

**CALIFORNIA  
RESIDENTIAL  
MITIGATION  
PROGRAM**

**Request for  
Qualifications and Proposals**

**Earthquake Brace + Bolt (EBB) Inspection Services**

**RFQ-P CRMP #08-14**

**Date: April 12, 2021**

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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	April 12, 2021
2. Deadline for submitting questions	April 26, 2021
3. Final date for CRMP to post addenda for which proposers are responsible	May 11, 2021
4. Final proposal submission date	May 21, 2021
5. Proposal evaluation	May 28, 2021
6. Finalists’ presentations (optional, in the discretion of CRMP) in Sacramento, California	June 11, 2021
7. Award of opportunity to negotiate contract	June 18, 2021
8. Commencement date	August 1, 2021

## **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 CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES (“Cal OES”), an agency of the State of California.

CRMP was formed to fund 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.

The CRMP Management Team seeks an individual or firm to provide site inspection of the retrofit work completed for the CRMP seismic retrofit incentive program.

### **Purpose of this RFQ-P**

The purpose of this Request for Qualifications and Proposals (“RFQ-P”) is to identify a provider of residential special inspection services to CRMP for the statewide incentive program.

### **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:

**RFP0814@calquake.com**

CRMP will respond to questions as they are received (**see Section I for summary of key dates**). Answers will be posted on the CRMP's Website at [http:// quakeretrofits.com](http://quakeretrofits.com) on the "About Us – Contracting & Employment Opportunities" page.

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

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

All addenda issued by CRMP after the final submission date for proposals will be posted solely at <http://www.quakeretrofits.com> on the "About Us – Contracting & Employment" 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-P 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-P, the proposer must immediately notify CRMP's RFQ-P contact person and request clarification. In its sole discretion, CRMP may issue clarifications in the form of written addenda to this RFQ-P and will post the written addenda to [www.quakeretrofits.com](http://www.quakeretrofits.com) website on the "About Us – Contracting & Employment" 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 the **final proposal submission date (see Section I for summary of key dates)** will not be accepted and the proposer will not be entitled to participate in any way in the procurement process provided for in this RFQ-P.

The provisions of any addendum formally issued by CRMP are automatically incorporated into this RFQ-P, 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-P.

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 proposal via email to: RFP0814@calquake.com

1. The original proposal must bear an original signature of the person who signed the cover letter and be marked "Original."
2. A proposal by a firm must be signed by a person authorized to bind the firm.
3. All proposals must be addressed as follows:

**California Residential Mitigation Program  
c/o California Earthquake Authority  
801 K Street, Suite 1000  
Sacramento, California 95814**

**CONFIDENTIAL**

**Response to Request for Qualifications and Proposals CRMP RFP-Q #08-14**

4. Due to COVID-19 restrictions, proposals must be emailed and received by CRMP during normal business hours but in any event no later than 5:00 p.m. Pacific Time on **final proposal submission date** (see **Section I for summary of key dates**).
5. Unless expressly and specifically requested by CRMP, proposals are not to be submitted, in whole or in part, by fax.

**Confidential or Proprietary:** 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.

**Corrections or Modifications:** 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.

Please review all addenda posted on the website described above before submitting proposals.

**Proposal Costs:** 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.

**Procedural Objections:** Procedural objections to this RFQ-P or the RFQ-P process must be received via email by CRMP promptly and in any event by 5:00 p.m. Pacific Time (**see Section I for summary of key dates**). Any such objections must be in writing and emailed to CRMP Managing Director:

**aewertsen@calquake.com**

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

**Pagination:** Record your company name and the RFQ-P name/number on each page of your proposal.

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

The CRMP Management Team seeks an individual or firm to provide inspection(s) of the retrofit work completed for CRMP's seismic retrofit incentive program. The incentive program has been developed to provide financial incentives to California homeowners who complete seismic bolting and bracing projects. The program will only fund dwelling retrofit projects completed under permit and in accordance with the codes and guidelines listed below. The seismic retrofit covered under the EBB program includes the following:

1. Bolt sill plates to the foundation, enabling the dwelling to remain in place, rather than sliding off the foundation during an earthquake;
2. Strengthen cripple walls to enable them to function as shear members, significantly protecting the dwelling from collapsing; and
3. Brace water heaters to prevent their tipping and/or sliding resulting in gas or water line leaks or damage to electrical wiring.

The bolting and cripple wall bracing shall be in accordance with Chapter A3 of the International Existing Building Code ("IEBC"), the new residential seismic retrofit code adopted by the California Existing Building Code in 2010. The local building department can approve a Type 1 Qualifying House retrofit to be performed using a standard plan set for Chapter A3 retrofits, such as the Los Angeles Standard Plan Number One or the ABAG (Association of Bay Area Governments) Plan Set A.

The water heater bracing shall be in accordance with the California Department of General Services, Division of the State Architect ("DSA"), *Guidelines for Earthquake Bracing of Residential Water Heaters*.

The Proposer will conduct two types of inspections in this program, with most, if not all, being completed retrofit inspections.

### **Initial Inspection**

The first inspection will be a cursory site inspection to verify that residences of homeowners wishing to participate meet building specifications as detailed in Chapter A3 of the IEBC.

### **Completed Retrofit Inspection:**

In order to evaluate the success of the CRMP incentive program, an inspection of the completed retrofit projects is required on the homes selected to participate. This completed retrofit inspection will evaluate whether the work has been completed in general conformance with the construction documents approved during the permit process. These documents may be standard plan sets or plans and details created by the building owner, contractor, or design professional to meet the requirements of the California Building Code. The inspection of the retrofit work may require two site visits if the sill plate anchoring was accomplished by the installation of anchor bolts. Inspection of the anchor bolts may be required prior to installation of the plywood cripple wall sheathing. If foundation plate anchors are used the inspection can be accomplished during the same visit as the sheathing inspection. The inspection process is in *addition* to the regular inspection conducted by the Department of Building Inspection building inspectors.

Completed retrofit inspection includes:

- monitoring of the materials and workmanship that are critical to the integrity of the building structure and to its expected earthquake performance
- review of the work of contractors and their employees to assure that the approved plans and specifications are being followed and that relevant codes and ordinances are being observed
- Use of CRMP’s crawlbot for a minimum of one inspection in Northern California and one inspection in Southern California each month.

The completed retrofit inspection scope of work includes, but is not limited to, the review of the general conformance of the work completed with Chapter A3 of the International Existing Building Code (“IEBC”) and with the DSA *Guidelines for the Bracing of Residential Water Heaters* (“DSA Guidelines”).

The completed retrofit inspection will include, but is not limited to, the following:

1. A visual review of the condition of the existing concrete or masonry foundation for conformance with the requirements of Chapter A3 of the IEBC and the DSA Guidelines
2. Review of sill bolting by tightening a minimum of 2 bolts per perimeter bearing wall line.

3. Review of plywood sheathing installation including a nailing inspection.  
(Overdriven nails or nails at a spacing exceeding that required will be rejected)
4. Review of installation of blocking, if required, and framing clips from the top of the cripple wall to the underside of the first floor
5. Review of the workspace to ensure that the site was returned to its condition prior to the start of the project (no ducts, cables, wires, permanently removed or moved).

As the program grows, additional types of inspections may be required including retrofit inspections for single-family, soft-story vulnerability and multi-family residences (5-10 units). The completed retrofit inspection will include, but is not limited to, the following:

1. Conformance with FEMA P-1100, CEBC Chapter A4, P—807 and/or engineering plans.
2. Review of the workspace to ensure that the site was returned to its condition prior to the start of the project (no ducts, cables, wires, permanently removed or moved).

CRMP's Managing Director will be the contact point during the engagement.

## **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 bidder 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-P:

1. The firm must have been in business for at least five years. The proposer (including any and all proposed subcontractors) must have at least five years of substantial, relevant professional experience in residential including at least 5 years' experience in wood-frame construction and in-field construction inspection.
2. The firm must have an understanding and knowledge of seismic retrofit guidelines and code. The firm must agree that all inspectors completing inspections for this program will take and pass FEMA's training for seismic retrofit of single-family wood-frame houses and any future trainings required for contractors listed in the Earthquake Brace + Bolt Contractor Directory.
3. At least one key professional member of the firm must be assigned to the CRMP account and must have a minimum of five years' residential inspection experience.



## **VIII. Pricing**

The proposal must include a clear and complete fee structure. The proposer shall submit a proposal including the following:

1. a fixed cost-per-site for statewide location inspections not including travel.
2. a fixed cost-per-site for statewide location attempted (i.e., proposer directed by CRMP to conduct an inspection and proposer is unable to complete an inspection because site is inaccessible) inspections not including travel.
3. a fixed cost-per-site for statewide location inspections including travel for various areas of the state.
4. a fixed cost-per-site for statewide location attempted inspections including travel for various areas of the state.
5. any annual increase in the proposed fee shall be outlined in the proposal.
6. if desired, the proposer may include a different fee structure for single-family, soft-story and multi-family residences. If a different fee structure is included, an explanation of why the different fee structure is needed must be included.

CRMP will pay negotiated fees in arrears.

If CRMP is asked to accept a minimum periodic fee, the proposal must include a clear and complete periodic-fee structure.

## **IX. Submission Instructions**

The proposal and cover letter, exclusive of attachments, must not exceed 16 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 website 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-P;
- c. A statement that the signature constitutes unrestricted authority for the signer to bind contractually the proposer;
- 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— additional terms and conditions may later be included);

- e. A statement that the proposal is a valid, open proposal for at least 180 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.
- i. A statement that the proposer agrees that all inspectors before commencing work for this program have taken and passed FEMA's training course on seismic retrofit for single family wood frame houses as provided on the EBB website and any other future training required by EBB for contractors.

## **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, and 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-P) and reasonable details of the fee arrangements that typically apply;
- h. Description of the firm's experience in providing residential special inspection services;
- i. Up to three references of current or past clients with projects of a regional or statewide scope;
- j. 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;
- k. 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.
- l. List every institutional client for which the firm provided any of the services described in **Section VI** (Services to be Provided) of this RFQ-P 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-P, including addressing all project deliverables and a draft of the report that would be provided to CRMP upon completion of an inspection;
- c. Identify any RFQ-P requirements that the firm believes are unnecessary;
- d. Propose any alternatives that conform to this RFQ-P's intent, which if implemented would lead to a better result but which may not satisfy specific RFQ-P requirements;
- e. Identify any "value-added" services your firm would provide to CRMP;
- f. 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;
- g. Describe your firm's policy for ensuring the confidentiality of its clients' matters;
- h. 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-P;
- i. 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;
- j. 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);
- k. A sample inspections report will be provided with proposal submission; and
- l. Confirm firm's ability to upload reports and photos to CRMP website.

#### **4. Pricing**

Indicate the flat fee for each inspection. The flat fee must include any expenses that are incurred by the firm in conducting the inspection such as travel expenses and other related business expenses. Any annual increase in the proposed fee shall be outlined in the proposal. CRMP will use the flat fee in determining the reasonableness of the price. (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.) If desired, in addition to the fee structure for brace + bolt retrofit inspections, the proposer may include a different fee structure for single-family, soft-story and multi-family residence inspections. If a different fee structure is included, an explanation of why the different fee structure is needed must be included.

#### **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 for Submission of RFQ-P**

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

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

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

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.

At its sole option, 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-P, 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 submitted via email will be automatically date and time-stamped upon receipt of the proposal via the date and time system inherent in the email system. Proposals received after the final proposal-submission date and time will not be accepted. Each timely proposal will be reviewed to determine whether it satisfies the minimum qualifications specified in **Section VII and other requirements provided for the submission in Section IX**. Proposals that meet the minimum qualifications and submission requirements will be evaluated and scored. The highest possible score is 100 points.

Criteria and maximum score for the proposal are noted below:

Work Plan	30
Qualifications, Background, and History	35
Proposed Compensation/Pricing	10
Interview	15
References	10
<b>TOTAL POSSIBLE SCORE</b>	<b>100</b>

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

If, at any time during or at the conclusion of the RFQ-P process, CRMP determines that the results or prospects of this RFQ-P 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 expected to be no later than August 1, 2021.

**XIV. Exhibits**

- Exhibit 1: Contract Terms
- Exhibit 2: Drug-Free Certification Sample Document
- Exhibit 3: References Sample Document

## Exhibit 1 – Contract Terms

The contract term will commence on August 1, 2021, and end July 31, 2024. This Agreement may be extended for two more terms of one year through mutual agreement of the Parties.

CRMP will require a contract with the successful proposer that includes the following provisions. The contract may also include provisions pertaining to other matters discussed or sought in this RFQ-P.

**Requested Contract Edits:** Any edits to the contract must be provided with the proposal, and evaluated in conjunction with all other factors. CRMP will evaluate any objections or requested modifications, and may contact candidates for discussion or clarification. CRMP may also determine whether the extent of a candidate's objections or requested modifications disqualify that submission.

### **1. Services to be Performed**

The complete description of services is provided in Attachment A: Scope of Work. CRMP's executive 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 verbal 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 Fees and Costs**

In the event of litigation between the parties to enforce or interpret this agreement, the non-prevailing party must pay the prevailing party's 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 and will be subject to examination and audit by the Bureau of State Audits (State of California) and, separately, by the 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 promptly provide any additional information CRMP might request in connection with such written notices.

## **8. Choice of Law; Jurisdiction; Venue**

This Agreement will be construed and enforced according to California law (without regard to conflict-of-law provisions). A party may bring suit on any matter related to or arising out of this Agreement only in the Superior court of California, County of Sacramento. "Bring Suit" includes bringing any action to compel arbitration or enforce an arbitration award. Each party waives any claim that the Superior Court of California, County of 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 and Expense Reimbursement**

- a. CRMP will compensate the Contractor for its services in accordance with Attachment B: Budget. Payment for expenses Contractor incurs in its performance of services are subject to CRMP procedures and processes.
- b. Contractor guarantees its rates and fees, as well as the rate and fees of any permitted subcontractors, will not increase during the term of this Agreement.



- c. Contractor may not bill for actual, out-of-pocket expenses incurred to third-parties and for actual travel expenses necessary to perform services under this Agreement.
- d. Contractor must not charge CRMP for office expenses, clerical work, overhead, or work related to the preparation of bills or invoices to the CRMP.
- e. Correspondence from Contractor to CRMP regarding payments or any related compensation matters must be sent to:

*California Residential Mitigation Program  
801 K Street, Suite 1000  
Sacramento, California 95814  
Attn: Annde Ewertsen, Managing Director*

- f. Itemized monthly invoices in arrears for services already performed; the CRMP will make no payments in advance of services rendered. Each invoice must include:
  - 1) Contractor's name, address, telephone number, and tax ID number;
  - 2) an itemized description of services rendered and costs and expenses incurred during the billing period, including a detailed cost and expense breakdown accompanied by full back-up documentation
  - 3) the total amount of the invoice; and
  - 4) project: "**EBB Retrofit Inspection Services**"

Invoices must be addressed to:

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

Invoices must be cc'd to:

*ap@californiarresidentialmitigationprogram.com*

- g. CRMP. CRMP will pay Contractor's invoices as promptly as fiscal procedures permit.
- h. At its sole option, CRMP, may withhold payment of up to 15% of the total fees and costs associated with work performed under the Agreement until Contractor has completed all contracted work to CRMP's satisfaction.

## 10. Compliance with Laws

- a. **Compliance with Applicable Law.** Contractor must comply with all applicable laws, statutes or regulations, including any later 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 must 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, its Governing Board and their members, CRMP employees and staff; contractors, consultants; and vendors, and agents (collectively, the “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, whom Contractor has first officially notified in writing—and who have agreed—that they expressly bind themselves to maintain confidentiality of the Restricted Information in the manner required by this Section 11 and its subsections. To the best of its ability, Contractor must affirmatively protect all Restricted Information from unauthorized use or disclosure, whether by itself or by others with whom or with which it has shared Restricted Information.
- d. The Contractor’s disclosure of Restricted Information that is done in violation of any portion of this Section 10 is a material breach of this Agreement.
- 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 that Contractor has designated as proprietary and confidential and which the CRMP believes to be in its possession. CRMP will reasonably cooperate with Contractor, within the statutory framework and

limitations on CRMP's duties under the applicable law(s), 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 execution of 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, Key Personnel, contractor, or subcontractor, that would influence its or their advice and recommendations to the CRMP, statements made about the CRMP to any person or entity:
  - 1) advice and recommendations to CRMP;
  - 2) statements made about CRMP;
  - 3) activities performed on behalf of CRMP; or
  - 4) decisions taken or enacted on behalf of CRMP.
  
- b. **Affirmative Duties to Disclose and Address Conflicts of Interest.** The parties mutually intend and agree that the duty to disclose a potential, claimed, apparent, or actual conflict of interest pertaining to any person or party described in Subsection 12(a) is Contractor's sole, affirmative duty and that Contractor's failure to identify and disclose any of those types of conflicts 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, claimed, 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 potential, claimed, apparent, or actual conflict of interest.
  
- c. 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 of any principal, employee, Key Personnel, contractor, or subcontractor 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 (California Government Code Section 81000, et seq., and the regulations adopted under that law), and Contractor must comply with the applicable requirements of that law and those regulations. If requested by CRMP, designated Contractor personnel (principals, employees, Key Personnel, contractors, or subcontractors) must file with the CRMP's designated filing officer a Form 700 "Statement of Economic Interests" in compliance with CRMP's Conflict of Interest Code (see: California Code of Regulations, Title 5, Part III, Chapter 1, Section 22000, et seq.).

- d. Neither Contractor, nor any of its affiliates subsidiaries, officers, directors, principals, employees, or Key Personnel, 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 without CRMP's advance written approval.

### **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 Certification**

Contractor must execute and return the certification in sample in Exhibit 2) with the signed 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.

### **16. Indemnification**

Contractor must indemnify, defend, and save harmless CRMP, the CRMP Governing Board, and all CRMP officers, agents, and employees, and staff from and against any and all losses, costs, liabilities, damages, and deficiencies, including interest, penalties, and attorney fees, arising from any claims of: any claims of Contractor's (or its subcontractor's or consultant's):

- a.
  - 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**

Contractor warrants that it maintains, or that it will obtain and have bound as of the date of its commencing any work under this Agreement, adequate liability and other necessary insurance, including such workers' compensation insurance as required by law, and Contractor promises to maintain all that insurance at levels acceptable to CRMP at all times during the term of this Agreement. In that connection, Contractor agrees to:

- a. maintain a comprehensive general liability insurance policy with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
- b. have its insurance representatives make CRMP an additional named insured in that comprehensive general liability policy, with right to notice of nonpayment of premium and of cancellation of the policy;
- c. maintain adequate and appropriate vehicle insurance;
- d. maintain adequate and appropriate Errors and Omissions insurance, with limits of no less than \$1,000,000; and
- e. provide satisfactory evidence of insurance coverage and limits, as well as CRMP's additional-insured status, to CRMP on request.

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 its employees, or for Contractor's subcontractors or their employees.

## **18. Key Personnel**

- a. Attachment C ("Key Personnel") provides each person who is intended to exercise on behalf of Contractor 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 any person considered Key Personnel without CRMP's advance written approval. With CRMP approval, the parties may jointly document a change in Key Personnel, and that writing will be deemed a 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 is entitled to terminate this Agreement immediately, upon written notice from CRMP to Contractor, if Contractor changes any of its Key Personnel without the CRMP's express, written advance approval or if any one or more of the Key Personnel depart Contractor's staff and no substitute agreed by the Parties has been provided.

## **19. Notice of Proceeding**

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

**20. Notices**

Any notice required or permitted by this Agreement is deemed given:

- a. on the date of personal delivery;
- b. three days after the mailing date if the notice is deposited with the U. S. Postal Service with first-class postage affixed; or
- c. 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 U.S. Postal Service Express Mail or by a commercial courier service.

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*

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

For Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**21. Notice of Proceedings**

Contractor must provide prompt written notice to CRMP 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 beyond the ordinary course of business.

**22. Publicity**

Contractor must not release, publish, or post any information, publicity, or announcement concerning the CRMP, this Agreement, or Contractor’s services under this Agreement, without the advance, express written approval of the CRMP. Notwithstanding the foregoing, Contractor may publicly disclose the fact that the Contractor is performing this project for CRMP.

**23. Recordkeeping; Record Retention**

Contractor will keep accurate and appropriate records to accomplish and document the services it performs under this Agreement.

- a. Contractor will use reasonable efforts to ensure that similar records of any permitted subcontractors are accurately maintained.
- b. All records described in Sections 22 must be made available for inspection and copying by CRMP or its representatives upon reasonable advance notice and during normal business hours. Contractor must maintain its CRMP-related records separate and distinct from the records that pertain to its other clients or customers.
- c. All information, data, reports, and records associated with CRMP are the property of CRMP and must be returned or provided to the CRMP if requested at any time, and as well, upon termination or expiration of this Agreement. Notwithstanding that requirement, Contractor is permitted to keep copies of the CRMP-related information, data, reports, and records for three years after final payment under this Agreement.

## **24. Relationship of the Parties**

- a. This Agreement creates a relationship of independent contractor. CRMP is interested in the results to be achieved under this Agreement, and the conduct of the work will lie 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 contractors 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.
- c. Contractor may perform services for other parties, provided that performance does not, in CRMP's sole judgment, conflict with or impair Contractor's ability to perform services for CCRMP.

## **25. Reports**

In addition to project deliverables, Contractor must prepare and provide other documentary material that CRMP reasonably requests. Contractor will provide oral or written progress reports, as requested, in order to:

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

## **26. Rights in Work**

- a. Neither Contractor, nor 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 exclusive ownership of the Products that result from services provided under this Agreement, whether by the Contractor or any subcontractor. CRMP reserves the right to give or otherwise release the Products.

- b. Contractor reserves all rights to its intellectual property (“IP”) that predates the work performed for CRMP, and to coincidental improvements to its IP made during the performance of the work under this Agreement, to the extent that such IP and coincidental improvements are exclusive of the Products.
- c. With CRMP’s prior written approval for each publication or presentation proposed by Contractor, CRMP may grant Contractor the rights to publish results of its work in professional journals or as presentations at professional conferences, as approved with CRMP’s in writing. CRMP will not unreasonably withhold or delay approval or non-approval.
- d. 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 will be the sole property of CRMP.

## **27. 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.

## **28. 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.

## **29. 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 or subcontractor 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 events enumerated in Section 28(c) occurs, or if CRMP receives notice of any of those events, or if CRMP in its sole discretion 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.
- f. **Termination by Contractor.** Contractor may only terminate this Agreement for CRMP's default or insolvency. If Contractor terminates this Agreement, Contractor must:
  - i provide CRMP with 90 days written notice; and
  - ii. Contractor must reimburse CRMP for all additional costs incurred by CRMP for replacing Contractor, including but limited to staff time for procurement, increased fees, and other transition costs.

### **30. 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, deliverables, and Products, whether prepared by Contractor or received by Contractor from a third party, including (but not limited to):
- c.
  - 1) due diligence reports, reports and data prepared by Contractor, subcontractor or consultants;
  - 2) (if applicable) products, 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 must deliver all records and Products in CRMP-usable form. Contractor will cooperate to ensure an orderly termination process and orderly transfer of services.

Upon expiration or termination of this Agreement, Contractor must provide all reasonable assistance to move CRMP's records, accounts, funds, and required services to CRMP's subsequent special inspection services provider, without additional costs to CRMP.

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

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

### **32. 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.

### **33. Warranties**

The CRMP is committed to, and expects contractor's commitment to, diversity and nondiscrimination in the workplace. Consistent with the foregoing, 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 (California 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, must not unlawfully discriminate against, harass, or retaliate against any employee or applicant for employment because of race, religion or religious creed, color, age, sex, sexual orientation, gender identity, genetic information, national origin, marital status, medical condition, disability, military service, pregnancy, childbirth, breastfeeding and related medical conditions, 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 or any other classification protected by federal, state, or local laws or regulations. Contractors and subcontractors, and their agents and employees, are expected to take all appropriate steps to prevent such discrimination, harassment, and retaliation, remedy any such conduct that may occur, and implement appropriate measures to prevent such conduct from occurring in the future.

Contractor must include the nondiscrimination and compliance provisions of this Section 32 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. Contractor, and the person signing the Agreement, warrant that the signer is an agent or authorized representative of the Contractor and is duly authorized by Contractor to enter into this Agreement.
- f. Contractor represents and warrants that it has the power and authority to enter this Agreement and carry out its obligations under this Agreement, that it has duly authorized the execution of this Agreement, and that no additional act by Contractor is necessary to authorize the execution of this Agreement. Contractor has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, and examinations that any government or governmental authority may require for its acts and activities 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 **August 1, 2021** and its term expires on **July 31, 2024** unless terminated sooner in accordance with the provisions of Section 28 (Termination). This Agreement may be extended for two more terms of one year through mutual agreement of the Parties. Should the Parties agree to additional terms of one year, the Compensation in Attachment B may by mutual agreement of the parties, but in no event more than 10%.
- i. Despite the completion or termination of services, other contractual obligations, including audit, confidentiality, indemnification, record-retention, rights in work, and warranties will continue.

### **34. 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, amendment, 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 all attached documents that are expressly incorporated. The following schedules and attachments are attached and incorporated into this Agreement:

A. Attachment A: Contractor's Response to RFQ-P#08-14

B. Attachment B: Drug-Free Workplace Certification

C. Attachment C: References

- e. **Order of Precedence.** For any inconsistencies or ambiguities in the terms of this Agreement and its incorporated documents and attachments, the following order of precedence will be used:
  - 1) applicable laws;
  - 2) the terms and conditions of this Agreement, including attachments; and then
  - 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's fees and costs, audit compliance, confidentiality requirements, fiduciary obligations, indemnification, publicity limitation, record retention, rights in work, and warranties.
- h. **Titles / Section Headings.** Titles and section headings are provided for convenience and are not part of this Agreement.

**Executed in Sacramento, California.**

California Residential Mitigation Program:

Contractor:

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Identification Number: \_\_\_\_\_



**Attachments**

TO BE INSERTED with submission of proposal in the order indicated below.

Attachment A: Contractors Response to RFQ-08-14

Attachment B: Drug-Free Workplace Certification

Attachment C: References

**Exhibit 2: Sample  
Drug-Free Workplace Certification**

The Contractor hereby certifies its compliance with California Government Code Section 8355 to provide a drug-free workplace, and that the Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, by Government Code Section 8355, subdivision (a)
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355, subdivision (b).
  - 1) The dangers of drug abuse in the workplace;
  - 2) The organization's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs; and
  - 4) The Penalties that can be imposed on employees for drug abuse violations.
3. Provide as required by Government Code Section 8355, subdivision (c), that every employee who has duties or responsibilities relating to this Agreement:
  - 1) Will receive a copy of the company's drug-free statement, and
  - 2) Will agree to abide by 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 Contractor 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.

**Contractor's Authorized Signature**

**Title:**

**Date Executed:**

**In the County of:**

**Federal Identification Number:**



**Exhibit 3: Sample 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 Client Firm #1:**

Address:

Contact Person:

Phone: (    )

Date and Dollar Value of Project:

Brief Description of Project:

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**Name of Client Firm #2:**

Address:

Contact Person:

Phone: (    )

Date and Dollar Value of Project:

Brief Description of Project:

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**Name of Client Firm #3:**

Address:

Contact Person:

Phone: (    )

Date and Dollar Value of Project:

Brief Description of Project

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