



Request for Qualifications and Proposals

for

Executive Search Services

RFQ #07-10

December 13, 2010

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I. Summary of Key Dates

The following schedule is subject to modification by the California Earthquake Authority (“CEA”). Questions must be submitted in the manner described in Section III.

1. Date of issue	December 13, 2010
2. Deadline for submitting questions	December 27, 2010
3. Final date for the CEA to post addenda for which proposers are responsible	January 3, 2011
4. Final proposal submission date	January 10, 2011
5. Proposal evaluation	January 11, 2011 – January 18, 2011
6. Finalists’ presentations (optional) in Sacramento, California	January 25, 2011
7. Award of opportunity to negotiate contract	January 28, 2011
8. Commencement date	To be determined

II. Background of the California Earthquake Authority

Following the unprecedented losses from the 1994 Northridge Earthquake, many California insurers either stopped or severely restricted selling new homeowners insurance policies. This was largely due to state law that required insurers to offer earthquake insurance when selling residential property insurance. A California Department of Insurance study released in May 1995 found that insurers representing 93 percent of the voluntary insurance market were either restricting or refusing to sell new policies.

In 1995, the California Legislature approved legislation to create the California Earthquake Authority (CEA). In 1996, the Legislature passed three additional bills that permitted the CEA to become operational when certain conditions were met. These bills were codified in California Insurance Code, sections 10089.5 through 10089.54 and will be referred to as the CEA Act. In November 1996, the Insurance Commissioner certified the conditions had been met. The CEA began writing earthquake policies effective December 1, 1996.

The CEA is administered by a Governing Board composed of five elected public officials. California's Governor, Treasurer, and Insurance Commissioner serve as voting members, while the Speaker of the Assembly and the President Pro-Tempore of the Senate serve as non-voting members. The Governing Board is advised by an 11-member Advisory Panel.

The CEA is currently financed with approximately \$3.7 billion in CEA capital, \$311 million in revenue bond proceeds, \$3.1 billion in third-party reinsurance, and \$2.7 billion in participating-insurer assessments. Operating under a uniform written contract, participating insurers sell and service CEA policies and adjust CEA claims. By law, the State of California has no liability for claims, costs, or liabilities arising from CEA operations.

The CEA's business is residential earthquake insurance and the provision of earthquake-loss-mitigation services and related educational outreach. The CEA offers basic residential earthquake insurance to owners of dwellings, mobilehomes, and condominiums as well as to renters. Policies cover damage to structure and contents and expenses incurred when a home is uninhabitable. CEA rates are actuarially sound, based on the best available science, and approved by the California Insurance Commissioner.

Role of Chief Mitigation Officer

On September 30, 2010, Assembly Bill 2746 became law, authorizing the CEA to contract for services of a Chief Mitigation Officer ("CMO"). The new position will enhance the CEA's educational outreach efforts, help the CEA in its ongoing and future collaborations with research institutions, and lead efforts to develop meaningful financial incentives to encourage seismic-risk mitigation. The new law also authorizes the CEA to accept grants and gifts of property and services—from federal, state, and local government and private sources—for the CEA's Earthquake Loss Mitigation Fund or the related residential-retrofit program.

Reporting to the Chief Executive Officer (CEO), the CMO, will perform mitigation-project oversight of efforts supported directly by the CEA's statutorily required (California Insurance

Code §10089.37) Earthquake Loss Mitigation Fund and related business objectives. As a member of the CEA’s executive-management team, the CMO will collaborate with CEA executive management and perform the following key business functions:

- Plan, direct, and provide oversight and guidance to the CEA’s statewide residential-retrofit programs, designed to help California homeowners make their homes more resistant to earthquake damage.
- Serve as the Executive Director of a statutory Joint Powers Authority (JPA)¹ – tentatively named the California Residential Mitigation Program (CRMP) – with responsibility for proper and efficient administration of the CRMP, as directed by the CRPM Board.
- Represent the CEA with respect to mitigation funding that is held or expended by the JPA.
- Assist with the process necessary for the CEA’s Earthquake Loss Mitigation Fund and the JPA to accept grants and gifts of real or personal property and services from federal, state, and local government sources, and from private entities.
- Serve as the CEA’s thought leader in developing, promoting, and educating the public regarding the importance of earthquake loss mitigation through multiple channels, including, without limitation, CEA participating insurers and the residential-construction industry.
- Collaborate with academic institutions, nonprofit entities, the residential-construction industry, earthquake-related research groups in both science and engineering, and other interested parties to support mitigation-related research and educational activities.
- Oversee programs to provide financial assistance in the form of loans, grants, rebates, or other financial incentives that help homeowners with structural and contents retrofitting of their homes.
- Collaborate with local, state, and federal agencies, and with community-based groups, that operate to further California’s residential earthquake preparedness, protection, and mitigation goals.
- Contribute to the CEA’s ongoing work to establish justifiable mitigation premium discounts for CEA policyholders who make approved retrofit improvements to their homes.

The CMO must be able to lead people and projects and execute responsibilities through skillful collaboration and coordination, using effective written and oral communication. The unique nature of the CEA’s public/private structure requires strong leadership within internal operations and with the organization’s numerous external stakeholders and partners, both public and private. The incumbent must be charismatic with the proven ability to motivate others to action.

The Chief Mitigation Officer will work under a written employment contract.

¹ NOTE: The establishment and operation of the joint powers authority (“JPA”) awaits final approval by the Governing Board of the CEA and by the California Emergency Management Agency, as sponsors; the establishment will be evidenced by a fully executed joint exercise of powers agreement.

Required education, experience, and competencies include:

1. Combination of education and experience; college-level education, training, and technical experience that has led to a demonstrated sound understanding of the construction industry, residential building industry regulations, and current building practices. Successful completion of a curriculum leading to a bachelor's degree in a related field. Knowledge and experience with residential seismic retrofitting is preferred.
2. The candidate must have at least ten (10) years of relevant work experience.
3. Demonstrated success in effective use of senior and mid-level leadership skills including sound decision making and motivating others to action.
4. Demonstrated success in effective use of management skills including planning, organizing, staffing, influencing and controlling.
5. Demonstrated success in designing, implementing, and directing complex programs.
6. Demonstrated skills in performing policy analysis and formulation.
7. Demonstrated ability to effectively develop, organize, and communicate information both orally and in writing.
8. Demonstrated ability to build teams among diverse program stakeholders and work cooperatively as member of a team.
9. Knowledge of federal and state hazard mitigation programs and processes. Knowledge of worldwide mitigation programs, standards, and processes is also beneficial.
10. Knowledge of relevant federal and state laws and regulations, and a thorough grasp and appreciation of the legislative process.
11. Prior experience in monitoring and analyzing proposed legislation.
12. Knowledge of personnel management and administration.

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:

RFQ07-10@calquake.com

The CEA will respond to questions as they are received. Answers will be posted on the CEA's Web site, www.EarthquakeAuthority.com, on the *Executive Search Services RFQ* page.

IV. Proposer's Responsibilities Regarding Addenda

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

All addenda issued by the CEA after the final submission date for proposals will be posted solely to www.EarthquakeAuthority.com on the *Executive Search Services RFQ* page.

Each proposer must continue to check the CEA Web site through the final submission date for further addenda.

Each proposer acknowledges and accepts the affirmative responsibility to inquire regarding, and seek 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 other error in the RFQ, the proposer must immediately notify the CEA's RFQ contact person and request clarification. In its sole discretion, the CEA may issue clarifications in the form of written addenda to this RFQ and will post the written addenda to www.EarthquakeAuthority.com on the *Executive Search Services RFQ* page.

In its sole discretion, the CEA may disregard any and all claims of ambiguity, conflict, discrepancy, omission, or other error received by the CEA after the final submission date for proposals.

No additional time to meet any deadline will be allowed, due to corrections or clarifications made by the CEA, after the final submission date for proposals.

The provisions of any addendum formally issued by the CEA 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 page 12, section IX, subsection 1.g.), that 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 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."
- The proposer's name and address must appear on the outside of the sealed proposal package/envelope.
- A proposal by a firm must be signed by a person authorized to bind the firm.
- All proposals must be sent or delivered to the following address:

**California Earthquake Authority
801 K Street, Suite 1000
Sacramento, California 95814**

**CONFIDENTIAL
Response to Request for Qualifications and Proposal #07-10**

- Proposals must be physically received by the CEA no later than 5 p.m. Pacific Time on Monday, January 10, 2011.
- Unless expressly and specifically requested by the CEA, 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. The CEA 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. The CEA makes no representations or warranties that its efforts will be successful. Proposers are reminded that many of the CEA'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 to the CEA, the only method of correction or modification is to notify the CEA proposer is withdrawing its proposal and then 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 the CEA upon submission.

All costs to develop proposals and attend interviews regarding proposals are the sole responsibility of the proposer and cannot be charged to the CEA.

Please review all addenda posted on the CEA's Web site before submitting proposals.

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

VI. Services to be Provided

Introduction

The purpose of this Request for Qualifications and Proposal is to invite executive search firms to prepare and submit qualifications and a proposal for providing executive search services associated with the Chief Mitigation Officer (CMO) recruitment for the California Earthquake Authority (CEA).

Term

The contract will have a six-month term. The CEA reserves the right, and the Firm agrees to allow the CEA the option to renew, at the CEA's sole discretion, this Contract for up to two (2) additional six month periods, at the same pricing basis, terms and conditions stated in the initial contract period.

Scope of Work

The executive search firm will provide the following services as a minimum but not limited to:

1. Assist the CEA executive staff to develop a strategy for implementing recruitment, including outreach to qualified applicants.
2. Identify potential contacts and conduct personal outreach recruiting, including posting the position through national channels. Assist CEA executive staff in preparing and placing advertisements for the position in appropriate publications.
3. Review résumés for background and qualifications followed by telephone interviews to clarify applicants' experience and to prepare a written summary of up to the seven candidates with the most promising qualifications.
4. Based on results derived from Step 3, above, evaluate the three to five best-qualified candidates by conducting in-depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by a job description prepared by CEA staff.
5. Finalize a process with CEA executive staff for interviews and coordinate candidates' participation in interviews.
6. Debrief CEA executive staff following interviews and identify additional candidates if necessary.
7. Verify selected candidates' educational background, and conduct criminal, financial, media, and civil-litigation checks.
8. In the event politically sensitive or potentially embarrassing issues arise from the candidate's background, conduct in-depth interviews with principal parties to clarify the event and present related information to CEA executive staff for evaluation.
9. Notify rejected applicants.
10. Assist CEA executive staff with compensation and relocation negotiations with the finalist.
11. Reinitiate a one-time additional executive search in accordance with the specifications set forth above, at no fee to the CEA, if the successful candidate leaves the employment of the CEA within one year of placement.

VII. Minimum Qualifications

Proposer must meet, to the CEA's satisfaction, all of the following minimum qualifications to be considered for contract award. Proposer must affirmatively attest to each of the minimum qualifications in Proposer's cover letter. Failure to satisfy all minimum qualifications, in the CEA's sole judgment, will result in rejection of the proposal.

1. Have been in business for a minimum of 10 years; if the firm has not been in business for at least 10 years, the senior principals of the firm must have a least 15 years combined experience with institutional clients at an executive search firm.

2. Have individuals assigned to the CEA with a minimum of five years of experience in the executive-search field; and
3. Disclose all conflicts of interest and all past affiliations with candidates recommended by the firm or their employers.

Note: The CEA's contract prohibits a contractor from replacing key personnel without prior permission.

VIII. Billing/Invoicing

Proposal must include a clear and complete fee and expense structure. The CEA will compensate reasonable fees and reasonable expenses in arrears, as agreed in a negotiated contract. If CEA is asked to approve a minimum periodic fee, proposal must include a clear and complete periodic-fee structure.

IX. Submission Instructions

The proposal and cover letter, exclusive of attachments, must not exceed 18 single-sided pages. Attachments must not exceed 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. The CEA 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 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.
- e. A statement that the proposal is a valid, open proposal for at least 90 days after the 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."
- h. A statement that each licensed professional working on the contract is willing to be subject to a background check.

2. Firm Background and History

- 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 of the number of professional, managerial, and support staff, respectively).
- d. Describe the firm's ownership and ownership structure.
- e. Identify any affiliated or subsidiary organization(s).
- f. Identify pending or contemplated changes in the firm's organizational structure.
- g. Identify the proposer's executive-search clients and provide contact information from three representative executive-search clients.
- h. Describe 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.
- i. Describe the firm's experience providing executive-search services to governmental and non-governmental clients.
- j. Disclose litigation or other legal proceedings in the past three years that your firm, or any officer or principal of your firm, has been involved in related to your firm's business activities. Explain the nature of each such litigation or legal proceeding, even if the matter has been resolved.
- k. Provide the applicable coverage amounts for the following:
 - i. Errors-and-omissions insurance, if applicable
 - ii. Any other applicable insurance
- 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 that terminated its relationship with the firm during the past two years. Provide the following information:
 - i. The name of the client
 - ii. The reason for termination of the institutional relationship

3. **Work Plan**

This should 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 the primary contact for the contract.
- b. Describe your firm's understanding of the work to be performed under this RFQ.
- c. Identify any RFQ requirements which your firm believes are unnecessary.
- d. Propose any alternatives that conform to this RFQ's intent, that would lead to a better result, but which may not satisfy specific RFQ requirements.
- e. Identify any "value-added" services your firm would provide to the CEA.

- f. Detail any conflict of interest, or apparent or potential conflict of interest that would be created by your firm's contracting with the CEA. 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 and describe mechanisms that are in place to solicit and respond to client feedback.
- i. Name the executive search professionals who would be assigned to the CEA account and their responsibilities. For each member of the team assigned to the CEA account, provide a brief résumé that outlines the person's education and relevant experience; include relevant certifications or credentials, and the length of time 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 f., g., h., and i regarding the proposed subcontractor(s).

4. Pricing

Price each section of the proposed work plan separately. For each task, for each contract period (assume one year), specify the expected number of hours, the hourly rates, and the overall cost. If expected number of hours is unknown, provide the hourly rates.

The CEA will use the following information to analyze the reasonableness of the fees. Information is intended for internal CEA use, but certain CEA records are subject to public disclosure under the California Public Records Act and production under the Bagley-Keene Open Meetings Act. The CEA makes no representations or warranties that its efforts to keep records confidential will be successful.

- a. Itemize the direct labor costs using the following categories:
 - i. Staff billing, by title (e.g., partner, project manager, associate, clerical)
 - ii. Rate per hour for each staff member
- b. Itemize consultant and subcontract labor costs.
- c. Itemize maximum costs for travel, lodging, and meals. Costs must be billed in accordance with the CEA's travel policies as provided in Exhibit 2.
- d. State any additional costs not previously covered in this section or state that there are no additional costs.
- e. Total of fees and costs.

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 labeled as “Required Attachment A”
- b. Drug-Free Workplace Certification labeled as “Required Attachment B”
(see Exhibit 3)
- c. References labeled as “Required Attachment C” (see Exhibit 4)

Additional Information

The CEA 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 scope of work or the foregoing conditions will not relieve the proposer from responsibilities for properly estimating the difficulty or cost to successfully perform the work.

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

X. 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.

Each proposal package will be date-and time-stamped when received. Proposals received after the 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.

Finalist Interviews

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

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Proposal Evaluation

Criteria and maximum score for the proposal are noted below:

CRITERIA	MAXIMUM POINTS
Work Plan	40
Qualifications, Firm Background, and History	30
Fee	20
Interview	5
References	5
TOTAL SCORE POSSIBLE	100

XI. Award of Opportunity to Contract

If, at any time during or at the conclusion of the RFQ process, the CEA determines that the results or prospects of this RFQ process are unsatisfactory, the CEA 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 the CEA's management.

The opportunity to contract will be awarded to the most qualified proposer, after price and other factors have been considered, provided that accepting the proposal is reasonable and in the best interests of the CEA. The CEA reserves the right to reject any or all proposals and to waive any irregularities in the proposals received.

XII. Commencement Date

The commencement date is to be determined.

Certain standard terms of the California Earthquake Authority's (CEA) contract with the Executive Search Services (Contractor) are summarized below:

The contract will include, but will not be limited to, the following provisions:

1. Services to be Performed

The complete description of services is provided in Attachment A: Statement of Work. The CEA's Chief Operations Officer, or a designee of either 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 CEA 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 the CEA. 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 the CEA'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 the CEA.

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 reasonable attorney 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, the CEA, and CEA'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, CEA, and CEA'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

- 7.1 Contractor must notify CEA in writing within five calendar days:
- A. if any of Contractor's representations or warranties ceases to be true;
 - B. of any change in Contractor's staff who exercise a significant administrative, policy, or consulting role, including the Key Personnel (Attachment __);
 - C. of any change in the majority ownership, control, or business structure of Contractor;
 - D. of any other material change in Contractor's business organization.
- 7.2 All Contractor's written notices under this provision must contain adequate information to permit CEA to evaluate the changes within Contractor's personnel or organization under the same criteria used by CEA in its original selection of Contractor. Contractor must provide any additional information the CEA 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

- 9.1 CEA will compensate the Contractor in accordance with Attachment B (Schedule and Fees). The consideration will compensate Contractor for all expenses Contractor incurs in its performance of services, including travel and per diem.
- 9.2 Contractor guarantees the fees will not increase during the term of this contract.
- 9.3 Correspondence from Contractor to CEA regarding payments or any related compensation matters must be sent to:
- California Earthquake Authority
801 K Street, Suite 1000
Sacramento, California 95814
Attn: Bob Stewart, Chief Operations Officer
- 9.4 Billing and Invoicing. Contractor must submit itemized monthly invoices in arrears for services already performed. The CEA will make no payments in advance of services rendered. Invoices must include:
- i. Contractor's name, address and telephone number
 - ii. an itemized description of services, including a detailed cost breakdown; and
 - iii. total amount of the invoice.
 - iv. project: "Executive Search: Chief Mitigation Officer"

Invoices must be addressed to:

CEA
Accounts Payable
801 K Street, Suite 1000
Sacramento, CA 95814

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

10 Compliance with Laws

- 10.1 The Contractor must comply with all applicable laws, including those laws specifically applicable because of its relationship to the CEA. Any references to federal or state statutes or regulations are also references to any amendments or successor provisions to those sections.
- 10.2 Permits and Licenses. At its sole expense, Contractor must procure and fully maintain any permits and licenses necessary to accomplish the required services.
- 10.3 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

- 11.1 In the course of its duties, the Contractor will gain knowledge of investment, financial, personal, personally-identifiable, technical, accounting, and statistical information pertaining to the CEA, its Governing Board and Advisory Panel and their members, CEA employees, contractors, vendors, agents, and policyholders (collectively, "Restricted Information"). All Restricted Information is *strictly confidential* unless the CEA 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 the CEA's advance written, specific permission.
- 11.2 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.
- 11.3 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.
- 11.4 The Contractor's disclosure of Restricted Information in violation of this provision is a material breach of contract.
- 11.5 Contractor understands that CEA is a public instrumentality of the State of California and that CEA'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). The CEA will notify Contractor promptly after receiving a request for disclosure of

any documents or materials Contractor has designated as proprietary and confidential in the CEA's possession. CEA will reasonably cooperate with Contractor, within the statutory framework and limitations on CEA'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

- 12.1 Contractor's Warranty. By its signature on this Agreement, Contractor warrants to CEA 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:
- A. advice and recommendations to the CEA;
 - B. statements made about the CEA to any person or entity;
 - C. activities performed on behalf of the CEA; or
 - D. decisions taken or enacted on behalf of the CEA.
- 12.2 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 (Termination for Contractor's Default). The CEA 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 CEA before or during the term of this Agreement to identify, disclose, and address potential, apparent, and actual conflicts of interest. Contractor promises to provide the CEA with any requested information, documentation, and assurances, in writing if so requested, concerning any claimed, apparent, or actual conflict of interest.
- 12.3 Fair Political Practices Laws. Contractor must not directly or indirectly receive any personal benefit from information obtained from the CEA, or received or provided on behalf of CEA. Contractor must disclose to CEA 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 the CEA. Contractor acknowledges that the CEA 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 CEA, designated Contractor personnel will file with CEA a Statement of Economic Interests in compliance with CEA's Conflict of Interest Code (California Code of Regulations, Title 5, Part III, Chapter 1, Section 22000, et seq.).
- 12.4 Neither Contractor, nor any of its subsidiaries, officers, or directors, may submit a bid or be awarded a contract to provide services to CEA, procure goods or supplies for CEA, or perform any related action that is an outgrowth of the investment services or advice Contractor provides CEA 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 will execute and return the certification in Attachment E with the signed Agreement. CEA 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; CEA relies on Contractor's statements and assurances in the Disaster Recovery Plan (Attachment F) and expects continuity of service during such events.

16 Indemnification

16.1 Contractor must indemnify, defend, and save harmless the CEA, the CEA Governing Board and Advisory Panel, and all CEA officers, agents, and employees, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorney fees, arising from any claims of:

- A. Contractor's breach of its promises, warranties, or other obligations; or
- B. Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence, or reckless disregard of its duties under this Agreement.

16.2 For purposes of this section 20, and in reference to the provisions of section 5 (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 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 the CEA 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 CEA 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 the CEA on request.

By its signature on this Agreement, Contractor acknowledges that CEA 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

- 18.1 Attachment D ("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."
- 18.2 Contractor may not substitute, replace, or reassign Key Personnel without CEA's advance written approval. With CEA 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).
- 18.3 In its sole discretion, CEA can terminate this Agreement immediately, on written notice from CEA to Contractor, if Contractor changes any of its Key Personnel without the CEA's agreement or if any one or more of the Key Personnel depart Contractor's staff.

19 Notice of Proceedings

Contractor must promptly notify the CEA 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

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 deposited with the U. S. Postal Service; 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 Express Mail or overnight delivery service.

No notice is effective if given only by facsimile machine (fax). Notices are to be directed to all the following representatives:

For CEA:

California Earthquake Authority
801 K Street, Suite 1000
Sacramento, California 95814
Attn: Chief Operations Officer

and California Earthquake Authority
801 K Street, Suite 1000
Sacramento, California 95814
Attn: General Counsel

For Contractor:

21 Publicity

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

22 Record-keeping; Record Retention

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

22.1 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 CEA or its representatives on reasonable prior notice and during normal business hours. Contractor must maintain its CEA-related records separate and distinct from the records pertaining to other clients.

22.2 All information, data, reports, and records associated with the CEA are the property of CEA 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 the Agreement.

23 Relationship of the Parties

23.1 This Agreement creates a relationship of independent contractor. CEA 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 the CEA and will be subject to the CEA's general right of inspection and supervision to secure its satisfactory completion.

23.2 Contractor's principals, employees, and contractors are not and will not be considered employees of CEA and are not entitled to any benefits provided by the CEA, or by the State of California, to its employees.

24 Reports

In addition to project deliverables, Contractor must provide other material that the CEA 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

25.1 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 CEA. Only CEA has ownership of

the Products that result from services provided under this Agreement. CEA reserves the right to give or otherwise release the Products.

- 25.2. Contractor reserves all rights to its intellectual property (IP) that predates the work performed for CEA, 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.
- 25.3. CEA may grant Contractor the rights to publish results of its work in professional journals or as presentations at professional conferences, as specified with CEA's written approval for each publication proposed by Contractor.

CEA will not unreasonably withhold or delay approval or non-approval.

- 25.4 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 the CEA, 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 the CEA.
- 25.5. Contractor grants to the CEA a perpetual, worldwide, royalty-free license or sublicense to use, copy, maintain, or modify, or to sublicense others to use, copy, maintain, or modify, intellectual property developed by Contractor before the date of the parties' initial agreement to develop the Products (before January 1, 2008) and used by Contractor in connection with the development and production of the Products.
- 25.6. Contractor will place in a "Source Code Escrow" the source code, object code, and documentation for all software used in connection with the development of the Products, and developed by Contractor for CEA after the date of the parties' initial agreement to develop the Products (after January 1, 2008). The source code, object code, and documentation for that software will be released to the CEA if the Contractor:
 - A. is dissolved or adjudged bankrupt;
 - B. is acquired by or merged with another business entity;
 - C. is in material breach of this Agreement;
 - D. is terminated for any reason; or
 - E. has completed services for CEA.

26 Subcontractors

- 26.1 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 the CEA. The parties must agree in advance on any subcontractor.
- 26.2 Contractor must require in writing of any subcontractor that it be bound by all provisions of this Agreement.

27 Taxes

CEA 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:

28.1 Termination at the Option of the CEA. This Agreement may be terminated in whole or in part, for any reason including the convenience of the CEA, and at any time with 30 days written notice by CEA. Despite any termination, and at its sole option, CEA can maintain this Agreement in effect for those transactions pending on the effective date of termination until those transactions are completed. Additionally, Contractor must take all steps specified by CEA to dispose of or otherwise administer any investments entered into under this Agreement. Upon its receipt of a termination notice from CEA, Contractor must promptly discontinue all services affected unless the notice specifies otherwise. If CEA terminates all or any part of this Agreement, CEA 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.

28.2 Termination for Contractor's Default. In addition to any other termination right, CEA 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 CEA 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, CEA will pay Contractor only the reasonable value of its services rendered. In CEA's sole discretion and on any terms it chooses, CEA may offer Contractor an opportunity to address any default or cure any breach.

28.3 Termination for Insolvency. Contractor must notify CEA in writing immediately if Contractor or any principal of Contractor:

- A. files or is placed under federal bankruptcy laws,
- B. files or becomes the subject of a state receivership action,
- C. is adjudged bankrupt,
- D. has a receiver appointed who qualifies,
- E. makes an assignment for the benefit of creditors, or
- F. is the subject of criminal investigation, indictment, or conviction.

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

28.4 Convenience. If CEA 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 the CEA.

28.5 Completion. If CEA terminates this Agreement for Contractor's Default, CEA reserves the right to take over and complete Contractor's work by any means. Contractor will pay the CEA for any additional costs CEA incurs to complete the work, to the extent that those additional costs were incurred due to Contractor's Default.

29 Termination, Effect of

29.1 All duties and obligations of CEA and Contractor will cease on termination of this Agreement, except:

- A. 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
- B. Those clauses named in Subsection 33.7 (Survival).

29.2 Within 15 days after the effective termination date, Contractor will deliver to the CEA all CEA records and deliverables, whether prepared by Contractor or received by Contractor from a third party. The records and Products include, but are not limited to:

- A. due diligence reports;
- B. reports and data prepared by Contractor, subcontractor or consultants;
- C. financial statements, investment performance data, and related reports and data systems prepared in connection with investment monitoring services;
- D. products, modified software, manuals, custom scripts, code, and processes.

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

29.3 Upon expiration or termination of this Agreement, Contractor will provide all reasonable assistance to transition CEA's records, accounts, funds, required services to CEAs subsequent service provider, without additional costs to CEA.

29 Time Is of the Essence

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

30 Waivers

A party's delay in exercising any right or privilege is not a waiver of any Agreement provision. Neither party's waiver, or 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.

31 Warranties

The Contractor warrants its compliance with the following requirements:

32.1 Employees

- A. 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.

- B. 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.
- C. 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.

32.2 Labor

- A. 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.
- B. 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.

32.4 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;

32.5 Signature Authorization.

- A. 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.

- B. 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.
 - C. 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.
- 32.6 Contractor warrants that it will promptly notify the CEA of any changes in Contractor's compliance with the warranties stated here, and agrees to restore the warranties, as the CEA in its discretion may require, if a lapse occurs. If the Contractor does not provide notice to the CEA to the contrary, the CEA has the absolute right to rely on the ongoing effectiveness of each warranty stated here.

33 Term of Agreement

- 33.1 This Agreement is effective on **January ____**, 2011 and its term expires on July **____**, 2011, unless terminated sooner in accordance with the provisions of Sections 28 (Termination). The CEA may extend this Agreement for the second and third years, without any increase in the fees. The CEA may extend this Agreement for the fourth and fifth years, with the increase in fees provided in Attachment B (Schedule and Fees
- 33.2 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

- 34.1 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.
- 34.2 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.
- 34.3 Counterparts. This Agreement may be executed in counterparts. Each counterpart is an original; all counterparts together are one instrument.
- 34.4 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:
- Attachment A: Scope of Work
 - Attachment B: Schedule and Fees
 - Attachment C: Service Expectations
 - Attachment D: Key Personnel
 - Attachment E: Drug-Free Workplace Certification

34.5 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:

- (i) applicable laws;
- (ii) the terms and conditions of this Agreement, including attachments;
- (iii) any other provisions, terms, or materials incorporated into this Agreement.

34.6 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.

34.7 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.

34.8 **Titles / Section Headings.** Titles and section headings are not part of this Agreement

California Earthquake Authority Travel Reimbursement for Contractors

1. Policy

The CEA will reimburse for the Contractor's necessary actual expenses incurred by when traveling on official CEA business, if contractually agreed. Contractor's travel must be pre-approved by the CEA department manager.

2. Required Information

All reimbursement requests must be typed, properly itemized, and accompanied by the required receipts. Reimbursement requests must be approved by the appropriate CEA contract manager.

Reimbursement requests must provide the required information:

- CEA department manager's prior approval
- Purpose of business trip
- Claimant's name and address
- All appropriate expenses (airfare, hotel)
- Dates and times when expenses occurred
- Location where expenses occurred
- Signatures of claimant
- Any additional justification required

3. Receipts

Receipts are required for: (a) lodging; and (b) airfare – with travel agency or reservation receipt **and** passenger receipt)

Original receipts must be provided. Receipts must be pre-printed with the name of the business. Lodging receipts must show transaction dates and payment made. Airfare receipts must include agreements, invoices, passenger receipts, and ticket stubs.

4. 50-Mile Rule

No expenses (lodging or airfare) is allowed at any location within 50 miles of the claimant's business address, or within 50 miles of a claimant's primary residence.

All reimbursement requests must document the claimant's starting point of travel - either the business address or primary residence address.

5. Lodging Reimbursement

Lodging may be claimed if travel extends overnight, and pre-approved. Contractors should select accommodations in a moderate price range for the city/town in which they are staying; the CEA will reimburse no more than \$200 (including occupancy and local taxes) per night.

6. Airfare Reimbursement

The CEA will reimburse for the ***least expensive*** mode of transportation available. Determination of the best mode of transportation shall include the consideration of airfare, rail, and bus.

Contractor will be reimbursed for travel by aircraft when it is the most efficient and least costly method for conducting official business and Contractor has taken advantage of discounts whenever possible.

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:

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).
 - a) The dangers of drug abuse in the workplace,
 - b) The person's or organization's policy of maintaining a drug-free workplace,
 - c) Any available counseling, rehabilitation and employees assistance programs, and
 - d) 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:
 - a) Will receive a copy of the company's drug-free statement, and
 - b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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

References

Exhibit 4

The proposer must provide at least three references the CEA 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: _____

Address: _____

Contact Person: _____

Phone: () _____

Brief Description of Project:

Date and Dollar Value of Project _____

Name of Firm: _____

Address: _____

Contact Person: _____

Phone: () _____

Brief Description of Project:

Date and Dollar Value of Project: _____

Name of Firm: _____

Address: _____

Contact Person: _____

Phone: () _____

Brief Description of Project

Date and Dollar Value of Project: _____