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## REDISTRICTING SERVICES IFB #001

### ADDENDUM #2

March 11, 2011

Section I SCOPE, A, page 1, AND  
Section VII Evaluation, B, page 17-18, AND.  
Exhibit B. BUDGET DETAIL AND PAYMENT PROVISIONS, B, page 37, AND

This addendum changes bid requirements in Section V Scope of Work (Volume III), I (1), pages 12-13. Replace the existing bid pages with those attached. The requirements that have been changed are identified with a vertical line in the left margin.

All other requirements in the IFB remain unchanged.

If you have questions, or 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  
(916) 322-3770  
[daniel.claypool@crc.ca.gov](mailto:daniel.claypool@crc.ca.gov)

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  
Attachment(s)

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 Input Hearings, Commission meetings, 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](mailto: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

SECTION VII - 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 and its staff will receive the bids on March 15, 2011. The Commission's staff will open the bids in public on March 16th 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 open session on March 19, 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 and vote first on the submission with the lowest bid. In the event the lowest price bid is approved by a special majority of the Commission (three votes each from the Republican, Democrat, and not affiliated members), as required by California Government Code Section 8253 (a)(5), no further votes will be taken, and the contract will be awarded to that bidder. In the event the lowest price bid is not approved by a special majority, the Commission will consider the next lowest priced bid, until either a special majority approves one of the bids, or votes are taken on all submissions without a special majority being achieved. In the event no bid receives a special majority, the IFB will be cancelled as provided in Section I, E, hereof.

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](http://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](http://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 bidder offering the lowest evaluated cost to the Commission.

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 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.”.
- 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.