

# CRMP

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## California Residential Mitigation Program A Joint Powers Authority

**Date of Notice: Friday, March 11, 2016**

### **PUBLIC NOTICE**

#### **A PUBLIC MEETING OF THE GOVERNING BOARD OF THE CALIFORNIA RESIDENTIAL MITIGATION PROGRAM**

**NOTICE IS HEREBY GIVEN** that the Governing Board of the **California Residential Mitigation Program (CRMP)** will meet in Mather, California. The Bagley-Keene Open Meeting Act applies generally to meetings of the board, and the meeting is open to the public—public participation, comments, and questions will be welcome for each agenda item. All items are appropriate for action if the governing board wishes to take action. Agenda items may be taken out of order.

**LOCATION: Governor's Office of Emergency Services ("Cal OES")  
3650 Schriever Avenue  
Mather, California 95655**

**DATE: Tuesday, March 22, 2016**

**TIME: 1:00 p.m.**

#### **AGENDA:**

1. Call to order and member roll call:

Mitch Ziemer – Chair, Insurance Director, California Earthquake Authority  
Christina Curry – Vice Chair, Deputy Director, California Office of Emergency Services  
Dan Dyce – Consultant, California Earthquake Authority  
Nancy Ward - Chief Deputy, California Office of Emergency Services

*Establishment of a quorum*

2. Consideration and approval of the minutes of the February 9, 2016 CRMP governing board meeting.
3. CRMP Executive Director Janiele Maffei will present her executive report.
4. CRMP Treasurer Tim Richison will present a financial report.

5. CRMP Managing Director Sheri Aguirre will present an update on the Earthquake Brace + Bolt (EBB) program and the Napa Earthquake Brace + Bolt (Napa EBB) program.
6. Ms. Aguirre will present for approval criteria for determining the number of homeowners initially selected by ZIP Code or group of ZIP Codes as participating homeowners for the EBB Program.
7. Ms. Aguirre will present for approval updates to the rules for the EBB program and the Napa EBB program and the privacy policy for the CRMP websites.
8. Ms. Aguirre will present for approval a Request for Qualifications and Proposal for Marketing and Public Relations Services.
9. Public comment on items that do not appear on this agenda and public requests that those matters be placed on a future agenda.
10. Adjournment.

**Inquiries and General Information:**

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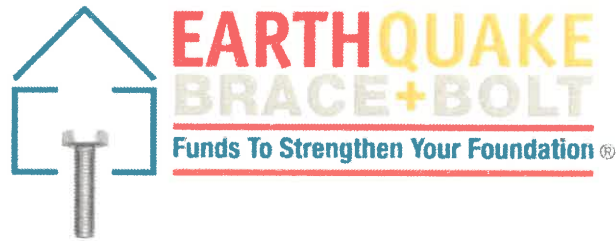
**To view this notice on the CRMP website, please visit  
[www.CaliforniaResidentialMitigationProgram.com](http://www.CaliforniaResidentialMitigationProgram.com)**

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**Persons with disabilities may request special accommodations at this or any future CRMP governing board meeting or may request the accommodation necessary to receive agendas or materials prepared for its board meetings.**

**Please contact Jacqueline Ball by telephone at (916) 661-5607 or by email at [jball@calquake.com](mailto:jball@calquake.com). We would appreciate hearing from you at least five days before the meeting date to best allow us to meet your needs.**

**NOTE: You might have received this notice because your name, or that of your organization, appears on a public-notice list maintained by the California Earthquake Authority. If in the future you do not wish to receive public notices pertaining to the California Residential Mitigation Program, please send your request by email to [info@californiarresidentialmitigationprogram.com](mailto:info@californiarresidentialmitigationprogram.com).**



Draft Meeting Minutes  
are not available.

Please see CRMP Governing  
Board Meeting  
Approved Minutes.

## **CRMP Governing Board Memorandum**

March 22, 2016

Agenda Item 3: Executive Report by Executive Director Janiele Maffei

Recommended Action: No Action Necessary

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Executive Director Janiele Maffei will provide an update on CRMP and CEA mitigation interests and projects.

## **Governing Board Memorandum**

March 22, 2016

Agenda Item #4:                   Treasurer's Financial Report

Recommended Action:       No Action Necessary

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### Background:

CRMP Treasurer, Tim Richison, will go over the CRMP financial statements as of December 31, 2015 and January 31, 2016.

### Recommendation:

No action is necessary.

**California Residential Mitigation Program  
(CRMP)**

**FINANCIAL  
REPORT**

**BOARD MEETING  
Tuesday, March 22, 2016**

**California Residential Mitigation Program  
Balance Sheet  
as of December 31, 2015**

**Assets:**

Cash and cash equivalents	\$ 1,391,034
Total assets	<u><u>\$ 1,391,034</u></u>

**Liabilities and Fund Balance:**

Liabilities:

Accounts payable and accrued expenses	<u>\$ 138,106</u>
Total liabilities	<u>138,106</u>

Fund Balance:

Unassigned	3,091,314
Current-year net income	<u>(1,838,386)</u>
Total fund balance	<u>1,252,928</u>

Total liabilities and fund balance	<u><u>\$ 1,391,034</u></u>
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**California Residential Mitigation Program**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the Year-to-Date Ended December 31, 2015**

Revenues:	
Contributions from members	\$ -
Total revenues	<u>-</u>
Expenditures:	
Administration and other office expenses	\$ 323
Audit Services	73,000
Board meeting	1,475
Grants (consumer incentives)	1,196,529
IT administration support	51,260
Insurance	36,356
Legal services	152,963
Marketing services	309,162
Travel	17,317
Total expenditures	<u>\$ 1,838,386</u>
Net change in fund balance	(1,838,386)
Fund balance, beginning of year	<u>3,091,314</u>
Fund balance, end of year to date	<u><u>\$ 1,252,928</u></u>



**California Residential Mitigation Program  
2015 Budget to Actual CRMP  
For the Twelve Months Ending December 31, 2015**

**Target Percentage Remaining as of December 2015 is 0.00%**

	<b>Annual Budget 2015</b>	<b>Used Budget \$</b>	<b>Remaining Budget \$</b>	<b>Remaining Budget %</b>
<b>Human Resources:</b>				
Compensation & Benefits:				
Travel				
CEA Contracted Employee	\$10,000	\$6,009	\$3,991	39.9%
Civil Service	0	449	(449)	-449.0%
Non-CEA-Employee	12,000	10,715	1,285	10.7%
<b>General Office:</b>				
Board/Panel Services				
Board & Panel General	5,000	1,620	3,380	67.6%
Administration & Office				
Advertising Administration	10,000	-	10,000	100.0%
Office Supplies	2,000	289	1,711	85.6%
Printing & Stationery	500	-	500	100.0%
Postage	1,500	-	1,500	100.0%
Shipping & Deliveries	500	34	466	93.2%
Sponsorships	12,000	-	12,000	100.0%
Subscriptions	1,200	-	1,200	100.0%
<b>IT Administrative Support:</b>				
EDP Software	300	3,564	(3,264)	-1088.0%
Information Technology	7,800	15,196	(7,396)	-94.8%
Telecommunications	65,000	32,500	32,500	50.0%
<b>Other Operating Expenses:</b>				
Insurance	75,000	36,356	38,644	51.5%
<b>Total Operating Expenses</b>	<b>202,800</b>	<b>106,732</b>	<b>96,068</b>	<b>47.4%</b>
Audit Services	145,000	73,000	72,000	49.7%
<b>Earthquake - Loss Mitigation:</b>				
Grants	2,250,000	1,196,529	1,053,471	46.8%
<b>Legal Services:</b>				
Legal Services - Non-Claims	250,000	152,963	97,037	38.8%
<b>Marketing:</b>				
Marketing Services	500,000	309,162	190,838	38.2%
Promote Earthquake-Loss Mitigation	15,000	-	15,000	100.0%
<b>Total Other Expenses</b>	<b>3,160,000</b>	<b>1,731,654</b>	<b>1,428,346</b>	<b>45.2%</b>
<b>Total Budget Expenditures</b>	<b>\$ 3,362,800</b>	<b>\$ 1,838,386</b>	<b>\$ 1,524,414</b>	<b>45.3%</b>

**California Residential Mitigation Program**  
**Balance Sheet**  
**as of January 31, 2016**

**Assets:**

Cash and cash equivalents	\$ 1,268,765
Total assets	<u>\$ 1,268,765</u>

**Liabilities and Fund Balance:**

Liabilities:

Accounts payable and accrued expenses	\$ 91,811
Due to CEA	<u>350</u>
Total liabilities	<u>92,161</u>

Fund balance:

Unassigned	1,252,928
Current-year net income	<u>(76,324)</u>
Total fund balance	<u>1,176,604</u>

Total liabilities and fund balance	<u>\$ 1,268,765</u>
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**California Residential Mitigation Program**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the One Month Ending January 31, 2016**

Revenues:

Contributions from members	\$	-
Total Revenues		-

Expenditures:

Administration and office	\$	-
Board meeting		-
Financial audit services		-
Homeowner incentives (Grants)		75,000
IT administration support		-
Insurance		-
Legal services		-
Marketing services (CRMP & EBB)		-
Program evaluations		-
Travel		1,324
Total expenditures		76,324

Net Change in fund balance		(76,324)
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Fund balance, beginning of year		1,252,928
Fund balance, end of year to date	\$	1,176,604

**California Residential Mitigation Program  
2016 Budget to Actual CRMP  
For the One Month Ending January 31, 2016**

**Target Percentage Remaining as of January is 91.67%**

	<u>Annual Budget 2016</u>	<u>Used Budget \$</u>	<u>Remaining Budget \$</u>	<u>Remaining Budget %</u>
<b>CRMP Administrative Expenses</b>				
<b>Human Resources:</b>				
Travel				
CEA Contracted Employee	\$ 10,000	\$ -	\$ 10,000	100.0%
Civil Service	6,500	993	5,507	84.7%
Non-CEA-Employee	10,000	331	9,669	96.7%
<b>General Office:</b>				
Board/Panel Services				
Board & Panel General	3,900	-	3,900	100.0%
Administration & Office				
Advertising Administration	4,000	-	4,000	100.0%
Meeting & Events	1,000	-	1,000	100.0%
Office Supplies	500	-	500	100.0%
Printing & Stationery	5,000	-	5,000	100.0%
Postage	6,000	-	6,000	100.0%
Shipping & Deliveries	500	-	500	100.0%
Insurance	55,065	-	55,065	100.0%
Financial Audit Services	50,000	-	50,000	100.0%
<b>Legal Services:</b>				
Legal Services	200,000	-	200,000	100.0%
Promote CRMP	20,000	-	20,000	100.0%
<b>Total Administrative Expenses</b>	<b><u>372,465</u></b>	<b><u>1,324</u></b>	<b><u>371,141</u></b>	<b><u>99.6%</u></b>
<b>EBB Program Expenses</b>				
<b>IT Administrative Support:</b>				
EDP Software	638	-	638	100.0%
Information Technology	22,482	-	22,482	100.0%
Telecommunications	64,800	-	64,800	100.0%
<b>Other:</b>				
Quality Assurance Home Inspections	87,300	-	87,300	100.0%
Program Evaluations	50,000	-	50,000	100.0%
<b>EBB Marketing:</b>				
Marketing Services	300,000	-	300,000	100.0%
Program Education	40,000	-	40,000	100.0%
<b>Homeowner Incentives:</b>				
Grants - Main Program	2,100,000	75,000	2,025,000	96.4%
Grants - Napa EBB	300,000	-	300,000	100.0%
Grants - DOI	3,000,000	-	3,000,000	100.0%
<b>Total EBB Program Expenses</b>	<b><u>5,965,220</u></b>	<b><u>75,000</u></b>	<b><u>5,890,220</u></b>	<b><u>98.7%</u></b>
<b>Total Budget Expenditures</b>	<b><u>\$ 6,337,685</u></b>	<b><u>\$ 76,324</u></b>	<b><u>\$ 6,261,361</u></b>	<b><u>98.8%</u></b>

**California Residential Mitigation Program  
Project Budget Expenditures  
Napa EBB  
as of January 31, 2016**

	<u>Project Budget</u>	<u>2015 Used Budget</u>	<u>2016 Used Budget</u>	<u>Total Used Budget</u>	<u>Remaining Budget \$</u>	<u>Remaining Budget %</u>
<b>Revenue:</b>						
FEMA Reimbursement Grant	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	100%
CEA Matching Contribution	100,000	40,138	-	40,138	59,862	60%
<b>Total Revenue</b>	<u>\$ 400,000</u>	<u>\$ 40,138</u>	<u>\$ -</u>	<u>\$ 40,138</u>	<u>\$ 359,862</u>	<u>90%</u>
<b>Expenses:</b>						
<b>CEA Matching Expenses:</b>						
Staff Time	\$ 36,500	\$ 1,349	\$ -	\$ 1,349	\$ 35,151	96%
Website	3,000	38,789	-	38,789	(35,789)	-1193%
	<u>39,500</u>	<u>40,138</u>	<u>-</u>	<u>40,138</u>	<u>(638)</u>	<u>-2%</u>
<b>CRMP Expenses:</b>						
Legal Services	12,500	19,440	-	19,440	(6,940)	-56%
Call Center	9,000	-	-	-	9,000	100%
Marketing	28,000	9,996	-	9,996	18,004	64%
Insurance	1,000	-	-	-	1,000	100%
Photos of each house	10,000	-	-	-	10,000	100%
	<u>60,500</u>	<u>29,436</u>	<u>-</u>	<u>29,436</u>	<u>31,064</u>	<u>51%</u>
<b>Homeowner Incentives:</b>						
Grants to homeowners (100 payments at \$3,000)	300,000	-	-	-	300,000	100%
<b>Total Expenses</b>	<u>\$ 400,000</u>	<u>\$ 69,574</u>	<u>\$ -</u>	<u>\$ 69,574</u>	<u>\$ 330,426</u>	<u>83%</u>

**California Residential Mitigation Program  
Project Budget Expenditures  
State of California - Department of Insurance  
as of January 31, 2016**

	<u>Project Budget</u>	<u>2015 Used Budget</u>	<u>2016 Used Budget</u>	<u>Total Used Budget</u>	<u>Remaining Budget \$</u>	<u>Remaining Budget %</u>
<b>Revenue</b>						
Appropriation	\$ 3,000,000	-	-	-	\$ 3,000,000	100%
<b>Total Revenue</b>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>	<u>100%</u>
<b>Expenses</b>						
Grants to Homeowners (1000 Payments at \$3,000)	\$ 3,000,000	-	-	-	\$ 3,000,000	100%
<b>Total Expenses</b>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>	<u>100%</u>

## **CRMP Governing Board Memorandum**

March 22, 2016

Agenda Item 5: Earthquake Brace + Bolt Update

Recommended Action: No Action Necessary

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### **2015 EBB Program**

As of March 14, 502 people have completed retrofits and 82 have building permits.

### **2016 EBB Program**

Homeowner registration for the 2016 Earthquake Brace + Bolt (EBB) program opened on January 20 in 18 cities and more than 100 ZIP Codes and closed on February 20. Homeowners in eligible ZIP Codes with qualifying house characteristics are eligible for an incentive payment of up to \$3,000 to help pay costs associated with seismically retrofitting their houses.

More than 4,400 homeowners registered for EBB.

An electronic random selection was completed and approximately 3,200 people were accepted into EBB on March 15. All other homeowners were notified that they are on the wait list. For the first time, we are mailing Homeowner Packets to every homeowner accepted that include:

- EBB Program Rules
- A Step by Step document outlining how to complete the retrofit and receive payment
- A packet, including the Program Rules, for homeowners to give their contractor to help ensure a proper retrofit

EBB plans to do 1600 retrofits in 2016 and the first 1,000 will be funded by the \$3 million provided by the State of California via the Department of Insurance.

Training building department staff on Chapter A3 continues through March.

### **FEMA Hazard Mitigation Grant Program (100 retrofits in Napa)**

Homeowner registration for 100 retrofits for Napa houses, funded by FEMA's Hazard Mitigation Grant Program (Napa EBB), opened on February 22 and closes at midnight on March 22. As of March 14, 180 homeowners have registered.

Staff will review house and homeowner qualifications and then submit the list for review and approval to FEMA. Once approved, homeowners will be accepted into Napa EBB to begin the retrofit process.

## **Additional Funding**

We continue to look for additional funding for the EBB program to expand incentive payments to more homeowners. The number of homes in need of retrofits far exceeds the level of funding we have available at this time.

In January, the CEA filed a Notice of Interest to submit another application for additional Hazard Mitigation Grant Program funds available following last year's wildfires. The CEA has requested a federal grant of \$1.8 million to be combined with a CEA match of \$ \$600,000. The CEA received permission to file the application, which is due on June 16, but we do not know how much will be awarded to the program.

We also are hopeful the State of California will continue its support for EBB funding in 2017.



## CRMP Governing Board Memorandum

March 22, 2016

Agenda Item 6: Criteria for determining number of homeowners selected by Zip Codes or group of Zip Codes

Recommended Action: Approve Criteria for homeowners selected by Zip Code or group of Zip Codes

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### Criteria for Determining the Number of Homeowners to be Selected as Participating Homeowners in a ZIP Code or Group of ZIP Codes

#### Background

Before our random selection process selects Participating Homeowners in a ZIP Code or group of ZIP Codes, we have to determine how many program spaces for Participating Homeowners will be allocated to that ZIP Code or group of ZIP Codes. This allocation process is described below.

#### Process

We first identify cities where we want to select Participating Homeowners. We then identify the number of ZIP Codes in each city area (some ZIP Codes included in our count may be outside the city limits) and allocate spaces for Participating Homeowners using this table:

ZIP Codes per City	Minimum Target Retrofits	Spaces Allocated (Target x2)
1 to 5	50	100
6- to 0	100	200
11-15	150	300
16+	200	400

#### Selection

After the spaces are allocated, our electronic random process selects homeowners residing in the ZIP Codes for a city area and we offer program spaces to the homeowners selected. The rest remain on the wait list. If homeowners offered program spaces decline to become Participating Homeowners or drop out, we offer EBB program spaces to wait-listed homeowners in the city area, according to the number of open program spaces.

When registration in a particular city area is below our target acceptance number, we reallocate those spaces to other high-registration city areas.

## CRMP Governing Board Memorandum

March 22, 2016

Agenda Item 7: Approval of updates to the rules for the EBB program, the Napa EBB program and the privacy policy for the CRMP websites

Recommended Action: Approve update to the privacy policy

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The only update proposed at this time is to expand the privacy policy for the CRMP websites. The proposed changes are in italics.

CRMP will use the information we collect from you for the following purposes:

- providing information regarding CRMP programs and services,
- responding to your requests so that CRMP may better understand your needs and how we can improve our Website and other communications with you and the programs and services we provide,
- pooling your information with that of others to derive business statistics for our internal use,
- contacting you directly with information we think you may find interesting or useful about CRMP *or earthquake insurance* or our members, partners or affiliates,
- *sharing your information with our members and the Federal Emergency Management Agency for the purposes of determining your eligibility to participate in our programs and in their programs,*
- *analyzing how houses that are seismically retrofitted perform in earthquakes,*
- administering your account with CRMP as a participant in our programs and services, and
- sharing your information with third parties for the purposes of analyzing our Website usage and providing additional functionality, program, or services.

## **CRMP Governing Board Memorandum**

March 22, 2016

Agenda Item 8: Request for Qualifications and Proposal for Marketing and Public Relations Services

Recommended Action: Approve Request for Qualifications and Proposal for Marketing And Public Relations Services

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Ms. Aguirre will present for approval a Request for Qualifications and Proposal for Marketing and Public Relations Services.

# **Request for Qualifications and Proposals**

**Marketing and Public Relations Services  
RFP CRMP #08-09**

**Date: 03/22/2016**

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## **I. Summary of Key Dates**

The following schedule is subject to modification by the California Residential Mitigation Program (“CRMP”). Questions must be submitted in the manner described in Section III.

- |   |                |
|---|----------------|
| 1. Date of issue  | March 23, 2016 |
| 2. Deadline for submitting questions  | March 31, 2016 |
| 3. Final date for CRMP to post addenda for which proposers are responsible                  | April 7, 2016  |
| 4. Final proposal submission date   | April 22, 2016 |
| 5. Proposal evaluation  | April 28, 2016 |
| 6. Finalists’ presentations (optional, in the discretion of CRMP) in Sacramento, California | May 5, 2016    |
| 7. Award of opportunity to negotiate contract   | May 17, 2016   |
| 8. Commencement date  | May 18, 2016   |

## **II. Background**

### **California Residential Mitigation Program (CRMP)**

CRMP was formed in August 2011 under the California Joint Exercise of Powers Act (“Act”) by an agreement between the California Earthquake Authority (“CEA”) and the Governor’s Office of Emergency Services (“Cal OES”).

CRMP was formed for the purpose of supplying grants, loans, and loan guarantees (and related assistance and incentives) to owners of dwellings in California who wish to retrofit their homes to protect against earthquake damage. CRMP and its program are described at [www.californiaresidentialmitigationprogram.com](http://www.californiaresidentialmitigationprogram.com).

### **Purpose of this RFQ**

CRMP seeks a contractor (“the Contractor”) to provide public relations and marketing services for CRMP’s retrofit program, Earthquake Brace + Bolt (EBB). The Contractor may use one or more subcontractors. Subcontractors, if used, must be approved by CRMP in advance, in writing, and must agree to be bound by all of the provisions of the contract between CRMP and the Contractor. The Contractor will work under the direction of and in consultation with the managing director of CRMP. **The amount and scope of work is in the sole discretion of CRMP; there is no guarantee of work if a contract is awarded.**

Services will be performed in California.

### **III. Submitting Questions**

Questions are to be submitted by email only, and each proposer is solely responsible for following the timeframes in Section I. Submit all questions to:

\_\_\_\_\_@calquake.com

CRMP will respond to questions as they are received. Answers will be posted on CRMP's website at [www.californiaresidentialmitigationprogram.com](http://www.californiaresidentialmitigationprogram.com) on the Contract/Employment Opportunities page.

### **IV. Proposer's Responsibilities Regarding Addenda**

CRMP reserves the right in its sole discretion to modify any part of this RFQ by issuing a written addendum.

All addenda issued by CRMP after the final submission date for proposals will be posted solely to [www.californiaresidentialmitigationprogram.com](http://www.californiaresidentialmitigationprogram.com) on the Contract/Employment Opportunities page.

It is the sole responsibility of each proposer to continue through the final submission date to check the CRMP website for addenda.

Each proposer acknowledges and accepts the affirmative responsibility to inquire regarding, and seek any desired clarification of, any part or provision of this RFQ that the proposer does not understand or believes is reasonably susceptible to more than one interpretation. If a proposer claims any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the proposer must immediately notify CRMP's RFQ contact person and request clarification. In its sole discretion, CRMP may issue clarifications in the form of written addenda to this RFQ and will post the written addenda to [www.californiaresidentialmitigationprogram.com](http://www.californiaresidentialmitigationprogram.com) on the Contract/Employment Opportunities page.

In its sole discretion, CRMP may disregard any and all claims of ambiguity, conflict, discrepancy, omission, or error received by CRMP after the final proposal-submission date.

No additional time to meet any deadline will be allowed after the final submission date for proposals on account of clarifications made by CRMP.

Any response received after 5:00 p.m. on Friday, April 21, 2016, will be returned unopened and the proposer will not be entitled to participate in any way in the procurement process provided for in this RFQ.



The provisions of any addendum formally issued by CRMP are automatically incorporated into this RFQ, and in addition and as appropriate, may be made a part of or otherwise reflected in any contract awarded as a result of this RFQ.

Each proposer is required to acknowledge as part of the proposer's cover letter (see Submitting Proposal) that the proposer has reviewed the addenda posted one week or more before the final proposal-submission date.

## **V. Submitting Proposal**

Submit the original and four copies of the proposal, with an electronic copy on a CD, in a sealed envelope or package.

The original proposal must bear an original signature of the person who signed the cover letter and be marked "Original."

1. The proposer's name and address must appear on the outside of the sealed proposal envelope or package.
2. A proposal by a firm must be signed by a person authorized to bind the firm.
3. All proposals must be sent or delivered to the following address:

**California Residential Mitigation Program  
801 K Street, Suite 1000  
Sacramento, California 95814  
CONFIDENTIAL**

**Response to Request for Qualifications and Proposals CRMP RFQ \_\_\_\_\_**

4. Proposals must be physically received by CRMP during normal business hours (but in any event no later than 5:00 p.m. Pacific Time on Friday, April 22, 2016).
5. Unless expressly and specifically requested by CRMP, proposals are not to be submitted, in whole or in part, by fax or by electronic or magnetic media.

Should a proposal contain information that the proposer considers confidential or proprietary, a statement to that effect must be included in the cover letter, and each and every page containing confidential or proprietary information must be so marked in the upper right-hand corner. CRMP will use reasonable efforts to keep such pages from public disclosure, except to the extent provided in any resulting contract or the extent required by law. CRMP makes no representations or warranties that its efforts will be successful. Proposers are reminded that many of CRMP's records are subject to public disclosure under the California Public Records Act.

No proposal can be considered confidential or proprietary in its entirety.

If, before the submission deadline, a proposer wishes to make any change or augment a proposal it has already submitted, the only method of correction or modification is to (1) notify CRMP that proposer is withdrawing its proposal and then (2) submit the modified proposal before the proposal-submission deadline. Modification offered in any other manner, or after the proposal-submission deadline, will not be considered.

All proposals become the property of CRMP upon submission and are subject to being made public by CRMP at any point after submission.

All costs to develop proposals and attend interviews regarding proposals are the sole responsibility of the proposer and cannot be charged to CRMP, the CEA, or Cal OES. Please review all addenda posted on the CRMP website before submitting proposals.

Record your company name and the RFQ name/number on each page of your proposal.

Procedural objections to this RFQ or the RFQ process must be received by CRMP promptly and in any event by 5:00 p.m. Pacific Time on April 28, 2016. Any such objections must be in writing and sent to the attention of Sheri Aguirre, Managing Director of CRMP, at the following address:

**California Residential Mitigation Program  
801 K Street, Suite 1000  
Sacramento, California 95814**

## **VI. Services to Be Provided**

The services to be provided will be determined by CRMP and the Contractor and are likely to include the following services.

- A. Provide expertise and advice to CRMP regarding EBB's public relations and marketing campaign planning, implementation, and evaluation.
- B. Provide expertise in marketing campaigns to promote the EBB program, including online and social media campaigns.
- C. Provide printing and direct mail services for marketing.
- D. Write and distribute news releases, fact sheets, opinion pieces, editorials, issue-briefs, and other media materials.
- E. Provide written translation services for languages other than English, including but not limited to Spanish and Asian-languages for program publications, forms and web pages.
- F. Provide graphic design work, photography and videography to promote EBB.
- G. Provide research services, including consumer surveys and focus groups.
- H. Assist with media planning, buying, and posting. The Contractor must have the ability to purchase foreign-language media, including but not limited to Spanish and

Asian media.

- I. Support CRMP by producing, planning and monitoring news conferences including post-earthquake news conferences.

The format of all project deliverables must be fully compatible on a PC (Windows) platform.

## **VII. Minimum Qualifications**

The proposing firm must meet, to CRMP's satisfaction, all of the following minimum qualifications to be considered for a contract award. Each proposer must establish minimum qualifications by use of the "Statement of Minimum Qualifications." Failure to satisfy all minimum qualifications, in CRMP's sole judgment, will result in immediate rejection of the proposal.

As of the issue date of this RFQ:

1. The firm must have been in business for at least five years.
2. The firm or subcontractor must have at least five years of experience in marketing and public relations services with substantial, relevant professional experience in public relations, advertising, social media, media buying.
3. The firm must have substantial, relevant professional experience with similar clients and projects. Please reference two (2) closest relevant clients and campaign experience.
4. The firm or subcontractor must have substantial, relevant graphic design experience.
5. At least one key professional member of the firm must be assigned to the CRMP account and must have a minimum of five years in marketing and public relations services.

## **VIII. Pricing**

The firm must provide a clear fee structure.

CRMP will pay negotiated fees in arrears.

## **IX. Submission Instructions**

The proposal and cover letter, exclusive of attachments, must not exceed 18 single-sided pages. Attachments must not exceed a total of an additional 16 single-sided pages. All proposals must include the following elements, in the following order:

### **1. Cover Letter**

The cover letter must be signed by a person authorized to bind the proposer contractually. CRMP will reject any proposal that contains an unsigned cover letter. The cover letter must also contain all of the following:

- a. The proposing firm's name, address, telephone and fax numbers, and Web address;
- b. The name, title or position, telephone number, and email address of the person signing the cover letter and any other persons authorized to make representations for the proposer regarding the RFQ;
- c. A statement that the signature constitutes unrestricted authority for the signer to bind the proposer contractually;
- d. A statement that the firm is willing to be bound by contract provisions such as those outlined in Exhibit 1 (note that the contract provisions in Exhibit 1 are examples of typical terms and conditions—other terms and conditions may be required of the proposer if a contracting opportunity is offered and a contract negotiated);
- e. A statement that the proposal is a valid, open proposal for at least 90 days after the CRMP's final proposal-submission date;
- f. A statement affirming that the proposer satisfies each of the Minimum Qualifications;
- g. A statement that the proposer has reviewed all addenda posted through the final addenda posting date shown on the "Summary of Key Dates"; and
- h. A statement that each key professional and each responsible staff member working on the contract is willing to be subject to a background check.

### **2. Firm Background and History**

The proposal must contain all of the following:

- a. Location of firm headquarters;
- b. Number of years the firm has been in existence in the same or substantially the same form and under the same trade name;
- c. Total number of offices and employees (provide a breakdown by category of the number of professional, managerial, line staff, and support staff, respectively);
- d. Description of the firm's ownership and ownership structure;
- e. Identification of any affiliated or subsidiary organizations;
- f. Description of pending or contemplated changes in the firm's organizational structure;

- g. Description of the types of services the firm provides (including, but not limited to, the services described in this RFQ) and reasonable details of the fee arrangements that typically apply;
- h. Three examples of work similar in scope;
- i. Description of the firm's experience in providing marketing and public relations services to governmental and non-governmental clients;
- j. Up to three references of current or past clients with projects of a regional or statewide scope, including examples of work completed for said clients;
- k. Disclosure of litigation or other legal proceedings that the firm, or any officer or principal of the firm, has been involved in at any time within the past three years related to the firm's business activities, and explain the nature of the litigation or legal proceeding, even if the matter has been resolved;
- l. List the applicable coverage amounts for the following:
  - 1) Errors-and-omissions insurance; and
  - 2) Any other insurance that will name the CRMP as additional insured; and
- m. List every institutional client for which the firm provided any of the services described in Section VI (Services to be Provided) of this RFQ that terminated its relationship with the firm during the past four years. Provide the following information:
  - 1) The name of the client; and
  - 2) A full explanation of the reasons for termination of the relationship.

### **3. Work Plan**

The proposal is to describe how your firm will perform the proposed contract. Be specific and avoid generalizing. The work plan should address, without limitation, the following components, and should be organized so that it is clear, comprehensive, and concise:

- a. Identify by name and position/title the primary internal contact for the contract;
- b. Describe your firm's understanding of the work to be performed under this RFQ, including addressing all project deliverables;
- c. Outline your firm's recommended marketing strategy and tactics for our program.
- d. Identify any RFQ requirements that the firm believes are unnecessary;
- e. Propose any alternatives that conform to this RFQ's intent, which if implemented would lead to a better result but which may not satisfy specific RFQ requirements;
- f. Identify any "value-added" services your firm would provide to CRMP;
- g. Detail any conflict of interest, or apparent or potential conflict of interest, that would be created by the firm's contracting with CRMP, and propose how to address or resolve these conflicts of interest;
- h. Describe your firm's policy for ensuring the confidentiality of its clients' matters;

- i. Define “client service” as it relates to your firm, describe mechanisms that are in place to solicit and respond to client feedback, and describe your methodology to meet the specific service requirements included in this RFQ;
- j. Name the professionals who would be assigned to the CRMP account and list their respective responsibilities, and for each such professional or other person assigned to the CRMP account, provide a brief résumé that outlines the person’s education and relevant experience, relevant certifications and credentials, and the duration each has been held; and
- k. If the firm intends to use subcontractors to deliver any of the services outlined in Section VI (Services to be Provided), provide the information in 1, 2, and 3 regarding any and all proposed subcontractor(s).

#### **4. Pricing**

The proposal must include a clear and complete fee structure. CRMP will pay negotiated fees in arrears, as may be agreed. (Information is intended for internal CRMP use, but certain CRMP records are subject to public disclosure under the California Public Records Act and the Bagley-Keene Open Meetings Act. CRMP makes no representation or warranty that its efforts to keep records confidential will be successful.)

#### **5. Equal Employment Opportunity (EEO)**

Describe the firm’s policies and programs that ensure compliance with state and federal Equal Employment Opportunity requirements.

#### **6. Required Attachments**

- a. Proposed fees and expense structure labeled as “Required Attachment A.”
- b. Drug-Free Workplace Certification labeled as “Required Attachment B” (see Exhibit 2).
- c. References labeled as “Required Attachment C” (see Exhibit 3).

#### **X. Additional Information**

CRMP will not be bound by any oral interpretation of this RFQ by any of its representatives or employees, unless those oral interpretations are subsequently issued as a written addendum to this RFQ.

Each proposer must make those arrangements necessary to become fully informed in advance of commencing work regarding all conditions and matters that, during the contract term, could affect the performance of contracted work. Any failure to fully investigate the foregoing conditions and matters will not relieve the proposer from responsibilities for properly estimating the difficulty or cost to successfully perform the work.

CRMP may request additional clarifying information from any proposer after the initial evaluation of the proposals.

## **XI. Proposal-Evaluation Criteria**

The purpose of the proposal-evaluation process is to: 1) determine whether the proposals satisfied the minimum qualifications, content, and format requirements, and 2) identify the proposers most likely to satisfactorily perform the services described. The evaluation process will be conducted in a comprehensive and impartial manner.

CRMP may invite finalists to interview at its office in Sacramento, California. All costs and expenses associated with preparing and submitting responses to this RFQ, and all travel and travel-related costs of participating in any requested interview and of any contract-negotiation processes, are the sole responsibility of the proposer.

Each proposal package will be date-and time-stamped when received. Proposals received after the final proposal-submission date and time will be returned unopened. Each timely proposal will be reviewed to determine whether it satisfies the minimum qualifications specified in Section VII. Proposals that meet the minimum qualifications will be evaluated and scored. The highest possible score is 100 points.

Criteria and maximum score for the proposal are noted below:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Work Plan	30
Qualifications, Firm Background, and History	30
Proposed Compensation	20
Interview	15
References	5
<b>TOTAL SCORE POSSIBLE</b>	<b>100</b>

## **XII. Award of Opportunity to Contract**

If, at any time during or at the conclusion of the RFQ process, CRMP determines that the results or prospects of this RFQ process are unsatisfactory, CRMP reserves the right to discontinue this process and decline to award an opportunity to contract. The final award of the opportunity to contract will be determined by CRMP's management.

The opportunity to contract will be awarded to the proposer determined by CRMP to have the highest evaluation score, provided that CRMP also determines that accepting the proposer's proposal is reasonable and in the best interests of CRMP.

CRMP reserves the right to reject any or all proposals and to waive any irregularities in proposals received.

**XIII. Commencement Date**

The commencement date is to be determined. It is expected to be May 19, 2016.



## **XIV. Exhibits**

### **Exhibit 1 – Contract Terms**

CRMP will require a contract with the successful proposer that includes the following provisions. The contract will also include provisions pertaining to other matters discussed or sought in this RFQ. Accordingly, the contract will include, but will not be limited to, the following provisions.

**1. Services to be Performed; Contract Management**

The complete description of services to be performed by Contractor is provided in Attachment A: Statement of Work. CRMP's managing director will manage and direct Contractor's activities.

**2. Ambiguities Not Held Against Drafter**

Because this Agreement has been freely and voluntarily negotiated by the parties, Contractor and CRMP agree that ambiguous contractual provisions will not be construed against the drafter.

**3. Amendments**

This Agreement can be amended only by mutual consent of the parties. No change in any term will be valid unless the change is in writing and signed by both Contractor and CRMP. No oral agreement or understanding will bind either party.

**4. Assignment: Delegation**

Contractor must not assign any of its rights or delegate any of its duties under this Agreement without first obtaining CRMP's written consent. Any purported assignment or delegation by Contractor, in whole or in part, in violation of this section, is voidable at the sole option of CRMP.

**5. Attorney's Fees and Costs**

In the event of litigation between the parties to enforce or interpret this agreement, the non-prevailing party must pay the reasonable attorney's fees, costs for in-house counsel services, and actual and taxable costs of the prevailing party. These expenses must be paid in addition to any other relief to which the prevailing party may be entitled.

**6. Audits**

Contractor is subject to examination and audit by the Bureau of State Audits, CRMP, and CRMP's representatives during the term of this Agreement and for three years after the final payment under this Agreement. Any examination or audit would be confined to matters connected with the performance of the required services, including, but not limited to, the costs of administering this Agreement. Contractor must cooperate fully with the Bureau of State Audits, CRMP, and CRMP's authorized representatives in any examination or audit. All adjustments, payments, and reimbursements determined necessary through any examination or audit must be made promptly by the appropriate party to this Agreement.

## **7. Changes in Control, Organization or Key Personnel**

- a. Contractor must notify CRMP in writing within five calendar days:
  - 1) if any of Contractor's representations or warranties ceases to be true;
  - 2) of any change in Contractor's staff who exercise a significant administrative, policy, or consulting role, including the Key Personnel;
  - 3) of any change in the majority ownership, control, or business structure of Contractor;
  - 4) of any other material change in Contractor's business organization.
- b. All Contractor's written notices under this provision must contain adequate information to permit CRMP to evaluate the changes within Contractor's personnel or organization under the same criteria used by CRMP in its original selection of Contractor. Contractor must provide any additional information CRMP might request in connection with such written notices.

## **8. Choice of Law**

This Agreement will be construed and enforced according to California law (without regard to conflict-of-law provisions). A party may sue only in the state court sitting in Sacramento, California. Suit includes any action to compel arbitration or enforce an arbitration award. Each party waives any claim that Sacramento is an inconvenient or improper forum or venue. Each party agrees that the courts named above will have in personam jurisdiction over it.

## **9. Compensation**

- a. CRMP will compensate the Contractor in accordance with Attachment B. The consideration will compensate Contractor for all expenses Contractor incurs in its performance of services.
- b. Contractor guarantees the fees will not increase during the term of this contract.
- c. Correspondence from Contractor to CRMP regarding payments or any related compensation matters must be sent to:

California Residential Mitigation Program  
Attention: Treasurer  
801 K Street, Suite 1000  
Sacramento, CA 95814

- d. Contractor must submit monthly invoices. Invoices must include:
  - 1) Contractor's name, address and telephone number
  - 2) an itemized description of services;
  - 3) total amount of the invoice; and
  - 4) project: "Marketing and Public Relations Services"

Invoices must be addressed to:

California Residential Mitigation Program  
Accounts Payable  
801 K Street, Suite 1000  
Sacramento, CA 95814

- e. Payment will not be due until the invoiced work is performed, correctly identified on the invoice, and accepted by CRMP. CRMP will pay Contractor's invoices as promptly as fiscal procedures permit.

#### **10. Compliance with Laws**

- a. The Contractor must comply with all applicable laws, including those laws specifically applicable because of its relationship to CRMP. Any references to federal or state statutes or regulations are also references to any amendments or successor provisions to those sections.
- b. Permits and Licenses. At its sole expense, Contractor must procure and fully maintain any permits and licenses necessary to accomplish the required services.
- c. Additional Documents. Contractor will execute any additional documents and perform any additional acts as might be reasonable and necessary to carry out the provisions of this Agreement.

#### **11. Confidentiality**

- a. In the course of its duties, the Contractor will gain knowledge of investment, financial, personal, personally-identifiable, technical, accounting, and statistical information pertaining to CRMP, CRMP's member organizations and their employees and staff, CRMP's Governing Board and its members, CRMP employees, contractors, and vendors (collectively, "Restricted Information"). All Restricted Information is strictly confidential unless CRMP expressly designates particular Restricted Information as non-confidential. Contractor must not directly or indirectly disclose any Restricted Information, or use it publicly in any way that requires its disclosure, either during or following the term of this Agreement, without CRMP's advance written, specific permission.
- b. Contractor will not produce, reproduce, publish, or disseminate Restricted Information for its or any other person's personal gain. For purposes of this Section 11, "person" means any person, association, organization, partnership, business trust, limited liability company, or corporation.
- c. Contractor will only release Restricted Information to its employees, representatives, contractors, or subcontractors, or to any other persons, who have been officially notified in writing that they are expressly binding themselves to maintain confidentiality of the Restricted Information. To the best of its ability, Contractor must affirmatively protect all Restricted Information from unauthorized use or disclosure.
- d. The Contractor's disclosure of Restricted Information in violation of this provision is a material breach of contract.
- e. Contractor understands that CRMP is a joint powers authority of the State of California and that CRMP's and Contractor's records might be subject to public disclosure and production pursuant to various laws, including but not limited to the

California Public Records Act (Chapter 3.5, commencing with Section 6250) of Division 7 of Title 1 of the California Government Code) and the Bagley-Keene Open Meeting Act (Article 9, commencing with Section 11120, of Chapter 1 of Part 1 of Division 3 of Title 2 of the California Government Code). CRMP will notify Contractor promptly after receiving a request for disclosure of any documents or materials Contractor has designated as proprietary and confidential in CRMP's possession. CRMP will reasonably cooperate with Contractor, within the statutory framework and limitations on CRMP's duties under the applicable law, and at Contractor's sole cost and expense, in Contractor's efforts to protect its trade secrets and confidential information.

## **12. Conflicts of Interest**

- a. Contractor's Warranty. By its signature on this Agreement, Contractor warrants to CRMP that no claimed, apparent, or actual conflict of interest exists on its part, or on the part of any principal, employee, contractor, or subcontractor, that would influence its:
  - 1) advice and recommendations to CRMP;
  - 2) statements made about CRMP to any person or entity;
  - 3) activities performed on behalf of CRMP; or
  - 4) decisions taken or enacted on behalf of CRMP.
- b. Contractor's Affirmative Duties to Disclose and Address Conflicts of Interest. The parties mutually intend and agree that the duty to disclose a claimed, apparent, or actual conflict is Contractor's sole, affirmative duty. Contractor's failure to identify and disclose such a conflict of interest is a material breach of this Agreement and a default justifying Agreement termination, as the term "default" is used in Subsection 28(b) (Termination for Contractor's Default). CRMP has sole authority and discretion to determine at any time the import and significance of Contractor's failure to identify and disclose any conflict of interest. Contractor must abide in good faith by any protocols developed by CRMP before or during the term of this Agreement to identify, disclose, and address potential, apparent, and actual conflicts of interest. Contractor promises to provide CRMP with any requested information, documentation, and assurances, in writing if so requested, concerning any claimed, apparent, or actual conflict of interest.
- c. Fair Political Practices Laws. Contractor must not directly or indirectly receive any personal benefit from information obtained from CRMP, or received or provided on behalf of CRMP. Contractor must disclose to CRMP any personal investment or economic interest that may be enhanced or made more valuable by any recommendation made to or activity undertaken on behalf of CRMP. Contractor acknowledges that CRMP is subject to the provisions of the Fair Political Practices laws of California (Government Code Section 81000, et seq., and the regulations adopted under that law), and Contractor must comply with the requirements of that law and those regulations. If requested by CRMP, designated Contractor personnel will file with CRMP a Statement of Economic Interests in compliance with CRMP's Conflict of Interest Code (California Code of Regulations, Title 5, Part III, Chapter 1, Section 22000, et seq.).
- d. Neither Contractor, nor any of its subsidiaries, officers, or directors, may submit a bid or be awarded a contract to provide services to CRMP, procure goods or supplies for

CRMP, or perform any related action that is an outgrowth of the services or advice Contractor provides CRMP under this Agreement.

### **13. Cumulative Remedies**

The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies any party might otherwise have at law or in equity.

### **14. Drug-Free Workplace**

Contractor has executed and provided to CRMP a Drug-Free Workplace Certification as Attachment E to this Agreement. CRMP may terminate the Agreement if the Contractor fails to comply with these drug-free workplace requirements.

### **15. Force Majeure**

Neither party is liable for damages that result from delayed or defective performance when the delays arise from an event that is beyond the control and without the fault or negligence of the offending party. Force majeure events include, but are not restricted to, acts of a public enemy, acts of the State in its sovereign capacity, disabling strikes, epidemics, and quarantine restrictions. Contractor is not excused for any delays or interruption in performance caused by events such as fires, floods, earthquakes, power failures, or freight embargoes; CRMP relies on Contractor's statements and assurances and expects continuity of service during such events.

### **16. Indemnification**

- a. Contractor must indemnify, defend, and save harmless CRMP, the CRMP Governing Board, and all CRMP officers, agents, and employees, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorney's fees, arising from any claims of:
  - 1) Contractor's breach of its promises, warranties, or other obligations; or
  - 2) Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence, or reckless disregard of its duties under this Agreement.
- b. For purposes of this section 16, and in reference to the provisions of Section 4 (Assignment; Delegation), a subcontractor's or Contractor's consultant's act or omission to act, whether under Contractor's permitted or unpermitted delegation under this Agreement or unrelated to any delegation, is considered for all purposes the act or omission of Contractor.

### **17. Insurance**

1. Contractor warrants that it maintains, or will obtain before commencing work under this Agreement, adequate liability and other necessary insurance, including such workers' compensation insurance as required by law, and promises to maintain that insurance at levels acceptable to CRMP at all times during the term of this Agreement. Contractor agrees to:
  - a. maintain a liability insurance policy with limits of no less than \$1,000,000 per person / \$3,000,000 per occurrence, providing coverage for all of Contractor's activities;

- b. make CRMP an additional named-insured in that policy, with right to notice of nonpayment of premium or cancellation of the policy;
  - c. maintain adequate Errors and Omissions insurance, with limits of no less than \$1,000,000; and
  - d. provide satisfactory evidence of insurance coverage to CRMP on request.
2. By its signature on this Agreement, Contractor acknowledges that CRMP has no obligation to provide workers' compensation insurance or employee benefits of any nature for Contractor or Contractor's employees or subcontractors.

### **18. Key Personnel**

- a. Attachment C ("Key Personnel") lists each person exercising a significant administrative, policy, or consulting role under this Agreement. Those personnel are referred to in this Agreement as "Key Personnel."
- b. Contractor may not substitute, replace, or reassign Key Personnel without CRMP's advance written approval. With CRMP approval, the parties may document a change in the Key Personnel, and that writing will then become part of this Agreement. All Key Personnel are expressly subject to the provisions of Sections 7 (Changes in Control, Organization or Key Personnel) and 20 (Notices).
- c. In its sole discretion, CRMP can terminate this Agreement immediately, on written notice from CRMP to Contractor, if Contractor changes any of its Key Personnel without CRMP's agreement or if any one or more of the Key Personnel depart Contractor's staff.
- d. It is expressly within the mutual expectations of the parties that, in connection with all projects and tasks executed under this Agreement, all identified Key Personnel will be available during business hours on reasonable demand by CRMP or its contract manager.

### **19. Notice of Proceedings**

Contractor must promptly notify CRMP in writing of any investigation, examination, or other proceeding commenced by any regulatory agency and involving Contractor, its subcontractors, or any of its Key Personnel that is not conducted in the ordinary course of Contractor's business.

### **20. Notices**

- a. Any notice required or permitted by this Agreement is deemed given:
  - 1) on the date of personal delivery;
  - 2) three days after the mailing date if deposited with the U. S. Postal Service; or
  - 3) on the date of receipt as shown by written (or, if the record is contained only on a computer storage device, stored) evidence of delivery when delivered by Express Mail or overnight delivery service
- b. No notice is effective if given only by facsimile machine (fax). Notices are to be directed to all the following representatives:

For CRMP:

California Residential Mitigation Program  
801 K Street, Suite 1000  
Sacramento, California 95814  
Attn: Executive Director

For Contractor:

\_\_\_\_\_  
\_\_\_\_\_

**21. Publicity**

Contractor must not release any publicity or announcement concerning this Agreement without the advance written approval of CRMP.

**22. Record-keeping: Record Retention**

Contractor will keep accurate and appropriate records to accomplish and document the services performed.

- a. Contractor will use reasonable efforts to ensure that books and records of any permitted subcontractors are accurately maintained; all such books and records must be made available for inspection and copying by CRMP or its representatives on reasonable prior notice and during normal business hours. Contractor must maintain its CRMP-related records separate and distinct from the records pertaining to other clients.
- b. All information, data, reports, and records associated with CRMP are the property of CRMP and must be returned if requested at any time, and on termination or expiration of the Agreement. Contractor is permitted to keep copies of all such information, data, reports, and records Contractor requires, for three years after final payment on this Agreement.

**23. Relationship of the Parties**

- a. This Agreement creates a relationship of independent contractor. CRMP is interested only in the results to be achieved under this Agreement; the conduct of the work will lie solely with the Contractor. The work Contractor performs under this Agreement, however, must meet the general approval of CRMP and will be subject to CRMP's general right of inspection and supervision to secure its satisfactory completion.
- b. Contractor's principals, employees, and subcontractors are not and will not be considered employees of CRMP and are not entitled to any benefits provided by CRMP, or by the State of California, to its employees.

**24. Reports**

In addition to project deliverables, Contractor must provide other material that CRMP reasonably requests. Contractor will provide oral or written progress reports to:

- a. determine if Contractor is performing satisfactorily and timely;
- b. communicate interim findings; and
- c. facilitate discussion and resolution of issues.

## **25. Rights in Work**

- a. Neither Contractor, any subcontractor or other consulting staff employed by Contractor, has or will have any rights in any reports, data, documents, systems, or concepts (collectively, "Products") produced by Contractor for CRMP. Only CRMP has ownership of the Products that result from services provided under this Agreement. CRMP reserves the right to give or otherwise release the Products.
- b. CRMP may grant Contractor the rights to publish results of its work in professional journals or as presentations at professional conferences, as specified with CRMP's written approval for each publication proposed by Contractor. CRMP will not unreasonably withhold or delay approval or non-approval.
- c. All Products are, and will be considered for all purposes, works-for-hire, including for purposes of interpretation under U.S. Copyright Law, 17 U.S.C. §101, et seq. To the extent that the Products are not construed as works-for-hire, Contractor will assign, and hereby does assign to CRMP, perpetually and without further consideration, all right, title, and interest to the Products. All right, title, and interest in the Products, and any copyright, patent, trade secret, or other proprietary right in the Products, are and shall be the sole property of CRMP.

## **26. Subcontractors**

- a. Contractor must perform the work contemplated under this Agreement with resources available within its own organization. Contractor must not subcontract any part of its work under this Agreement without the advance written permission of CRMP. The parties must agree in advance on any subcontractor.
- b. Contractor must require in writing of any subcontractor that it be bound by all provisions of this Agreement. Initial subcontractors \_\_\_\_\_ have each agreed to be so bound, and their respective agreements are attached as Attachment D.

## **27. Taxes**

CRMP is exempt from federal excise taxes and will make no payment for or in connection with personal property taxes levied on Contractor or taxes levied on or in connection with Contractor's compensation.

## **28. Termination**

This Agreement can be terminated as follows:

- a. Termination at the Option of CRMP. This Agreement may be terminated in whole or in part, for any reason including the convenience of CRMP, and at any time with 30 days written notice by CRMP. Despite any termination, and at its sole option, CRMP can maintain this Agreement in effect for those transactions pending on the effective date of termination until those transactions are completed. Upon its receipt of a termination notice from CRMP, Contractor must promptly discontinue all services affected unless the notice specifies otherwise. If CRMP terminates all or any part of this Agreement, CRMP will pay Contractor for satisfactory services rendered before the termination, but not more than the maximum amount payable under applicable compensation provisions of this Agreement.
- b. Termination for Contractor's Default. In addition to any other termination right, CRMP is entitled, with two days written notice to Contractor and without any prejudice to its other remedies, to terminate this Agreement because of Contractor's



failure to fulfill any of its Agreement obligations – any such failure is termed Contractor’s Default. Upon its receipt of any notice from CRMP terminating this Agreement for Contractor’s Default, Contractor must immediately discontinue all services affected, unless the notice directs otherwise. Following a two-day notice of termination, CRMP will pay Contractor only the reasonable value of its services rendered. In CRMP’s sole discretion and on any terms it chooses, CRMP may offer Contractor an opportunity to address any default or cure any breach.

- c. Termination for Insolvency. Contractor must notify CRMP in writing immediately if Contractor or any principal of Contractor:
  - 1) files or is placed under federal bankruptcy laws,
  - 2) files or becomes the subject of a state receivership action,
  - 3) is adjudged bankrupt,
  - 4) has a receiver appointed who qualifies,
  - 5) makes an assignment for the benefit of creditors, or
  - 6) is the subject of criminal investigation, indictment, or conviction.

If any of the foregoing events occurs, or if CRMP receives notice of any of the foregoing events, or if CRMP reasonably determines there is a substantial probability that Contractor will be unable (financially or otherwise) to continue its performance, CRMP is entitled to terminate this Agreement and all further rights and obligations immediately upon two days written notice.

- d. Convenience. If CRMP gives Contractor a notice of termination for failure to fulfill Agreement obligations and it is later determined that Contractor had not so failed, the termination will be considered to have been for the convenience of CRMP.
- e. Completion. If CRMP terminates this Agreement for Contractor’s Default, CRMP reserves the right to take over and complete Contractor’s work by any means. Contractor will pay CRMP for any additional costs CRMP incurs to complete the work, to the extent that those additional costs were incurred due to Contractor’s Default.

## **29. Termination, Effect of**

- a. All duties and obligations of CRMP and Contractor will cease on termination of this Agreement, except:
  - 1) Each party will remain liable for any rights, obligations, or liabilities that arose or may arise from its activities under this Agreement before it effectively terminated; and
  - 2) Those clauses named in Subsection 33 (Survival).
- b. Within 15 days after the effective termination date, Contractor will deliver to CRMP all CRMP records and Products, whether prepared by Contractor or received by Contractor from a third party. The records and Products include, but are not limited to:
  - 1) reports and data prepared by Contractor, subcontractor or consultants;
  - 2) financial statements, investment performance data, and related reports and data systems; and
  - 3) modified software, manuals, custom scripts, code, and processes.

Together, Contractor and CRMP will determine an effective method and form to transfer the records and Products, and Contractor will deliver all records and Products in usable form. Contractor will cooperate fully to ensure an orderly termination process and orderly transfer of services.

- c. Upon expiration or termination of this Agreement, Contractor will provide all reasonable assistance to transition CRMP's records, accounts, funds, and services to CRMP's subsequent auditor, without additional costs to CRMP.

### **30. Time Is of the Essence**

Time is of the essence for delivery of services under this Agreement.

### **31. Waivers**

A party's delay in exercising any right or privilege is not a waiver of any Agreement provision. Neither party's waiver, nor single or partial exercise of any right or privilege, will preclude any other or further exercise of any other right or privilege under this Agreement.

### **32. Warranties**

The Contractor warrants its compliance with the following requirements:

#### **a. Employees**

- 1) Americans with Disabilities Act. Contractor warrants that it complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq. – the "ADA") and all regulations and guidelines issued under the ADA.
- 2) Fair Employment and Housing Act. Contractor and subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the related regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission that implement Government Code section 12990, subdivisions (a) through (f) (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are by this reference made a part of this Agreement.
- 3) Nondiscrimination. During the performance of this Agreement, Contractor and its subcontractors, and their agents and employees, will not unlawfully discriminate against, harass or allow harassment of any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to a diagnosis of cancer for which a person has been rehabilitated or cured), age (40 or over), marital status, denial of family and medical care leave, or denial of pregnancy disability leave. Contractors and subcontractors, and their agents and employees, must ensure that the evaluation and treatment of their employees and applicants for employment are free from those types of discrimination and harassment.

Contractor must include the nondiscrimination and compliance provisions of this clause in all permitted subcontracts to perform work under this Agreement.

#### **b. Labor**

- 1) Collective Bargaining. Contractor and its subcontractors must give written notice of their obligations under this clause to all labor organizations with which they have a collective bargaining or other agreement, if any.

- 2) National Labor Relations Board Certification. Contractor affirms, under penalty of perjury, that no more than one final, finding of contempt of a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a federal court's order to comply with a National Labor Relations Board order.
- c. Standard of Care. The personnel or subcontractors responsible for discharging Contractor's duties under this Agreement are experienced in the performance of the duties contemplated and will meet the appropriate standard of care;
- d. Signature Authorization  
The execution and performance of this Agreement will not:
  - 1) violate any provision of any charter document of the Contractor;
  - 2) violate any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority applicable to Contractor; or
  - 3) violate, conflict with, constitute a default under, permit the termination of, or require the consent of any person under any agreement to which Contractor may be bound, the occurrence of which would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or financial or other condition of Contractor.
- e. The person signing the Agreement warrants that he or she is an agent of the Contractor and is duly authorized to enter into the Agreement on behalf of the Contractor.
- f. Contractor represents and warrants that it has the power and authority to enter this Agreement and carry out its obligations under this Agreement and it has duly authorized the execution of this Agreement, and no additional act of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, and examinations any government or governmental authority may require for its acts contemplated by this Agreement.
- g. Contractor warrants that it will promptly notify CRMP of any changes in Contractor's compliance with the warranties stated here, and agrees to restore the warranties, as CRMP in its discretion may require, if a lapse occurs. If the Contractor does not provide notice to CRMP to the contrary, CRMP has the absolute right to rely on the ongoing effectiveness of each warranty stated here.
- h. Term of Agreement  
This Agreement is effective on \_\_\_\_\_ 2016 and its term expires on \_\_\_\_\_ 2019. This Agreement may be terminated sooner in accordance with the provisions of Sections 28 (Termination).
- i. Despite the completion or termination of services, other contractual obligations, including audit, confidentiality, indemnification, record-retention, rights in work, and warranties will continue.
- j. In connection with any work of the Contractor under this Agreement funded in part by the Federal Emergency Management Agency, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- k. Contractor represents and warrants that neither the Contractor nor any of our principals or any of our affiliates is currently barred by the State of California or the federal government from bidding on, accepting, or performing any State of California

or federal-government-funded public works contracts, either as a contractor or a subcontractor.

- l. Contractor certifies that Contractor will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining grants for the CRMP program from the Federal Emergency Management Agency.
- m. Contractor certifies that Contractor will not and has not used non-federal funds for any lobbying in connection with obtaining grants for the CRMP program from the Federal Emergency Management Agency.

### **33. Entire Agreement**

- a. This Agreement (A) states all representations of and the entire understanding between the parties with respect to the subject of this Agreement and (B) replaces any prior correspondence, memoranda, or agreements.
- b. Binding Effect. This Agreement, and any instrument or further agreement executed pursuant to this Agreement, will bind the parties, their successors, assignees, and legal representatives.
- c. Counterparts. This Agreement may be executed in counterparts. Each counterpart is an original; all counterparts together are one instrument.
- d. Incorporated Documents. This Agreement consists of the terms of this Agreement and Attachments A, B, and C.
- e. Order of Precedence. For any inconsistencies or ambiguities in the terms of this Agreement and incorporated documents, the following order of precedence will be used:
  - 1) applicable laws
  - 2) the terms and conditions of this Agreement, including attachments; and
  - 3) any other provisions, terms, or materials incorporated into this Agreement.
- f. Severability. Should any court hold any provision of this Agreement to be void or unenforceable, the remaining provisions will remain in effect if they are still capable of performance.
- g. Survival. Certain contractual obligations will survive completion of the work or termination of services. These include, but are not limited to: prevailing party's attorney fees and costs, audit compliance, confidentiality requirements, fiduciary obligations, indemnification, publicity limitation, record retention, rights to work, and warranties.
- h. Titles / Section Headings. Titles and section headings are not part of this Agreement.-  
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This Agreement has been executed in Sacramento, California.

## **Exhibit 2 - Drug-Free Workplace Certification**

The proposer named above hereby certifies that, if awarded a contract, it will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named proposer will do the following.

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about:
  - 1) The dangers of drug abuse in the workplace,
  - 2) The person's or organization's policy of maintaining a drug-free workplace,
  - 3) Any available counseling, rehabilitation and employees assistance programs, and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract:
  - 1) Will receive a copy of the company's drug-free statement, and
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

### **CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the proposer to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

**Proposer's Authorized Signature**

**Title:**

**Date Executed:**

**In the County of:**

**Federal Identification Number:**

### **Exhibit 3 - References**

The proposer must provide at least three references CRMP may contact that have been clients of the proposer within the past three years, including the name, address, and telephone number of the client, the name and title of the contact person, and a general description of the services provided to each client.

**Name of Firm #1:**

Address:

Contact Person:

Phone: (    )

Date and Dollar Value of Project:

Brief Description of Project:

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**Name of Firm #2:**

Address:

Contact Person:

Phone: (    )

Date and Dollar Value of Project:

Brief Description of Project:

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**Name of Firm #3:**

Address:

Contact Person:

Phone: (    )

Date and Dollar Value of Project:

Brief Description of Project

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