

Invitation For Bid (IFB)
 Questions and Answers from Bid Advertisement
 Date: March 11, 2011

Questions	Answers
1. The Invitation to bid requests both "G. Fixed Cost Public Input Hearings" and "Travel Expenses." Should travel expenses be included in the fixed cost? If so, what is the purpose of the "Travel Expenses" question?	As stated in the heading to Section V, G, Fixed Costs include Travel expenses. Sect V, G describes the 18 Public Input Hearings (9 pre-map and 9 post-map) that make up the fixed cost hearings. The "Travel Expenses" section has a "Hearings Destination Table" to assist the bidder in estimating the travel costs required as part of the Fixed Cost.
2. Four California counties are covered by Section 5 of the Federal Voting Rights Act. Do bidders need to demonstrate any experience with the preclearance requirements of that act?	Sect. V, J 3 (Knowledge and Expertise in Redistricting) lists the Voting Rights Act of 1965 as one of the areas where resumes must specify project experience
3. I think there's a typo in a very important section: Exhibit B.3.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. . . ." What was that supposed to say?	It reads: "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 Sponsor shall have no liability to pay any funds whatsoever to Facility Operator or to furnish any other considerations under this Agreement and Facility Operator shall not be obligated to perform any provisions of this Agreement."
4. This is a very large-cost project. \$500,000 is an enormous amount of money to ask an entity to front on the Commission's behalf, especially given the contract clause that says nothing will be paid until the state budget is approved. Can monthly payments be made?	Attachment 9 states, "Travel and per diem expenses will be billed monthly in arrears." The Commission will work with Contractor to permit billing of a mutually agreed upon proportion of meeting costs at determined intervals throughout the contract up to a maximum of \$360,000.
5. Does Exhibit B.3.b (as I think it was intended to read) mean that all work must cease on July 1, 2011, if the state has not adopted a budget at that time?	No, however, contract payments cannot be made until such time as the State Budget has been approved. All parties to the contract will be working in good faith.
6. The commission's budget allocated \$750,000 to technical consultants, but Exhibit B.3.b seems to indicate the maximum amount is \$500,000: "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." What is the maximum amount that bidders may propose?	Exhibit B.3.a states \$500,000 as the max. amount to be encumbered given the number of Hearings (18) and Meetings (10), and the travel associated with those hearings and meetings (as part of the fixed cost (Sect V G and H). Allowance is made for additional encumbrance should the Commission request additional optional Hearings and Meetings (see Section VII C).
7. Attachment 4, Question 2 requests the entire history of donors to Claremont McKenna College for the last 10 years (and, if the Redistricting	The question does not seek a list of all donors to Claremont McKenna College. The question seeks disclosure of information regarding contributions made to the

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<p>Group at Berkeley applies, of all donors to UC Berkeley). Can you eliminate this question? Clearly this information cannot be compiled in the time available to prepare the proposal.</p>	<p>contracting entity.</p>
<p>8. Attachment 4, Question 3, requests bidders to disclose any work done for any entity "that has supported, donated money to, raised money for a candidate for public office, taken a position on a ballot initiative or sought to influence the redistricting process": if I am reading this section correctly, how are bidders supposed to know this information about every entity bidders have performed any work for in the last 10 years, especially given the extremely limited time frame available for the preparation of bids?</p>	<p>The item reads: 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? "</p> <p>Bidders must disclose prior/current work performed for groups and entities as defined above.</p>
<p>9. Attachment 4, Question 4 appears to be self-contradictory: "The Commission will be the sole provider of funds for the services to be provided" and "will contractor receive funding from any source other than CRC?" Does the first clause not ban the second?</p>	<p>This questions reads: "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?"</p> <p>Bidders must disclose if their services to the Commission will be underwritten by other sources, whether in "cash or in kind".</p>
<p>10. Section IV, Administrative Requirements, Item A: it is essentially impossible to bid assistance in legal action on a flat-fee bid, as such actions may be a single day at the State Supreme Court or two years in Federal Courts. Does this provision request simply bidder's pledge to provide such assistance at rates to be negotiated? Does CRC want hourly rates for this assistance? Or is something else meant by this provision?</p>	<p>The section reads: "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."</p> <p>The Contractor must indicate whether he/she will comply with this administrative requirement. A bid amount is not required.</p>
<p>11. Can the Commission pay the contractor monthly for the current fiscal year and make only next fiscal year's work subject to the delay awaiting state appropriation and project completion?</p>	<p>See response to Question #4, above.</p>
<p>12. You may need to double-check the demographic data presented in the Addendum for the qualifying cities. Even if we assume "Asian" has re-grouped the Census Bureau's new separate "Asian" and "Hawaiian and Pacific Islander" categories, the numbers add up to exactly 100% while leaving out the "Native American," "Other" and "Multi-Race" categories. Is</p>	<p>The data are derived from ACS demographic estimates which the US Census Bureau extrapolated from 2005-2009 data. The intent is to provide bidder's a common base from which to demonstrate the relevancy of the bidder's prior redistricting work to the scope of work in the IFB.</p>

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<p>the Commission's goal really to have similar percentages of "Non-Hispanic White" populations (and, as a result, similar percentages of non-Non-Hispanic-White populations, regardless of the specific unique mix within that non-White population)?</p>	
<p>13. Section 5 (F) of the IFB states, "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."</p> <p>Is it the intent of this statement that the bidder commit to conducting any required study, specifically including a racially polarized voting analysis, if so directed by the Commission? If so, can you provide clarification about what type and how many analysis the contractor should budget for? Or is the intent that the bidder commit only to providing the redistricting database necessary for such an analysis?</p>	<p>At minimum, the Contractor must provide the redistricting database necessary for conducting additional analyses as required for VRA compliance.</p> <p>The Commission reserves the right to obtain the services of this IFB's Contractor or obtain the services of another contractor to perform these analyses.</p>
<p>14. Section 5 (G) and (H) of the IFB make repeated references to "includes travel expenses".</p> <p>Is it the intent that all estimated travel expenses of the bidder for hearings and meetings be included in the Bidder Cost Work Sheet? Or is it the intent that those travel expenses not be included and instead be reimbursed at rates limited to those published by the Department of Personnel Administration (DPA)?</p>	<p>See response to Question #1, above.</p> <p>Bidder must include travel estimates as part of the fixed cost. These travel estimates will be used as part of the basis for making the award.</p> <p>Actual travel costs will be paid at the DPA rates.</p>
<p>15. Section 5 (J) states, "The bidder must provide detailed resumes for all management, supervisory and key personnel to be assigned to the contract."</p> <p>What personnel does the Commission wish to be included under the phrase "key personnel"? Is the intent to include only personnel working in senior positions? Or is it the intent to include all personnel working significant hours on the project?</p>	<p>Bidder must include resumes for the project's manger's and supervisors, as well as any additional personnel performing essential functions of the project.</p> <p>Essential functions may include (but are not limited to) any aspect of data handling/data security, GIS technicians operating the software, individuals involved in interpreting the data or results, etc.</p>
<p>Appendix 4 states "The Commission will be the sole provider of funds for</p>	<p>To the extent the School of Law provides space or equipment to Q2 on an</p>

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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.”

Q2 has an existing relationship with the School of Law at the University of California, Berkeley (Berkeley Law) to lease/use space and equipment that could be used to perform services pursuant to this IFB.

If this space/equipment is used should it be reported as an “in-kind”? If so should this item be marked as “Yes”? Would checking this box as “Yes” automatically disqualify a bid? Potentially disqualify a bid?

ongoing basis, and this arrangement is the same for all worked performed by Q2, such an arrangement is not an automatic disqualifying event.