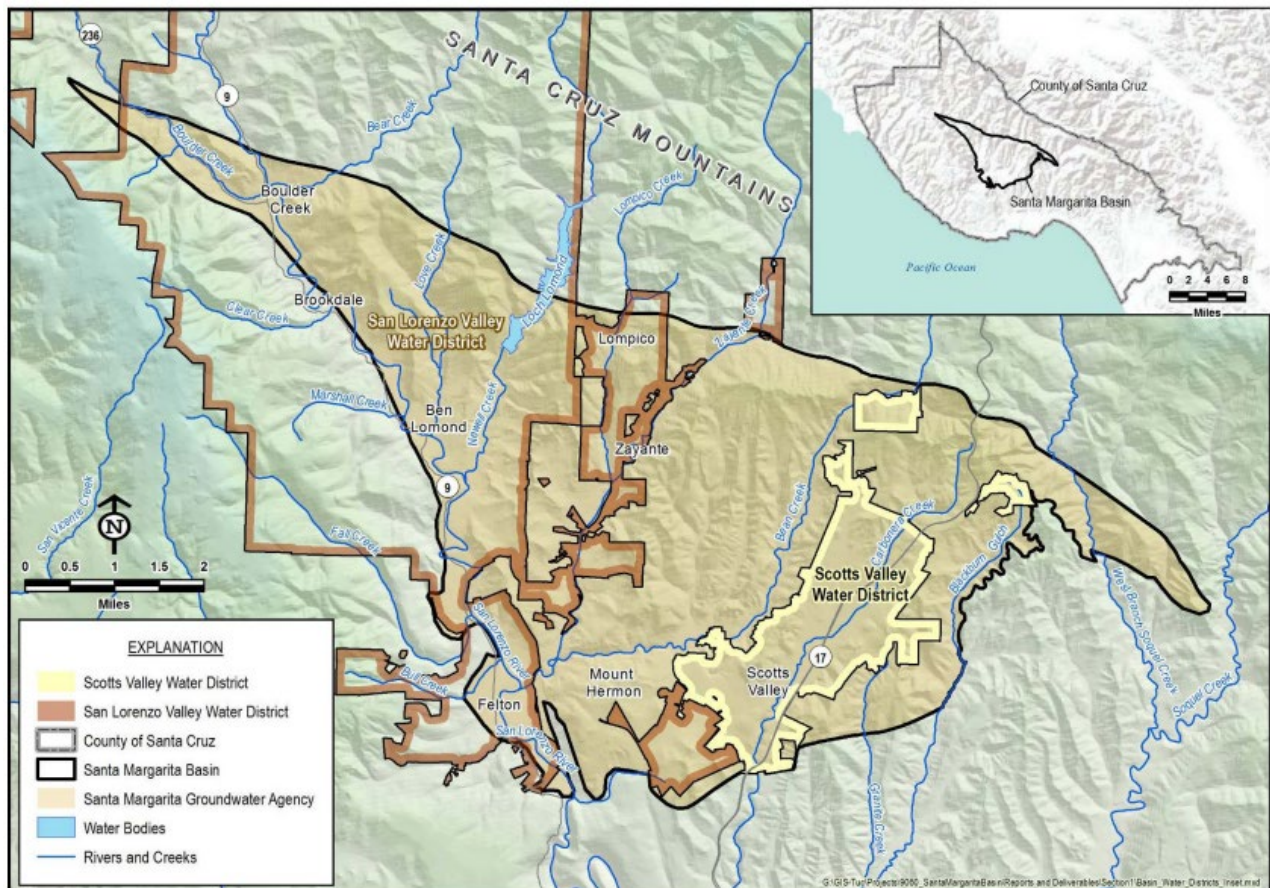


SANTA MARGARITA Groundwater Agency

Request for Proposals for Dry Season Streamflow Monitoring



Santa Margarita Groundwater Basin

Proposals Due: March 3, 2023

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

Contents

I. Purpose	1
II. Background.....	1
III. Requested Services.....	1
IV. RFP Process.....	2
V. Submittal Requirements and Proposal Format	3
VI. Evaluation Criteria and Selection.....	5
Exhibit A. Template Professional Services Agreement	7
Figure 1. Locations of Dry Season Streamflow Monitoring Network	6

I. Purpose

The Santa Margarita Groundwater Agency (SMGWA) is releasing this Request for Proposals (RFP) to solicit qualified firms to conduct dry season (typically May to October) streamflow monitoring for the Santa Margarita Groundwater Basin (Basin).

II. Background

California's Sustainable Groundwater Management Act (SGMA) became law on January 1, 2015. SGMA provides local agencies with the tools to manage groundwater basins in a sustainable manner over the long-term and allows for limited state intervention when necessary to protect groundwater resources. SGMA requires medium and high priority basins to make measurable progress toward locally determined groundwater management criteria, to report that progress annually, and to achieve ongoing sustainability. The Basin is a medium priority basin and, therefore, must implement its Groundwater Sustainability Plan (GSP) to achieve sustainability by 2042.

The SMGWA was formed in 2017 through the adoption of a joint powers agreement by the member agencies: the San Lorenzo Valley Water District, the Scotts Valley Water District, and the County of Santa Cruz. Each member agency appointed two directors to the eleven-member SMGWA Board of Directors. The five remaining directors include two representatives of private well owners, a representative of the Mt. Hermon Association community water system, a representative of the City of Scotts Valley, and a representative of the City of Santa Cruz. The SMGWA is the sole Groundwater Sustainability Agency and covers the entirety of the Basin. In November 2021, the SMGWA Board of Directors adopted the GSP for the Basin, which was submitted to the Department of Water Resources for review in January 2022. The GSP identified five stream gages that are to be monitored during the dry season to improve the understanding of baseflow conditions to gain a better understanding of the relationship between groundwater and surface water, and to evaluate the impact that groundwater pumping may have on streamflow.

The dry season network consists of five sites: Bean Creek at Mt Hermon Camp; Zayante Creek at Woodwardia; Newell Creek upstream of San Lorenzo River; San Lorenzo River above Love Creek; and Bean Creek near Mackenzie Creek (See Figure 1). Four sites are instrumented with two recording data loggers during the dry season. One site has a year-round barometric data logger for pressure compensation readings. One site is a real-time station instrumented with four data loggers that collect year-round data. The data loggers at all sites are housed in stilling wells located within a pool. A staff plate is established at each site and nearby locations for calibration flow measurements have been identified.

III. Requested Services

The SMGWA is seeking a firm to provide services for conducting dry season streamflow monitoring. SMGWA is looking to establish a 3-year agreement with two optional subsequent 1-year extensions. The proposed scope of work for this project includes:

- Beginning of season (approximately April) – install monitoring equipment provided by SMGWA at four sites. Inspect and conduct maintenance at all sites as needed. Record observations of site conditions and take calibration measurements for flow, water temperature, and specific conductance at all five sites using equipment provided by firm.
- During dry season (approximately May to October) – on a monthly basis, inspect and conduct

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

maintenance at all sites as needed. Record observations of site conditions and take calibration measurements for flow, water temperature, and specific conductance at all sites. Download data loggers at all sites.

- End of season (approximately October) – uninstall data loggers from four sites. Record observations of site conditions and take end of season calibration measurements for flow, water temperature, and specific conductance at all sites. Store data loggers at to-be-determined location.
- Data transmittal to SMGWA:
 - Provide raw data files and daily graphs of stage, streamflow, temperature, and specific conductance at each site in Microsoft Excel format
 - Provide a brief summary (1-2 pages) of key findings for potential inclusion in the SGMA annual report
 - Upload records of stage, streamflow, temperature, and specific conductance data to the WISKI data management system
- Presentation of prior year monitoring results to SMGWA Board of Directors (assumed in March of following year).

IV. RFP Process

A. Process

Interested firms are requested to submit their proposals on or before 3:00 p.m., March 3, 2023. Proposals will be evaluated by the selection committee comprised of SMGWA support staff using the criteria established in Section VI. If no clear front-runner is determined, top ranked candidates may be asked for supplemental information and may be invited to interview with the selection committee.

Equal time and opportunity for resubmittals will be given to all responsive candidates should additional information be requested by the SMGWA. Any interviews will be scheduled on a mutually agreed upon date and will be at no cost to the SMGWA. The selection committee will use all available information to rate the candidates based on their ability to best meet the needs of the SMGWA.

B. Timeline

The tentative timeline for the selection process is as follows:

February 22, 2023	Deadline for questions from candidates
March 3, 2023	Proposals due
March 8-10, 2023	Interviews with top candidates, if needed
March 23, 2023	Contract award

C. Information Disclosure to Third Parties

Proposals are a matter of public record and are open to inspection under the California Public Records Act. If any respondent claims any part of its proposal is exempt from disclosure and copying, they must indicate it in the transmittal letter. By responding to this RFP, respondents waive

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

any challenge to the SMGWA's decision in this regard. If a proposal contains any confidential information, the respondent must clearly label and stamp the specific portions that are to be kept confidential. The respondent is urged to identify the truly confidential portions of the proposal and not simply mark all or substantially all of the response as confidential. Notwithstanding the foregoing, respondents recognize that the SMGWA will not be responsible or liable in any way for losses that the respondents may suffer from the disclosure of information or materials to third parties.

D. SMGWA Rights and Options

The SMGWA, at its sole discretion, reserves the following rights:

1. To reject any or all proposals or information received pursuant to this RFP;
2. To supplement, amend, substitute or otherwise modify this RFP at any time by means of written addendum;
3. To cancel this RFP with or without the substitution of another RFP or prequalification process;
4. To request additional information;
5. To verify the qualifications and experience of each respondent;
6. To require one or more respondents to supplement, clarify or provide additional information in order for the SMGWA to evaluate the proposals;
7. To hire multiple individuals/firms to perform the necessary duties and range of services if it is determined to be in the best interests of the SMGWA; and
8. To waive any minor defect or technicality in any proposal received.

E. Questions/Clarification Request

The respondent will, in the proposal, identify the Project Manager and key staff. The Project Manager will be the primary contact for the SMGWA.

For the SMGWA, the primary contact is Rob Swartz (831-662-2051, admin@smgwa.org)

During the RFP process, interested parties are requested to direct all questions to the SMGWA's primary contact listed above. Final date of the inquiries is February 22, 2023. All substantive clarifications will be posted on the website along with the RFP.

V. Submittal Requirements and Proposal Format

The proposal is to be submitted in digital format and should be no longer than 20 pages, including resumes and attachments.

Firms interested in being considered for this project are requested to submit their proposals via e-mail by 3:00 p.m., March 3, 2023 to:

Rob Swartz, Senior Planner
On behalf of Santa Margarita Groundwater Agency
admin@smgwa.org

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

The proposal must provide the information requested and be organized into sections as follows:

- Cover Letter
- Company Profile
- Project Manager and Key Staff
- Demonstrated Past Performance
- Understanding of Project and Approach
- Work Plan and Time Allotment
- Cost Proposal

A. Cover Letter

Include a cover letter attesting to the proposal's accuracy, signed by an individual authorized to execute binding legal documents on behalf of the proposing party.

B. Company Profile

Describe the proposing firm and its qualifications for performing the services requested in this RFP.

C. Project Manager and Key Staff

Include a listing of all key personnel (including subconsultants when applicable) involved in performing the work including a description of their background, qualifications, and recent similar experience and responsibility. Clearly specify the individual designated as the Project Manager.

D. Demonstrated Past Performance

List examples that clearly demonstrate your experience, skill and expertise necessary to plan for and successfully execute the work. May include client references if relevant.

E. Understanding of the Project and Approach

Convey your understanding of the nature of the services and present your proposed approach. Describe the practices you use to collect and process high quality data, while being conscious of the need to effectively manage costs.

F. Work Plan and Time Allotment

Discuss your view of the time requirements for providing required services and the availability of key staff.

G. Cost Proposal

Provide a proposed cost for the services described above with appropriate breakdown into tasks, including associated expenses (e.g., equipment rental, mileage, etc.). The cost proposal should be presented on an annual basis for the initial 3-year contract term. Include a fee schedule for all staff that will work on the project.

VI. Evaluation Criteria and Selection

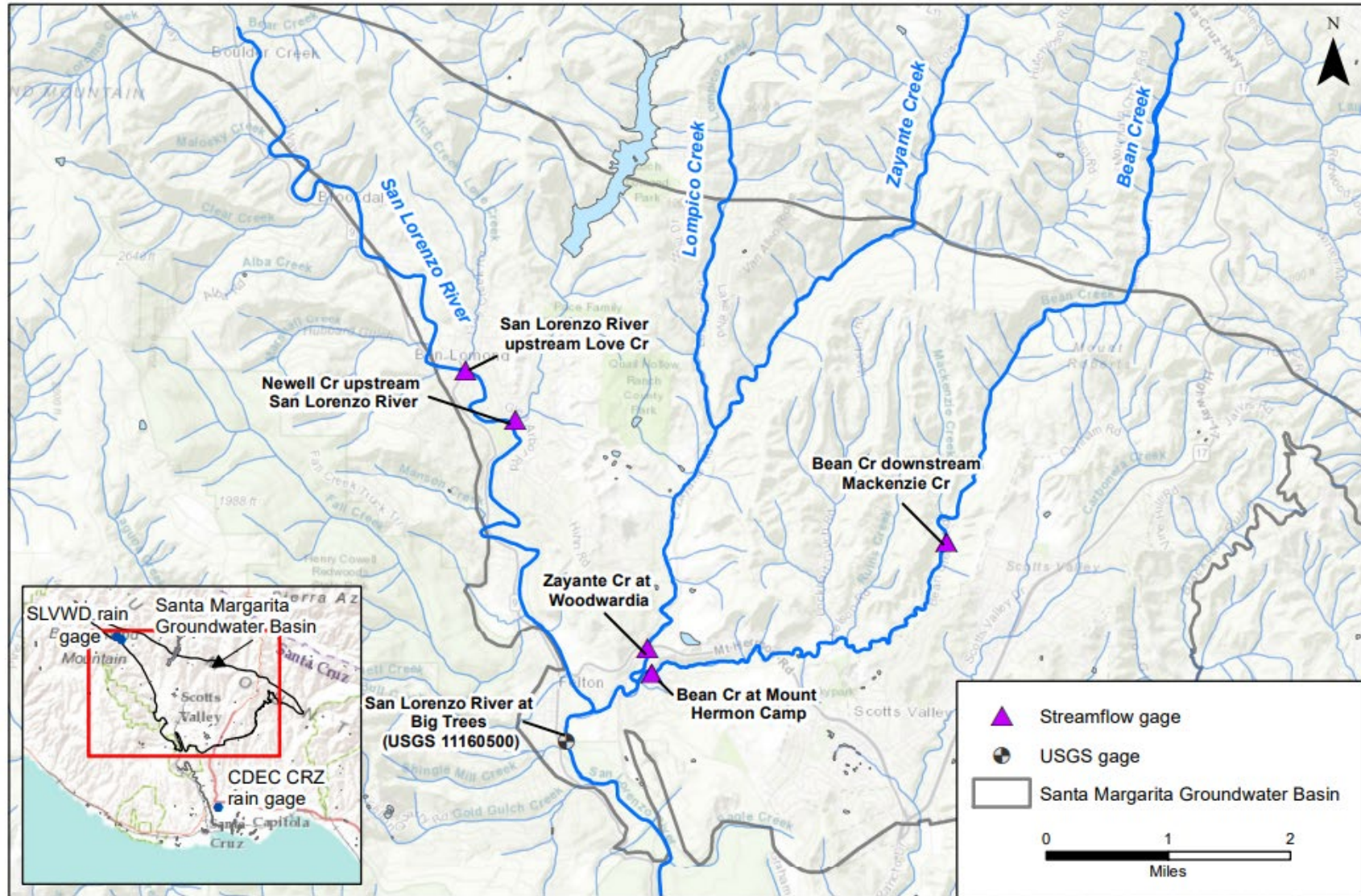
The SMGWA will evaluate each candidate's experience and expertise in collecting and managing streamflow monitoring information. Firms will be evaluated on the information presented in the Proposal. Final selection may be based on the Proposal as well as any supplemental information or interviews conducted. Evaluation factors used to select the top-ranking candidates will include the following:

1. Qualifications as they relate to this project (50%).
 - a. Candidate's range of experience on similar projects.
 - b. Qualifications of proposed key personnel.
 - c. Communication skills (written and verbal)
2. Project Approach (15%).
3. Apparent ability to provide the required services in a timely matter (15%).
 - a. Accessibility of team.
 - b. Flexibility and readiness to complete specified work.
4. Cost proposal (20%).

Contract negotiations will begin immediately with the top ranked candidate after the evaluation process. The SMGWA reserves the right to determine the extent, duration and limit of the services. Such services will be described in an overall work program to be developed by the top ranked candidate and approved by the SMGWA promptly upon notification of selection. Any deviation from the scope and general work-hour duration of the work program must be approved beforehand in writing by the SMGWA.

The successful firm will enter into a Professional Services Agreement (PSA) with SMGWA that will be subject to annual renewal to update the scope of work, schedule, and budget. A PSA template is attached as Exhibit A.

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency



(Prepared by Balance Hydrologics, 2022)

Figure 1. Locations of Dry Season Streamflow Monitoring Network

Exhibit A. Template Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT
PROJECT TITLE

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____ 2023 by and between the SANTA MARGARITA GROUNDWATER AGENCY ("Agency") and _____ a California Corporation ("Consultant").

RECITALS

The Agency has a need for professional services described in Exhibit A and the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services.

Now, therefore, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1) Scope of Work.

- a) The Consultant shall furnish to the Agency upon execution of this Agreement or receipt of the Agency's written authorization to proceed, those services and work set forth in Exhibit A ("Scope of Work") which is attached hereto and, by this reference, made a part hereof.
- b) The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations, and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this agreement that are in effect at the time of performance of this Agreement.

2) Term; Schedule; Termination.

- a) The term of this Agreement shall be from the date of execution of this Agreement or the Agency's written authorization to proceed until completion of the work. Services and work provided by the Consultant under this Agreement shall be performed in a timely manner as stated in Exhibit B ("Schedule").
- b) The Agency may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the Agency that the Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Agency may authorize in writing) after receipt of written notice from the Agency specifying such failure. At the option of the Agency, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) the sale or transfer of Consultant's business.

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

3) Compensation.

- a) The Consultant shall be compensated for work performed as set forth in Exhibit C (“Payment Terms”). The Consultant shall provide the Agency with a periodic statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.
- b) The Consultant shall provide the Agency with copies of the certified payroll records (CPRs) along with the period statements if the services under this Agreement are being performed as part of an applicable public works or maintenance project, as defined by the prevailing wage laws as set forth in Labor Code Section 1720 and 1770 et seq.
- c) The Consultant is not entitled to reimbursable expenses other than specified in Exhibit C.
- d) Payment by the Agency shall be conditioned upon and subject to upon Consultant’s satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Work.
- e) Except as expressly provided in this Agreement, the Consultant shall not be entitled to nor receive from the Agency any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.
- f) The Consultant agrees to provide the Agency with a W-9 form. The Agency shall not withhold any Federal or State income taxes or Social Security tax from any payments made by the Agency to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the Consultant.

4) Grant Requirements. The expenses incurred under the attached Scope of Work may be reimbursed through a Sustainable Groundwater Management Grant from the California Department of Water Resources. Upon confirmation of a grant award, the Consultant agrees to comply with the Grant Requirements applicable to contractors or subcontractors. For reference a summary of typical standard conditions is provided in Exhibit “D” attached hereto.

5) Ownership of Work Product. All documents, drawings and work product ("Work") prepared or produced by the Consultant under this Agreement shall become and remain the property of the Agency, except as otherwise approved in writing by the Agency. The Consultant shall retain intellectual property rights in the Work, except Consultant shall grant the Agency a nonexclusive license in all Work protected by intellectual property rights, and Agency may reproduce the plans, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work. The Agency shall indemnify the Consultant for any claims or damages arising from the Agency's negligence in modifying the Work.

6) Prevailing Wages, DIR Registration. The Consultant shall abide by all applicable prevailing wage laws as set forth in Labor Code Section 1720 and 1770 et seq. If the services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, as defined by the prevailing wage laws, the Consultant agrees to fully comply and to require its sub consultants to comply with such laws. It shall be the Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

- 7) **Required Licenses, Certificates, and Permits.** Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Consultant to provide the services and work described in Exhibit A must be procured by the Consultant and be valid at the time the Consultant enters into this Agreement. Further, during the term of this Agreement, the Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by the Consultant at no expense to the Agency.
- 8) **Office Space, Supplies, Equipment, etc.** Unless otherwise provided in this Agreement, the Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement.
- 9) **Insurance.** The Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
 - a) **General Liability Insurance.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products, and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by the Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b) **Professional Liability Insurance.** Professional errors and omissions liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
 - c) **Automobile Liability Insurance.** If the Consultant or Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
 - d) **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant shall comply with such provisions before commencing the performance of the work of this Agreement.
 - e) **Deductibles.** Any deductibles or self-insured retentions over \$10,000 must be declared in writing and approved by the Agency. At the option of the Agency, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions, or (b) Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the Agency guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The Consultant agrees that it shall be responsible for and pay any self-insured retention or deductible and shall pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of Consultant's defense and indemnification obligations as set forth in this Agreement.

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

- f) **Additional Insured Endorsement.** The Consultant shall obtain a separate endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the Agency, the State of California, and their directors, officers, officials, agents, employees and volunteers as additional insureds.
 - g) **Consultant's Insurance is Primary.** The Consultant's insurance coverage shall be primary insurance regarding the Agency and the Agency's officers, officials and employees. Any insurance or self-insurance maintained by the Agency or the Agency's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
 - h) **Approved Insurers.** Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; except as otherwise approved by the Agency.
 - i) **Subcontractors.** The Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein or shall include all subcontractors as additional insureds under its insurance policies.
 - j) **Certificates of Insurance.** Prior to the date, the Consultant begins performance of its obligations under this Agreement, the Consultant shall furnish the Agency with certificates of insurance showing coverage required by this Agreement.
- 10) Defense and Indemnification.** To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), the Consultant shall indemnify, defend, and hold harmless the Agency and the State of California, and their officers, agents, members, and employees (collectively, "Indemnitees") from and against all damages, liability, losses, claims, suits, or actions of any kind and nature whatsoever, including attorneys' fees (collectively, "Liabilities"), arising directly or indirectly from the Consultant's negligence, errors, omissions or willful misconduct in performance of this Agreement. The Consultant's obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities, and in no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.
- 11) Status of Consultant.** All acts of the Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of the Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers or employees of the Agency. The Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the Agency. If the Consultant deems it appropriate to employ a subconsultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the Agency and seek the Agency's prior approval. Any consultant, expert or investigator employed by the Consultant at the Consultant's expense and shall be the agent of the Consultant and not the Agency.
- 12) Records and Audit.** The Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for at least four (4) years. Any authorized representative of the Agency shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by the Consultant.
- 13) Assignment.** This is an agreement for the services of the Consultant. The Agency has relied upon the skills, knowledge, experience and training of the Consultant and Consultant's firm, associates and

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

employees as an inducement to enter into this Agreement. The Consultant shall not assign or subcontract this Agreement without the express written consent of the Agency.

- 14) Waiver of Default.** Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
- 15) Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which the Consultant or the Agency shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as set forth below.
- 16) Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.
- 17) Amendment.** This Agreement may be modified, amended by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 18) Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.
- 19) Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 20) Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in Santa Cruz County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

CONSULTANT

By: _____
Name, Title
Company
Address
City State Zip
email

AGENCY

By: _____
Authorized Representative
Santa Margarita Groundwater Agency
2 Civic Center Drive
Scotts Valley, CA 95066
email

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

EXHIBIT A
Scope of Work

RFP for Dry Season Streamflow Monitoring
Santa Margarita Groundwater Agency

EXHIBIT B
Schedule

EXHIBIT C
Payment Terms

EXHIBIT D
Grant Requirements

The following standard conditions applicable to contractors and subcontractors are required to comply with awards funded under the Sustainable Groundwater Management Grant Program administered by the State of California Department of Water Resources.

The Consultant agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.

The Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, the Consultant shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Consultant shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

The Consultant is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the contract being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

The Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

The Consultant affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

The Consultant agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to the Consultant's scope of work as may be reasonably required by State.

The Consultant shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.