



Request for Qualifications and Proposal

For

**California Earthquake Authority
(CEA)**

Call Center Services

RFP # 01-10

July 2010

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I. Summary of Key Dates—RFP # 01-10

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 | July 26, 2010 |
| 2. Deadline for submitting questions | August 23, 2010 |
| 3. Final date for the CEA to post addenda for which proposers are responsible | September 10, 2010 |
| 4. Answers to questions will be posted to on the CEA Web site | September 20, 2010 |
| 5. Final proposal submission date | October 15, 2010 |
| 6. Proposal evaluation | November 1, 2010 |
| 7. Finalists’ presentations (optional) in Sacramento, California | November 15, 2010 – November 17, 2010 |
| 8. Award of opportunity to negotiate contract | December 1, 2010 |
| 9. Commencement date | January 1, 2011 |

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 \$3.5 billion in CEA capital, \$311 million in revenue bond proceeds, \$3.1 billion in third-party reinsurance, and \$2.8 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, mobile homes, 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 Insurance Commissioner.

This RFP is designed to identify the qualifications of, and select, a telephone call center with substantial insurance-industry-related experience that can respond on very short notice should the CEA's post-earthquake telephone call volume dictate that telephone calls be handled outside the CEA.

When an earthquake occurs in California, CEA insureds are instructed to report all new earthquake claims to the insurance company that sold them the CEA policy. Each insurer has a toll-free claims telephone number and a call center that will be staffed to handle

these claims calls. If all goes as planned following an earthquake, CEA insureds can call these numbers, and the CEA will not experience an unmanageable call volume. If the media, however, erroneously were to publish or broadcast the CEA's own telephone number as the telephone number to call and report claims, the CEA would quickly be inundated with phone calls and would be unable to handle the call volume.

While the CEA does not expect this situation to occur, the CEA wishes to establish (as a back-up) a relationship with a call center which can take calls and re-route them to the appropriate participating-insurer claims telephone numbers if the need arises. By written contract, CEA participating insurers have agreed to provide a wide variety of policy and claims-related services on behalf of CEA policyholders. These contract services are crucial to CEA operations because the CEA has very few employees - by law, no more than 28.

See Services to be Provided, Section VI, for detailed services.

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:

RFP01-10@calquake.com

The CEA will respond to questions as they are received. Answers will be sent to the entity asking the questions and will be posted on the CEA's Web site, www.EarthquakeAuthority.com, on the Contracting & Employment RFP page.

IV. Proposer's Responsibilities Regarding Addenda

The CEA reserves the right in its sole discretion to modify any part of this RFP 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 Contracting & Employment RFP page.

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

Each proposer understands, agrees to, and accepts an affirmative responsibility to inquire regarding, and seek clarification of, any part or provision of this RFP 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 RFP, the proposer must immediately notify the CEA's RFP contact person and request clarification. In its sole discretion, the CEA may issue clarifications in the form of

written addenda to this RFP and will post the written addenda to www.EarthquakeAuthority.com on the Contracting & Employment RFP page.

The CEA in its sole discretion 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 proposer shall be entitled to additional time to meet any deadline by reason of 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 RFP, and in addition and as appropriate, may be made a part of or otherwise reflected in any contract awarded as a result of this RFP.

Because proposals must incorporate all addenda posted one week or more before the final proposal submission date, 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 Proposal # 01-10

- Proposals must be physically received by the CEA no later than 4 p.m. Pacific Time on October 15, 2010.
- 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 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 proposal-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 website before submitting proposals.

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

VI. Services to be Provided

Take and appropriately handle urgent-basis telephone calls on behalf of the CEA from the following CEA-related persons and entities, using scripts such as those shown in Attachment C as the basis for call handling.

- CEA policyholders
- Insurance agents and insurance company representatives, both claims and executive
- Media (reporters from newspapers, radio stations or networks, television stations or networks, magazines, etc.)
- Public officials and representatives of governmental organizations

The selected firm must provide the following deliverables:

- A clear and complete statement of proposed costs for the services requested in this RFP.

- A detailed timeline that indicates key dates to implement this project.
- An explanation of the proposer's abilities and a full description of the business methods, systems, and procedures that are in place to competently and appropriately handle high call volume, with increasing or decreasing demand from CEA-related calls.
- Provide the name of the person who will serve as the primary contact for this proposal and possible contract, as well as the names and resumes of the key members of the proposer's firm who will be assigned to the CEA account. Include background, training, and experience of these key personnel in performing similar services for similar clients.

Term

The contract will have a five-year term.

Scope of Work

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. Be an established telephone call center operation that is geographically located within the United States and that is or can easily be open for business seven days a week, 24 hours a day.
2. Demonstrate significant and substantial experience and expertise in handling on an urgent basis the intake of new property & casualty insurance claims.
3. Have a contact person, with unambiguous decision-making authority, available to coordinate with CEA personnel and bind the proposer to legal contracts.

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

VIII. Project Budget and Fees

The project budget and fees must be addressed and stated in the following format:

Set-up cost for the CEA program.

1. Cost of any periodic training and testing retainer - the CEA would consider paying, for example, an annual, non-usage-related training and testing fee to keep the call center fully available.
2. The number and types of calls included in an annual retainer, if any.
3. The cost of each call that exceeds the calls allowed in an annual retainer, or if no calls are included in an annual retainer, the cost for each call.
4. Please include a full and complete statement of all call-center costs, including volume discounts, any premium pricing requirements, etc., and any other costs associated with the proposer's services, account management, call transmissions to the CEA or others, long distance charges (whether included or additional). In responding to this item, the proposer should make every effort to be detailed, thorough, and complete.
5. Any costs or charges for reports to the CEA.
6. Any other costs or charges associated with the proposed services that might be incurred during any relationship with the CEA.

IX. Submission Instructions

The proposal and cover letter must not exceed 25 single-sided pages. Attachments (excluding ADV form) must not exceed 25 single-sided pages. All proposals must include the following elements in the following order:

1. A proposal transmittal letter, signed by a person authorized to bind the proposer contractually. The transmittal letter must include a statement that the firm is willing to be bound by the contractual provisions described in Attachment A of this RFP.
2. Please provide a brief overview of the proposing firm, including length of time in business, number of clients, examples of clients (either by name or categorically), facilities, ownership (private/public/parent company, etc.), and management history.
3. A full and complete description of the call volume (number, type, etc.) handled in each of the past three years.
4. Name three of your largest clients, state when the business relationship was established, and fully describe the services that you provide those clients, including call volume, types of calls (routine, urgent), etc.
5. The proposer's average daily call volume.
 - Call volume during the four busiest weeks in each of the past three years.
 - Describe any seasonality associated with your services.
6. Please provide actual company averages - not merely target numbers - for the following metrics.
 - Wait time (ASA).

- Abandoned calls (%).
- Service level (% answered in 20 seconds).
- Blockage (%).
- Productivity: Average number of calls processed per agent per hour.

Facility

7. How many facilities do you maintain and their locations?
8. How many workstations does each facility have?
9. Please describe your ACD and telecommunications structure in each facility.
10. What is the labor force availability in each?
11. Please list the Telco's you support and denote your preferred vendor.

Disaster Recovery

12. Please describe your disaster recovery processes for both telephone and computer systems.

Reporting

13. Please describe your reporting capabilities (ACD and computer).
14. Please describe report delivery options.
15. Please provide samples of your standard reports.
16. How long does it take to provide a non-standard report? Cost?

Account Management

17. Please describe the start-up process for a new account.
18. Please describe the group that will manage the CEA's business and the qualifications of the people who would be the primary CEA contacts.
19. Please describe the proposer's experience pertinent to the CEA's operations.

Phone Attendant Hiring and Development/Training

20. Please describe your hiring criteria and process.
21. Please describe your training procedure, both initial and ongoing.
22. Please describe motivation and retention programs currently in place.
23. What is your turnover by facility?

Quality and Monitoring

24. What quality assurance programs do you have in place?
25. Describe your monitoring capabilities. How many people do you have assigned to monitoring?
26. How often are your agents monitored? Please provide a copy of your standard monitoring form.
27. Please attach a company organizational chart
28. Please attach sample reports: ACD, etc.
29. Please attach any monitoring form(s).
30. Please provide an annual report if the proposer is a public corporation or other entity.

Firm Background

31. Location of firm headquarters.
32. Other offices and their locations.
33. Number of years in existence.
34. Total number of employees.
35. Description of firm's commitment to California.
36. Details of any pending litigation your firm is involved in and how it could affect your firm's ability to perform work on behalf of the CEA.
37. Please provide the details of any other relationships, liabilities, and the like that might become or constitute an apparent or actual conflict of interest in rendering services to the CEA.

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 RFP, along with all travel costs related to the interview and contract-negotiation processes, are the sole responsibility of the proposer.

Proposal Evaluation

Criteria and maximum score for the proposal are noted below:

CRITERION	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 RFP process, the CEA determines that the results or prospects of this RFP 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

January 1, 2011

Certain standard terms of the California Earthquake Authority's (CEA) contract with the 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 Director of Communications and External Affairs, 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, 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 quarterly 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: “ _____ ”

Invoices must be addressed to: California Earthquake Authority
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:

- advice and recommendations to the CEA;
- statements made about the CEA to any person or entity;
- activities performed on behalf of the CEA; or
- 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.).

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 **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 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 Proceeding

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

External Affairs

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.

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

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.

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 34.7 (Survival).
- 29.2 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.

30 Time Is of the Essence

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

31 Waivers

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

32 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

32.3 **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;

32.4 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.

32.5 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 December 31, 2013, unless terminated sooner in accordance with the provisions of Sections 28 (Termination). The CEA may extend this Agreement for the fourth and fifth years, with a maximum 3% increase in the fees for each of the fourth and fifth years.
- 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: Key Personnel
 - Attachment D: 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

The foregoing list of contract specifications is not exhaustive; it is provided as a brief guideline. The CEA reserves the right to make or substitute any additional terms, conditions, and exhibits, provided, however, that the Proposer will have reviewed such changes.

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Section VI OTHERS CALLS/NORMAL BUSINESS
Section VII PARTICIPATING INSURANCE COMPANIES
Section VIII RESOURCES FOR EARTHQUAKE VICTIMS

SECTION I ABOUT THE CEA

The California Earthquake Authority (CEA) is an instrumentality of the State of California and provides residential earthquake insurance to homeowners, manufactured home/mobilehome owners, owners of individual condominiums, and renters. CEA policies are sold only through CEA participating insurance companies (see Section VII).

To gain insight into the CEA, visit www.EarthquakeAuthority.com. Online training courses are featured on the Web site in the *Agent and Adjuster Information Center*. Specimen copies of CEA policies are also available on the *Purchasing or Changing Coverage* page for each policy type under *Insurance Policy Information*.

The CEA can handle its normal volume of calls. The most likely reason a back up call center would be used is in the event of a large earthquake. Any calls received by the back up call center will fall into one of the following categories:

- CEA policyholders
- Insurance agents from CEA participating insurance companies
- Media (e.g., newspaper, radio, TV, magazines)
- Government entities or elected officials
- Normal business calls (e.g., CEA vendors, contractors, non-policyholders)

SECTION II POLICYHOLDER INQUIRIES

ABOUT THE EARTHQUAKE

The CEA is aware of the _____ magnitude earthquake that occurred in _____ (city or town). The CEA earthquake response team is responding and coordinating efforts with other emergency agencies that are on site.

CLAIMS

Q. I want to file a claim/How do I submit an earthquake claim?

A. In order to start the claim process, you need to call your homeowners insurance agent or your homeowners insurance company and report your claim. Do you know who to call or do you have the phone number to call?

Yes – terminate the call.

No – *What company is your homeowners insurance ~~company~~ written through?*
Refer to Section VII – Participating Insurance Companies.

If the company they named is listed, provide claims referral number.
If the company they named is not listed, *Your insurance company is not a CEA participating company. You will need to contact your agent or homeowners insurance company for assistance. Sorry, I do not have the phone number for that company.*

Q. I can't stay in my home. I need some emergency money to get by on.

A. *Call your homeowners insurance company and report your claim right away.*

If the policy is written through a participating insurance company, you may inquire: *Do you have the telephone number?* (Refer to Section xx Participating Insurance Companies.)

Q Who will pay the claim?

A. *Your homeowners insurance company handles your claim from start to finish. They will issue a check for any claim payment.*

Q. How much will the claim be for?

A. *The adjuster from your homeowner insurance company will give you that information once your claim has been evaluated.*

If the policy is written through a participating insurance company, you may inquire: *Do you have the telephone number?* (Refer to Section VII – Participating Insurance Companies.)

Q. Does someone need to come out to my house to inspect the damage?

A. *Your insurance company adjuster would be the best one to talk to about an inspection.*

If the policy is written through a participating insurance company, you may inquire: *Do you have the telephone number?* (Refer to Section VII – Participating Insurance Companies.)

Q. How long will it take for the claim to be paid?

A. *The adjuster from your homeowners insurance company will give you that information once your claim has been evaluated.*

If the policy is written through a participating insurance company, you may inquire: *Do you have the telephone number?* (Refer to Section VII – Participating Insurance Companies.)

Q. What is the status of my claim?

A. *As claims are handled by your homeowners insurance company, you will need to contact your agent or your adjuster for information regarding your claim.*

If the policy is written through a participating insurance company, you may inquire: *Do you have the telephone number?* (Refer to Section VII – Participating Insurance Companies.)

POLICY COVERAGE

Q. What is my coverage?

A. We do not have coverage information related to your specific policy. You will need to contact your homeowners insurance agent/insurance company.

Q. Does my earthquake policy pay for or include emergency living expenses?

A. We do not have coverage information related to your specific policy. You can review your earthquake policy or contact your insurance agent/company for assistance.

Q. What coverage is available through CEA?

A. You have reached the CEA Earthquake Response Call Center. Contact your insurance agent/ insurance company regarding what earthquake coverage options are available.

CALLER INSISTS YOU TAKE THEIR CLAIM

In an extremely rare occurrence a consumer may demand that you initiate a claim action. It will be your task to record sufficient information and pass it to the consumer’s insurance company to begin the claim process.

Only proceed with taking this initial claim information after confirming that the consumer has a homeowner’s fire policy with a CEA participating company (Refer to Appendix xx - “CEA Participating Insurers”).

Complete a “Property Loss Notice” and fax it to the appropriate insurance company (refer to Appendix xx) and fax the completed form to CEA at (916) XXX-XXXX. Attach a cover sheet on the form submitted to the CEA and include the following information:

- Which insurance company you faxed the form to
- When you faxed the form to the insurance company
- What fax number you used

CALLER INSISTS TO SPEAK WITH SOMEONE AT CEA

This also should be an extremely rare occurrence. You may transfer the call to CEA’s direct line at...

SECTION III AGENT INQUIRY

CONFIRM CALLER ASSOCIATION

Before attempting to answer any questions from an insurance agent, make sure they are associated with a CEA participating insurance company. Refer to Appendix A – “CEA Participating Insurers List” for consumer referral, agent referral, and claims referral phone numbers. If the insurance company is not listed, they are not a CEA participating insurer. The agent should call the non-participating insurance company directly.

ALL UNDERWRITING/BILLING/ADDRESS CHANGES/POLICY STATUS QUESTIONS

A: You have reached the CEA Earthquake Response Call Center. We are currently responding to a large volume of calls as the result of a recent earthquake. The kind of information you are looking for is not available here at the call center. You will need to call the Agent Referral number for your parent company.

SECTION IV MEDIA INQUIRIES

Do not attempt to answer any questions from any member of the media (newspaper, radio, TV, magazines, etc.). Such inquiries should be referred to:

CEA’s Director of Communications & External Affairs

Phone: (916) XXX-XXXX

Email: XXXXXX@calquake.com

If the caller insists that you take a message, document the following information and email it to the public affairs email address provided above:

- Caller’s name
- Caller’s organization (which publication, radio, or television station)
- Caller’s phone number

Important note: It is important to note which media outlet the caller is with. Ask for their “call letters.” (For example, television channel 13 in Sacramento is KOVR-TV while channel 13 in Los Angeles is KCOP UPN 13.)

SECTION V GOVERNMENTAL ENTITIES/ELECTED OFFICIALS

The CEA was created by the State of California legislature and is of great interest to Governmental Entities and Elected Officials. This is especially true in the aftermath of a significant earthquake.

Do not attempt to answer any questions Governmental Entities or Elected Officials. If you have received the call it is likely that you have received the call in error. Immediately direct such inquiries to:

CEA's Director of Communications & External Affairs
Phone: (916) XXX-XXXX
Email: XXXXXX@calquake.com

If the caller insists that you take a message, document the following information and email it to the public affairs email address provided above:

- Caller's name (confirm correct spelling)
- Caller's title
- Caller's organization
- Caller's phone number(s)
- Caller's email address (if available)

SECTION VI OTHER CALLS/NORMAL BUSINESS

Any other call is probably related to CEA's normal business operations. These calls should be directed to during normal business hours (Monday-Friday, 8 a.m. to 5 p.m., Pacific Time).

Outside callers should be directed to the phone numbers and email addresses previously listed in this document. It is important, especially after a significant earthquake, that direct staff contact information/phone numbers not be released. This could impact the ability of CEA staff to efficiently and effectively respond. If, however, Call Center staff needs advice or specific information, please contact:

**John Doe
CEA Call Center**

**Direct line: (916) XXX-XXXX
Email: XXXXXX@calquake.com**

EARTHQUAKE INFORMATION

Turn to local news organizations (television or radio news channel in your area)

Association of Bay Area Governments (ABAG).....Phone: xxx-xxxx
 Web: www.abag.ca.gov

Southern California Earthquake Center.....Phone: xxx-xxxx
 Web: www.scec.org

United States Geological Survey (USGS).....Phone: xxx-xxxx
 Web: www.usgs.gov

HELP FOR EARTHQUAKE VICTIMS

American Red Cross

Red Cross disaster relief focuses on meeting people's immediate emergency disaster-caused needs. When a disaster threatens or strikes, the Red Cross provides shelter, food, and health and mental health services to address basic human needs. In addition to these services, the core of Red Cross disaster relief is the assistance given to individuals and families affected by disaster to enable them to resume their normal daily activities independently.

Disaster Assistance info.....xxx-xxxx or xxx-xxxx
 Web.....www.cslb.ca.gov

California Contractor’s State Licensing Board

The Contractors State License Board protects consumers by regulating the construction industry through policies that promote the health, safety and general welfare of the public in matters relating to construction.

Phone..... xxx-xxxx
 Web.....www.cslb.ca.gov

California Department of Insurance (CDI)

Consumer Services Division (CSD) of the CDI is responsible for gathering and responding to consumer inquiries regarding insurance company or producer activities. The goal of CSD is primarily to protect California insurance consumers through enforcement of the California Insurance Code and related laws and regulations.

Consumer Hotline.....(800) XXX-XXXX (XXXX)
 Telecommunication Device for the Deaf.....(800) XXX-XXXX (XXXX)
 Web.....www.insurance.ca.gov

California Emergency Management Agency (Cal EMA)

The California Emergency Management Agency coordinates overall state agency response to major disasters in support of local government. The office is responsible for assuring the state's readiness to respond to and recover from natural, manmade, and war-caused emergencies, and for assisting local governments in their emergency preparedness, response and recovery efforts. Cal EMA is the "grantee" for federal disaster assistance, principally from the Federal Emergency Management Agency (FEMA). During the recovery phase of a disaster, Cal EMA helps local governments assess damages and assists them with federal and state grant and loan applications to repair damaged public property.

Phone.....(916) XXX-XXXX

Web.....www.calema.ca.gov

Federal Emergency Management Agency (FEMA)

FEMA is part of the Department of Homeland Security's Emergency Preparedness and Response Directorate. Often FEMA works in partnership with other organizations that are part of the nation's emergency management system. These partners include state and local emergency management agencies, 27 federal agencies and the American Red Cross. FEMA monitors the entire disaster life cycle including the process through which emergency managers prepare for emergencies and disasters, respond to them when they occur, help people and institutions recover from them, mitigate, their effects, reduce the risk, of loss, and prevent disasters such as fires from occurring.

To apply for disaster assistance.....(800) XXX-XXXX (XXXX)

TTY(800) XXX-XXXX

Web.....www.fema.gov

U.S. Small Business Administration (SBA)

Disaster Recovery Mission: To help people recover from disasters and rebuild their lives by providing affordable, timely and accessible financial assistance to homeowners, renters and businesses. Completed SBA Disaster Business Loan applications may be submitted to the Disaster Area office that serves your state or territory. If you have any questions concerning the application please contact the Disaster Area office that serves your state or territory.

Web.....www.sba.gov

Disaster Area 4 Office (California and other western states).....(800) XXX-XXXX

California Earthquake Authority

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

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 Number () _____

Brief Description of Project

Date and Dollar Value of Project _____

Name of Firm _____

Address _____

Contact Person _____

Phone Number () _____

Brief Description of Project

Date and Dollar Value of Project _____

Name of Firm _____

Address _____

Contact Person _____

Phone Number () _____

Brief Description of Project

Date and Dollar Value of Project _____