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INVITATION FOR BID
Notice to Prospective Bidders
March 7, 2011

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB #001 for Redistricting Services. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include General Terms and Conditions and Contractor Certification Clauses which are attached as Exhibit C and that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language.

In the opinion of the Commission, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Daniel Claypool, Executive Director
Citizen's Redistricting Commission
1130 K Street, Suite 101
Sacramento, CA 95814

Please note that no verbal information given will be binding upon the Commission unless such information is issued in writing as an official addendum.

Daniel Claypool, Executive Director
Contract Administrator

Citizens Redistricting Commission

State of California

Invitation for Bid # 001
for
Redistricting Services

Citizens Redistricting Commission
1130 K Street, Suite 101
Sacramento, California 95814

Final Bid Due Date & Time: March 15, 2011 5:00 p.m.
Pacific Standard Time (PST)

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Exhibit A
Scope of Work

SECTION I - SCOPE**A. Introduction and Overview of Requirements**

The line drawing services requested in this bid will be used by the Citizen's Redistricting Commission (Commission) to develop district lines in conformity with strict, nonpartisan rules designed to create districts of relatively equal population that will provide fair representation for all Californians.

A contract will be awarded for census data processing and analysis, and the review, preparation, and presentation of redistricting maps and the required reports supporting each map for California's fifty-three (53) Congressional districts, forty (40) State Senatorial, eighty (80) State Assembly, and four (4) Board of Equalization districts. These functions must be performed in coordination with, and as specified by, the Commission, and must include staff support provided by the Contractor for public educational outreach meetings, Public Input Hearings, and computer support.

B. Availability

The selected contractor must be able to meet the requirements of this IFB and be ready to begin work within two (2) business days of the Contract Award and Execution date specified in SECTION I, Key Action Dates.

C. Project Manager

Daniel Claypool, Executive Director
Citizens Redistricting Commission
1130 K Street, Suite 101
Sacramento, California 95814

Telephone: 916 322-3770 Facsimile: 916 322-0904

Email: daniel.claypool@crc.ca.gov

D. Period of Performance

The term of this Agreement begins on the date as indicated on the Standard Agreement for Services (STD. 213) through December 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 Amendment 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. Bid Submission

The requirements portion of the bid and the cost portions of the bid must be submitted separately as follows:

- one (1) original and twenty (20) copies (hard copy) of each,
- one (1) electronic copy of the requirements portion of the bid (only) in PDF format on a CD, and
- one (1) electronic copy of the cost portion of the bid (only) in PDF format on a separate CD.

The hard copies and CDs must be clearly labeled as either "Bid: Requirements" or "Bid: Costs."

All bids must be submitted under sealed cover and sent to the Project Manager identified in SECTION I by the Submission of Final Bid due date and time shown in SECTION I, Key Action Dates. The sealed

cover must be plainly marked with the bid number and bid title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown below:

Bid Number
Bid Title/Name
Contractor Name and Address
DO NOT OPEN

- 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.
- 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 Commission may reject any or all bids and may waive an immaterial deviation in a bid. The Commission'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.
- The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- The Commission does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counterproposal and will be rejected. The Commission's General Terms and Conditions (GTC) are not negotiable.
- Nor oral understanding or agreement shall be binding on either party.
- Upon bid opening, all documents submitted in response to this bid shall become the property of the Commission, 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. Bid packages may be returned only at the bidder's expense.
- At the Commission's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required information as specified may be grounds for bid rejection.
- Responses to this IFB must contain all data/information requested and must conform to the format described in the IFB. It is the Contractor's responsibility to provide all required data and any other information deemed necessary for the Commission's evaluation team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's Final Bid submission.
- Costs incurred for developing bids and in anticipation of award of the Contract are entirely the responsibility of the bidder and shall not be charged to the Commission.

F. 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	03/07/2011
2. Last day to submit Intention to Bid	03/09/2011
3. Last day to submit Written Questions	03/11/2011
4. Commission Response to Written Questions	03/12/2011
5. Submission of Final Bid	5:00 p.m. 03/15/2011
6. Commission staff publicly opens Final Bids and posts bids for public comment and commences contacting Customer Experience References. Public comment may be provided by facsimile or Email until 1:00 p.m. PST	03/16/2011 03/18/2011
7. Commission Commences Public Bid Evaluation	03/19/2011
8. Contract Award and Execution	03/25/2011

All dates after the Submission of Bids (date and time) are approximate and may be changed if needed to allow the Commission additional time for evaluation and contract execution.

SECTION II - GENERAL INFORMATION

A. 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 must hold public hearings and accept public comment prior to and following the drawing of maps for California's fifty-three (53) Congressional districts, forty (40) State Senatorial, eighty (80) State Assembly, and four (4) Board of Equalization districts. Upon completion of the public hearing process, The Commission must vote on the new district maps to be used for the next decade.

The Commission must also issue, with each of the four (4) final maps, a report that explains the basis on which the Commission made its decisions in achieving compliance with the criteria listed in both the initiatives that established the Commission's responsibilities, Proposition 11 (November 2008) and Proposition 20 (November 2010), and include definitions of terms and standards used in drawing each final map. When the district maps and the accompanying reports are complete, they must be submitted to the Secretary of State's Office no later than August 15, 2011.

B. Original Signatures

One copy of all bid documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm, except each of the four copies of the contract requires original signatures.

C. 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.

D. DVBE Requirement

This bid has been exempted from the Disabled Veterans Business Enterprises (DVBE) and incentive requirements.

E. Protest of Award

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.

F. 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.

G. 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.

H. Public Posting of Final Bids

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

I. Public Posting of Proposed Award

Upon written request of any bidder, notice of 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.

SECTION III - ATTACHMENTS - GENERAL REQUIREMENTS (Volume I)

See Attachment 1 - 8 for forms, certifications and check list that must be completed, signed and returned in Volume I of the Final Bid submission.

A. Cover Letter - Attachment 1

The bidder must complete and include a Cover Letter in Volume I 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 with 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 Of Interest and Impartiality - 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. TACPA/EZA/LAMBRA - Attachment 5 (submit as applicable)

Bidders wishing to take advantage of these preferences should review the following websites and return the appropriate response in Volume I of the Final Bid submission:

- Target Area Contract Preference Act (TACPA)
<http://www.pd.dgs.ca.gov/edip/tacpa.htm>
- Enterprise Zone Act (EZA)
<http://www.pd.dgs.ca.gov/edip/eza.htm>
- Local Agency Military Base Recovery Area Act (LAMBRA)
<http://www.pd.dgs.ca.gov/edip/lambra.htm>

Bidders wishing to take advantage of these preferences are required to submit the following applications/forms:

- TACPA (Std. 830) and/or EZA (Std. 831) and/or LAMBRA (Std. 832)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

If you qualify for more than one bidding preference (TACPA, EZA, LAMBRA, Small Business), the maximum preference allowed by law is 15% or \$100,000.

G. Bid/Bidder Certification Sheet - Attachment 6

This Bid/Bidder Certification Sheet must be completed, signed and returned in Volume I of the Final Bid submission along with Attachments 1 - 8 as an entire package with original signatures.

H. Small Business Preference - (as applicable)

The bidder will indicate small business status, if applicable, on the Contractor Certification Clauses (CCC) (Attachment 8) sign and return it in Volume I of the Final Bid submission.

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>.

F. Required Attachment Check List - Attachment 7

This Attachment Check List must be completed, signed and returned in Volume I of the Final Bid submission along with Attachments 1 - 8 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.

G. Contractor Certification Clauses (CCC) - Attachment 8

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

SECTION IV - ADMINISTRATIVE REQUIREMENTS (Volume II)

Copy or use the following format as is, unchanged (do not retype requirement), respond to "MEETS REQUIREMENT" as applicable for all requirements and return in Volume II of the Final Bid submission.

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.

MEETS REQUIREMENT? YES_____ NO _____

B. Commission Participation

A Commission 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. This assignment is to foster support for the project and enhance its chances for success.

MEETS REQUIREMENT? YES_____ NO _____

C. In Process Review

The Commission may, at its sole discretion, assign an individual, individuals, or entity, to provide an independent evaluation of any map and/or report being submitted to the Commission for its consideration and approval. The individual, individuals, or entity will be considered a separate consultant to the Commission and must be provided unfettered access to any completed map and/or report and the supporting documentation for either of those documents during any phase of the redistricting process. This includes any and all data at any level being used by the "line drawing" Contractor to construct a district boundary.

MEETS REQUIREMENT? YES_____ NO _____

D. Progress Report/Schedule

The Contractor shall provide progress reports on an as needed basis as determined by the Commission or the Executive Director. This may be in the form of a progress schedule or reports, meetings on a regular basis, and/or a Final Summary Report once the project is completed. Any request for a written or verbal report must be addressed within twenty-four (24) hours of notification.

MEETS REQUIREMENT? YES_____ NO _____

SECTION V - SCOPE OF WORK (Volume III)

Copy or use the following format, as is, unchanged (do not retype requirement), respond to "MEETS REQUIREMENT" as applicable for all requirements, provide references and resumes (attachments acceptable) and return in Volume III of the Final Bid submission.

Information must be provided that enables the Commission to substantiate that the bidder has the minimum skills, experience and resources as outlined below to successfully accomplish the services being required by this bid.

A. Software Capability

The software employed by the Contractor must be able to automatically show the results of any proposed change in a district by retabulating and presenting on-screen the resulting map and the corresponding changes in total population and population sub-groups associated with the proposed change to a district.

MEETS REQUIREMENT? YES_____ NO _____

B. Final Map Report

Contractor must issue a report for each of the four (4) final maps that explains the basis for the decisions for achieving compliance with the criteria required by the initiatives (Proposition 11 and 20), and by applicable state and federal laws and requirements.

MEETS REQUIREMENT? YES_____ NO _____

C. Information Security

Bidder 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
- 2. Data monitoring and verification
- 3. Data storage and back-up
- 4. Confidentiality practices regarding staff and data handling

MEETS REQUIREMENT? YES_____ NO _____

D. Staff Support

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

MEETS REQUIREMENT? YES_____ NO _____

E. Work Plan

The Contractor must possess the following Technical Skills to develop Work Plans with specific deliverables and timelines as directed by the Commission. These Work Plans will be required throughout the contract service period and will be developed in collaboration between the Contractor and the Commission. The deliverables are required to be provided as mutually agreed upon.

Technical Skills

In conjunction with their knowledge and expertise in redistricting, the Contractor will use computerized geographical information systems (GIS) software and a redistricting database containing population data and digitized maps to assist the Commission in the following:

1. Evaluating the movement of census geography units into and out of proposed election districts, and
2. Producing the maps that reflect proposed districts and the final districts, as determined by the Commission.

The Contractor will have sole responsibility for the following:

- a. All necessary computerized equipment necessary to house and utilize the redistricting database;
- b. Assembling the redistricting database as specified below;
- c. Development and oversight of the coding of public testimony such that it can be aggregated and collated to corresponding maps; and
- d. Any and all equipment required to produce, digitally store, project on screen (for audience viewing), and print all maps desired by the Commission.

MEETS REQUIREMENT? YES _____ NO _____

F. Redistricting Database

The Contractor’s database must consist of the certified population data from the 2010 US Census for the State of California, including the population subgroups of California as enumerated by the 2010 US Census data. The 2010 Census Data used 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 use adjusted 2010 census data for analysis. The geographic data will include digitized maps showing the boundaries of the census geographic units for which the population statistics are available (i.e., census block through county level), as well as the physical geography and relevant built environment (city boundaries, streets and highways, etc.) throughout California. Voting and elections data associated with the district(s) will be included in the database so it is available if required by the Commission to demonstrate compliance with the Federal Voting Rights Act of 1965.

The Commission may either: (1) provide for a separate contractor to provide the precinct level voting data and elections data associated with the district(s) to assist in performing any required studies (racially polarized voting analysis, for example), or (2) request the Contractor to perform the analysis.

MEETS REQUIREMENT? YES _____ NO _____

G. Fixed Cost Public Input Hearings Pre- and Post-map (includes travel expenses)

Contractor shall work in conjunction with and at the direction of the Commission during the Public Input Hearings. Commission staff and Contractor will jointly facilitate interaction with the public.

The Contractor and/or Contractor’s staff must attend Pre-and Post-map Public Input Hearings. There will be a minimum of 18 Public Input Hearings (Pre-and Post-map combined). The total cost for these 18 hearings will be provided as a Fixed Cost that includes all associated travel expenses. See HEARINGS/GENERAL TIME FRAME TABLE and HEARINGS DESTINATION TABLE below. This cost will be included in ATTACHMENT 9 – Bidder’s Cost Work Sheet.

It is also anticipated that there may be 3-4 occasions (included in the 18) where simultaneous meetings will be occurring at different locations around the State. Contractor must have the capacity to accommodate simultaneous meetings. The Contractor will be responsible for:

- Providing all equipment necessary to draw the maps reflecting the stated concerns and interests of the public participants;
- Providing the coding for each corresponding map either submitted by the public, or developed during the hearing to describe the stated concerns and interests of the public participants;
- Providing the coding for all public testimony related to redistricting so it can be later aggregated and collated to the specific district(s) in question; and
- Producing, digitally storing, projecting on-screen (for audience viewing) and later printing all maps as required by the Commission.

HEARINGS/GENERAL TIME FRAME TABLE

Event	General Time Frame	Key Activity
Public Input Hearings (pre-maps)	April to early May 2011	Gathering public input throughout California; minimum 9 meetings
Release of Initial Maps	Late May 2011	Release of preliminary maps
Public Input Hearings (post-maps)	June to early July 2011	Gathering public input about preliminary maps; minimum 9 meetings
Finalize maps and reports	Mid-July to early August 2011	Prepare final maps submission by for Aug. 15

Optional Public Input Hearings Pre-and Post map

The Contractor is required to provide a per meeting cost for optional Public Input Hearings (Pre-and-Post map). These optional meetings will be scheduled at the discretion of the Commission. The cost will be included in the evaluation for award.

Travel Expenses

Contractor’s travel expenses for the 18 Public Input Hearings should be based on travel from the Contractor’s primary work place in California (out-of-state travel is not reimbursable) to each of the cities identified in the table below, once for each of the nine (9) Public Input Hearings Per-map and once for each of the nine (9) Public Input Hearings Post-map. For example, one trip to Region 1, San Diego, during the Public Input Hearings (Pre-map) and one more trip to Region 1, San Diego, during the Public Input Hearings (Post-map). **Hotel accommodations and travel per diem costs shall be limited to rates published by the Department of Personnel Administration (DPA).**

HEARINGS DESTINATION TABLE

Area	City
Region 1	San Diego
Region 2	San Bernardino
Region 3	Anaheim
Region 4	Central Los Angeles
Region 5	Santa Barbara
Region 6	Fresno
Region 7	Salinas
Region 8	San Francisco
Region 9	Redding

MEETS REQUIREMENT? YES_____ NO _____

H. Fixed Cost for Commission Meetings (includes travel, expenses)

The Contractor must attend and participate in a minimum of ten (10) days of Commission meetings (Post-Map). The total cost for these 10 meetings will be provided as a Fixed Cost that includes all associated travel expenses. This cost will be included in ATTACHMENT 9, Bidder’s Cost Work Sheet. The Contractor will be responsible for:

- a. Present a summary of testimony from groups of citizens self-identifying as a “community of interest” and any related maps provided by them;
- b. Present relevant criteria to be used in evaluating the maps under discussion;
- c. Produce, digitally store, project on screen (for audience viewing), and print all maps desired by the Commission.

The Contractor is required to provide the cost for 10 meetings with the Commission including travel expenses. Contractor must provide travel costs based on travel from Contractor’s primary work place in California (out-of-state travel is not reimbursable) to Sacramento.

Optional Commission Meetings Cost (includes travel expenses)

The Contractor must provide a cost per meeting day for optional Commission meetings including travel expenses (as described above). These optional meetings will be scheduled at the discretion of the Commission, The cost will be included in the evaluation for award.

MEETS REQUIREMENT? YES_____ NO _____

I. Customer Experience References

1. Reference Projects

Bidders must provide the name, location and start and end dates for two (2) “reference” redistricting projects with districts and/or agencies that the Contractor has successfully performed services for over the past twenty (20) years.

The references must be for projects that are of a similar size, scope and complexity as those found in California’s most populous Metropolitan Statistical Areas (MSA), for example (with 2009 population figures):

- Los Angeles; pop. 12,874,797
- San Francisco /Oakland; pop. 4,317,853
- Riverside/San Bernardino; pop. 4,143,113
- San Diego; pop. 3, 053,793
- Sacramento/Roseville; pop. 2,127,355

The table below describes the racial/ethnic diversity of the above MSAs based on 2009 PEP or 2006-2008 ACS data from the U.S. Census:

	% Hispanic or Latino	% Not Hispanic or Latino	% Not Hispanic or Latino: White	% Not Hispanic or Latino: Black	% Not Hispanic or Latino: Asian
Los Angeles *	48%	52%	28%	9%	13%
San Francisco / Oakland **	22%	78%	46%	6%	21%
Riverside / San Bernardino *	46%	54%	38%	7%	5%
San Diego *	31%	69%	50%	5%	10%
Sacramento / Roseville **	18%	81%	59%	7%	11%

Data Source

* http://factfinder.census.gov/servlet/DatasetMainPageServlet?_program=PEP&_submenuId=datasets_3&_lang=en

** http://factfinder.census.gov/servlet/ADPGeoSearchByListServlet?_lang=en&_ts=317515141828

To be deemed comparable, the bidder’s redistricting projects must consist of the following for each of the project references (based on the time the redistricting services were provided):

- a. Population within 15% of any of the MSAs noted above; and
- b. Racial and ethnic diversity of the population within 15% of the values for the racial/ethnic groups who make-up any of the MSAs noted above. Example: values of 33% - 63% will be deemed comparable to a table value, above, of 48%.

2. Description of Contractor's Role

The Contractor must provide a description of how the above two factors (1. a-b) were addressed when lines were being drawn and the Contractor’s contribution to resolving any issues resulting from the prospective lines, including whether VRA section 2 or 5 criteria impacted the line drawing and if so, the involvement of the Contractor in determining where the line should be drawn.

3. Contact Person for Reference

For the reference projects, 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 drawing the lines and must be available by phone for two days after Final Bid opening.

MEETS REQUIREMENT? YES _____ NO _____

REFERENCE: Document _____ Page(s) _____

DESCRIPTION:

J. Resumes

1. Key Personnel

The bidder must provide detailed resumes for all management, supervisory and key personnel to be assigned to the contract.

2. Relevance of Contribution

Resumes must substantiate prior experience with redistricting projects of comparable population and racial/ethnic diversity to those required by this bid. Resumes must include:

- Project start and end dates.
- The individual's primary responsibilities relevant to successfully completing the project(s), and
- A description of litigation for any project referenced and the outcome of that litigation.

3. Knowledge and Expertise in Redistricting

Resumes must specify project experience illustrating that the Contractor, Contractor's staff and/or Contractor's sub-contractor (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 as related to redistricting;
- f. Census data as related to redistricting;
- g. The application of GIS-related databases to the problems of redistricting; and
- h. Applicable provisions of the California Elections Code.

MEETS REQUIREMENT? YES_____ NO _____

REFERENCE: Document_____ Page(s)_____

DESCRIPTION:

SECTION VI - CONTRACT FORMATION (Volume IV)

Material deviation from the Commission's Contract Terms and Conditions will cause rejection of your bid.

The bidder's contract submittal must be returned in Volume IV of the Final Bid submission.

IFB #001 and Contractor's bid response will be incorporated and made a part of the contract.

A. Commission Contract Terms and Conditions

See Exhibit C for the Commission's Contract Terms and Conditions

B. Number of Copies

The bidder must provide four (4) signed copies of the Commission's Contract Terms and Conditions.

C. Signatures

All copies must bear an original signature of an individual authorized to bind the firm.

SECTION VII - COST (Volume V)

The Final Bid Cost is the sum of the Total Fixed Cost and the Optional Cost, as described below.

A. Bidder Cost Work Sheet - Attachment 9

The bidder must complete the BIDDER COST WORK SHEET in Attachment 9 and return it in Volume V of the Final Bid submission.

Volume V must be a separate, sealed, and clearly identified document.

B. Total Fixed Cost

The Total Fixed Cost is the sum of all costs associated with the provision of services as required by this bid. For example, this may include, but not be 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 (Itemize)

C. Optional Costs

For the purpose of the evaluation and award, the Commission will include the Contractor's per meeting day costs for optional Public Input Hearings (Pre-and Post-map) and the Contractor's per meeting day costs for optional Commission meetings that include travel and per diem. These services are required to be in accordance with the requirements in SECTION V of the IFB.

The Optional Costs shall be computed as follows:

Per Meeting Day Cost for optional Public Input Hearings (Pre-and Post-map) = Total Cost.

Per Meeting Day Cost for optional Commission Meetings + travel and per diem = Total Cost.

The sum of Total Costs = Total Optional Cost.

SECTION VIII - EVALUATION

A. Evaluation Process

1. 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 I, Key Action Dates.

2. 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.

3. Public Evaluation

On the date and time specified in SECTION I, 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 will evaluate each bid to determine its responsiveness to the published requirements. The requirements portion of the bid will be opened initially. The cost portion of the bid will remain confidential until after the pass/fail review has been completed.

The bidder's Cost - Volume V 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.

4. Location of Public Bid Opening and Posting

The public bid opening will be held at either of the following locations:

Citizens Redistricting Commission	OR	State Capitol
1130 K Street, Suite 101		Capitol Mall
Sacramento, CA 95814		Sacramento, CA 95814

Notice of the final location and room will be published on the Commission's website www.WeDrawTheLines.ca.gov by 5:00 PM, March 14, 2011.

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

State Capitol
Capitol Mall
Sacramento, CA 95814

Notice of the room where the evaluation will take place will be published on the Commission's website www.WeDrawTheLines.ca.gov by 5:00 PM, March 14, 2011.

B. 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.

SECTION IX - BID FORMAT CONTENT AND NUMBER OF COPIES

Format instructions must be adhered to, all requirements and questions in the bid must be responded to, and all requested data must be supplied and presented as follows:

A. Number of Copies

The requirements portion of the bid and the cost portions of the bid must be submitted separately as follows:

- one (1) original and twenty (20) copies (hard copy) of each, except only four (4) signed (original) copies of the contract are required (Volume IV – Contract).
- one (1) electronic copy of the requirements portion of the bid (only) in PDF format on a CD, and
- one (1) electronic copy of the cost portion of the bid (only) in PDF format on a separate CD.

The hard copies and CDs must be clearly labeled as either "Bid: Requirements" or "Bid: Costs."

B. Binder Format

Bid responses shall be printed double sided, submitted on 8-1/2" x 11" paper, with easy to read font size and style.

Pages shall be numbered, tabbed, and bound (spiral / comb / three-ring binder).

Tabbed dividers should separate and identify the response items.

C. Table of Contents

The Bidder shall insert a comprehensive Table of Contents denoting separate sections for each section and subsection of the bid response.

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, 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 - TACPA/EZA/LAMBRA

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

Link to Application Form for TACPA

<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf#search=Target%20Area%20Contract%20Preference%20Act&view=FitH&pagemode=none>

Link to Application Form for EZA

<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf#search=Enterprise%20Zone%20Act&view=FitH&pagemode=none>

Link to Application Form for LAMBRA

<http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf#search=Local%20Agency%20Military%20Base%20recovery%20Area%20At&view=FitH&pagemode=none>

ATTACHMENT 6 - BID/BIDDER CERTIFICATION SHEET

The bidder must complete, sign (original signature) and return the Bid/Bidder Certification Sheet in Volume I 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 Yes No If yes, enter certification number:	b. (N/A-EXEMPT) Disabled Veteran Business Enterprise	
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:		

Completion Instructions for Bid/Bidder Certification Sheet

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 7 - 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	TACPA/EZA/LAMBRA (if applicable)
_____ Attachment 6	Bid/Bidder Certification Sheet
_____ Attachment 7	Required Attachment Check List
_____ Attachment 8	Contractor Certification Clauses (CCC-307). The CCC-307 can be found on the internet at: www.ols.dgs.ca.gov/Standard+Language
_____ Attachment 9	Bidder Cost Work Sheet

ATTACHMENT 8 - 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 9 - 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 Volume V of the Final Bid submission. Volume V must be a separate, sealed, and clearly identified document.

1. Fixed Costs

(Sum of all costs associated with the provision of bid services, including, but not limited to, 18 Public Input Hearings and 10 Commission meetings and all associated travel and per diem expenses at Department of Personnel Administration (DPA) rates)

Item	Cost
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 (Itemize)	

Total Fixed Cost \$ _____

2. Optional Costs

Optional Services	Cost per Occurrence (Hearing / Meeting Cost only)	Number of Occurrences	Travel Costs	Cost
Public Input Hearings	\$	1		\$
Commission Meetings	\$	1		\$

Total Optional Cost \$ _____

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

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- a. For services rendered pursuant to the Scope of Work, invoices shall be submitted not more frequently than monthly in arrears for travel and per diem expenses, and optional services if required. Payment for all other services rendered pursuant to the Scope of Work will be one time at the completion of the contract services.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate to:
Daniel Claypool, Executive Director
Citizen's Redistricting Commission
1130 K Street, Suite 101
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 13, 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 \$500,000, unless the number of hearings and

meetings, and the travel associated with those hearings and meetings, exceeds the minimum number that are the subject of this bid.

- b. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under, this Agreement shall be of no further force and effect. In this event, the Commission 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 - STANDARD AGREEMENT AND GENERAL TERMS AND CONDITIONS

The bidder must provide four (4) signed copies of the STD 213 with General Terms and Conditions in Volume IV of the Final Bid Submission. All copies must bear an original signature of an individual authorized to bind the firm.

An electronic copy of this form may be found at:

<http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>

STATE OF CALIFORNIA				
STANDARD AGREEMENT				
STD 213 (Rev 06/03)			AGREEMENT NUMBER	
			CRC-011-011	
			REGISTRATION NUMBER	
1. This Agreement is entered into between the Commission and the Contractor named below:				
STATE AGENCY'S NAME				
Citizens Redistricting Commission				
CONTRACTOR'S NAME				
2.	The term of this		through	December 31, 2011
	Agreement is:			
3.	The maximum amount			
	of this Agreement is:			
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			page(s)1 - 34
	Exhibit B – Budget Detail and Payment Provisions			page(s) 36 - 37
	Exhibit C* – General Terms and Conditions			page(s)38 - 40
Check mark one item below as Exhibit D: N/A				
	Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)			
	Exhibit - D* Special Terms and Conditions			
Exhibit E – Additional Provisions N/A				

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	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
California Department of General Services Use Only	
BY (Authorized Signature) <input type="checkbox"/>	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME Citizens Redistricting Commission	
BY (Authorized Signature) <input type="checkbox"/>	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
Exempt per:	
ADDRESS 1130 K Street, Suite 101, Sacramento, CA 95814	

The GTC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.

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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).)