

Citizens Redistricting Commission

State of California

Invitation for Bid #003
for
In Process Review Services

Citizens Redistricting Commission
901 P Street, Suite 154-A
Sacramento, CA 95814

Final Bid Due Date & Time: Monday June 20, 2011 5:00 P.M.
Pacific Standard Time (PST)

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SECTION A - PURPOSE AND DESCRIPTION OF SERVICES

Introduction and Overview of Requirements

The In Process Review is a procedure to confirm that the criteria required by the Voters First Act and the directions provided by the Commission to the technical consultant (line drawer) are reflected in all maps.

The results of the review will consist of the In Process Reviewer's determination of the extent to which the map(s) under review conform to the Commission's stated criteria, and suggestions, if any, for improving the map(s) conformity to the Commission's stated criteria. The In Process Reviewer will not review a map or set of maps, apart from the map(s) specified by the Commission.

These functions must be performed in coordination with, and as specified by, the Commission, and must include staff support provided by the Contractor for Commission meetings.

The work to be performed under this IFB will occur on an as needed basis, by request of the Commission.

Background

The Voters FIRST Act (Act), which voters approved in November 2008, shifts the responsibility for redrawing the political boundaries for California Senate, Assembly and Board of Equalization districts from lawmakers to the Citizens Redistricting Commission (Commission). The Voters FIRST Act for Congress, approved by voters November 2010, added the responsibility of drawing Congressional districts to the Commission. The Commission is charged with creating these districts in conformance with the standards and process set forth in Section 2 of Article XXI of the California Constitution, including compliance with the Federal Voting Rights Act (Act).

Role of Contractor

The In Process Review is a procedure to confirm that the criteria required by the Voters First Act and the directions provided by the Commission to the technical consultant are reflected in all maps. The results of the review will consist of the In Process Reviewer's determination of the extent to which the map(s) under review conform to the Commission's stated criteria and suggestions, if any, for improving the map(s) conformity to the Commission's stated criteria. The In Process Reviewer will not develop a map or set of maps except under circumstances to provide alternatives for those areas of review directed by the commission, where applicable.

The Contractor will have sole responsibility for the following:

- a. All necessary computerized equipment necessary to house and utilize the redistricting database;
- b. Any and all equipment required to perform the reviews and analysis desired by the Commission; and
- c. Access to any and all equipment required to produce and project the maps under review (for audience viewing), and to print all maps desired by the Commission.

Required Reviews and Meeting Participation

At the request and direction of the Commission, the In Process Reviewer will review maps to be specified by the Commission, to determine the extent to which the map(s) under review conform to the Commission's stated criteria, and suggestions, if any, for improving the map(s) conformity to the Commission's stated criteria.

The Contractor must attend and participate in Commission meetings where the reports from the In Process Review of maps will be a consideration on the agenda. The Contractor will be responsible for:

1. Conducting the In Process review for the map(s) as specified by the Commission;
2. Providing the Commission with a detailed written report of the In Process Review at least two (2) days before the meeting date on which the Commission will hear the review in open session; and
3. Presenting to the Commission a verbal summary of the results of the In Process Review;

SECTION B - BIDDER MINIMUM QUALIFICATIONS

Minimum Qualifications

Bidders should be familiar with and have demonstrated expertise in developing and evaluating redistricting maps, including:

1. Evaluating the results accrued by the movement of census geography units into and out of proposed districts; and
2. Evaluating redistricting maps to determine whether proposed districts reflect compliance with the criteria delineated by the group or individuals requesting the maps, and by applicable state and federal requirements.

In order to accomplish these tasks, the In Process Reviewer will have demonstrated skills in the following areas:

- a. Understanding of census geography and demographics;
- b. Analysis and evaluation of the potential impact of proposed lines on communities of interest;
- c. Familiarity with applicable state and federal laws and requirements as related to redistricting; and
- d. Knowledge of the specific geographic areas of California, including the population and socio-economic characteristics of the area, transportation, etc.

Technical Experience References

1. Reference Projects

Bidders must provide the name, location, and start and end dates for two (2) reference projects that were completed in the last ten (10) years. Each reference project must consist of the development of redistricting plans or the review of redistricting plans.

The description of each project must include:

- a. The scope of the project (what was to be accomplished);
- b. The Bidder's role in the project (including whether the Bidder worked alone or as part of a team);

- c. What part of the project the Bidder was responsible for completing;
- d. The work products developed by the Bidder; and
- e. The outcome of the project (results obtained, utility of results, etc.).

The Bidder's reference projects must demonstrate the Bidder's expertise with:

- a. Application of demographics and census data to redistricting;
- b. Knowledge of laws related to redistricting;
- c. Analysis and evaluation of the potential impact of proposed lines on communities of interest; and
- d. Knowledge of the specific geographic areas of California, including the population and socio-economic characteristics of the area, transportation, etc.

2. Contact Person for Reference

For each reference project, provide a "contact name", "address" and "phone number" for a principal member of the reference project. The contact person must be an individual in a senior capacity who was directly involved in reviewing the project and its results, and **must be available by phone for two days after Final Bid opening**.

Resumes

1. Key Personnel

The Bidder must provide detailed resumes for all key personnel to be directly assigned to the contract.

2. Relevance of Contribution to Redistricting

The resumes must substantiate prior experience with redistricting projects that meet the same criteria as required to meet the Bidder's qualifications.

Resumes must include:

- Project start and end dates; and
- The individual's primary responsibilities relevant to successfully completing the project(s).

Resumes must specify project experience illustrating that the Bidder, Bidder's staff and/or Bidder's sub-contractor(s), if any, have knowledge and/or expertise in the following areas:

- a. The Federal Voting Rights Act of 1965;
- b. California Constitution, Article 21, Section 2;
- c. The Geography of California as related to redistricting;
- d. The population diversity of California;
- f. Census data and demography as related to redistricting; and
- g. The application of GIS-related databases to the problems of redistricting.

SECTION C - BID REQUIREMENTS AND INFORMATION

1. Key Action Dates

Listed below are the key action dates and times by which the actions must be taken or completed. If the Commission finds it necessary to change any of these dates up to the Final Bid due date, it will be accomplished via an addendum to this IFB.

Key Action Date	Date
1. Release of Bid	6/10/11
2. Last day to submit Written Questions (due by Noon)	6/14/11
3. Commission Response to Written Questions	6/15/11
4. Final Date for Bid Submission (due by 5:00 PM)	6/20/11
5. Public opening of Bids	6/21/11
Public comment may be provided until 1:00 PM PST	6/22/11
7. Notice of Intent to Award	6/23/11
8. Proposed Award Date	6/30/11

All dates after the Submission of Bids (date and time) are approximate and may be changed by the Commission.

2. Written Questions

All questions regarding the content of this IFB must be submitted in writing to the attention of the Project Manager identified in SECTION I, Key Action Dates, and must be received by the due date for written questions in SECTION I, Key Action Dates. Questions not submitted in writing by the Key Action Date for submission of written questions shall be answered at the Commission's option.

3. Submission of Bid

- a. All bids must be submitted under **sealed** cover and sent to the Citizens Redistricting Commission by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page 3). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

IFB #003
 In Process Review
 Citizens Redistricting Commission
 901 P Street, Suite 154-A
 Sacramento, CA 95814

DO NOT OPEN

- b. Bids not submitted under sealed cover may be rejected. A minimum of 5 copies of the bid must be submitted.
- c. All bids shall include the documents identified in Section E, Required Attachment Checklist (see page 10). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- e. Mail or deliver bids to the following address:

Citizens Redistricting Commission
901 P Street, Suite 154-A
Sacramento, CA 95814

- f. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- g. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- h. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- i. An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, page 22. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- k. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- l. The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- m. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- n. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

- o. No additions or increases to the agreement amount will be made due to a lack of careful examination of specifications.
- p. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- q. No oral understanding or agreement shall be binding on either party.
- r. At the Commission's option prior to award, bidders may be required to submit additional clarifying information. Failure to submit the required information as specified may be grounds for bid rejection.

4. Evaluation and Selection

a. Bid Opening and Posting

Commission staff will publicly open and post the requirements portion of Final Bids that are received by the Submission of Final Bid due date and time in SECTION C - Key Action Dates.

b. Customer Experience References Checked

Once the bids are opened, Commission staff will commence contacting Customer Experience References to validate compliance with bid requirements.

Contractor is responsible for ensuring that all reference contacts are available by phone for two days following bid opening.

c. Public Evaluation

On the date and time specified in SECTION C- Key Action Dates, the Commission (Evaluation Team) will publicly check for the presence or absence of required information in conformance with the submission requirements of this IFB.

The Commission and its staff will receive the bids on June 20, 2011. The Commission's staff will open the bids in public on June 21, 2011, and immediately post the entire bid on the Commission website. The Commission will initially review the requirements portion of the bid submitted by each contractor. At the time the Commission begins discussion of the responses, which is presently scheduled for June 23, 2011, the bid cost information will be opened by the Commissioners. The cost portion of the bid will remain confidential until this time, but be posted by Commission staff following the opening of the bids.

The Commission will discuss the qualifications of each bid and determine which bids meet the requirements as described in this IFB. The Commission will then open the cost portions of those bids found to be responsive and responsible. In the event no bid is found to be responsive and responsible, the IFB will be cancelled as provided in **Section C**, hereof.

The bidder's Cost will not be opened for bids determined to be non-responsive to the requirements of the bid.

Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

d. Location of Public Bid Opening and Posting

The public bid opening will be held at the following location:

Citizens Redistricting Commission
901 P Street, Suite 154-A
Sacramento CA 95814

Notice of the location will also be published on the Commission's website
www.WeDrawTheLines.ca.gov.

The Commission's review of the results of the bid evaluation will be held at the following location:

University of California, Fresno Center
550 Shaw Avenue, Suite 100
Fresno, CA 93710

Notice of where the evaluation will take place will also be published on the Commission's website www.WeDrawTheLines.ca.gov.

e. Evaluation Criteria

The requirements will be evaluated based on PASS/FAIL criteria. Award will be made to the responsive responsible bidder offering the lowest evaluated cost to the Commission.

5. Award and Protest

- a. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- b. If any bidder prior to the award of contract files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Citizens Redistricting Commission on the grounds that the protesting bidder is the lowest responsive responsible bidder qualifying for award, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has resolved the matter.

Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA, 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

- c. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at

www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

- d. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

6) Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

7. Agreement Execution and Performance

- a. Performance shall start not later than three (3) business days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

SECTION D - PREFERENCE PROGRAMS

Bidders wishing to claim preferences under any of the following programs may obtain the required forms and instructions by following the links provided.

- 1) Small Business Preference: www.pd.dgs.ca.gov
- 2) Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/disputes
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act - www.pd.dgs.ca.gov/disputes
- 4) Enterprise Zone Act (EZA) - www.osmb.dgs.ca.gov/eza/program.htm

SECTION E - ATTACHMENTS AND GENERAL REQUIREMENTS

See Attachments 1 through 7 for forms, certifications and checklist that must be completed, signed and returned with the Final Bid submission.

A. Cover Letter - Attachment 1

The bidder must complete and include a Cover Letter in Volume I of the Final Bid submission. A principal of the firm authorized to legally bind the firm shall sign the Cover Letter.

The Cover Letter must include the following information:

- Company Name
- Contact Person for purposes of responding to this bid.
- Mailing Address
- Telephone Number and Facsimile Number
- Email Address

B. Payee Data Record - Attachment 2

The bidder must complete and return the Payee Data Record, STD. Form 204, listing their Taxpayer Identification Number in Volume I of the Final Bid submission.

C. Bidder Declaration Form GSPD-05-105 - Attachment 3

The bidder must complete and return the Bidder Declaration GSPD-05-105 in Volume I of the Final Bid submission. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the Commission agrees to a substitution and it is incorporated by amendment to the contract.

D. Conflict and Impartiality Statement - Attachment 4

The bidder must complete, sign and return the Conflict of Interest and Impartiality Statement in Volume I of the Final Bid submission.

E. Bid/Bidder Certification Sheet - Attachment 5

The Bid/Bidder Certification Sheet must be completed, signed and returned in Volume I of the Final Bid submission along with Attachments 1 - 7 as an entire package with original signatures.

F. Small Business Preference - (as applicable)

The bidder will indicate small business status, if applicable, Attachment 5.

Small Business Preferences will be granted for this procurement. Bidders wishing to take advantage of these preferences should review the website below and submit the appropriate response in the bid.

Section 14835 et. seq. of the California Government Code requires that a 5% preference be given to contractors who qualify as a small business or contractors who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et. seq. The definition of

nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et. seq. of the Military and Veterans Code.

Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.

Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the date and time bids are due.

Questions regarding certification should be directed to the OSDS at (916) 375-4940 or go to the following web site: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

G. Required Attachment Check List - Attachment 6

This Attachment Check List must be completed, signed and returned in Volume I of the Final Bid submission along with Attachments 1 - 7 as an entire package with original signatures. Place a check mark or "X" next to each item that you are submitting to the Commission. All required attachments must be returned.

H. CCC – 307 Certification - Attachment 7

The CCC must be completed, signed and returned in Volume I of the Final Bid Submission.

SECTION F - ADMINISTRATIVE REQUIREMENTS

A. Legal Assistance

At the sole discretion of the Commission, Contractor may be required to provide technical assistance to the Commission in the event any legal action arises relating to the redistricting plans developed with Contractor's assistance. Contractor shall provide technical support for any lawsuits resulting from this contract in state and federal court, as deemed necessary by the Commission.

B. Availability to Provide Services

The selected contractor must be able to meet the requirements of this IFB and be ready to begin work within three (3) business days of the Contract Award.

C. Commission Participation

A Project Manager/Coordinator will be assigned to this project and, along with other key Commission personnel, will be working with the Contractor as active participants to provide project continuity at the operating level. Assignments will be made by legal counsel to the Commission and Contractor's reports will be made to legal counsel. This assignment is to foster support for the project and enhance its chances for success.

Contract Manager

Daniel Claypool, Executive Director
Citizens Redistricting Commission
901 P Street, Suite 154-A
Sacramento, CA 95814

Telephone: 916 651-5700 Facsimile: 916 651-5711

Email: daniel.claypool@crc.ca.gov

Contractor will work under the supervision of and receive assignments directly from counsel to the Citizens Redistricting Commission.

D. Period of Performance

The term of this Agreement begins on the date as indicated on the Standard Agreement for Services (STD. 213) through August 31, 2011, with the option for the Commission to extend the term for up to one year at the contract rates. The period of performance must be changed by a written Agreement to the Contract, if the Commission exercises its option to extend services.

The Contractor shall not be authorized to deliver or commence performance of services as described in this IFB until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Contract.

E. Information Security

Contractor must employ Information Security Measures conversant with industry standards (ISO/IEC 27002 and CALIFORNIA State Administrative Manual (SAM) Chapter 5300, for example) that will be maintained throughout the course of the contract, in critical areas, such as, but not limited to, the following:

1. Secure data transmission (if applicable)
2. Data monitoring and verification
3. Data storage and back-up
4. Confidentiality practices regarding staff and data handling

F. Staff Support

Contractor shall provide overall staff support to the Commission's redistricting effort necessary to meet project goals and objectives.

G. Contractor Personnel Replacement

If personnel offered by the selected contractor leave the contractor's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this IFB. All replacement personnel are subject to approval by the Commission.

H. Professionalism and Collaboration

Contractor and contractor's staff and subcontractors (if any) must comport themselves at all times in a professional manner when interacting with the public, the Commission, Commission staff, and the Commission's other contractor's. Further, Contractor and contractor's staff and subcontractors (if any), will remain mindful of the diversity of California's citizens and will ensure respectful treatment and interactions with all members of the public. Finally, Contractor and contractor's staff and subcontractors (if any) will work with the Commission, Commission staff, and the Commission's other contractor's in a collaborative and respectful manner at all times.

Contractor must comply with the terms contained in the Commission's Policy and Procedure Manual, and as such will not be permitted to discuss or publish information about the Commission's redistricting activities except as set forth in the Manual. This prohibition shall continue until such time as the maps are certified and litigation challenging the maps, if any, is finally resolved.

I. Software Capability

The Contractor must also employ the same software used by the Commission's line drawer (Maptitude).

J. Sources of Study Data

The Contractor's data must consist of the following:

1. The 2010 Census Data used shall be that of the California Statewide Database located at the University of California, Berkeley Law, Center for Research, and
2. The Voting and Elections data associated with the districts shall be that of the California Statewide Database located at the University of California, Berkeley Law, Center for Research.

The population data will consist of the certified 2010 US Census data for the State of California, including the population subgroups of California as enumerated by the 2010 US Census data. In addition, the Commission may also require the use of adjusted 2010 census data for analysis. Voting and elections data associated with the district(s) will be included to demonstrate compliance with the Federal Voting Rights Act of 1965.

K. Reports of Review Results

Contractor must issue a report for each review requested by the Commission that explains the basis for determining the extent to which the map(s) under review reflect the criteria delineated by the Commission and by applicable state and federal laws and requirements, and if needed, suggested improvements to the map(s) under review to bring the maps more in keeping with the Commission's stated requirements.

Each report must contain:

1. The map location(s) under consideration;
2. The specific Commission requirements used to evaluate the map(s);
3. The procedures and analyses performed to arrive at the results; and
4. The results of the In Process review: specifically, the extent to which the map(s) under consideration meet the Commission's stated requirements and what, if any, improvements are suggested to bring the maps under review more in keeping with the Commission's stated requirements.

SECTION G - COST

The Final Bid Cost is the sum of the Fixed Review Cost and the Optional Meetings Cost, as described below. The maximum contract amount to be awarded shall not exceed \$50,000 and includes all contract costs and expenses, including travel.

A. Fixed Review Cost

The Contractor is required to provide the cost for conducting a review of an Assembly district map, a State Senate district map, and a Congressional district map. The target population for each of these districts is provided below for reference:

Assembly	State Senate	Congressional
465,674	931,349	702,905

In developing a fixed cost per hour, the Bidder should take all factors into consideration. This may include, but is not limited to, the following:

- Consulting services
- Managerial and/or administrative support
- Clerical/staff support
- Materials and supplies
- Documents, reports, forms
- Reproduction
- Direct and indirect expenses
- Technical support
- Any other costs

B. Optional Meetings Cost

For the purpose of the evaluation and award, the Bidder must provide a cost for five (5) optional meeting days with the Commission, including travel expenses from the Bidder's primary work place to Sacramento. These optional meetings will be scheduled at the discretion of the Commission. **Hotel accommodations and travel per diem costs shall be limited to rates published by the Department of Personnel Administration (DPA).**

C. Bidder Cost Work Sheet - Attachment 8

The bidder must complete the BIDDER COST WORK SHEET in Attachment 8 and return it as part of the Final Bid submission.

The BIDDER COST WORK SHEET must be a separate, sealed, and clearly identified document.

ATTACHMENT 1 - COVER LETTER

Complete, sign (original signature) and return in Volume I of the Final Bid submission.

(Contractor Introduction)

Date:
Signature:
Printed Name:
Title:
Organization:
Telephone Number:
Fax Number:
Mailing Address:
Email Address:

ATTACHMENT 2 - PAYEE DATA RECORD

Complete, sign (original signature) and return in Volume I of the Final Bid submission.

Payee Data Record (STD 204). No payment can be made unless this form is completed.

An electronic copy of this form may be found at:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

ATTACHMENT 3 - BIDDER DECLARATION FORM GSPD-05-105

Complete and return in Volume I of the Final Bid submission.

[Link to Bidder Declaration](#)

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf#search=GSPD-05-105&view=FitH&pagemode=none>

ATTACHMENT 4 - CONFLICT AND IMPARTIALITY STATEMENT

Complete, sign (original signature) and return in Volume I of the Final Bid submission.

(For definitions to terms used in this part, Contractor should refer to California Code of Regulations, Title 2, Administration, Division 10, Bureau of State Audits, and Chapter 1. Redistricting, Sub-Chapter 1, Definitions §60800 – 60829).

Government Code Section 8252 and the regulations found at CCR Title 2, Section 60800 – 60814 set forth certain conflict provisions. With respect to Contractor, other persons with a bona fide relationship with the Contractor as defined in CCR Title 2, Section 60806; a member of the Contractor’s staff and other persons with a bona fide relationship with the Contractor staff as defined in CCR Title 2, Section 60806; Contractor’s sub-contractors (if any), and other persons with a bona fide relationship with the sub-contractor(s) as defined in CCR Title 2, Section 60806, please answer the questions below.

Full disclosure is required; however, disclosure of a potential conflict is not an automatic disqualification. Please explain any potential conflict in the space provided below.

Within the 10 years immediately preceding the submittal of the bid, all of the parties listed above:

- Have not been appointed to, elected to, or have been a candidate for federal or state office;
- Have not served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective federal or state office;
- Have not served as an elected or appointed member of a political party central committee;
- Have not been a registered federal, state, or local lobbyist;
- Have not served as a paid congressional, legislative, or Board of Equalization staff;
- Have not contributed two thousand dollars (\$2,000) or more to any congressional, state, or local candidate for elective public office in any year, which shall be adjusted every 10 years by the cumulative change in the California Consumer Price Index, or its successor;
- Have not been staff and consultants to, persons under a contract with, nor are persons with an immediate family relationship with the Governor, a member of the Legislature, a member of Congress, or a member of the State Board of Equalization;
- Have no personal, family, financial relationships, commitments, or aspirations that a reasonable person would consider likely to improperly influence someone making a redistricting decision;

Explain any potential conflict below:

In addition, please respond to the following (additional pages may be attached if needed):

- Has the person or entity submitting this bid, during the past 10 years, received donations or funding from any source, whether in cash or in kind, that are used to support the operations of the person or entity? If Yes, please state the date, nature and amount of donation or funding, and the source of the funding.

YES _____ NO _____

- Has the person or entity submitting this bid, during the past 10 years, performed services of any kind, whether for a fee or on a voluntary basis, for any political party, interest group or other entity that has supported, donated money to, raised money for candidate for public office, taken a position on a ballot initiative or sought to influence the redistricting process? If Yes, please provide the details of the activity below.

YES _____ NO _____

- The Commission will be the sole provider of funds for the services to be provided pursuant to this IFB. Will contractor receive funding from any source other than the CRC, in cash or in kind, to perform services pursuant to this IFB? If Yes, please provide the details of such funding.

YES _____ NO _____

- Does Contractor have any occupational, academic, volunteer, or other life experiences that show an ability to set aside personal interests, political opinions, and group allegiances to achieve a broad objective? If Yes, please provide the details of the activity below.

YES _____ NO _____

Date:
Signature:
Printed Name:
Title:
Organization:
Telephone Number:
Fax Number:

ATTACHMENT 5 - BID/BIDDER CERTIFICATION SHEET

The bidder must complete, sign (original signature) and return the Bid/Bidder Certification Sheet with Attachments 1-8 as an entire package with original signatures.

- A. All required attachments are included with this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name		2. Telephone Number		2a. Fax Number	
		()		()	
3. Address					
Indicate your organization type:					
4. Sole Proprietorship		5. Partnership		6. Corporation	
Indicate the applicable employee and/or corporation number:					
7. Federal Employee ID No. (FEIN)				8. California Corporation No.	
9. Indicate applicable license and/or certification information:					
10. Bidder's Name (Print)			11. Title		
12. Signature			13. Date		
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:					
a. California Small Business			b. (N/A-EXEMPT) Disabled Veteran Business Enterprise		
Yes No					
If yes, enter certification number:					
NOTE: A copy of your Certification is required to be included if the above item is checked "Yes".					
Date application was submitted to OSBCR, if an application is pending:					

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If you are not certified, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 6 - REQUIRED ATTACHMENT CHECK LIST

A complete response to SECTION III – ATTACHMENTS 1-8 (Volume I) will consist of the items identified below. Attachment 9 must be completed and returned in Volume V of the Final Bid Submission.

Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to the Commission. For your bid to be responsive, all required attachments must be returned. This checklist should be returned in Volume I of the Final Bid submission.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Cover Letter
_____ Attachment 2	Payee Data Record (STD 204)
_____ Attachment 3	Bidder Declaration Form GSPD-05-105
_____ Attachment 4	Conflict and Impartiality Statement
_____ Attachment 5	Bid/Bidder Certification Sheet
_____ Attachment 6	Required Attachment Check List
_____ Attachment 7	Contractor Certification Clauses (CCC-307). The CCC-307 can be found on the internet at: www.ols.dgs.ca.gov/Standard+Language
_____ Attachment 8	Bidder Cost Work Sheet

ATTACHMENT 7 - CCC - 307 CERTIFICATION

Complete, sign (original signature) and return this certification in Volume I of the Final Bid submission. The CCC-307 can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. 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.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Commission.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Commission pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the Commission that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Commission will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the Commission are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the Commission with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 8 - BIDDER COST WORK SHEET

The Contractor's cost for provision of all services required in the bid must be included. Costs not included will not be payable. Travel and per diem expenses will be billed monthly in arrears. Complete and return this work sheet in with the Final Bid submission. The BIDDER COST WORK SHEET must be a separate, sealed, and clearly identified document.

1. Fixed Review Cost

The Bidder is required to provide a fixed cost for the review of an Assembly district, a State Senate district, and a Congressional district. The fixed Costs (above) should include all costs associated with performing each study (preparation, conducting the study, and analyzing and reporting the results), excluding travel.

	Review of Assembly district (AD)	Review of State Senate district (SD)	Review of Congressional district (CD)
Fixed Review Cost			

Average Fixed Review Cost = (Review AD + Review SD + Review CD) ÷ 3

Average Fixed Review Cost \$ _____

2. Optional Meeting Costs

For the purpose of the evaluation and award, the Bidder must provide a cost per meeting day for five (5) optional Commission meetings including travel expenses from Contractor's primary work place in California to Sacramento. Out-of-State travel is not reimbursable.

These optional meetings will be scheduled at the discretion of the Commission. **Hotel accommodations and travel per diem costs shall be limited to rates published by the Department of Personnel Administration (DPA).** The number shown below will be used as part of the bid evaluation and the cost will be included in the initial award.

Optional Services	Cost per Occurrence (Meeting Cost only)	Travel Costs per Occurrence	Number of Occurrences	Total Cost
Commission Meetings			5	

Total Optional Meeting Cost = (Meeting Cost per meeting+ Travel Cost per meeting) X 5

Total Optional Meeting Cost \$ _____

Final Bid Cost (Total Fixed Cost + Total Optional Cost) \$ _____

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

	AGREEMENT NUMBER CRC – 102 - 011
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Citizens' Redistricting Commission

CONTRACTOR'S NAME

.

2 The term of this Agreement is: Upon DGS Approval through 8/31/2011

3. The maximum amount of this Agreement is: \$ 50,000
Fifty Thousand Dollars and 0/100 cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work - Overview	page(s)
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions	page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME <i>(if other than an individual, state whether a</i>		
BY <i>(Authorized Signature)</i>		DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
California Citizen's Redistricting Commission		
BY <i>(Authorized Signature)</i>		DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
901 P St., Suite 154A; Sacramento, CA 95814		

Exempt per:

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- a. For services rendered pursuant to the Scope of Work (Exhibit A) and the Cost Worksheet (Exhibit B-1), invoices shall be submitted not more frequently than monthly in arrears. The invoice should specify the services rendered, travel and per diem expenses (with receipts), and optional services if required.
- b. Invoices shall include the Agreement Number and shall be submitted to:
Deborah Davis, Budget Officer
Citizen's Redistricting Commission
901 P Street, Suite 154-A
Sacramento, CA 95814
- c. The invoice shall be the standard Contractor invoice and contain information essentially similar to the following:
 - i. Contractor's name
 - ii. Federal ID number
 - iii. Agreement number
 - iv. Date of invoice
 - v. Cost(s)
 - vi. Description of services, service period
 - vii. Contractor invoice date and number
 - viii. Remittance address and phone number
- d. The Citizens Redistricting Commission (Commission) shall make payment directly to the Contractor at the address listed on the invoice.

2. Travel and Per Diem

- a. Travel and per diem rates paid to the Contractor shall be limited to rates published by the Department of Personnel Administration (DPA). Go to the DPA website at www.dpa.ca.gov for rates pertaining to Method of Travel, Meals and Incidentals, Lodging Reimbursement and Personal Vehicle Mileage Reimbursement. Payments for travel and expenses of \$25.00 or more must be supported by receipts.
- b. The total amount of the costs to the Commission shall not exceed the amount stated in Section 3 of the Standard Form 213, excluding the costs for in-State travel and per diem as billed monthly in arrears.
- c. Contractor's costs for out-of State travel and per diem are not approved for this Agreement and will not be payable by the Commission.

3. Budget Contingency Clause

- a. Limitation of Commission Contractual Liability. The maximum amount to be encumbered under this agreement shall not exceed \$50,000.
- b. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in California Government Code Chapter 4.5, commencing with Section 927. The Commission shall make payment to the Contractor as promptly as fiscal procedures permit.

5. Other Terms

- a. The Commission hereby warrants and represents that the funding it brings to this Agreement has been secured through the State of California and the funding is not restricted by other terms and conditions (including intellectual property) that conflict with the terms of this Agreement.
- b. No part of the funding for the services required in this IFB can come from any source other than the Commission.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Commission in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Commission to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the Commission, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The Commission may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Commission.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
CONFIDENTIALITY AGREEMENT

Neither Contractor, nor partner, nor employee, nor subcontractor of Contractor, shall make any public statement, by means of any Internet blog, other electronic or print media, or any other means whatsoever, commenting on "redistricting matters" as the term is used in California Government Code Section 8253(a)(3). Such shall include, but not be limited to, the redistricting process being conducted by the Commission, the Contractor's work in support of the Commission, and any knowledge gained by the Contractor in performing work for the Commission, on how California's state electoral districts might or will change on a district specific basis.

These provisions shall continue until such time as the final maps are certified or upon the resolution of any litigation that may result, whichever occurs last, provided, however, with respect to any matter covered by this agreement that is subject to the attorney client privilege, Contractor shall continue to protect and maintain the confidential nature of such information and communications as long as such attorney client privilege exists.

Signature

Date